



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 01

Ref: PSER:SCT:RKL-M1812:TCN-01

Date: 01-03-2017

Sub	Tender Change Notice (TCN) - 01.	
Job	Design, Engineering, Manufacturing, Supply, Erection, Testing, Commissioning, etc. of Misc. Tank Package for 1x250 MW Unit at PP-II Expansion Project, NSPCL, Rourkela, Odisha.	
Ref	1.0	Tender no PSER:SCT:RKL-M1812:17.
	2.0	BHEL's NIT, vide reference no PSER:SCT:RKL-M1812:5477, Dated 10-02-2017.
	3.0	Other References, if any.

With reference to above, following points/documents, relevant to tender, may please be noted and complied with while submitting the offer.

1. **Cl. No. 37.0 - TAXES, DUTIES, ETC** of VOLUME-ID-SCC-SERVICE revised and attached vide **Annexure-A** to TCN-01.
2. Introduction of **Annexure-D - Specific Clause w.r.t. BOCW Act & Cess Act** of NIT, attached herewith.
3. Revised 'No deviation certificate' is attached. Bidder to submit '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

Engineer (SCT)

Encl: As Above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 2339 8000

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Clause No. 37.0 - TAXES, DUTIES, ETC of VOLUME-ID-SCC-SERVICE shall be read as below:-

CLAUSE NO	DESCRIPTION
37.0	TAXES, DUTIES, ETC
37.1	<p>TDS under Income Tax as well as TDS for VAT for those portion of Jobs which is / are exigible to State VAT 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.</p> <p>DEDUCTION OF ORISSA VAT:</p> <p>The Bidder should obtain Non-Deduction certificate from Prescribed Authority U/s 54(5)(a) of the Orissa Value Added Tax Act,2004 in order to enable BHEL, PSER not to deduct any VAT/ Works Contract Tax at source. As otherwise, we will be compelled to deduct VAT TDS at the applicable rate of 4% from your Gross Bill Value as per Sec. 54(1) of the Orissa Value Added Tax Act, 2004.</p>
37.2	<p>All taxes excluding Service Tax (including Swachh Bharat Cess & Krishi Kalyan Cess) & BOCW Cess (dealt separately in Tender) but including, Charges, Royalties, Duties, Octroi, Entry Tax, any other Cess, any State or Central Levy and other Taxes for materials obtained for the work and for the execution of the contract shall be borne by you and shall not be payable extra.</p> <p>Any increase of the same at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements after taking the Input Credit, if any, as per provisions of the State VAT Act. The contractor is responsible to furnish all documentary evidences towards payment of VAT/ Works Contract Tax as & when required by BHEL, if applicable. Submission of Tax Invoice is a <u>must</u> after Grossing up the Bills as the price is inclusive of VAT.</p>
37.3	<p><u>Way Bill</u>: No way Bill will be provided by BHEL for bringing materials from outside State to Odisha State.</p> <p>The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with State VAT Act Authorities, for bringing their 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. The contractor must be a Registered Dealer with the State VAT Act, if not registered yet and a copy of the said Registration Certificate along with TIN number must be provided to site RAO/ BHEL.</p>
37.4	SERVICE TAX :
37.4.1	Service tax along with a Swachh Bharat Cess and Krishi Kalyan Cess as legally leviable & payable by the Contractor, Vide Sec-65B (44), shall be paid by BHEL on contractors gross bill and production of GAR-7 Challan.
37.4.2	The Bidder shall issue invoice complying with Rule 4A of the Service Tax Rules 1994 . The invoice shall indicate the name, address and the registration number (PAN Based STC No.) of the Bidder; the name and address and the registration number(AAACB4146PST005) of BHEL; the description and value of taxable service provided; and the service tax payable thereon by the Bidder
37.4.3	You shall furnish proof of Service Tax registration (ST-2) with Central Excise Division

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	covering the Services. Registration should also bear endorsement for the premises from where the billing shall be done by you on BHEL for this Project.
37.4.4	BHEL will not be held to be responsible for non-compliance of various Service Tax Rules, being framed from time to time.
37.4.5	Point of Taxation Rule, 2011 has come into operation from 01-04-2011. As per the rule Invoice must be generated within 30 days from the date of completion of service. In such case, the date of invoice will be the relevant date. However, if the invoice is not generated within 30 days as stated above, the date of completion of service shall be the relevant date.
37.4.6	With introduction of Cenvat Credit Rules, 2004 which came into force wef 10-09-04, Excise Duty paid on input goods including capital goods used for providing the output service and Service Tax paid on Input Service can be taken credit of against the Service Tax payable on output service. As such, while offering the rates, the successful bidder may take into account the benefit of above provisions, as the cost of input to the successful bidder will be net of Excise Duty and Service Tax and adjust their offer price accordingly to make it more competitive.
37.4.7	Vendors must take adequate care and cautions w.r.t “Point of Taxation Rule,2012” as otherwise both the Vendors (for non-compliance) and BHEL (unable to take Credit on Input Services, resulting in extra fund flow in that particular month) will suffer.
37.5	Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

Specific clause wrt BOCW Act & Cess Act

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
7. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
8. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
9. It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
 - (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.
 - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
10. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of

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Specific clause wrt BOCW Act & Cess Act

Beneficiaries and Contribution of Beneficiaries remitted.

11. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
12. If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
 Power Sector - Eastern Region,
 Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
 Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Design, Engineering, Manufacturing, Supply, Erection, Testing, Commissioning, etc. of Misc. Tank Package for 1x250 MW Unit at PP-II Expansion Project, NSPCL, Rourkela, Odisha.	
Ref	1.0	Tender no PSER:SCT:RKL-M1812:17.
	2.0	BHEL's NIT, vide reference no PSER:SCT:RKL-M1812:5477, Dated 10-02-2017.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:RKL-M1812:TCN-01, Dated 01-03-2017.
	4.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such 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. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

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