



RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD
OFFICE OF THE SUPERINTENDING ENGINEER (765kV Design Cell)
Vidyut Bhawan, Janpath , Jaipur (Tel.No. 2740449 / Fax No. 2740794/2741856)

No. RVPN/SE(765KV)/ EHVSP /TN-1/ /D. ¹⁸⁴ Dated: 30.11.2010.

To,


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Sub : Establishment of 2x1500 MVA, 765/400kV Substation based on IEC-61850 Automation System at at Phagi (Jaipur) alongwith Terminal Bays at existing 400 kV substation at Heerapura (Jaipur) including supply of all equipments/ materials, erection (including civil works), testing and commissioning) against NIT No. RVPN/EHVSP/ TN-1.

Ref : i) This office letter no. 163 DATED 28.10.2010, 147 Dated 28.09.10 & No. 111 Dated 26.07.2010
ii) Pre Bid meeting held on 29.06.2010.

In continuation to this office letter dated 28.10.10, 28.09.10 and 26.07.2010 under reference on aforesaid subject and pre bid conference held on 29th June 2010, clarification/ corrigendum/ amendment in respect of queries/Clarification sought by bidders consequent upon issue of earlier clarifications vide letter under reference against RVPN specification RVPN/EHVSP/ TN-1 is appended at Annexure-I. The aforesaid clarifications are based on queries/ clarifications raised by prospective bidders in writing till 28.10.2010. Soft copy of this is also available for download on www.rvpn.co.in/ www.rajenergy.com.

Encl. As above.


30/11/10
(N.K. Garg)
S. E. (765KV Design Cell)
RVPN, Jaipur.

Copy submitted to following for kind information.

1. The CE(PPM), RVPN, Jaipur.
2. The TA to Director (Technical), RVPN, Jaipur.


30/11/10
S. E. (765KV Design Cell)
RVPN, Jaipur.

ANNEXURE-I

DRAFT REPLY FOR COMMERCIAL QUERY RAISED BY M/S AREVA, NOIDA

S. No.	Clause No/ Volume/ Pg. No.	Existing Clause	Clarification/ Confirmation required	RVPN Reply
1.	Clause No. 11 & Clause No. 40 of General Conditions of Contract, Volume-I, P-III (Page 33 & 54)	Clause No. 11: Taxes & Duties & Clause No. 40: Change in Laws and Regulations.	<p>As per this clause, the contractor is eligible to claim the additional tax on Direct transaction items only, if levied during performance of the contract.</p> <p>1. We understand that, a new legislation on tax (Goods and Service Tax i.e. GST) is planned to be implemented from 1st April 2011. After this new Legislation herein after called "GST" the existing tax laws on Excise, Sales Tax and Service Tax etc. will be abolished, due to this the concept of sale in transit against statutory forms will also abolish so all the Goods & Services to be sold by Contractor to RRVPNL will be "Direct" items, hence will be eligible for claiming tax variation.</p> <p>2. Post "GST" implementation the contractor will be invoicing to the employer/purchaser/owner (i.e. RRVPNL) as per the guidelines of GST.</p> <p>3. RRVPNL will not be in a position to issue tax concessional forms</p>	<p>As per Clause 11.7 (GCC), "----- in respect of raw materials, intermediary components etc and bought out items, neither the Nigam nor the Contractor shall be entitled to any claim arising due to increase or decrease in the rate of Tax, introduction of a new Tax or abolition of an existing Tax in the course of the performance of the Contract"</p> <p>Therefore, necessary statutory requirements/ formalities shall be complied by Nigam under forthcoming GST regime (as implemented/ adopted by Govt. of Rajasthan) to the extent prices as indicated for bought out items/ transactions in the contract remains unchanged.</p> <p>For above, contractor shall however furnish the complete details/ documents showing extent of such changes/ formalities to be adopted/ fulfilled by Nigam and Contractor in the course of performance of contract.</p>

✓ R.S. 03/1

