

TECHNICAL CONDITIONS OF CONTRACT(TCC)

Corrigendum 1 dated Jan 16-01-2018 to Tender Specifications

BHEL PSSR FEX 35E

The following clause is changed as under.

5.0 TAXES

5.10.1. Goods and service Tax (GST) & Cess

5.10.1.1. The successful bidder shall furnish proof of GST registration with GSTN Portal 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.

5.10.1.2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.

5.10.1.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will be as below:

BHEL GSTN	Respective Site GSTN
NAME	– BHEL SITE OFFICE
ADDESS	– Respective site office address

5.10.1.4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.

5.10.1.5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

5.10.1.6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.

- 5.10.1.7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- 5.10.1.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 5.10.1.9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 5.10.1.10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.

5.10.2. All taxes and duty other than GST & Cess

- 5.10.2.1. The contractor shall pay all (except the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

5.10.3. Statutory Variations

- 5.10.3.1. Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

5.10.4. New Taxes/Levies –

- 5.10.4.1. In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

5.10.5. Direct Tax

- 1.10.5.1. BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax

All other terms and conditions remain same

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