

Ref. Enquiry No.: PE/PG/BIF/E-6701/2021 dated 21.07.2021

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|---------------------------|
| DUE DATE |
| 11-AUG-2021 |
| BY 14:00 HRS (IST) |

TENDER ENQUIRY THROUGH E-PROCUREMENT

Dear Ma'am/Sir,

Subject: Tender Enquiry for “WORKSHOP EQUIPMENTS (TELESCOPIC STACKER)” as per Technical Specification No. PE-TS-421-568-A013D to 2X660 MW BIFPCL MAITREE KHULNA STPP, BANGLADESH.

BHEL invites offers from reputed bidders (Refer Pre-qualifying requirement and other requirements given in tender enquiry letter uploaded on our websites) for SUPPLY PART & SERVICES PART, SUPPLY PART comprising of design (i.e. preparation and submission of drawing /documents including “As Built” drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting along with maintenance tools & tackles, special tools, fill of lubricants & consumables, spares for erection, startup and commissioning as required, initial spares, forwarding, sea-worthy packing, shipment and delivery to **F.O.R. CHENNAI PORT 'OR' CHA GODOWN (For Indian Bidders) / C&F MONGLA SEA PORT, BANGLADESH (For Foreign Bidders) / F.O.R. BIFPCL MAITREE SITE, RAMPAL, BANGLADESH (For Bangladeshi Bidders)** and SERVICES PART comprising of supervision of erection and commissioning at site, training of Customer's O & M staff, load testing/ performance testing at site, lodging, boarding etc, travelling expenses for project and package specified complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order in line with drawings/ documents/ test procedures approved by BHEL/ Customer for **WORKSHOP EQUIPMENT (TELESCOPIC STACKER)** as per details in different sections / volumes of tender specification No. PE-TS-421-568-A013D.

Your offer shall be submitted in two parts strictly as per Clause - 2.0 of the “**Instructions to Bidders**” of GCC, Rev. 07 through **ONLINE via e-Procurement System on NIC portal** for the under mentioned equipment/system.

| ITEM DESCRIPTION : “WORKSHOP EQUIPMENTS (TELESCOPIC STACKER)” | | |
|--|-------------------------------------|------------------------------------|
| Sl. No. | PROJECT | TECHNICAL SPECIFICATION NO. |
| 1 | 2X660 MW BIFPCL MAITREE STPP | PE-TS-421-568-A013D |

Your best quotation/offer for the above requirement, in line with enquiry terms and conditions, should be submitted online via e-procurement portal (<https://eprocurebhel.co.in>) under mentioned equipment's /system. Please note that you have to submit bids in two parts (Techno-Commercial Bid and Price Bid) separately **ONLINE via e-Procurement System**. In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date.

All corrigenda, addenda, amendments, time extensions, clarifications etc., to the tender will be hosted on websites only (www.bhelpem.com, www.bhel.com, <https://eprocurebhel.co.in>) under subject tender reference. Bidders are requested to visit our websites constantly to keep themselves updated. Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject tender.

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It shall be the responsibility of the bidder to ensure that the tender is submitted via e-PROCUREMENT SYSTEM (<https://eprocurebhel.co.in>) on or before the due date and Part-I bids shall be opened on the due date through e-procurement Portal. Kindly open the website only in Internet Explorer browser.

ENQUIRY TERMS AND CONDITIONS

1. Please refer GCC, Rev.07 which is available on www.bhelpem.com. Bidders are requested to kindly download the same. Bidders are advised to go through the same while submitting the offer.
2. Offers should be submitted/uploaded ONLINE at <https://eprocurebhel.co.in> separately in two parts as follows:
Part-I: **TECHNO-COMMERCIAL BID** Part-II: **ONLINE PRICE BID**
For detailed instructions, please see clause no. 2.0 of "Instructions to bidders of GCC Rev. 07".
3. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e-procurement, in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch. Prices are to be filled/uploaded in price bid bidding form only, price bid (in pdf, excel etc.) (if any) uploaded anywhere in the portal against subject tender shall not be considered.
4. Bidders shall submit their offers meeting the requirements of the following tender documents indicated in GCC, Rev. 07 and other Terms and Conditions included in this Enquiry Letter:
 - **ANNEXURE-I:** To be furnished by the Bidders.
 - **ANNEXURE-II:** DEVITION SHEET (COST OF WITHDRAWAL)
5. **Bidders to note that following form the part of tender documents :**
 - General Conditions of Contract (GCC) Rev.07 comprising of Instructions to Bidders and General Commercial Terms & Conditions
 - Special Conditions of Contract (SCC) Rev. 01 (GCC Rev. 06 mentioned anywhere in the SCC Rev.01 may please be read as GCC Rev. 07)
 - Enquiry Letter (This Letter)
 - Price Schedule – Annexure I (to be filled in bidding form in e-procurement portal only)
 - Technical Specification
 - Technical PQR

Bidders to note that offers shall be submitted strictly in accordance with the requirements of the above tender documents.
6. Deviations (Technical as well as Commercial) from NIT are generally not acceptable. In case of deviations (Technical/Commercial), the same shall be highlighted separately giving clause references along with the Cost of withdrawal of Deviations as per Annexure-II to GCC, Rev. 07 along with reasons for taking such deviations. **Any deviations (Technical as well as Commercial) not mentioned in the Annexure-II shall not be considered.**
Bidder to note all the points mentioned in "Notes" of Annexure-II to GCC, Rev.07.

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7. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.07), Special Conditions of Contract (SCC, Rev.01) and Notice Inviting Tender (NIT)" **in case of no deviations.**
8. Standard pre-printed terms & conditions of the tenderers (other than BHEL format) shall not be considered valid. Unsolicited fresh/revised price bids shall not be entertained.
9. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
10. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be dispatched only after Purchaser's/Owner's inspection at the hold points specified (Physically or Remote Inspection via online mode) in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).
11. Late tenders are liable to be rejected.
12. Prices shall be firm till completion of contract.
13. Validity of offer shall be as per cl.no.7(instruction to bidders) of GCC Rev 07.
14. Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address :

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|--|---|
| Ashish Kumar Gupta, MGR, PG-1 M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301, U.P., INDIA E-MAIL: ashishkumargupta@bhel.in Ph. No. +91-120-4368761, +919873412410 | G. C. THAKUR, DGM/PG-I M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301, U.P.,INDIA E-MAIL : gcthakur@bhel.in Ph. No. +91-120-4368519, +919971056243 |
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15. **Delivery Schedule : As per enclosed Annexure-A to NIT.**
16. Delivery address/point shall be as per point no. 3.0 of SCC, Rev.01.
17. Over all (%) variation in contract value : The variation in overall package value due to changes in the scope shall be limited 0% (NIL) which will prevail over the quantity variation clause no. 6.0 of General Commercial Terms & Conditions of GCC, Rev.07.
18. BHEL shall be finalizing this tender with price bid opening method and will not be conducting Reverse Auction (RA). Bidders to quote suitably. Bidders to note that this will supersede clause no 13 of 'Instruction to Bidders' of GCC Rev 07.
19. Evaluation shall be done on overall L1 (total cost to BHEL excluding GST) basis with necessary loading as applicable. Part scope bidding is not acceptable.
20. Evaluation Currency for this tender shall be INR (Exchange rate shall be the TT selling rate of SBI Bank on the date of part-1 bid opening).

