

ANNEXURE-A		
Modification of General Terms & Conditions Pertaining to GTC		
Clause No	Present	Post GST
	RELEVANT SUPPLY GTC	RELEVANT SUPPLY GTC
Clause No-2 Prices	PRICES : 2.1 Unless specifically indicated in the NIT, all prices shall be FIRM. No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed. 2.2 Unless specifically indicated in the NIT, the prices shall be on INR basis. 2.3 Unless specifically indicated in the NIT, the prices are to be quoted on FOR (Site / Destination) basis. The break-up of prices shall be as under :- a) Ex-works Price: Ex-works price including packing & forwarding charges. b) Excise duty (ED): ED as applicable is to be quoted as percentage in both un-priced bid and price bid. c) Sales Tax (ST): 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 CST/VAT Acts, If is shown/mentioned as included in quoted Price or mentioned as Not Applicable, it will not be reimbursed by BHEL proposes to make Sale in Transit under section 6(2)(b) of Central Sales Tax Act where good movement is interstate. Form "C" shall be issued and exchanged against Form "E1/E2" based on quarterly transactions. The supplier is required to submit the request for issue of Form "C" within 30 days from the end of the quarter giving statewide invoice details. VAT invoices in format prescribed in the respective State Sales Tax Act have to be submitted in the name of nodal agency specified in NIT/intimated by BHEL. d) Freight & Insurance: Freight (inclusive of all applicable taxes and duties) and Transit Insurance (inclusive of all applicable taxes and duties) for door delivery up to destination / site / store are to be quoted individually. e) Type Test Charges: If asked in the technical specification, it is to be quoted separately for each test along with applicable taxes and duties. f) Charges for Supervision of Erection, Testing & Commissioning (ETC) at Site: If asked in the technical specification / NIT, it is to be quoted separately along with applicable taxes and duties. g) Charges for Testing & Commissioning at Site: If asked in the technical specification / NIT, it is to be quoted separately along with applicable taxes and duties. h) Charges for Erection, Testing & Commissioning at Site: If asked in the technical specification / NIT, it is to be quoted separately along with applicable taxes and duties. i) Training Charges: If asked in the technical specification / NIT, it is to be quoted separately along with applicable taxes and duties. j) Service Tax: Service Tax if applicable is to be quoted as percentage in both un-priced bid and price bid. 2.4 Entry Tax / Octroi: Any Entry Tax / Octroi, if applicable at destination / destination state, shall be paid extra on proof of such payment. Supplier has to get confirmation from BHEL before despatch of material for any exemption, if applicable. Note : i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders. ii) Prices quoted by Indian bidders shall be in Indian Rupees only. iii) In case Supervision of Erection, Testing & Commissioning (ETC) at Site or Testing & Commissioning at Site or Erection, Testing & Commissioning at Site is also in scope of the bidder along with supply, bidder has to ensure that prices quoted for such services also are in line with special terms & conditions of the NIT, if any. Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the suppli	PRICES : 2.1 Unless specifically indicated in the NIT, all prices shall be FIRM. No enhancement of rate for whatsoever reasons unless and until asked by BHEL shall be allowed. 2.2 Unless specifically indicated in the NIT, the prices shall be on INR basis. 2.3 Unless specifically indicated in the NIT, the prices are to be quoted on FOR (Site / Destination) basis excluding GST. The break-up of prices shall be as under :- a) Ex-works Price: Ex-works price including packing & forwarding charges. b) Freight: Freight for door delivery up to destination / site / store are to be quoted separately. c) Insurance : Insurance for door delivery up to destination / site / store are to be quoted separately. d) Type Test Charges: If asked in the technical specification, it is to be quoted separately for each test. e) Charges for Supervision of Erection, Testing & Commissioning (ETC) at Site: To be quoted separately if specified in NIT/Price Schedule. f) Charges for Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule. g) Charges for Erection, Testing & Commissioning at Site: To be quoted separately if specified in NIT/Price Schedule. h) Training Charges: To be quoted separately if specified in NIT/Price Schedule. 2.4 GST rates along with HSN/SAC code as applicable on Sr No (a) to (h) above is to be mentioned separately in percentage in both un-priced bid and price bid. Note : i) Unless otherwise specified in the NIT, the purchase order shall be placed on Ex-works basis for Indian bidders. ii) Prices quoted by Indian bidders shall be in Indian Rupees only. iii) In case Supervision of Erection, Testing & Commissioning (ETC) at Site or Testing & Commissioning at Site or Erection, Testing & Commissioning at Site is also in scope of the bidder along with supply, bidder has to ensure that prices quoted for such services also are in line with special terms & conditions of the NIT, if any. iv) Unless otherwise specified in the NIT, Unloading at Site / Destination shall not be in the scope of the supplier. v) Prices in respect of Sr No (a) to Sr No (h) of Clause 2.3 above are to be quoted inclusive of all taxes & Duties, charges, Levies, royalty etc if any, excluding GST.
	TERMS OF PAYMENT :	TERMS OF PAYMENT : 3.1 For Only Supply is in scope of the supplier

