



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 04

Ref: PSER:SCT:NAM-C1432: TCN-04

Date:07-02-2013

Sub	Tender Change Notice (TCN) - 04.	
Job	Balance Civil, Structural, Architectural work including Foundation/ Superstructure of various Plant Equipments / Systems/ Facilities including Induced Draft Cooling Tower, Non Plant Building/ Facilities, Misc Civil works etc for 100 MW (1xFr-VI GT+1x30 MW STG) Gas based combine cycle power project at Namrup, Assam.	
Ref	1.0	Tender no PSER:SCT:NAM-C1432:13.
	2.0	BHEL's NIT, vide ref no PSER:SCT:NAM-C1432:3121 Date:22-01-2013.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:NAM-C1432: TCN-01 Date: 24-01-2013.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:NAM-C1432: TCN-02 Date: 29-01-2013.
	5.0	BHEL's TCN-03, vide reference no PSER:SCT:NAM-C1432: TCN-03 Date: 02-02-2013.
	6.0	Other references (if any).

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

1. **TAXES AND DUTIES** of ANNEXURE-A TO TCN-02 shall be revised as per **ANNEXURE-A TO TCN-04**.
2. Revised 'No deviation certificate' is attached. Bidder to submit '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

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 : 23211798/ 1691

23	TAXES AND DUTIES
23.1	TDS under Income Tax, V.A.T etc, shall be deducted at prevailing rates on Gross Invoice Value from the Running Bills.
23.2.1	The vendor must compulsorily opt for composition scheme notified vide notification no. No.FTX.55/2005/Pt/158 dtd. 31-03-2012.The amount payable as composition money is 5% of the aggregate value of the contract.
23.2.2	The vendor must furnish copy of WC-2 issued by the jurisdictional sales tax authority. Such WC-2 shall be furnished for each financial year.
23.2.3	Assam VAT shall be deducted from the payment made to the vendor @ 5%.
23.2.4	The vendor shall furnish copy of WC-3 return on a monthly basis with a certificate that “the Taxable Turnover as disclosed in the WC-3 return includes the amount of Rs._____ (in words) received / receivable from NBPPL on account of execution of work awarded to us vide Contract Reference No._____ dtd._____. The tax payable if any has been / shall be discharged by us vide Challan No. _____ dtd._____.
23.2.5	Along with the monthly running account bill, the vendor shall furnish the following : (a) Self attested Copy of WC-3 of the previous months ; (b) Self Certification as per Clause (4) ; and (c) Self attested Copy of Challan evidencing discharge of Composition amount.
23.2.6	The vendor shall not issue Tax Invoice and shall not claim composition money separately in the invoice but shall include the composition amount @ 5% in the quoted price.
23.3	The Bidder has to make his own arrangement at his cost for completing the formalities, if required , with State V.A.T. Act Authorities , for bringing their materials , plants and machinery at Site for the execution of the Works under this Contract , Road Permit / Way Bill in Form 62 , shall be arranged by the Contractor for bringing their own tools and plants (Capital Goods) and in Form -61 for bringing materials required for execution of Works and NBPPL 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 R.A.O.
23.4	Any variation on VAT, if imposed subsequently by statutory authority, after due date of submission of latest price offer and within the contract period including extension, if any, (provided reason for extension is not attributable to vendor) shall be paid by NBPPL on production of relevant supporting document to the satisfaction of NBPPL.
23.5	New tax & duties, if imposed subsequent to due date of offer submission, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to contractor), shall be reimbursed by NBPPL at actual on production of relevant supporting document to the satisfaction of NBPPL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties.
23.6	Benefits of abolition and reduction of VAT on self manufactured items will be passed on to NBPPL.

23.7	The seller/ contractor is required to ensure that taxes, duties etc, as applicable, are properly calculated & paid and exemption and benefits, as applicable, are fully availed of. NBPPL shall not be held responsible on account of any fault on the part of vendor in this regard.
23.8	<p>Entry Tax: Bidder may please note that the Bidder is required to get themselves registered under Assam Entry Tax 2008. Bidder is required to pay applicable rate of Entry Tax for their scheduled goods (own Tools and Plants) and will not be reimbursed by NBPPL.</p>
23.9	<p>Service Tax: Determination of value of service portion in the execution of a works contract.: vide Notification 24/2012 ST Dated 06.06.2012,</p> <p>Subject to the provisions of section 67, the value of service portion in the execution of a works contract , referred to in clause (h) of section 66E of the Act, shall be determined in the following manner, namely:-</p> <p>(i) Value of service portion in the execution of a works contract shall be equivalent to the gross amount charged for the works contract less the value of property in goods transferred in the execution of the said works contract.</p> <p>Hence the Bidder should take note of Service Tax Liability on the Services portion.</p> <ul style="list-style-type: none"> ➤ 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. ➤ Vendors must take adequate care and cautions w.r.t “Point of Taxation Rule,2012” as otherwise both the Vendors (for non-compliance) and NBPPL (unable to take Credit on Input Services, resulting in extra fund flow in that particular month) will suffer. <p>The Contractor shall furnish proof of Service Tax registration with Central Excise Division covering the Services.</p> <p>Registration should also bear endorsement for the premises from where the billing shall be done by the Contractor on NBPPL for this Project.</p> <p>NBPPL will not be held to be responsible for non-compliance of various Service Tax Rules, being framed from time to time.</p>

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	Balance Civil, Structural, Architectural work including Foundation/ Superstructure of various Plant Equipments / Systems/ Facilities including Induced Draft Cooling Tower, Non Plant Building/ Facilities, Misc Civil works etc for 100 MW (1xFr-VI GT+1x30 MW STG) Gas based combine cycle power project at Namrup, Assam.	
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	5.0	BHEL's TCN-03, vide reference no PSER:SCT:NAM-C1432: TCN-03 Date:02-02-2013.
	6.0	BHEL's TCN-04, vide reference no PSER:SCT:NAM-C1432: TCN-04 Date:07-02-2013.
	7.0	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 and unqualified compliance to technical specification, integrity pact (if applicable).

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 in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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