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21. Guarantee period for the subject tender shall be as per cl. no. 12.0 {except 12.2(b)} of GCC Rev.07 or till 23/08/2023, whichever is later.
22. **Service charges for Supervision of E&C are envisaged in this tender. Bidders to ensure that such charges (against Sl. no. 1.1 b and 1.1c of Price Schedule) should not exceed 2% of the total bid value.**
23. **Successful bidder shall submit performance security @5% of Total Ex-Works prices of order required for execution of the contract as per Cl. No. 11.0 of GCC Rev.07, inline with guarantee period of NIT sl. no. 21 above. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT /contract, from the bills along with due interest.**
24. **Pre-Qualifying Requirement:**
Bidders are requested to furnish the details as per "TECHNICAL PRE-QUALIFYING REQUIREMENTS" (enclosed with the enquiry document). Along with the tender, bidders to furnish all legible & valid documents required for Technical PQR. The same shall be properly co-relating with respective clause of PQR.
Bids of only those bidders shall be evaluated who meet the Technical pre-qualifying requirements.
25. Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organisation contact number and email id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.
26. Bidders to note that this is a conditional enquiry (Open Global Tender) and the price bid (Part-II) opening shall be subject to following criterion:
 - a) Fulfilment of Technical pre-qualifying requirements.
 - b) Techno-commercial qualification / recommendation of bidder by BHEL-PEM.
27. The bidders (who are not registered with BHEL-PEM)- Online Registration Portal is operational in BHEL. Non-registered bidders, who wish to apply for registration with BHEL-PEM, have to apply through Online Registration Portal available at www.bhelpem.com → vendor section → Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration. One set of hard copy of the filled-up SRF downloaded from Online Registration Portal duly signed and stamped has to be submitted."
28. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in bidding form. The bidder needs to substantiate the same. If the same item will be required in future for the system same will be supplied free of cost.
29. Foreign & indigenous bidders participating through open/limited tender will necessarily have to but class III DSCs issued by the certifying authorities in India. Basic procedure/ checklist is uploaded on <http://www.bhel.com> www.bhel.com.
30. CIF is not available for the subject package.

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31. Operation & Maintenance (O&M) Manuals shall be submitted by bidder in both English and Bangla Language.
32. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable shall be applicable. Bidders are requested to go through the above mentioned orders and confirm the following:" Margin of purchase preference shall be 20%.
- Class-I, Class-II and Non-local suppliers are eligible to participate in line with cl. 3b of Public Procurement (Preference to Make in India) Order, 2017 dated 04.06.2020. Bidders at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content as per above mentioned orders and shall give details of the location(s) at which the local value addition is made. **Formats for self-certification regarding local content are enclosed with NIT.**
33. Subject package is non divisible in nature and margin of purchase preference shall be 20%.
34. Bidders have to submit "Model Certificate" as per Annexure-III of Order (Public Procurement No.1) F. No. 6/18/2019/PPD Dt. 23/07/2020 of DoE (Public Procurement Division). As per GOI OM no. 6/18/2019/PPD Dt. 23/07/2020 of DoE, any bidder from a country which shares land border with India will be eligible to bid in any procurement only if the bidder is registered with the Competent Authority (Registration Committee constituted by DPIIT as per Annex-I of the Order). In case bidder has proposed to supply finished goods directly/indirectly from vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent authority.
35. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
36. This Package falls under the list of items defined in Para 3 of Ministry of Finance guideline dtd. 20.09.2016 (procurement of items related to public safety, health, critical security operations and equipment etc.) & hence criteria of prior experience/turnover shall same for all the bidders including start-up/MSME.
37. Bidders to note that packing of equipment shall be sea worthy in line with a) corporate standard for export jobs b) technical specification PE-TS-888-100-A001 for sea worthy packing for export jobs, covered under the Technical specification for the package (Ref. No. PE-TS-421-568-A013D). Further, sea worthy packaging will be witnessed by inspection agency. Bidders to submit photographs pertaining to packing of material before despatch.
38. Successful bidder shall abide by all Applicable Laws, Rules and Regulations of Bangladesh relating to the execution of contract and performance of work. Successful bidder shall obtain and maintain all consents, permits and licenses that are required under Applicable Laws of Bangladesh.

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39. No announcements, press releases, handouts or photographs for publication etc. relating to purchase-order/work-order or any part of the supply/work shall be issued or released by successful bidder without BHEL's prior written approval.
40. Indian bidders to note the following Government notifications (enclosed with Enquiry Letter) regarding applicable GST for exports:
- a. Notification No. 41/2017 - Integrated Tax (Rate) dt. 23.10.2017 regarding IGST @0.1%
 - b. Notification No. 40/2017 - Central Tax (Rate) dt. 23.10.2017 regarding CGST @0.05%
 - c. Notification no. 1663 dt. 16.11.2017 regarding SGST @0.05%
41. RBI circular no. FED.CO.TRADE(EXD)/3543/05.11.001/2017-18 dtd 18.10.2017 is enclosed as Annexure-R.
42. In case of joint bidding, bidders to furnish scope matrix which should be clearly defined between them along with the offer for the complete scope.
43. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
44. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.
45. All corrigenda, addenda, amendments, time extensions, clarifications etc., to the tender will be hosted on websites only (www.bhelpem.com, www.bhel.com, <https://eprocure.gov.in/cppp/>) under subject tender reference. Bidders are requested to visit our websites constantly to keep themselves updated. Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject tender.
46. In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date.
47. All the above tender documents shall automatically become the part of the order/contract after its finalisation.
48. All terms and conditions shall be as per NIT, SCC of project and GCC rev. 07. In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be as mentioned in Cl. No. 36 of GCTC of GCC Rev. 07.
49. Please note that for technical bid, detailed offers are to be submitted including the following along with the Price schedules as per BHEL format enclosed with NIT:
- Acceptance of GCC, Rev.07.
 - Acceptance of Special Conditions of Contract (SCC, Rev.01)
 - TECHNICAL Pre-Qualifying Requirement (PQR) along with supporting documents.
 - Technical Deviations and commercial deviations (if, any) as per annexure-II (Cost of Withdrawal of Deviation) in e-procurement portal.
 - Price bid in e-procurement portal.
 - Documents as per Make in India order



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- Along with your offers, please furnish a copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed.
- Un-Priced price schedules duly filled in 'Quoted' or 'Q' in each column/row in bidding form.

Note : Tenderer must submit UN-PRICED Price Schedule duly filled mentioning the word "QUOTED" in place of actual price. The actual price is to be filled in separately and submitted in sealed price bid.

Thanking You.