Modification of General Terms & Conditions Pertaining to GTC

Clause No 3 - Terms of payment	3.1 For Supply only or Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier or Supply where Testing & Commissioning at Site is in scope of the supplier a) 95% of Ex-works value along with 100% taxes & duties, Freight & Insurance within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : • LR / GR duly endorsed by BHEL Site Official. • Material Receipt Certificate issued by BHEL Site Official. • Excise invoice (where ED reimbursement is required or ED exemption is applicable) • Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters. • Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management • Guarantee Certificate • Copy of Performance Bank Guarantee (PBG) • Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. b) 5% of Ex-works value within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : • Form "E1/E2" against Form "C", if applicable • Certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site if it is in the scope of the supplier or Certificate of successful completion of Testing & Commissioning at Site if it is in the scope of the supplier. • Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management 3.2 For Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier a) 90% of Ex-works value along with 100% taxes & duties, Freight & Insurance within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : • LR / GR duly endorsed by BHEL Site Official. • Material Receipt Certificate issued by BHEL Site Official. • Excise invoice (where ED reimbursement is required or ED exemption is applicable) • Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters. • Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management • Guarantee Certificate • Copy of Performance Bank Guarantee (PBG) • Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order b) 10% of Ex-works value within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : • Form "E1/E2" against Form "C", if applicable	100% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : • LR / GR duly endorsed by BHEL Site Official. • Material Receipt Certificate issued by BHEL Site Official. • GST Compliant Tax Invoice • Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters. • Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management • Guarantee Certificate • Copy of Performance Bank Guarantee (PBG) • Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. 3.2 For Supply where Supervision of Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier or Supply where Testing & Commissioning at Site is in scope of the supplier a) 95% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : • LR / GR duly endorsed by BHEL Site Official. • Material Receipt Certificate issued by BHEL Site Official. • GST Compliant Tax Invoice • Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters. • Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management • Guarantee Certificate • Copy of Performance Bank Guarantee (PBG) • Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order. b) 5% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : • Certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site if it is in the scope of the supplier or Certificate of successful completion of Testing & Commissioning at Site if it is in the scope of the supplier. • Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management 3.3 For Supply where Erection, Testing & Commissioning (ETC) at Site is in scope of the supplier a) 90% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : • LR / GR duly endorsed by BHEL Site Official. • Material Receipt Certificate issued by BHEL Site Official. • GST Compliant Tax Invoice • Packing List (Case-wise) • Copy of Transit Insurance Certificate from underwriters. • Material Inspection Clearance Certificate (MICC) issued by BHEL Quality Management • Guarantee Certificate • Copy of Performance Bank Guarantee (PBG) • Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management wherever specifically mentioned in the Purchase Order b) 10% of payment within 60 days from the date of receipt of complete invoice along with documents in 3 sets (original + 2 copies) as follows : • Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management • Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management
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Modification of General Terms & Conditions Pertaining to GTC

• Certificate of successful completion of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management • Certificate of completion of final documentation as per Purchase Order / Technical Specification issued by BHEL Engineering Management 3.3 For Type Test Charges 100% payment along with taxes and duties within 60 days from the date of receipt of complete invoice along with copy of Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management in 3 sets (original + 2 copies) on completion of delivery (at site, if F&I is in scope of supplier) of main supplies (excluding spares) for which Type Tests are applicable. List of main supplies (excluding spares) for which Type Tests are applicable shall be certified by BHEL Engineering Management. 3.4 For Charges for Supervision of Erection, Testing & Commissioning at Site 100% payment along with taxes and duties within 60 days from the date of receipt of complete invoice along with certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies). 3.5 For Charges for Testing & Commissioning at Site 100% payment along with taxes and duties within 60 days from the date of receipt of complete invoice along with certificate of successful completion of Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies). 3.6 For Training Charges 100% payment along with taxes and duties within 60 days from the date of receipt of complete invoice along with certificate of completion of training issued by BHEL Engineering Management in 3 sets (original + 2 copies). Note : i) Supplier has to submit invoice(s) as per PO or approved billing break-up of prices (if applicable as per NIT). ii) In case of supplies for overseas project, Material Receipt Certificate issued by BHEL Authorized Representative shall also be acceptable. iii) In case of Transit Insurance under Open Insurance Policy, Intimation / Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable. iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date. v) In case VAT is applicable, supplier has to submit Tax Invoice(s) irrespective of any VAT benefit / input credit available to BHEL. vi) In case of interstate sale-in-transit against Form "C", supplier to ensure submission of Form "E1/E2" to BHEL timely to meet statutory requirements irrespective of the related payment terms. vii) Supplier has to submit proof of Service Tax deposited / paid to authority with copy of PAN Card for payment of Service Tax and TDS shall be applicable as per statutory requirements.	3.4 For Type Test Charges 100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with copy of Certificate of acceptance of Type Test Reports issued by BHEL Engineering Management in 3 sets (original + 2 copies) on completion of delivery (at site, if F&I is in scope of supplier) of main supplies (excluding spares) for which Type Tests are applicable. List of main supplies (excluding spares) for which Type Tests are applicable shall be certified by BHEL Engineering Management. 3.5 For Charges for Supervision of Erection, Testing & Commissioning at Site 100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Supervision of Erection, Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies). 3.6 For Charges for Testing & Commissioning at Site 100% payment alongwith applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of successful completion of Testing & Commissioning at Site issued by BHEL Site Official / Construction Management in 3 sets (Original + 2 copies). 3.7 For Training Charges 100% payment along with applicable GST within 60 days from the date of receipt of complete GST compliant Tax invoice along with certificate of completion of training issued by BHEL Engineering Management in 3 sets (original + 2 copies). Note : i) Supplier has to submit invoice(s) as per PO or approved billing break-up of prices (if applicable as per NIT). ii) In case of supplies for overseas project, Material Receipt Certificate issued by BHEL Authorized Representative shall also be acceptable. iii) In case of Transit Insurance under Open Insurance Policy, Intimation / Declaration of Transit Insurance as per terms of the relevant Open Insurance Policy along with copy of Open Insurance Policy from underwriters shall also be acceptable. iv) Supplier has to ensure commencement of transit insurance from the date not later than LR / GR date. v) Supplier has to submit Tax Invoice(s). Supplier should ensure that Tax Invoice should comply all statutory requirements under GST Law to enable BHEL to avail input credit vi) MSME Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME. vii) Supplier has to submit PBG(as per BHEL format) & Guarantee Certificate as per PO terms..
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Modification of General Terms & Conditions Pertaining to GTC

