



## Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL BHAWAN, PLOT NO. DJ-9/1 , SECOTR II ,

SALT LAKE CITY , KOLKATA ,WEST BENGAL, INDIA

Phone : 033-23398220,033-23211690 FAX : 033-23211960

Sub	TENDER CHANGE NOTICE (TCN-01 DTD. 06/07/2019)
Job	SUPPLY ETC. OF 06(SIX) NOS. DIGITAL PORTABLE VIBRATION METER AT BHEL PSER'S KOLKATA OFFICE WITH CALIBRATION CERTIFICATE FROM ANY NABL ACCREDITED GOVT. OF INDIA LAB.(LIKE ERTL/NTH/ETDC/NPLETC.)ONLY. DETAILS AS PER PART-C OF TENDER.
Ref	i) TENDER REF. NO.: PSER: PUR: TSX: 130(V):034 DATE: 26/06/2019

1) [With reference to above, following clarifications, relevant to tender, may please be noted and complied with while submitting the offer.](#)

Sl. no.	Description/ Tender clause	As appeared in tender	Modified as
1	TAXES AND DUTIES	-	AS PER ANNEXURE-I

(Signature, date & seal of authorized representative of the contractor)

- 2) All other relevant clauses shall be read accordingly.
- 3) 'No deviation certificate' is attached. Bidder to submit their offer along with stamped & signed copy of this TCN & 'No deviation certificate' as per attached format only.
- 4) All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

DY MANAGER (PURCHASE)

(Signature, date & seal of authorized representative of the bidder)

**Enclosures:**

- i) ANNEXURE – IV:NO DEVIATION CERTIFICATE
- ii) ANNEXURE-I:TAXES AND DUTIES

(Signature, date & seal of authorized representative of the contractor)

**TAXES & DUTIES:**

- a) All taxes excluding GST with applicable cess & BOCW Cess (mentioned elsewhere in the Tender) but including, Charges, Royalties, any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.
- b) Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.
- c) **GST with applicable Cess, legally leviable & payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.**
- d) The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- e) Since GST on output will be paid by BHEL separately as enumerated above, bidder's quoted rates/ price should be after considering the Input Credit under GST law at their end.
- f) TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- g) TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills.
- h) Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following.
  - a) BHEL GSTN- 19AAACB4146P1ZC
  - b) NAME- BHARAT HEAVY ELECTRICALS LIMITED
  - c) ADDRESS- Shall be intimated later.
- i) Bidder to intimate immediately on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances  
Portal Address - Shall be intimated later.  
And  
Email Address- Shall be intimated later.
- j) In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
- k) In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
- l) Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.
- m) Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied /leviable on BHEL, as the case may be.
- n) Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied /leviable on BHEL.
- o) Way Bill: Successful Bidder shall arrange way bill/ e-waybill for any transfer of goods for the execution of the contract. The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.
- p) Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.

**NO DEVIATION CERTIFICATE**  
**(TO BE SUBMITTED IN THE BIDDER'S LETTER HEAD)**

To,  
BHARAT HEAVY ELECTRICALS LIMITED,  
Power Sector - Eastern Region,  
2<sup>nd</sup> Floor, Block-DJ, Plot no 9/1, Sector – II, Salt Lake City,  
Kolkata – 700 091, Fax – 033-2321-1960

Sub	No Deviation Certificate.	
Job	SUPPLY ETC. OF 06(SIX) NOS. DIGITAL PORTABLE VIBRATION METER AT BHEL PSER'S KOLKATA OFFICE WITH CALIBRATION CERTIFICATE FROM ANY NABL ACCREDITED GOVT. OF INDIA LAB.(LIKE ERTL/NTH/ETDC/NPLETC.)ONLY. DETAILS AS PER PART-C OF TENDER.	
Ref	1.0	TENDER REF. NO.: PSER: PUR: TSX: 130(V):034      DATE: 26/06/2019
	2.0	All other pertinent issues till date.

Dear Sir,

With reference to above tender, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and Conditions) and we offer our unqualified acceptance of the same.

We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void.

**We** hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT *and confirm our acceptance to **reverse auctioning process*** and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

It is also confirmed that the price has been quoted in the format received with the enquiry. We confirm that, we do not have any objections to splitting the quantity among the different bidders by BHEL and price shall remain firm till the completion supply of full ordered quantity.

Any deviation found subsequently at any time during execution of order shall be treated null and void.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorised  
representative of the contractor)