Yours faithfully,
For and on behalf of BHEL

Ashish Kumar Gupta
(Manager/PG-I/BHEL-PEM)

Enclosures:

1. Enquiry Letter with Terms & Conditions (This letter).
2. Annexure-A to NIT for Delivery Schedule.
3. Technical Specification for the package (Ref. No. PE-TS-421-568-A013D).
4. Technical PQR
5. Annexure-I to NIT for Price Schedule
6. Annexure-II to NIT for Cost of Withdrawal of Deviations
7. SCC, Rev. 01 for 2X660 MW BIFPCL MAITREE KHULNA STPP.
8. Notification No. 41/2017 - Integrated Tax (Rate) dt. 23.10.2017 regarding IGST @0.1%
9. Notification No. 40/2017 - Central Tax (Rate) dt. 23.10.2017 regarding CGST @0.05%
10. Notification no. 1663 dt. 16.11.2017 regarding SGST @0.05%
11. Annexure-R to RBI circular no. FED.CO.TRADE(EXD)/3543/05.11.001/2017-18 dtd 18.10.2017
12. Format for self-certification regarding local content.
13. Format for model certificate.
14. Instructions for packing list
15. Project Information

ANNEXURE A - NIT DELIVERY SCHEDULE

PROJECT : 2X660 MW MAITREE BIFPCL KHULNA STPP

PACKAGE : WORKSHOP EQUIPMENTS (Telescopic Stacker)

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| Sl. No. | BHEL Drawing No | Drawing Title | Primary/ Secondary | Drg./docs. Sch. for Vendors | Standard Delivery Terms for Supply Portion | Scope of Services, (if any, as per Indent) and corresponding schedule for rendering the services |
|---------|--------------------|---|-----------------------|---|--|--|
| 1 | PE-V0-421-568-A002 | Data sheet of machine/equipment with detailed BOM WORKSHOP EQUIPMENT (with painting details and product part catalogues, engine catalogues including load charts) | Primary | R-0 within 21 days from PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt. | <p>Supply : Within Five (05) months from date of CAT-1 approval of Primary drawing/documents or BHEL manufacturing clearance whichever is later.</p> <p>In case date of CAT-1 approval of Primary drawing/documents is later than the date of BHEL manufacturing clearance then for delay analysis, any delay in submission/re-submission of Primary drawing/documents shall be reduced from the given delivery period of 05 months. Delay in BHEL's comments/approval beyond 18 days shall also be considered for delay analysis.</p> <p>In case BHEL manufacturing clearance date is later than date of cat-1 approval of Primary drawing/documents, then for delay analysis submission/re-submission time of Primary drawing/document shall not be considered.</p> | <p>Service Portion comprising of supervision of E&C at site, training of Customer's O&M staff, load testing/ performance testing at site, lodging, boarding, travelling expenses etc.) :</p> <p>Vendor to depute its service engineer for services within 30 days from BHEL's intimation (for deputing service engineer).</p> <p>For delay in deputing service engineer, LD on Service portion shall be applicable @ ½% of the total Service portion contract value (excluding element of taxes) per week or part thereof, with applicable GST. However, total LD (supply + Service) shall be limited to 10% of cumulative total contract value excluding taxes and freight (supply + Service).</p> |
| 2 | PE-V0-421-568-A001 | Inspection Check List / Manufacturing Quality Plan of machine/equipment (with make of major components) | Primary | | | |
| 3 | PE-V0-421-568-A003 | GA of machine / equipment | Primary | | | |
| 4 | PE-V0-421-568-A004 | Operation & Maintenance Manual (in English and Bangla) | Secondary | After Cat 1 approval of drawings at sl. no. 1, 2, 3 | | |
| 5 | PE-V0-421-568-A005 | Schedule of Tools and Spares (Erection and commissioning spares, Initial spares, Consumables, Maintenance tools and tackles) | Secondary | Within 06 weeks from PO | | |
| 6 | PE-V0-421-568-A006 | Sea-worthy packing details | Secondary | After Cat 1 approval of drawings at sl. no. 1, 2, 3 | | |
| 7 | PE-V0-421-568-A007 | Erection and Commissioning Procedure / Demonstration Procedure | Secondary | After Cat 1 approval of drawings at sl. no. 1, 2, 3 | | |

| Annexure I to NIT: BOQ cum PRICE FORMAT | | | | | | | | | | | | | | | | | | |
|--|--|--------------|-----|--|--|---|--|-----------------------|--|-----------------------|------------------------|---|-----------------|---|--|--|--|--|
| 2x660MW MAITREE SUPER THERMAL POWER PROJECT, RAMPAL, BANGLADESH | | | | | | | | | | | | | | | | | | |
| WORKSHOP EQUIPMENTS (TELESCOPIC STACKER) | | | | | | | | | | | | | | | | | | |
| ENQUIRY NO.: PE/PG/BIF/E-6701/2021 dt. 21.07.2021 | | | | | | | | | | | | | | | | | | |
| Bidder name: M/s_____ | | | | DELIVERY TERMS FOR INDIAN BIDDERS : F.O.R. CHENNAI PORT OR CHA GODOWN CHENNAI PORT | | | | | | | | | | APPLICABLE FOR FOREIGN BIDDERS (BIDDERS TO INDICATE THEIR CURRENCY) (DELIVERY TERMS : C&F MONGLA SEA PORT, BANGLADESH) | | | FOR BANGLADESHI BIDDERS (PRICES IN BDT) (DELIVERY TERMS : F.O.R. BIFPCL MAITREE SITE, RAMPAL, BANGLADESH) | |
| S. No. | DESCRIPTION | UNIT | QTY | HSN / SAC Codes | UNIT EX-WORKS PRICE (INCLUDING SEA WORTHY PACKING) (INR) | TOTAL EX-WORKS PRICE (INCLUDING SEA WORTHY PACKING) (INR) | FREIGHT RATE @.....% OF TOTAL EX-WORKS PRICE | FREIGHT CHARGES (INR) | TOTAL EX-WORKS PRICE + FREIGHT CHARGES (INR) | APPLICABLE GST % RATE | TOTAL GST AMOUNT (INR) | TOTAL PRICE F.O.R. CHENNAI PORT 'OR' CHA GODOWN, CHENNAI PORT (INR) | CURRENCY | * UNIT C&F (COST & OCEAN FREIGHT BASIS) INCLUDING SEA WORTHY PACKING (AT MONGLA SEA PORT PRICE) | TOTAL C&F (COST & OCEAN FREIGHT BASIS) INCLUDING SEA WORTHY PACKING (AT MONGLA SEA PORT PRICE) | * UNIT F.O.R. SITE PRICE INCLUDING SEA WORTHY PACKING (in BDT) | TOTAL F.O.R. SITE PRICE INCLUDING SEA WORTHY PACKING (in BDT) | |
| 1 | 2 | 4 | 5 | 3 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | |
| 1.0 | Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for SUPPLY PART comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting along with maintenance tools & tackles, special tools, fill of lubricants & consumables, spares for erection, startup and commissioning as required, initial spares, forwarding, sea-worthy packing, shipment and delivery as specified & SERVICES PART comprising of supervision of erection and comissioning at site,training of Customer's O & M staff, load testing/ performance testing at site, lodging, boarding etc, travelling expenses for project and package specified complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order in line with drawings/ documents/ test procedures approved by BHEL/ Customer for Workshop Equipment (TELESCOPIC STACKER) as per details in different sections / volumes of tender specification. | LOT | 1 | | | | | | | | | | | | | | | |
| BREAKUP OF 1.0 IS AS BELOW: | | | | | | | | | | | | | | | | | | |
| 1.1 | TELESCOPIC STACKER | | | | | | | | | | | | | | | | | |
| 1.1a | Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for SUPPLY PART comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting along with maintenance tools & tackles, special tools, fill of lubricants & consumables, spares for erection, startup and commissioning as required, initial spares, forwarding, sea-worthy packing, shipment and delivery as specified for TELESCOPIC STACKER for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order in line with drawings/ documents/ test procedures approved by BHEL/ Customer as per details in different sections / volumes of tender specification. | No. | 1 | Bidder to enter | | | | | | 0.1% | | | Bidder to enter | | | | | |
| 1.1b | Total lump sum price for site visit (should include travel expenses to/ fro site, visa/ insurance (if applicable), intermediary stay) for Supervision of Erection & Commissioning etc. at site for TELESCOPIC STACKER. | No. of Visit | 1 | Bidder to enter | | | | NA | | 18% | | | Bidder to enter | | | | | |
| 1.1c | Total lump sum price for stay at site including lodgng, boarding, local conveyance etc. for Supervision of Erection & Commissioning etc. at site for TELESCOPIC STACKER. | Days | 2 | Bidder to enter | | | | NA | | 18% | | | Bidder to enter | | | | | |
| 1.1d | TOTAL PRICE FOR TELESCOPIC STACKER (1.1a+1.1b+1.1c) | | | | | | | | | | | | | | | | | |
| Notes: | | | | | | | | | | | | | | | | | | |
| 1) Bidders to note that prices to be quoted shall be valid till the completion of warranty. | | | | | | | | | | | | | | | | | | |
| 2) Bidder to quote the Prices in 'figures' along with corresponding 'words'. | | | | | | | | | | | | | | | | | | |
| 3) Bidder has to quote complete scope for any particular equipment, as incomplete bid shall be liable for rejection. | | | | | | | | | | | | | | | | | | |
| 4) Bidder to note that Bid shall be evaluated on lumpsum basis. | | | | | | | | | | | | | | | | | | |
| 5) Bidder to ensure that charges against Sl. no. 1.1b and 1.1c are not more than 2% of the total bid value | | | | | | | | | | | | | | | | | | |
| 6) No. of visit(s) (except per man day charges for supervision) as mentioned at S.N. 1.1b may vary, depending upon site requirement. Any variation in no. of visit(s) shall be exercised based on unit rate arrived from Sl.N. 1.1b. | | | | | | | | | | | | | | | | | | |
| 7) No. of days for supervision (travel time is excluded) as mentioned at Sl.No. 1.1c may vary, depending upon site requirement. Any variation in no. of days shall be exercised based on unit rate arrived from Sl.N. 1.1c. | | | | | | | | | | | | | | | | | | |
| 8) Indian bidders to consider GST@0.1% for Supply and GST@18% for Service portion. For other bidders (Foreign & Bangladesh), GST is to be considered zero (0) for Supply & Services portion. | | | | | | | | | | | | | | | | | | |