	viii) MSMED Act, 2006 and the rules made thereunder as amended from time to time shall be applicable for release of payment to suppliers qualified & registered as Micro & Small Enterprises based on documents mentioned in the NIT for MSME. ix) Supplier has to submit PBG & Guarantee Certificate as per BHEL format. x) In case any shortages and / or damages in supplies, an amount calculated based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment against 3.1(a) or 3.2(a) above to be deemed fit by BHEL subject to a minimum of 10% of the total ex-works value of the invoice corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official.	viii) In case any shortages and / or damages in supplies, an amount calculated based on comments against Material Receipt Certificate issued by the BHEL Site Official shall be withheld from the supply payment against 3.1(a) or 3.2(a) above to be deemed fit by BHEL subject to a minimum of 10% of the total ex-works value of the invoice corresponding to the LR / GR against which any shortages and / or damages are reported. The withheld amount shall be released after the shortages and / or damages in supplies are supplied / replenished against Certification by BHEL Site Official. ix) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network). In case credit of the same is not reflected in GSTN , vendor may alternatively furnish BG of GST Amount for a period valid for not less than 1 month .In case of disallowance of credit /non reflection of credit in GSTN , amount will be recovered from supplier along with applicable Interest , penalty etc from any dues. x) If GST is payable by BHEL on reverse Charge Mechanism basis, vendor should ensure the submission of GST compliant Tax invoice immediately on dispatch/ performance of service. In case of non-compliance any additional charges towards interest , penalty etc , will be to vendors account . xi) TDS under GST Act, if applicable, shall be deducted unless Exemption Certificate , If applicable, from the appropriate authority is furnished to BHEL along with Invoice.
	xi) Additional documents required for payment for services are as follows : (a) Copy of Service Tax Registration Certificate Copies of challans for deposit of service tax alongwith certificate by the supplier / contractor that tax charged under the invoice has been remitted by the supplier / contractor to tax authorities	
Clause No 7- Performance Bank Gurantee	PERFORMANCE BANK GUARANTEE (PBG) : Supplier shall arrange to submit Performance BG / Deposit on a non-judicial stamp paper of appropriate value along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier, in line with one of the applicable options as follows :- Option "A" A single rolling PBG for Rs. 50 Lakhs initially valid for 18 months with claim period of 3 months extra over and above 18 months for all the Purchase Orders being executed for Transmission Business Group, BHEL. However, validity of the PBG shall be extended till 18 months from the date of last delivery with 3 months claim period extra over and above 18 months. Single Rolling PBG option shall not be applicable in case Ex-works value of the PO at the time of placement of PO exceeds Rs. One Crore. Option "B" PBG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery with claim period of 3 months extra over and above 18 months. Ex-works PO value at the time of placement of PO shall be considered for calculation of the PBG amount. Option "C" In case the total Ex-works PO value at the time of placement of PO does not exceed Rs. Ten Lakhs, interest free Deposit of 10% of the total Ex-works PO value at the time of placement of PO in form of Demand Draft favouring "Bharat Heavy Electricals Limited" and payable at New Delhi / Delhi / Noida shall also be acceptable to BHEL in lieu of PBG, which shall be released after expiry of 21 months from the date of last delivery after deduction, if any, within 60 days from receipt of invoice in 3 sets (original + 2 copies) to be submitted by the supplier. Note : i) The Bank Guarantee shall be from any bank as per Annexure for List of Banks (32 Nos.). The original PBG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida. ii) Extension of validity of the PBG in original, as per above clause, should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the PBG. iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted. iv) Supplier has to confirm one of the applicable options for submission of PBG / Deposit before placement of PO. v) In case of non-submission PBG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor. vi) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order.	PERFORMANCE BANK GUARANTEE (PBG) : Supplier shall arrange to submit Performance BG / Deposit on a non-judicial stamp paper of appropriate value along with first invoice or within 60 days from placement of Purchase Order (PO) whichever is earlier, in line with one of the applicable options as follows :- Option "A" A single rolling PBG for Rs. 50 Lakhs initially valid for 18 months with claim period of 3 months extra over and above 18 months for all the Purchase Orders being executed for Transmission Business Group, BHEL. However, validity of the PBG shall be extended till 18 months from the date of last delivery with 3 months claim period extra over and above 18 months. Single Rolling PBG option shall not be applicable in case Ex-works value of the PO at the time of placement of PO exceeds Rs. One Crore. Option "B" PBG for 10% of the total Ex-works PO value, valid for 18 months from the date of last delivery with claim period of 3 months extra over and above 18 months. Ex-works PO value at the time of placement of PO shall be considered for calculation of the PBG amount. Option "C" In case the total Ex-works PO value at the time of placement of PO does not exceed Rs. Ten Lakhs, interest free Deposit of 10% of the total Ex-works PO value at the time of placement of PO in form of Demand Draft favouring "Bharat Heavy Electricals Limited" and payable at New Delhi / Delhi / Noida shall also be acceptable to BHEL in lieu of PBG, which shall be released after expiry of 21 months from the date of last delivery after deduction, if any, within 60 days from receipt of invoice in 3 sets (original + 2 copies) to be submitted by the supplier. Note : i) The Bank Guarantee shall be from any bank as per Annexure for List of Banks (32 Nos.). The original PBG should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida. ii) Extension of validity of the PBG in original, as per above clause, should be sent by issuing Bank directly to AGM (Finance), TBG, BHEL, Noida at least 45 days before expiry of validity of the PBG. iii) Unless otherwise specified in the NIT, deviation taken for non-submission of PBG / Deposit, as applicable, shall not be accepted. iv) Supplier has to confirm one of the applicable options for submission of PBG / Deposit before placement of PO. v) In case of non-submission PBG / Deposit, as applicable, BHEL reserve the right for Risk Purchase as per terms of the NIT and impose Suspension of Business Dealings with the Supplier / Contractor. vi) BHEL reserve the right to encash the Bank Guarantee and forfeit the amount in the event of any default, failure or neglect on part of the Supplier in fulfilment of performance of the Purchase Order.

