



Ref. Enquiry No.: PE/PG/BIF/E-7104/2022 dated 16.11.2022

DUE DATE
14-Dec-2022
BY 12:00 PM (IST)

TENDER ENQUIRY THROUGH E-PROCUREMENT

Dear Ma'am/Sir,

Subject: Tender Enquiry for "WORKSHOP EQUIPMENTS (OFF-ROAD TRUCK)" for 2X660 MW BIFPCL MAITREE KHULNA STPP, BANGLADESH project.

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** 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, maintenance tools & tackles (as applicable), fill of lubricants & consumables, forwarding, proper packing, shipment and delivery at location as per NIT of 1 No. Off Road Truck for project and package specified above complete with all accessories & warranty as per GCC / SCC issued along with NIT for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order for "WORKSHOP EQUIPMENTS (OFF-ROAD TRUCK)" for 2X660 MW BIFPCL MAITREE KHULNA STPP.

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** for the under mentioned equipment/system.

ITEM DESCRIPTION : "WORKSHOP EQUIPMENTS (OFF-ROAD TRUCK)"		
Sl. No.	PROJECT	TECHNICAL SPECIFICATION NO.
1	2X660 MW BIFPCL MAITREE STPP	PE-TS-421-568-A015

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.

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



Ref. Enquiry No.: PE/PG/BIF/E-7104/2022 dated 16.11.2022

1. Please refer GCC Rev.07 and Corrigenda-01 to GCC Rev.07 which is available on <https://www.bhelpem.com/gcc.aspx>. 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 cl. 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. 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.
5. Late tenders are liable to be rejected.
6. Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

ARJUN SRIVASTAVA, DY. 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: arjunsrivastava@bhel.in Ph. No. +91-120-4368839, +91 9971599688	ASHISH KUMAR GUPTA, MANAGER, 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: ashishkumargupta@bhel.in Ph. No. +91-120-4368761, +919873412410
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7. **Delivery Schedule: As per enclosed Annexure-A to NIT.**
8. **Delivery address/point:**
 - a) For Indian Suppliers - Kolkata Port 'or' CHA Godown Kolkata Port
 - b) For Foreign Suppliers - MONGLA PORT, Bangladesh
 - c) For Bangladeshi Suppliers - Maitree site, Rampal, Bangladesh

For Indian suppliers, in case delivery address changes from Kolkata Port to Chennai Port/Any other destination at the time of dispatch, freight charges as mentioned in PO shall be adjusted on pro rata basis of distance from vendor's works to delivery address.
9. **Evaluation will be done on overall L1 (Total cost to BHEL excluding GST) basis with necessary loading as applicable in NIT. Part scope is not acceptable.**
10. **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).**
11. **Prices shall be firm till completion of contract.**



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12. **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.**
13. **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.**
14. **Payment Terms:**
For Supply part: As per cl. No. 9.1.1 of General Commercial Terms & Condition of GCC Rev 07.
15. **Guarantee period shall be 18 months from last despatch as per cl. no. 12.0 {except 12.2(b)} of GCC Rev.07. Successful bidder shall submit performance security @5% of Total Ex-Works prices.**
16. **Package is non-divisible in nature and MSE preference will be provided for this tender as per MSME act.**
17. **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.**
18. **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.
19. 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
20. 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.”
21. 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.



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22. 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.
23. 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.
24. Bidders to note that packing of equipment shall be sea worthy in line with Technical specification for the package (Ref. No. PE-TS- 421-568- A015). Further, sea worthy packaging shall be witnessed by our inspection agency (physically or remote inspection). Also, Bidders to submit photographs pertaining to packing of material before despatch.
25. 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.
26. 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.
27. 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%
28. RBI circular no. FED.CO.TRADE(EXD)/3543/05.11.001/2017-18 dtd 18.10.2017 is enclosed as Annexure-R.
29. 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.
30. 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.
31. 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.
32. All the above tender documents shall automatically become the part of the order/contract after its finalisation.
33. All terms and conditions shall be as per NIT, SCC Rev.01, GCC rev. 07 and Corrigenda 01 to 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.
34. 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:



Ref. Enquiry No.: PE/PG/BIF/E-7104/2022 dated 16.11.2022

- Acceptance of GCC Rev.07 and Corrigenda-01 to 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.
- Documents as per Make in India order (local content undertaking).
- 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


अर्जुन श्रीवास्तव / Arjun Srivastava
एन प्रोजेक्ट (ई.ई.ई.)/ Dy. Manager (P.G.)
भारत भारी इलेक्ट्रिकल्स लिमिटेड, भारत भारी इलेक्ट्रिकल्स लि. Ltd.
प्लॉट नं. 25, सेक्टर - 16, नोडा - 201301
Power Sector-Project Engineering Management
कॉम्प्लेक्स/ भवन, एन.एन.सी.ओ. टावर, ई.एस.ई. कॉम्प्लेक्स,
इण्डिया इडिए, H.R.D.I. & ESI Complex,
प्लॉट नं. 25, सेक्टर 16 ए, नोडा - 201301
Plot No. 25, Sec. 16 A, Noida - 201301

Arjun Srivastava
(DY. MGR/PG-I/BHEL-PEM)

Enclosures:

1. Enquiry Letter with Terms & Conditions (This letter).
2. Annexure-A to NIT for Delivery Schedule.
3. Technical Specification (Ref. No. PE- TS-421-568-A015).
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.

ANNEXURE A - NIT DELIVERY SCHEDULE

PROJECT : 2X660 MW MAITREE BIFPCL KHULNA STPP


PACKAGE : WORKSHOP EQUIPMENTS (OFF-ROAD TRUCK)

Sl. No.	BHEL Drawing No	Drawing Title	Primary/ Secondary	BHEL Inputs	Drg./docs. Sch. for Vendors	Standard Delivery Terms for Supply Portion	
1	PE-V0-421-568-A015	Inspection Check List / Manufacturing Quality Plan of machine/equipment	Primary		R-0 within 21 days from PO & subsequent revisions within 10 days of comments received from BHEL.	<p>Supply : Within 5 months from date of Cat-1 approval of Primary drawing/documents or BHEL manufacturing clearance whichever is later, subjected to drawing/document submission/re-submission schedule as stipulated, in case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period.</p> <p>Note: 1. Vendor to start manufacturing activities only after obtaining specific manufacturing clearance from BHEL Purchase group. 2. In case BHEL manufacturing clearance date is later than the date of Cat-1 approval of Primary drawing/documents, then the contractual delivery period will be calculated by setting off the time gap between Cat-1 approval date of Primary drawing/documents and the manufacturing clearance date, from any delay by vendor in submission/re-submission of Primary drawing/documents.</p>	
2	PE-V0-421-568-A016	G A , Foundation Detail (as required) and Data sheet of Machine / Equipment with detailed BOM	Primary				
3	PE-V0-421-568-A017	O & M Manual for Equipment	Secondary				2 weeks after approval of primary drg./docs. Supplier is required to submit hardcopies of O&M manual after 30 days of release of MDCC.
4	PE-V0-421-568-A018	Sea Worthy Packing for Equipment	Secondary				2 weeks after approval of primary drg./docs.

Following notes are an integral part of delivery schedule :

- a. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- b. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.
- c. Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.