ANNEXURE - II**SCHEDULE OF TECHNICAL AND COMMERCIAL DEVIATION****PROJECT:-2x660 MW BIPCL MAITREE KHULNA STPP-BANGLADESH****PACKAGE:-WORKSHOP EQUIPMENTS - TELESCOPIC STACKER****ENQUIRY NO.: PE/PG/BIF/E-6701/2021 dt. 21.07.2021****NAME OF VENDOR:-**

| SL NO | VOULME/ SECTION | PAGE NO. | CLAUSE NO. | TECHNICAL SPECIFICATION/ TENDER DOCUMENT | COMPLETE DESCRIPTION OF DEVIATION | COST OF WITHDRAWL OF DEVIATION | REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE | NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE) | REASON FOR QUOTING DEVIATION |
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TECHNICAL DEVIATIONS

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COMMERCIAL DEVIATIONS

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PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE


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| | | | |
| NAME | DESIGNATIONS | SIGN & DATE | |

NOTES:

1. For self manufactured items of bidder, cost of withdrawl of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. For directly dispatchable items, cost of withdrawl of deviation will be applicable on the basic price including taxes, duties & freight.
3. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.
4. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
5. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawl of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.
6. Bidder shall furnish price copy of above format along with price bid.
7. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
8. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
9. For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawl of deviation shall be taken as NIL.
10. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
11. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
12. Cost of withdrawl is to be given seperately for each deviation. In no event bidder should club cost of withdrawl of more than one deviation else cost of withdrawl of such deviations which have been clubbed together shall be considered as NIL.
13. In case nature of cost of withdrawl (**positive/negative**) is not specified it shall be assumed as positive.
14. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

SPECIAL CONDITIONS OF CONTRACT (REV 01) dated 07/05/2019
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
These Conditions shall be read in conjunction with General Condition of Contract (GCC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC and its corrigendum, if any.

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| 1.0 | Project Name | 2 X 660 MW MAITREE STPP - BANGLADESH |
| 2.0 | Ultimate Customer | Managing Director, Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh (Contact details – 8823941805) NOTIFIED TO: DGM(C&M), Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh |
| 3.0 | Delivery Address (Ship To)  | a) For Indian Suppliers - Chennai Port 'or' CHA Godown, Chennai Port b) For Foreign Suppliers - MONGLA PORT, Bangladesh c) For Bangladeshi Suppliers - Maitree site, Rampal, Bangladesh (Refer S.No. 4) |
| 4.0 | Location of Plant | 2 X 660 MW MAITREE STPP PROJECT SITE, PO – KALEKKHARBER, UNION – RAJNAGAR, UPAJILA - RAMPAL, DISTRICT – BAGERHAT-9343, BANGLADESH Nearest Port: The nearest port is Mongla Port, Bangladesh. Nearest Airport: The nearest airport is Hazrat Shahjalal International Airport, Dhaka. |
| 5.0 | Entry Point in Bangladesh | 1) MONGLA PORT, BANGLADESH 2) DHAKA's INTERNATIONAL AIRPORT, BANGLADESH |
| 6.0 | Consignee Address (Bill To) | BHEL, POWER SECTOR - PROJECT ENGINEERING MANAGEMENT, POWER PROJECT ENGINEERING INSTITUTE, PLOT NO.25, SECTOR-16A, NOIDA-201301 STATE - UTTAR PRADESH |

Signature
07/05/19





SPECIAL CONDITIONS OF CONTRACT (REV 01) dated 07/05/2019
FOR
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| | Notes: | <ol style="list-style-type: none"> 1. Consignee address (Bill To) in Invoice & LR should be strictly as per Sl. No. 06. Place of supply along with name of state to be clearly indicated by vendor in invoice. 2. Delivery address (Ship To) in Invoice and LR should be as per Sl. No. 03. 3. Invoice should clearly specify "Billing from" and "Shipping from" addresses. 4. It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement. |
| 7.0 | Buyer and Paying Authority | <ol style="list-style-type: none"> 1) Packages for which PO is placed by BHEL-PEM - Buyer and Paying Authority shall be BHEL-PEM. 2) Packages for which LOA is issued by BHEL-PEM & PO is placed by BHEL-PSER - Buyer and Paying Authority shall be BHEL-PSER. |
| 8.0 | Mode of Dispatch | By Road/Rail/Sea/Air on Door Delivery and freight Pre-Paid Basis. |
| 9.0 | Road Permit / E-waybill  | Shall be arranged by vendor (for Indian vendors) |
| 10.0 | Countries on banned list | The bidder shall get himself acquainted with the relevant Bangladesh laws as well as the import policy of the Government of People's Republic of Bangladesh remaining in force regarding import of banned item, if any, during the execution of the contract. In case of import of any banned items and/or contraband item, the consequential liability shall rest with the contractor. Similarly, the contractor shall be responsible for any non-conformance of Bangladesh Laws either by its own employees or any of the employees of its sub-contractors during the execution of the contract. |
| 11.0 | Certification for the sourcing of material. | As per Contractual requirement, goods and services of minimum 75% of the total EPC contract value are to be sourced by BHEL from India only, therefore, all bidders must be mandatorily required to mention value of content sourced from India in their offer to BHEL-PEM and must be required to submit documentary proof (while claiming payment) certifying the value of content sourced from India. |