Modification of General Terms & Conditions Pertaining to GTC

	Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to $\pm 20\%$. Beyond this variation of $\pm 20\%$, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly	vii) Value of the Bank Guarantee (at the time of submission) shall remain unchanged for any subsequent variations in Purchase Order value up to $\pm 20\%$. Beyond this variation of $\pm 20\%$, the Supplier shall arrange to enhance or may reduce the value of the Bank Guarantee accordingly for the total variation promptly viii) Vendor to ensure submission of Certificate of Final Documentation / Confirmation regarding Non applicability of Final Documentation, as the case may be, as referred in clause No 9 regarding Final Documentation. BG shall be released only after submission of the same to BHEL TBMM.
Clause No 9- Final Documentation	FINAL DOCUMENTATION : Final documentation as called in the technical / contract specification is to be submitted within 3 months from the date of first delivery of respective equipment / item material. In case of default, the Performance BG is liable for encashment.	Final documentation as called in the Technical /contract specification is to be submitted within 3 months from the date of first delivery of respective equipment/item/material. After submission of Final Documentation, BHEL Engineering Management (TBEM) will issue a Certificate of Completion of Final Documentation. Wherever Final Documentation is not applicable, BHEL Engineering Management (TBEM) will issue confirmation regarding the same, Vendor to submit the Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, as the case may be-D131, to BHEL TBMM. In case of Non Submission of Certificate of Final Documentation /Confirmation regarding Non applicability of Final Documentation, BG will be liable for encashment.
Clause No.13 of SUPPLY GTC	LIQUIDATED DAMAGES FOR DELAYED DELIVERY In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes, duties, freight & insurance as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (incl. taxes, duties, freight & insurance as applicable) shall be deducted as Liquidated Damages (LD). However, in case of staggered (lot-wise) contractual delivery schedule, LD shall be 0.5% of the total Purchase Order value for supply (incl. taxes, duties, freight & insurance as applicable) of delayed lot per week of delay or part thereof subject to maximum of 10% of the total ex-works Purchase Order value. Note : i) In case of any amendment / revision, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, if applicable. ii) LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) contracts shall be treated as the date of dispatch for levying LD as above. iii) However, for indigenous supply, if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 30 days, where distance from place of despatch as per LR / GR is upto 1000 Kms or if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 45 days, where distance from place of despatch as per LR / GR is more than 1000 Kms, such excess period shall also be considered for LD purpose. If, as per supplier, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the supplier, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delayed delivery.	LIQUIDATED DAMAGES FOR DELAYED DELIVERY In case of delay in execution of Purchase Order beyond the contractual delivery time, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes and duties, freight & insurance as applicable) per week of delay or part thereof subject to a maximum of 10% of the total Purchase Order value for supply (incl. taxes and duties, freight & insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST (if any) on LD However, in case of staggered (lot-wise) contractual delivery schedule, an amount of 0.5% of the total Purchase Order value for supply (incl. taxes, duties, freight & insurance as applicable) of delayed lot per week of delay or part thereof subject to maximum of 10% of the total Purchase Order value.(Incl taxes, duties, Freight & Insurance as applicable) shall be deducted as Liquidated Damages (LD) along with applicable GST(if any) on LD Note : i) In case of any amendment / revision, the LD shall be linked to the amended / revised Purchase Order / Contract value and delivery / completion time / schedule, if applicable. ii) LR / GR date or invoice date (whichever is later) for indigenous supplies and BL / AWB date for FOB / CIF (if applicable) for imported supplies shall be treated as the date of dispatch for levying LD as above. iii) However, for indigenous supply, if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 30 days, where distance from place of despatch as per LR / GR is upto 1000 Kms or if time period between date of receipt of material at site / destination by Site Official & the date of LR / GR or invoice (whichever is later) is more than 45 days, where distance from place of despatch as per LR / GR is more than 1000 Kms, such excess period shall also be considered for LD purpose. iv) If, as per supplier, delay is not attributable to the supplier, delay analysis with documentary evidence may be submitted by the supplier at the earliest but not later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the supplier, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delayed delivery.
Clause No 17:	TENDER EVALUATION : Comparative statement shall be prepared based on overall quantity basis unless otherwise indicated in the tender enquiry / NIT. Evaluation of offers shall be done on the basis of total cost to BHEL which shall include applicable taxes & duties, freight & insurance and other services etc. (if applicable). VAT benefit / input credit available to BHEL shall be deducted from prices quoted for calculation of total cost to BHEL, in case specified in the NIT. In case all bidders are foreign & Port of Entry is same for all the bidders, evaluation of offers shall be done on CIF (Port of Entry) basis. Otherwise, evaluation of offers shall be done on the basis of delivered cost at site / destination to BHEL. However, in case of foreign bidders, marine freight & insurance are to be quoted separately & the purchase order shall be placed on FOB basis with an option for delivery on CIF / CFR basis, if required, later. In case of foreign bidders, Exchange Rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I Bid in case of two part bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken for tender evaluation.	TENDER EVALUATION : Comparative statement shall be prepared and evaluated on total cost basis at destination/site (as per terms of NIT) considering overall quantity indicated in NIT unless contrary to same is specifically mentioned in the tender enquiry / NIT. Total cost for this purpose shall include cost of scope of work as mentioned in NIT along with applicable taxes & duties, and other services etc. (if applicable). GST input credit available to BHEL shall be reduced from prices while determining L1 status. In case all bidders are foreign & Port of Import(destination port) is same for all the bidders, evaluation of offers shall be done on CIF (Port of Import) basis. Otherwise, evaluation of offers shall be done on the basis of delivered cost at site / destination to BHEL. Further, in case of foreign bidders, marine freight & insurance are to be quoted separately & the purchase order may be placed on FOB basis with an option for delivery on CIF / CFR basis, if required, later. In case of foreign bidders, Exchange Rate (TT selling rate of State Bank of India) as on date of tender opening (Part-I Bid in case of two part bid) shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken for tender evaluation.
	STATUTORY VARIATION :	STATUTORY VARIATION :