PRE-QUALIFICATION CRITERIA-TECHNICAL

	2x660MW MAITREE STPP, RAMPAL, BANGLADESH PACKAGE: WORKSHOP EQUIPMENTS (OFF ROAD TRUCK)	PE-PQ-421-568-A013	
		DATE	07/10/2022
		REV NO	00
1.0	The Bidder should be a Manufacturer of Off- road truck or similar equipment Stockist/ Trader/ Distributor/ Dealer/ Authorized agent/ Channel partner/ Sales office or Subsidiary of principal are also acceptable in case bidder is not manufacturer of Off-Road Truck or similar equipment.		
2.0	The bidder has to submit supporting documents with respect to pre-qualification requirement stipulated above at sl no. 1.0		

Note:

- (1) Acceptance of the bidder is subject to Customer (BIFPCL/ OE) approval before ordering.
 - (2) Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
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Annexure I to NIT: PRICE SCHEDULE

2x660MW MAITREE SUPER THERMAL POWER PROJECT, RAMPAL, BANGLADESH

WORKSHOP EQUIPMENTS (OFF ROAD TRUCK)

ENQUIRY NO.: PE/PG/BIF/E-7104/2022

Bidder name:					DELIVERY TERMS FOR INDIAN BIDDERS : F.O.R. KOLKATA PORT OR CHA GODOWN KOLKATA 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. BIFFCL 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. KOLKATA PORT OR CHA GODOWN, KOLKATA 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																	
1.0	Total Ex Work prices 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, maintenance tools & tackles (as applicable), fill of lubricants & consumables, forwarding, proper packing, shipment and delivery at location as per NIT of 1 No. Off Road Truck for project and package specified above complete with all accessories & warranty as per GCC / SCC issued along with NIT for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order..																
MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE.																	
1.1	SUPPLY PART as defined at SI no 1.0 above	1	No.	Bidder to enter		0		0	0	0.1%	0	0			0		0

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) Indian bidders to consider GST@0.1% for Supply . For other bidders (Foreign & Bangladeshi), GST is to be considered zero (0).

ANNEXURE - II

SCHEDULE OF TECHNICAL AND COMMERCIAL DEVIATION
PROJECT:-2x660 MW BIFPCL MAITREE KHULNA STPP-BANG.
PACKAGE:-WORKSHOP EQUIPMENTS - OFF ROAD TRUCK
ENQUIRY NO.: PE/PG/BIF/E-7104/2022



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

COMMERCIAL DEVIATIONS

PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE

NAME	DESIGNATIONS	SIGN & DATE
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
NOTES:

- For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- For directly dispatchable items, cost of withdrawal of deviation will be applicable on the basic price including taxes, duties & freight.
- All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.
- Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
- Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.
- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
- For deviations w.r.t. credit period, Liquidated damages, Firm prices, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII of GCC, Rev-07 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 withdrawal of deviation shall be taken as NIL.
- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
- 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.
- Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
- In case nature of cost of withdrawal (**positive/negative**) is not specified it shall be assumed as positive.
- 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
FOR
2 X 660 MW MAITREE SUPER THERMAL POWER PLANT - BANGLADESH**


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.

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
2 X 660 MW MAITREE SUPER THERMAL POWER PLANT - BANGLADESH**

	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
2 X 660 MW MAITREE SUPER THERMAL POWER PLANT - BANGLADESH**

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> <p>(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> <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 info
07/05/19



**SPECIAL CONDITIONS OF CONTRACT (REV 01) dated 07/05/2019
FOR
2 X 660 MW MAITREE SUPER THERMAL POWER PLANT - BANGLADESH**

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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Devi
07/05/19



**SPECIAL CONDITIONS OF CONTRACT (REV 01) dated 07/05/2019
FOR
2 X 660 MW MAITREE SUPER THERMAL POWER PLANT - BANGLADESH**

16.0	Material Receipt Certificate (MRC)	<p>For Supply Packages, Material Receipt Certificate shall be arranged by BHEL-PEM.</p> <p>Payment linked to MRC – 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>

Revised
07/05/19





**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" style="margin-left: auto; margin-right: auto;"> <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 style="text-align: center;">3812</td> <td style="text-align: center;">5026</td> </tr> <tr> <td>From Mongla Port, Bangladesh</td> <td style="text-align: center;">1201</td> <td style="text-align: center;">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>									

Devina
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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. 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. 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.