Seema
07/05/19



**SPECIAL CONDITIONS OF CONTRACT (REV 01) dated 07/05/2019
FOR
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| 12.0 |  Transit Insurance | <p>Indian Supplier: Inland Insurance up to delivery Address (i.e. CHA Godown Chennai port 'or' Chennai port.)</p> <p>a) The inland insurance covering the vendor material from their works to the Chennai port shall be in BHEL scope, however, vendor shall intimate the insurance company (as mentioned at S.No. 13 below) before dispatch.</p> <p>b) Vendor shall not quote for any inland insurance for 2 X 660 MW BIFPCL MAITREE KHULNA STPP.</p> <p>Vendor shall inform the following details of dispatches to the Underwriter (refer details below at S.no. 13) under intimation to BHEL-PEM and BHEL ROD Chennai:</p> <ol style="list-style-type: none"> (1) Policy No. (2) Consignee Name. (3) Consignment Details (items with their weights and value (in INR)). (4) Project Name and P.O. No. (5) LR No. and date, Dispatch origin and destination details, Inv. No. <p>Foreign vendor: For foreign supplies which are direct from third country to Bangladesh port, Insurance from the Vendor's works in the foreign country to the Bangladesh Port shall be covered under Marine Insurance Policy by BHEL. These supplies are on C&F basis.</p> |
| 13.0 | <p>Policy No.</p>  Name of the insurance company details: | <p>#GDI/PBD/09/2018/MCE/P/0001 (C-1)</p> <p>GREEN DELTA INSURANCE COMPANY LTD. GREEN DELTA AIMS TOWER, 51-52, MOHAKHALI C/A, DHAKA 1212 CONTACT PERSON: SYED FORHAD ABBAS HUSSAIN PHONE NO.: +88-01911-345995 FAX: +88-02-985-1124 EMAIL: forhad@green-delta.com; info@green-delta.com</p> |
| 14.0 | GST Registration No. | BHEL-PEM: 09AAACB4146P2ZC |

For
07/05/19



**SPECIAL CONDITIONS OF CONTRACT (REV 01) dated 07/05/2019
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| 15.0 | Dispatch Documents required (to be furnished by Vendor for payment) | <p>Vendor to furnish the scanned copy of dispatch documents immediately on the date of dispatch for billing at BHEL end.</p> <p>For materials originating from non-Indian Territory</p> <p>(a). Three (3) original and Three (3) copies of clean bill of lading or One (1) clean original Airway Bill & Three (3) copies, in case of air freight.</p> <p>(b). One (1) original and Three (3) copies of signed Invoices</p> <p>(c). One (1) original and Three (3) copies of Packing List (clearly showing number of packages, gross weight and net weight).</p> <p>(d). Three (3) copies of certificate of country of origin.</p> <p>(e). Copy of Customer/BHEL MDCC.</p> <p>(f). Three (3) copies of inspection certificate, if any, issued by the customer/his authorised representative.</p> <p>(g). Three (3) copies of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment.</p> <p>(h). Three (3) copies of certificate from the vendor to the effect that the contents in each case are not less than that entered in the invoices and guaranteed as new and as per the relevant technical specifications.</p> <p>(i) Shipping Specification – One (1) copy.</p> <p>(j). Quality Certificate – One (1) copy.</p> <p>(k). Approved Test Certificates, if any. - Three (3) copies.</p> <p>(l). Guarantee Certificate – One (1) Original + One (1) copy.</p> <p>(m). Inspection Reports – One (1) Original + One (1) copy.</p> <p>(n). PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.</p> <p>For Claiming Dispatch payments (for materials originating from Indian territory), Freight, MRC & Services Payments - refer GCC.</p> |
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Revised
07/05/19



SPECIAL CONDITIONS OF CONTRACT (REV 01) dated 07/05/2019
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| 16.0 | Material Receipt Certificate (MRC) | <p>For Supply Packages, Material Receipt Certificate shall be arranged by BHEL-PEM.</p> <p><u>Payment linked to MRC</u> – In case MRC is not received within 120 days from the date of dispatch, then, receipted LR duly endorsed by BHEL-ROD Chennai/ BHEL CHA at Chennai Port (for indigenous bidders) and Bill of lading (for foreign bidders) shall be treated as MRC for vendor payment purpose.</p> |
| 17.0 | Taxes & Duties | <p>A) GOODS AND SERVICE TAX (GST) Transaction between a manufacturer and merchant exporter is in the nature of supply and is not exempted under the GST laws. Accordingly, the Indian bidder should quote the relevant CGST/SGST/IGST in their bid. However, CGST/SGST/IGST will not be taken into consideration for the purpose of evaluation of the bid.</p> <p>B) Being export project, the Indian bidders are required to consider all the applicable export benefits, if any, as per the Foreign Trade Policy 2015-20 and Custom Act. BHEL PEM will provide all the necessary support in this regard. The bidder is required to indicate the support required and the break-up of CIF content at the enquiry stage.</p> <p>C) Custom duty shall be payable by BHEL/BIFPCL-BANGLADESH at the port of destination (BANGLADESH) for the clearance of material supplied. However vendors to note that in case material gets rejected due to reasons attributable to the vendor, then the vendor shall bear the customs duty & other incidentals at the port of destination for further replenishment supplies to be made.</p> <p>D) After the completion of supply of the ordered quantity, for any further supplies arising due to reasons attributable to the vendor, Customs duty and other incidentals at BANGLADESH port shall be paid by the vendor.</p> <p>E) For foreign vendors, if any extra charges are incurred by BHEL during custom clearance at Bangladesh port due to non-compliance/insufficiency by foreign vendor, the same shall be to vendor account.</p> |

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
**SPECIAL CONDITIONS OF CONTRACT (REV 01) dated 07/05/2019
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| | Taxes & Duties | F) In case of Order on foreign Vendor, the dispatches shall be on C&F basis and Taxes & Duties in the country of dispatch (origin) shall be borne by Foreign Bidder & to be accounted in the prices quoted to BHEL/PEM/NOIDA. | | | | | | | | | |
|------------------------------|---|---|------------------|-----------------------------------|-------------------------------|--------------------------|------|------|------------------------------|------|------|
| 18.0 | <p style="text-align: center;">△ 1</p> <p>Loading criteria (This clause is applicable only if bids are received from different countries against any tender)</p> | <p>FOR Chennai Port Price/ C&F (Mongla port) price shall be loaded by following factors to arrive at Total FOR Site price for evaluation purpose.</p> <p>Loading for transportation & Custom Clearance cost to reach material at Maitree project Site at Rampal right from receiving of Cargo at following Port: -</p> <table border="1"> <thead> <tr> <th>Delivery address</th><th>General Cargo (Rate PER MT in Rs)</th><th>ODC Cargo (Rate PER MT in Rs)</th></tr> </thead> <tbody> <tr> <td>From Chennai Port, India</td><td>3812</td><td>5026</td></tr> <tr> <td>From Mongla Port, Bangladesh</td><td>1201</td><td>1998</td></tr> </tbody> </table> <p>NOTES :-</p> <ol style="list-style-type: none"> Bidders to quote weight/dimension of material in their quotation to BHEL-PEM. ODC shall be considered for 100MT or 13MX3MX3M Dimension, whichever is Higher. <p>Also, Loading for any deviation to NIT documents shall be done as per provisions of GCC and its corrigendum, if any.</p> | Delivery address | General Cargo (Rate PER MT in Rs) | ODC Cargo (Rate PER MT in Rs) | From Chennai Port, India | 3812 | 5026 | From Mongla Port, Bangladesh | 1201 | 1998 |
| Delivery address | General Cargo (Rate PER MT in Rs) | ODC Cargo (Rate PER MT in Rs) | | | | | | | | | |
| From Chennai Port, India | 3812 | 5026 | | | | | | | | | |
| From Mongla Port, Bangladesh | 1201 | 1998 | | | | | | | | | |
| 19.0 | Guarantee Period | Guarantee period shall be as per clause no.12.0 of GCC rev no.06 or as specified in NIT, whichever is later. | | | | | | | | | |
| 20.0 | Unloading, Storage and Movement of Material within Site | <p>-By BHEL site office for Supply packages. (The Vendor shall furnish LR wise Gross Wt. and net weight of the consignment in attached format annex-A for the purpose of handling the consignment by BHEL site loading/unloading contractor).</p> <p>-By Vendor for Turnkey i.e. Supply and Erection & Commissioning Packages.</p> | | | | | | | | | |