Modification of General Terms & Conditions Pertaining to GTC

Clause No 40: Statutory Variation	Statutory Variations in Excise Duty on self-manufactured items, Service Tax on services directly rendered by Supplier / Contractor and Sales Tax / Central Sales Tax / Value Added Tax only on the rates prevailing at the time of delivery / completion w.r.t. rates on the date of offer will be to the account of the BHEL if quoted separately in the prices. 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 BHEL. Notwithstanding anything above, where the actual completion of the supply / services occurs beyond the period stipulated in the Purchase 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 Supplier / Contractor alone shall bear the impact for the upward revisions and for downward revisions BHEL shall be given the benefit of reduction in taxes / duties. This will be without prejudice to the levy of liquidated damages for delay in delivery / completion. If new tax is introduced by Central/State Govt/Municipality becomes directly applicable on items specified in Bill of Quantities/Purchase Order/Contract and new tax is neither in substitution nor in abolition of any of present taxes but is altogether a new tax, full reimbursements shall be made provided it becomes applicable on items specified in Bill of Quantities. However, any additional tax implication due to delay in delivery, beyond the Contractual Delivery, attributable to supplier shall be borne by supplier	(a) GST rates prevailing at the time of dispatch of goods/ completion of services shall be payable by BHEL. All other taxes, duties, charges , royalty , cess ,other levies shall be deemed to be included in the Ex Works Prices /Charges quoted by bidders and no variations shall be payable in respect thereof . 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 BHEL. Notwithstanding anything above, where the actual completion of the supply / services occurs beyond the period stipulated in the Purchase 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 Supplier / Contractor alone shall bear the impact for the upward revisions and for downward revisions BHEL shall be given the benefit of reduction in applicable taxes /GST. This will be without prejudice to the levy of liquidated damages for delay in delivery / completion. If new tax is introduced by Central/State Govt/Municipality becomes directly applicable on items specified in Bill of Quantities/Purchase Order/Contract,full reimbursements shall be made provided it becomes applicable on items specified in Bill of Quantities. However, any additional tax implication due to delay in delivery, beyond the Contractual Delivery, attributable to supplier shall be borne by supplier.
	RELEVANT ETC GTC	RELEVANT ETC GTC
Clause No 2- Prices	PRICES : Prices shall be firm for the total contract period and no price variation shall be applicable. Prices shall be inclusive of all taxes and duties, octroi, terminal taxes, any other taxes, duties etc. except Service Tax. Service tax shall be payable extra only if quoted separately.	PRICES : Prices shall be firm for the total contract period and no price variation shall be applicable. Prices shall be inclusive of all taxes and duties, except GST. GST shall be payable extra only if quoted separately.
Clause No 13 - terms of Payment	TERMS OF PAYMENT : For Erection, Testing & Commissioning (ETC) at Site a) 70% of the Contract value against monthly progressive bills on pro-rata basis for unloading, storage and completion of erection as certified by BHEL Site Official within 60 days from the date of receipt of complete invoice in 3 sets (original + 2 copies) b) 20% of the Contract value against monthly progressive bills on pro-rata basis for testing & successful commissioning as certified by BHEL Site Official within 60 days from the date of receipt of complete invoice in 3 sets (original + 2 copies) c) 10% of the Contract value after Acceptance Test, Re-test (if any), PG Test (if any) and Handing Over as certified by BHEL Site Official within 60 days from the date of receipt of complete invoice in 3 sets (original + 2 copies) Note : Additional documents required for payment for services are as follows : (a) Copy of Service Tax Registration Certificate Copies of challans for deposit of service tax alongwith certificate by the supplier / contractor that tax charged under the invoice has been remitted by the supplier / contractor to tax authorities	TERMS OF PAYMENT : For Erection, Testing & Commissioning (ETC) at Site a) 70% of the Contract value against monthly progressive