



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. 21/07/2017)
Job	“OVERHAULING OF TURBINE, GENERATOR & AUXILIARY WORKS AT UNIT-2, 210 MW (KWU DESIGN), IB TPS, OPGCL, ODISHA”.
Ref	TENDER NO.: PSER:PUR:IBV-S272:17 (ENQ:17:PP:0015:PUR:57) Date 14/07/2017.

- 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	Revised / Amended as
1	Clause No. 1 to 12 (TAXES & DUTIES - GST REGIME) of Annexure-I (Scope of Work) (Page no. 9 & 10 of Annexure-I) of tender.	As per Clause No. 1 to 12 (TAXES & DUTIES - GST REGIME) of Annexure-I (Scope of Work) (Page no. 9 & 10 of Annexure-I) of tender.	<u>ANNEXURE - TAXES & DUTIES - GST REGIME (REVISED).</u> This shall form part of tender. This annexure shall supersede the earlier Clause No. 1 to 12 (TAXES & DUTIES - GST REGIME) of Annexure-I (Scope of Work) of tender.
2	Clause No. 8 (Payment Terms) of “SPECIAL NOTE TO BIDDERS” of tender.	As per Clause No. 8 (Payment Terms) of “SPECIAL NOTE TO BIDDERS” of tender.	<u>ANNEXURE - PAYMENT TERMS - GST REGIME (REVISED).</u> This shall form part of tender. This annexure shall supersede the earlier Clause No. 8 (Payment Terms) of “SPECIAL NOTE TO BIDDERS” of tender.
3	Clause No. 10 (LD/Penalty clause) of “SPECIAL NOTE TO BIDDERS” of tender.	As per Clause No. 10 (LD/Penalty clause) of “SPECIAL NOTE TO BIDDERS” of tender.	<u>ANNEXURE LD/PENALTY CLAUSE - GST REGIME (REVISED).</u> This shall form part of tender. This annexure shall supersede the earlier Clause No. 10 (LD/Penalty clause) of “SPECIAL NOTE TO BIDDERS” of tender.

- 2) ‘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.
- 3) All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD.

DGM (PURCHASE)

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

ANNEXURE - IV

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

To,
Bharat Heavy Electricals Limited,
POWER SECTOR – EASTERN REGION
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR
SALT LAKE CITY, KOLKATA – 700 091
FAX – 033-2321-1960

Sub: NO DEVIATION CERTIFICATE FOR TENDER FOR “OVERHAULING OF TURBINE, GENERATOR & AUXILIARY WORKS AT UNIT-2, 210 MW (KWU DESIGN), IB TPS, OPGCL, ODISHA”.

E-Tender No.: PSER:PUR:IBV-S272:17 (ENQ:17:PP:0015:PUR:57) Date 14/07/2017 along with TCN-01 dtd. 21/07/2017.

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/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.

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 offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

ANNEXURE - TAXES & DUTIES - GST REGIME (REVISED).

1.0	TAXES & DUTIES
1.1	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.
1.2	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.
1.3	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.
1.4	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.
1.5	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.
1.6	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.
1.7	TDS under GST (if/ as & when applicable later) shall be deducted at applicable rates on gross invoice value from the running bills. However as on date no TDS under GST is applicable.
1.8	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. BHEL GSTN – Refer attached GSTN code table of BHEL. NAME - BHARAT HEAVY ELECTRICALS LIMITED ADDRESS – Shall be intimated later.
1.9	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. 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.
1.10	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.
1.11	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.
1.12	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.
1.13	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.

1.14	<p>Way Bill: Successful Bidder shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract.</p> <p>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>
1.15	<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.</p> <p>Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.</p>

<u>GSTN code table of BHEL :</u> <u>Statewise GST Registration nos.</u>		
Sl. No.	State / UT	GST Reg. No.
1	Andhra Pradesh	37AAACB4146P7Z8
2	Assam	18AAACB4146P1ZE
3	Bihar	10AAACB4146P1ZU
4	Chandigarh	04AAACB4146P1ZN
5	Chattishgarh	22AAACB4146P1ZP
6	Daman & Diu	25AAACB4146P1ZJ
7	Delhi	07AAACB4146P1ZH
8	Gujarat	24AAACB4146P1ZL
9	Haryana	06AAACB4146P1ZJ
10	HP	02AAACB4146P1ZR
11	Jharkhand	20AAACB4146P5ZP
12	Karnataka	29AAACB4146P1ZB
13	Kerala	32AAACB4146P1ZO
14	Maharashtra	27AAACB4146P1ZF
15	MP	23AAACB4146P1ZN
16	Punjab	03AAACB4146P2ZO
17	Rajasthan	08AAACB4146P1ZF
18	Tamil Nadu	33AAACB4146P2ZL
19	Telangana	36AAACB4146P1ZG
20	Tripura	16AAACB4146P1ZI
21	UP	09AAACB4146P2ZC
22	Uttarakhand	05AAACB4146P1ZL
23	West Bangal	19AAACB4146P1ZC
24	Mizoram	15AAACB4146P1ZK
25	Orissa	21AAACB4146P1ZR
26	Arunachal Pradesh	12AAACB4146P1ZQ

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ANNEXURE- PAYMENT TERMS - GST REGIME (REVISED).

Terms of Payment: Clause no (F), Sub clause 03(Terms of Payment), SPECIFIC TERMS AND CONDITIONS FOR SERVICES JOBS shall be read as below:-

- a) 80% of the contract value plus BOCW cess (as applicable) but excluding the amount of GST shall be payable against submission of three progressive running bills. Each of the billed amount shall correspond to the quantum of job actually completed and to that effect the claim can be preferred based on percentage allotments (to be given in the work order) made. This, however, has to be certified by the resident manager / engineer of the site.
- b) 10% of contract value plus BOCW cess (as applicable) but excluding the amount of GST shall be payable on submission of statutory documents & 'no due certificate from customer's personnel department'.
- c) Balance 10% of contract value plus BOCW cess (as applicable) but excluding the amount of GST shall be payable after successful synchronisation / commissioning and on receipt of final payment by BHEL from Customer IB TPS/OPGCL & after confirmation of full GST Credit to BHEL. Any Interest if levied thereon, for reasons elaborated in Taxes & duties clause of the tender and attributable to bidder, will be recovered for the Final Payment / Retention amount.

BHEL at its discretion may further split up the percentage break up given in billing schedule and effect payment to suit site condition, cash flow requirement etc. according to progress of work.

- d) Applicable GST shall be released to the vendor upon compliance of following: -
 - i. Vendor declaring such Invoice in his GSTR-1
 - ii. Material Receipt Certificate (MRC)/ Engineering Protocol
 - iii. Confirmation of payment of GST thereon by vendor on GSTN Portal
 - iv. Above is subject to receipt of goods / service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

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ANNEXURE- LD/PENALTY CLAUSE - GST REGIME (REVISED).

LD/Penalty clause: -

In the event of failure to complete the work in given time, **penalty @ 3% of contract value per day limited to 9% of contract value for the delay attributable to vendor will be levied**, in case the balance work is allowed to be completed by the contractor beyond the scheduled time of completion, which is at the discretion of BHEL. In case of delays on contractor's part, at any stage during the scheduled period or after, BHEL shall have the option of ensuring completion of the job by any other means at its disposal and the charges on this account shall be levied on the contractor. These shall be adjusted against contractor's bills or Security Deposit.

In case of LD recovery, the applicable GST shall also be recovered from vendor.

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