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
**SPECIAL CONDITIONS OF CONTRACT (REV 01) dated 07/05/2019
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| 21.0 | Inspection Agency (Domestic & Imported supply supplies) | Shall be informed later |
| 22.0 |  LD Calculation | <p><u>Indigenous vendor</u></p> <p>LD to be worked out/levied upto the date of handing over of the goods to BHEL--ROD / CHA at delivery point. Hence, original LR stamped with the date indicating the handing over date of consignments to BHEL-ROD / CHA to be submitted by the supplier to PEM as a proof of goods handed over to BHEL--ROD / CHA.</p> <p>All other LD terms shall be as per Clause no.16.0 of GCC REV 06 along with its GST corrigenda.</p> <p><u>Foreign vendor</u></p> <p>LD to be worked out/levied based on the date of Bill of Lading as delivery completion.</p> <p>All other LD terms shall be as per Clause no.16.0 of GCC REV 06 along with its GST corrigenda.</p> |
| 23.0 |  Clearing House Agents (CHA) | <p>Name of CHA: ABC INDIA LTD (ABCIL) ABCIL Contact Person: Mr. S. Mohapatra (ABCIL) Mobile – 9123679367, Mr. Shukla – 9381094952</p> <p><u>Port Address:</u> Chennai Port Trust Mr. Harshal Trivedi, Engineer/Docks Bharat Heavy Electricals Ltd Near Marshalling Yard, Chennai Port Trust, Chennai 600 001 Mobile no – 08680850932, 044 25362247/25360446</p> <p><u>BHEL-ROD –CHENNAI</u> contact details - Mr. Santosh Kumar Jena, Dy. Mgr will coordinate from ROD-Chennai. Mob – 09489202898, 044-24374317, E-Mail - santoshj@bhel.in</p> <p>NOTE: Indian Vendor shall confirm from BHEL about the delivery address (as mentioned above), before the dispatch of material.</p> |
| 24.0 | Packing Instructions | Refer Annexure –C for packing instructions. |

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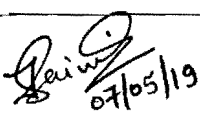
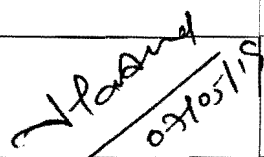
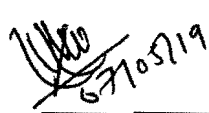
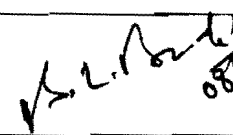
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| 25.0 | Excise Attestation at Works | <p>Sealing of containers – Procedure for sealing of containers shall be as per clause no B of circular no 26/2017-Customs dated 1st July, 2017 and other related circular thereof issued from time to time by Govt of India.</p> <p>For this purpose, PEM's supplier should send the packing lists to IO-Projects at least 2 weeks in advance to enable prepare Shipping Invoices for furnishing to the PEM's supplier for requisite attestations and sending to ROD Chennai through fastest means for a smoother and faster customs clearance under intimation to PEM, NOIDA.</p> |
| 26.0 |  Packing List and Routing of Packing Lists | <p>Copy of suggestive format is attached as Annexure- A. This format is to be strictly followed by the supplier/ bidder (applicable for those bidders to whom order shall be given by PEM).</p> <p>Packing list is an extremely important document, which forms a part of Export Documentations in connection with the processing of customs formalities. Packing List has to be generated by units/Unit vendors and sent to IO at Lodi Complex, New Delhi, and ROD, Chennai (both at the same time), two weeks in advance, for processing and obtaining shipping bills' clearances. All PEM's suppliers to note that Chennai port would be the major port of shipment from India. Vendor will also provide soft copy (in excel format) of packing list to PEM, Noida.</p> |
| 27.0 | Advance intimation about dispatches BHEL-ROD Chennai, BHEL IO Project, New Delhi & BHEL-PEM NOIDA: | <p>An advance e-mail/fax intimation of dispatch of materials / Equipment shall be given by the supplier to PEM NOIDA, BHEL IO Lodi Complex, New Delhi and BHEL-ROD Chennai (The contact person & Tel. no. & address of ROD Chennai etc. shall be furnished later.</p> <p>All PEM's suppliers will give at least 15 days advance intimation to PEM NOIDA, ROD, Chennai & IO-Projects along with package details/ Packing List before actual dispatches to arrange for the storage/shipping arrangements by ROD Chennai and customs invoicing by IO-Projects. Information must be sent to consolidate the details and arrange for shipments in time.</p> |


07/05/19



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| 28.0 | Commissioning spares | The commissioning spares shall be properly packed separately in separate box as per approved sea worthy packing and each spare shall be properly tagged giving details (to match the description given in the packing slip) to facilitate their proper identification. Three copies of packing list is to be kept inside the box and one copy in a special packet at the outer side of the Box. |
| 29.0 | Mandatory Spares | Packing as per approved seaworthy packing instructions. Three copies of packing list along with Manufacturing drawing no. Reference, Catalogue reference etc. is to be kept inside the box and one copy in a special packet at the outer side of the Box. |
| 30.0 | Submission of Final Drawing / Documents along with O&M Manual, Type Test Certificates (if any) | As per GCC/ Technical specification/ Kickoff meeting. |
| 31.0 | Monthly Progress Report | Vendor to provide monthly progress report each month after placement of PO, till supply of material. Monthly progress report of vendor shall include raw material status, BOI status, manufacturing, engineering progress including status of major drawings/docs, inspection & latest dispatch plan. Vendor may use their format to provide required information, however format (if any) issued by Purchaser after placement of PO shall be obligatory to vendor. |

| | Prepared by | Checked By | Reviewed by | Approved by |
|-------------|---|---|--|---|
| Signature |  |  |  |  |
| Name | JITENDER SAINI | HASEEN AHMED | ASIF IQBAL QURAISHI | B L BEDI |
| Designation | SR.ENGR /PG-1 | MGR/PG-1 | DGM/PG-1 | DH/PG-I & II |