bills on pro-rata basis for unloading, storage and completion of erection as certified by BHEL Site Official with 60 days from the date of receipt of GST Compliant Tax Invoice (Original +2 Copies) b) 20% of the Contract value against monthly progressive bills on pro-rata basis for testing & successful commissioning as certified by BHEL Site Official within 60 days from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies) c) 10% of the Contract value after Acceptance Test, Re-test (if any), PG Test (if any) and Handing Over as certified by BHEL Site Official within 60 days from the date of receipt of GST Compliant Tax invoice in 3 sets (original + 2 copies) Notes (a) . It should be ensured that Tax Invoice complies with statutory requirements under GST law to enable BHEL to avail Input Tax Credit. (b) Payment of GST component shall be made only if vendor has deposited the Tax and credit for the same is reflected in GSTN (GST Network) (c) Copy of GST Registration Certificate(s) shall be also be attached with Tax Invoice
Clause No.15 of ETC GTC	LIQUIDATED DAMAGES FOR DELAY IN ERECTION, TESTING & COMMISSIONING (ETC) AT SITE: In case of delay in execution of Contract beyond the contractual completion time for Erection, Testing & Commissioning at Site, an amount of 0.5% of the total Contract value for ETC at Site per week of delay or part thereof subject to a maximum of 10% of the total Contract value for ETC at Site shall be deducted as Liquidated Damages (LD). However, in case of staggered (lot-wise) contractual completion schedule, LD shall be 0.5% of the total Contract value for ETC at Site of delayed lot per week of delay or part thereof subject to maximum of 10% of the total Contract value for ETC at Site. Note : i) In case of any amendment / revision, the LD shall be linked to the amended / revised Contract value and completion time / schedule for ETC at Site, if applicable. ii) If, as per contractor, delay is not attributable to the contractor, delay analysis with documentary evidence may be submitted by the contractor at the earliest but not later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the contractor, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delay in Erection, Testing & Commissioning at Site.	LIQUIDATED DAMAGES FOR DELAY IN ERECTION, TESTING & COMMISSIONING (ETC) AT SITE: In case of delay in execution of Contract beyond the contractual completion time for Erection, Testing & Commissioning at Site, an amount of 0.5% of the total Contract value for ETC at Site per week of delay or part thereof subject to a maximum of 10% of the total Contract value for ETC at Site shall be deducted as Liquidated Damages (LD) along with applicable GST(if any) on LD However, in case of staggered (lot-wise) contractual completion schedule, an amount of 0.5% of the total Contract value for ETC at Site of delayed lot per week of delay or part thereof shall be deducted as liquidated damages , subject to maximum of 10% of the total Contract value for ETC at Site along with applicable GST(if any) on LD Note : i) In case of any amendment / revision, the LD shall be linked to the amended / revised Contract value and completion time / schedule for ETC at Site, if applicable. If, as per contractor, delay is not attributable to the contractor, delay analysis with documentary evidence may be submitted by the contractor at the earliest but not later than six months from the end of the financial year in which the payment is withheld. Based on the above details / documents submitted by the contractor, BHEL shall take final decision and if considered appropriate by BHEL, withheld amount (full or part as the case may be) shall be released, otherwise, full or balance withheld amount shall be treated as deduction of Liquidated Damages (LD) towards delay in Erection, Testing & Commissioning at Site.
	REGULATION OF LOCAL AUTHORITIES & COMPLIANCE OF STATUTORY REQUIREMENTS : The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law. The contractor, as required, will obtain independent licence under The Contract Labour (Regulation and Abolition) Act, 1970 from the concerned authorities based on the certificate (Form-V) issued by the Principal Employer / Customer.	REGULATION OF LOCAL AUTHORITIES & COMPLIANCE OF STATUTORY REQUIREMENTS : The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law. The contractor, as required, will obtain independent licence under The Contract Labour (Regulation and Abolition) Act, 1970 from the concerned authorities based on the certificate (Form-V) issued by the Principal Employer / Customer.

