



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-02 DTD. 17/07/2023)
Job	“Annual Maintenance Contract (AMC) for Enhancement, Maintenance & Support (EMS) of PIS and Finance systems for Oracle based databases and applications, software systems of BHEL PSER, PSWR, PSSR, PSNR, PSTS and PSHQ”.
Ref	TENDER NO.: PSER:PUR:MSX:184(VIII):020(ENQ:23:PP:0015:PUR:26) Date-04/07/2023, TCN-01 Date 10/07/2023, TCN-02 Date 17/07/2023

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

- 1) Revised ANNEXURE-09, REV-1 (Taxes & duties clause) of VOLUME-IF (TECHNICAL CONDITIONS OF CONTRACT (TCC) superseding the earlier ANNEXURE-09 (Taxes & duties clause) issued along with the original tender document, attached.
- 2) **SI no. 3. Under the PAYMENT TERMS** as per **ANNEXURE – 03** (VOLUME-IF, TECHNICAL CONDITIONS OF CONTRACT (TCC)) stands superseded as per the following. All other clauses under payment terms except revised sl no.3 (below) shall remain unchanged :

“Remaining 10% payment of quarterly bill for EMS services of each Region / Division along with applicable taxes shall be released to the vendor upon compliance of following:

Table B	
A	<i>Vendor declaring such Invoice in your IFF/GSTR-1; and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal.</i>
B	<i>Receipt of Goods / Services and Tax Invoice by BHEL</i>
C	<i>Confirmation of payment of GST thereon by vendor on GSTN Portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.</i>
D	<i>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.</i>

Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered from the Final Payment / Retention.”

3) BIDDERS TO QUOTE THEIR OFFER CONSIDERING THE LATEST SCOPE & PROVISIONS/TERMS AND CONDITIONS OF THE TENDER.

- 4) Revised ‘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.

5) All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

MANAGER (PURCHASE)

Encl: As above.

(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

Job: “Annual Maintenance Contract (AMC) for Enhancement, Maintenance & Support (EMS) of PIS and Finance systems for Oracle based databases and applications, software systems of BHEL PSER, PSWR, PSSR, PSNR, PSTS and PSHQ”.

E-Tender No.: PSER:PUR:MSX:184(VIII):020(ENQ:23:PP:0015:PUR:26) Date-04/07/2023, TCN-01 Date 10/07/2023, TCN-02 DTD. 17/07/2023

Dear Sir/Madam,

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 websites 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-09 (of VOLUME-IF, TCC), REV-1 TO TCN-02**TENDER NO.: PSER: PUR:MSX:184(VIII):020(ENQ:23:PP:0015: PUR:26) Date-04/07/2023**

TAXES, DUTIES ETC	
1	All taxes excluding GST (as specified elsewhere in this clause) & BOCW Cess (as specified 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 execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.
2	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
3	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 successful bidder on BHEL for this project / work.
4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
5	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
6	TDS under GST shall be deducted as per prevailing GST rules from the bills.
7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
7.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
7.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
7.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
7.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: - "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.
7.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
7.5	You shall comply with all statutory amendment/notifications in this respect.
8	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN – Refer attached GSTN code table of BHEL. Name - BHARAT HEAVY ELECTRICALS LIMITED Address - Shall be intimated later. Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.
9	Successful 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 send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
10	In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
11	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful 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.
12	Successful 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, successful bidder shall also ensure prompt delivery of goods after despatch.

ANNEXURE-09 (of VOLUME-IF, TCC), REV-1 TO TCN-02

TENDER NO.: PSER: PUR:MSX:184(VIII):020(ENQ:23:PP:0015: PUR:26) Date-04/07/2023

13	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, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/leviable on BHEL, as the case may be.
14	<p>Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.</p> <p>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 successful bidder along with interest levied / leviable on BHEL.</p>
15	<p>Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract.</p> <p>Successful 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 successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.</p>
16	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.
17	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.