[TO BE PUBLISHED IN THE GAZETTE OF INDIA, EXTRAORDINARY, PART II, SECTION 3, SUB-SECTION (i)]

Government of India
Ministry of Finance
Department of Revenue

Notification No. 40/2017-Central Tax (Rate)

New Delhi, the 23rd October, 2017

G.S.R.....(E).- In exercise of the powers conferred by sub-section (1) of section 11 of the Central Goods and Services Tax Act, 2017 (12 of 2017) (hereafter in this notification referred to as "the said Act"), the Central Government, on being satisfied that it is necessary in the public interest so to do, on the recommendations of the Council, hereby exempts the intra-State supply of taxable goods (hereafter in this notification referred to as "the said goods") by a registered supplier to a registered recipient for export, from so much of the central tax leviable thereon under section 9 of the said Act, as is in excess of the amount calculated at the rate of 0.05 per cent., subject to fulfilment of the following conditions, namely: -

- (i) the registered supplier shall supply the goods to the registered recipient on a tax invoice;
- (ii) the registered recipient shall export the said goods within a period of ninety days from the date of issue of a tax invoice by the registered supplier;
- (iii) the registered recipient shall indicate the Goods and Services Tax Identification Number of the registered supplier and the tax invoice number issued by the registered supplier in respect of the said goods in the shipping bill or bill of export, as the case may be;
- (iv) the registered recipient shall be registered with an Export Promotion Council or a Commodity Board recognised by the Department of Commerce;
- (v) the registered recipient shall place an order on registered supplier for procuring goods at concessional rate and a copy of the same shall also be provided to the jurisdictional tax officer of the registered supplier;
- (vi) the registered recipient shall move the said goods from place of registered supplier –
 - (a) directly to the Port, Inland Container Depot, Airport or Land Customs Station from where the said goods are to be exported; or

- (b) directly to a registered warehouse from where the said goods shall be move to the Port, Inland Container Depot, Airport or Land Customs Station from where the said goods are to be exported;
- (vii) if the registered recipient intends to aggregate supplies from multiple registered suppliers and then export, the goods from each registered supplier shall move to a registered warehouse and after aggregation, the registered recipient shall move goods to the Port, Inland Container Depot, Airport or Land Customs Station from where they shall be exported;
- (viii) in case of situation referred to in condition (vii), the registered recipient shall endorse receipt of goods on the tax invoice and also obtain acknowledgement of receipt of goods in the registered warehouse from the warehouse operator and the endorsed tax invoice and the acknowledgment of the warehouse operator shall be provided to the registered supplier as well as to the jurisdictional tax officer of such supplier; and
- (ix) when goods have been exported, the registered recipient shall provide copy of shipping bill or bill of export containing details of Goods and Services Tax Identification Number (GSTIN) and tax invoice of the registered supplier along with proof of export general manifest or export report having been filed to the registered supplier as well as jurisdictional tax officer of such supplier.

2. The registered supplier shall not be eligible for the above mentioned exemption if the registered recipient fails to export the said goods within a period of ninety days from the date of issue of tax invoice.

[F. No. 354/117/2017-TRU (Pt. III)]

(Ruchi Bisht)

Under Secretary to the Government of India

[TO BE PUBLISHED IN THE GAZETTE OF INDIA, EXTRAORDINARY, PART II, SECTION 3, SUB-SECTION (i)]

Government of India
Ministry of Finance
Department of Revenue

Notification No. 41/2017--Integrated Tax (Rate)

New Delhi, the 23rd October, 2017

G.S.R.....(E).- In exercise of the powers conferred by sub-section (1) of section 6 of the Integrated Goods and Services Tax Act, 2017 (13 of 2017), (hereafter in this notification referred to as "the said Act"), the Central Government, on being satisfied that it is necessary in the public interest so to do, on the recommendations of the Council, hereby exempts the inter-State supply of taxable goods (hereafter in this notification referred to as "the said goods") by a registered supplier to a registered recipient for export, from so much of the integrated tax leviable thereon under section 5 of the Integrated Good and Services Tax Act, 2017 (13 of 2017), as is in excess of the amount calculated at the rate of 0.1 per cent., subject to fulfilment of the following conditions, namely: -

- (i) the registered supplier shall supply the goods to the registered recipient on a tax invoice;
- (ii) the registered recipient shall export the said goods within a period of ninety days from the date of issue of a tax invoice by the registered supplier;
- (iii) the registered recipient shall indicate the Goods and Services Tax Identification Number of the registered supplier and the tax invoice number issued by the registered supplier in respect of the said goods in the shipping bill or bill of export, as the case may be;
- (iv) the registered recipient shall be registered with an Export Promotion Council or a Commodity Board recognised by the Department of Commerce;
- (v) the registered recipient shall place an order on registered supplier for procuring goods at concessional rate and a copy of the same shall also be provided to the jurisdictional tax officer of the registered supplier;
- (vi) the registered recipient shall move the said goods from place of registered supplier –

- (a) directly to the Port, Inland Container Depot, Airport or Land Customs Station from where the said goods are to be exported; or
 - (b) directly to a registered warehouse from where the said goods shall be move to the Port, Inland Container Depot, Airport or Land Customs Station from where the said goods are to be exported;
- (vii) if the registered recipient intends to aggregate supplies from multiple registered suppliers and then export, the goods from each registered supplier shall move to a registered warehouse and after aggregation, the registered recipient shall move goods to the Port, Inland Container Depot, Airport or Land Customs Station from where they shall be exported;
- (viii) in case of situation referred to in condition (vii), the registered recipient shall endorse receipt of goods on the tax invoice and also obtain acknowledgement of receipt of goods in the registered warehouse from the warehouse operator and the endorsed tax invoice and the acknowledgment of the warehouse operator shall be provided to the registered supplier as well as to the jurisdictional tax officer of such supplier; and
- (ix) when goods have been exported, the registered recipient shall provide copy of shipping bill or bill of export containing details of Goods and Services Tax Identification Number (GSTIN) and tax invoice of the registered supplier along with proof of export general manifest or export report having been filed to the registered supplier as well as jurisdictional tax officer of such supplier.

2. The registered supplier shall not be eligible for the above mentioned exemption if the registered recipient fails to export the said goods within a period of ninety days from the date of issue of tax invoice.

[F. No. 354/117/2017-TRU (Pt. III)]

(Ruchi Bisht)
Under Secretary to the Government of India

Uttar Pradesh Shasan

Sansthaगत Vitta, Kar Evam Nibandhan Anubhag-2

In pursuance of the provisions of clause (3) of Article 348 of the Constitution, the Governor is pleased to order the publication of the following English translation of notification no.-KA.NI.-2- 1663 /XI-9(15)/17-U.P.GST Rules-2017-Order-(73)-2017 dated November 16, 2017:

NOTIFICATION

No.-KA.NI.-2-1663/XI-9(15)/17-U.P.GST Rules-2017-Order-(73)-2017

Lucknow : Dated: November 16, 2017

In exercise of the powers conferred by sub-section (1) of section 11 of the Uttar Pradesh Goods and Services Tax Act, 2017 (U.P. Act no. 1 of 2017) (hereafter in this notification referred to as "the said Act"), the Governor, on being satisfied that it is necessary in the public interest so to do and on the recommendations of the Council, is pleased to exempt the intra-State supply of taxable goods (hereinafter in this notification referred to as "the said goods") by a registered suppliers to a registered recipient for export, from so much of the state tax leviable thereon under section 9 of the said Act, as is in excess of the amount calculated at the rate of 0.05 percent, subject to fulfilment of the following conditions, namely :-