Modification of General Terms & Conditions Pertaining to GTC

Clause No -18	The vendor shall comply with all State and Central Laws / Acts, Statutory Rules, Regulations etc., as may be enacted by the Government during the tenure of the Contract and having in force and applicable to the Contract and nothing shall be done by the Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof. Provisions of The Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and The Building & Other Construction Workers Welfare Cess Act, 1996 shall also be applicable. The Contractor shall pay all taxes, fees, licence charges / deposits, duties, tolls, royalty, commissions or other charges which may be levied on account of any of his operations connected with the Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Contractor either from moneys due to him or otherwise as deemed fit.	In case Contractor is not registered with GST authorities of state where project is located , vendor shall have to obtain registration with GST Authorities of state .The vendor shall comply with all State and Central Laws / Acts, Statutory Rules, Regulations etc., as may be enacted by the Government during the tenure of the Contract and having in force and applicable to the Contract and nothing shall be done by the Contractor in contravention of any Law / Act and / or Rules / Regulations, thereunder or any amendment thereof. Provisions of The Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and The Building & Other Construction Workers Welfare Cess Act, 1996 shall also be applicable. The Contractor shall pay all taxes, fees, licence charges / deposits, duties, tolls, royalty, commissions or other charges which may be levied on account of any of his operations connected with the Contract. In case BHEL is constrained to make any of such payments, BHEL shall recover the same from the Contractor either from moneys due to him or otherwise as deemed fit.
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Cover Page in View of GST for Indigenous Suppliers

Enquiry No. 197G002 DATED 02.06.17

For indigenous supplier

1. In view of GST implementation following is being incorporated in the NIT.

A. For suppliers who already submitted the offer.

The suppliers who already has submitted the offer needs to submit the following three documents thru tender box within due date of tender.

1. Revised unpriced bid schedule and modified GST (Annexure B and Annexure A, copy is attached)

2. In separate envelope revised priced bid as per format B.

3. Supplier has to provide certificate under Sec 171(anti profiteering clause) of the GST Act “that the benefit of reduction in rate of tax and/or from input tax credit has been duly passed on to BHEL by way of commensurate reduction in prices”

A. For suppliers who has not submitted the offer till date i.e. date of issue of this corrigendum.

The suppliers who has not submitted the offer needs to submit the offer as per original tender incorporating the following below mentioned documents.

1. Along with other documents as per original tender supplier have to furnish the revised unpriced bid schedule and modified GST (Annexure B and Annexure A, copy is attached) along with techno-commercial offer.

2. In separate envelope priced bid as per format B (Revised format, copy is attached with the corrigendum).

3. Supplier has to provide certificate along with techno commercial offer under Sec 171(anti profiteering clause) of the GST Act “that the benefit of reduction in rate of tax and/or from input tax credit has been duly passed on to BHEL by way of commensurate reduction in prices”

Tender Box address:

“Tender Box
Transmission Business Group
Bharat Heavy Electricals Limited
5th floor, tower A, Advant Navis Business Park
Plot No.-7, Sector-142
Expressway Noida (U.P.) -201305”

Suppliers may also email their offer at tender box ID: tenderbox@bhel.in

Enquiry No. 197G002 DATED 02.06.17

For Foreign Supplier

1. In view of GST implementation following is being incorporated in the NIT.

A. For suppliers who already submitted the offer.

The suppliers who already has submitted the offer needs to submit the following additional three documents thru tender box within due date of tender.

1. Revised unpriced bid schedule and modified GST (Annexure B and Annexure A, copy is attached)

2. In separate envelope revised priced bid as per format B.

3. Supplier has to provide certificate under Sec 171(anti profiteering clause) of the GST Act “that the benefit of reduction in rate of tax and/or from input tax credit has been duly passed on to BHEL by way of commensurate reduction in prices”

B. For suppliers who has not submitted the offer till date i.e. date of issue of this corrigendum.

The suppliers who has not submitted the offer needs to submit the offer as per original tender incorporating the following below mentioned documents.

1. Along with other documents as per original tender, supplier have to furnish the revised unpriced bid schedule and modified GST (Annexure B and Annexure A, copy is attached) along with techno-commercial offer.

2. In separate envelope priced bid as per format B (Revised format, copy is attached with the corrigendum).

3. Supplier has to provide certificate along with techno commercial offer under Sec 171(anti profiteering clause) of the GST Act “that the benefit of reduction in rate of tax and/or from input tax credit has been duly passed on to BHEL by way of commensurate reduction in prices”

Tender Box address:

“Tender Box
Transmission Business Group
Bharat Heavy Electricals Limited
5th floor, tower A, Advant Navis Business Park
Plot No.-7, Sector-142
Expressway Noida (U.P.) -201305”

Suppliers may also email their offer at tender box ID: tenderbox@bhel.in

Revised Un-Priced for indigenous vendors SCHEDULE (Part II)

Annexure-B

(BIDDER TO STRICTLY ENSURE SUBMITTING THE PRICE BIDS IN THIS FORMAT)

Enquiry No. 197G002 DATED 02.06.17

Annexure -B TANTRANSCO (ANIKADAVU SITE)

	S.No.	Description of Item	HSN Code	Unit	Quantity	Unit Price Ex-works	Total Ex-Works	GST @__on Ex Works	Unit Freight	Total Freight	GST @__ on Freight	Unit Insurance	Total Insurance	GST @__ on Insurance	TOTAL (FOR Destination) PRICE (Rs.)
	1	2		3		5	6		7	8		9	10		11
	1	High accuracy AC/DC Digital Clamp Meter		NO	2										
	2	Demonstration of High accuracy AC/DC Digital Clamp Meter		LOT	1										
	3	Transformer Oil Testing Kit		NO	1										
	4	Demonstration of Transformer Oil Testing Kit		LOT	1										
	5	CT Analyser Kit		NO	1										
	6	Demonstration of CT Analyser Kit		LOT	1										
	7	Primary Injection Kit 2000 A		NO	1										
	8	Demonstration of Primary Injection Kit 2000 A		LOT	1										
	9	Optical Power Meter		NO	1										
	10	Demonstration of Optical Power Meter		LOT	1										
	11	Optical source		NO	1										
	12	Demonstration of Optical source		LOT	1										

1. It is certified that M/s _____ have quoted as per the specified price format of the tender, otherwise offer shall be liable for rejection.

TENDERER

Revised Un-Priced for indigenous vendors SCHEDULE (Part II)

Annexure-B

(BIDDER TO STRICTLY ENSURE SUBMITTING THE PRICE BIDS IN THIS FORMAT)

Enquiry No. 197G002 DATED 02.06.17

Annexure- B for TANTRANSCO (THAPPAGUNDU SITE)

	S.No.	Description of Item	HSN Code	Unit	Quantity	Unit Price Ex-works	Total Ex-Works	GST @__on Ex Works	Unit Freight	Total Freight	GST @__on Freight	Unit Insurance	Total Insurance	GST @__on Insurance	TOTAL (FOR Destination) PRICE (Rs.)
	1	2		3		5	6		7	8		9	10		11
	1	High accuracy AC/DC Digital Clamp Meter		NO	2										
	2	Demonstration of High accuracy AC/DC Digital Clamp Meter		LOT	1										
	3	Transformer Oil Testing Kit		NO	1										
	4	Demonstration of Transformer Oil Testing Kit		LOT	1										
	5	CT Analyser Kit		NO	1										
	6	Demonstration of CT Analyser Kit		LOT	1										
	7	Primary Injection Kit 2000 A		NO	1										
	8	Demonstration of Primary Injection Kit 2000 A		LOT	1										
	9	Optical Power Meter		NO	1										
	10	Demonstration of Optical Power Meter		LOT	1										
	11	Optical source		NO	1										
	12	Demonstration of Optical source		LOT	1										

1. It is certified that M/s _____ have quoted as per the specified price format of the tender, otherwise offer shall be liable for rejection.

TENDERER