- (i) the registered supplier shall supply the goods to the registered recipient on a tax invoice;
- (ii) the registered recipient shall export the said goods within a period of ninety days from the date of issue of a tax invoice by the registered supplier;
- (iii) the registered recipient shall indicate the Goods and Services Tax Identification Number of the registered supplier and the tax invoice number issued by the registered supplier in respect of the said goods in the shipping bill or bill of export, as the case may be;
- (iv) the registered recipient shall be registered with an Export Promotion Council or a Commodity Board recognised by the Department of Commerce;
- (v) the registered recipient shall place an order on registered supplier for procuring goods at concessional rate and a copy of the same shall also be provided to the jurisdictional tax officer of the registered supplier;
- (vi) the registered recipient shall move the said goods from place of registered supplier,-
 - (a) directly to the Port, Inland Container Depot, Airport or Land Customs Station from where the said goods are to be exported; or

- (b) directly to a registered warehouse from where the said goods shall be moved to the Port, Inland Container Depot, Airport or Land Customs Station from where the said goods are to be exported;
 - (vii) if the registered recipient intends to aggregate supplies from multiple registered suppliers and then export, the goods from each registered supplier shall move to a registered warehouse and after aggregation, the registered recipient shall move goods to the Port, Inland Container Depot, Airport or Land Customs Station from where they shall be exported;
 - (viii) in case of situation referred to in condition (vii), the registered recipient shall endorse receipt of goods on the tax invoice and also obtain acknowledgement of receipt of goods in the registered warehouse from the warehouse operator and the endorsed tax invoice and the acknowledgment of the warehouse operator shall be provided to the registered supplier as well as to the jurisdictional tax officer of such supplier; and
 - (ix) when goods have been exported, the registered recipient shall provide copy of shipping bill or bill of export containing details of Goods and Services Tax Identification Number (GSTIN) and tax invoice of the registered supplier along with proof of export general manifest or export report having been filed to the registered supplier as well as jurisdictional tax officer of such supplier.
2. The registered supplier shall not be eligible for the above mentioned exemption if the registered recipient fails to export the said goods within a period of ninety days from the date of issue of tax invoice.
3. This notification shall be deemed to have come into force on October 23, 2017.

By Order,



(Rajendra Kumar Tiwari)
AparMukhyaSachiv

FPD.CO.Trade(EXD)/3543/05-11.001/2017-18

October 18, 2017

The General Manager
State Bank of India
Corporate Account Group Branch
11th & 12th Floor, Jawahar Vyapar Bhawan
1, Tolstoy Marg
New Delhi-110001

Dear Sir,

Maitree Super Thermal Power Project in Bangladesh-M/s Bharat Heavy Electricals Ltd (BHEL)


Please refer to your letter No. CAGND/IB/2017-18/139 dated August 11, 2017.

2. We advise that, as a special case, the captioned company has 'no objection' of RBI from FEMA angle for the proposed payment in foreign currencies to its sub-contractors from India in respect of the Maitree Super Thermal Power Project in Bangladesh only to the extent of the work handled by these sub-contractors on behalf of BHEL. This no objection is, however, subject to the following conditions:

- BHEL uses forex inflows (payment from overseas party for the said export) to pay to the domestic sub-contractors
- Only one of the party (i.e. either BHEL or domestic sub-contractor) claims export incentives, if any
- Only one of the parties (i.e. BHEL or domestic sub-contractor) claim the transactions towards export fulfillment, if any
- The transactions will not be treated as 'deemed export'
- Payment of domestic taxes, etc by the BHEL/sub-contractors on such payments are ensured.

3. This communication is issued from the foreign exchange angle under the provisions of FEMA and should not be construed to convey the approval by tax authorities or any other statutory authority or Government under any other laws / regulations. Nothing in the approval should be construed as approval from the credit angle and of the financials or any other aspect of the company. If further approval or permission is required from any other regulatory authority or Government under the relevant laws / regulations, the applicant should take the approval of the concerned agency before effecting the concerned transaction. Further, it should not be construed as regularizing or validating any irregularities, contravention or other lapses, if any, under the provisions of any other laws / regulations.

Yours faithfully,


Satish Joshi
Manager

बैंक द्वारा ई-मेल, एसएमएस या अन्य किसी भी ऑनलाइन माध्यम से आपका बैंक खाता संख्या या अन्य जानकारी नहीं दी जाती है। यह ध्यान रखने का है कि आपका बैंक खाता सुरक्षित रहने के लिए आपको बैंक से ई-मेल, एसएमएस या अन्य किसी भी ऑनलाइन माध्यम से बैंक से कोई भी जानकारी नहीं लेनी चाहिए।

Caution: RBI never sends mails, SMS or makes any kind of personal information like bank's account details, passwords, etc. It never keeps or offers funds to anyone. Please do not respond in any manner to such offers.

विदेशी मुद्रा विभाग, केंद्रीय कार्यालय, 5वीं मंजिल, अमरा भवन, राहौद भगत सिंह मार्ग, कोट मुहरे - 400 001 भारत

संख्या फोन - (022) 2260 1000 फैक्स - (022) 2260 3333 सेविंग मुद्रा फोन - (022) 2260 3000 फैक्स - (022) 2260 4935 ई-मेल - helpdesk@rbi.org.in

Foreign Exchange Department, Central Office, 5th Floor, Amara Building, Shaheed Bhagat Singh Road, Fort, Mumbai - 400 001

COB, Tel: (022) 2260 1000 Fax: (022) 2260 3333 Amara Bldg, Shaheed Bhagat Singh Road, Fort, Mumbai - 400 001

Bidder's company letter head

TO WHOM IT MAY CONCERN

We hereby confirm that minimum local content utilisation for tender no. will be%.

We further confirm that address for local value addition will be our registered works is at
.....

Yours faithfully

Authorised Signatory & stamp

UNDERTAKING

PROJECT NAME: 2 X 660 MW BIFPCL MAITREE KHULNA STPP-BANGLADESH.

PACKAGE NAME: Workshop Equipment (TELESCOPIC STACKER)

TENDER ENQUIRY REF: PE/PG/BIF/E-6701/2021 DTD. 21.07.2021

"I (M/s) have read the clause (GOI- MOF F.No. 6/18/2019-PPD dated 23/07/2020 and clarification dated 24.07.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that M/s is not from a such country and eligible to be considered".

For(Bidder Company Name)

(Authorized Signatory)

INSTRUCTIONS TO PACKING LIST

PROJECT:- 2X660 MW BIFPCL MAITREE KHULNA STPP

PACAKGE:- WORKSHOP EQUIPMENTS (VEHICLE MAINTENANCE, CAR REPAIR WORKSHOP)

Instructions to Packing List

1. Supplier to submit detailed "bill of material" (BoM) at the time of drawing/document submission after placement of PO. Each item of the BoM to be uniquely identified with item code no. or item serial no.
2. Supplier to ensure that all items which will find separate mention in the packing list are covered in this detailed BoM.
3. Supplier to also give the following undertaking in the BOM :

*"The BoM provided herewith completes the scope (in content and intent) of material supply under PO No.-----, dated -----.
Any additional material which may become necessary for the intended application of the supplied item(s)/package will be supplied free of cost in most reasonable time."*