Seema
07/05/19



**SPECIAL CONDITIONS OF CONTRACT (REV 01) dated 07/05/2019
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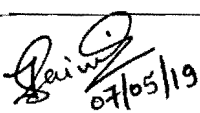
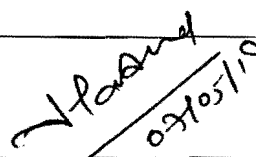
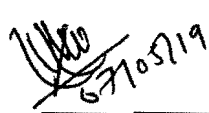
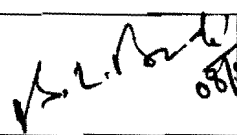
25.0	Excise Attestation at Works	<p>Sealing of containers – Procedure for sealing of containers shall be as per clause no B of circular no 26/2017-Customs dated 1st July, 2017 and other related circular thereof issued from time to time by Govt of India.</p> <p>For this purpose, PEM's supplier should 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>

Review
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**SPECIAL CONDITIONS OF CONTRACT (REV 01) dated 07/05/2019
FOR
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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	 07/05/19	 07/05/19	 07/05/19	 08/05/19
Name	JITENDER SAINI	HASEEN AHMED	ASIF IQBAL QURAIISHI	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

Sansthatgat 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

FED.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, डाक, एसएमएस या फोन कॉल के जरिए किसी को भी व्यक्तिगत जानकारी जैसे बैंक के खाते का ब्यौरा, पासवर्ड आदि नहीं मांगी जाती है। यह धन रखने या देने का प्रस्ताव भी नहीं करता है। ऐसे प्रस्तावों का किसी भी तरीके में जवाब मत दीजिए

Caution: RBI never sends mails, SMSs or makes calls asking for personal information like banks 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, अमर भवन, शहीद भगत सिंह मार्ग, फोर्ट मुंबई - 400 001 भारत

के.वा. फोन: (022) 2260 1000 फेक्स: (022) 2266 5330 अमर भवन फोन: (022) 2260 3000 फेक्स: (022) 2269 4935 ई-मेल: helpfed@rbi.org.in

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

CDB: Tel: (022) 2260 1000 Fax: (022) 2266 5330 Amar Building Tel: (022) 2260 3000 Fax: (022) 2269 4935 E-mail: helpfed@rbi.org.in

Bidder's company letter head

TO WHOM IT MAY CONCERN

We hereby confirm that minimum local content utilisation for tender no. PE/PG/BIF/E-7104/2022 DTD. 16.11.2022 will be%.

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

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Your's faithfully

Authorised Signatory & stamp

- Routing of Packing Lists: Packing list is an extremely important document, which forms a part of export documentation in connection with the processing of customs formalities. Packing List has to be generated by units/Unit vendors and sent to MEPG and ROD (both at the same time), two weeks in advance, for processing and obtaining shipping bills' clearances and avoiding octroi payment through 'N' form at Mumbai.
- Advance intimation to ROD & MEPG: All supplying units/vendors will give at least 15 days advance intimation to ROD & MEPG along with package details before actual dispatches to arrange for storage/shipping arrangements by ROD and customs invoicing by 10. Information must be sent to consolidate the details and arrange for shipments in time.
- Excise Attestation at Works: To avoid opening of big cases for examination by customs at port of shipment, the supplying unit may arrange to get the packing cases sealed by local excise authorities/ self-certification and the relevant invoices and packing lists to be endorsed from Superintendent, Central Excise. For this purpose, Units should send the packing lists to MEPG at least 2 weeks in advance to enable prepare Shipping Invoices for furnishing to the units for requisite attestation and sending to ROD through fastest means for a smoother and faster customs clearance. Also Units to provide "specification of packing with the indication of the number of cargo packages, type of packing and weight of packing in English" along with the packing list.
- If deemed necessary by respective unit, provision of Inspection Windows of size 6" x 4" (glass perplex) for customs examination for all packages (above 1.5 x 1.5 x 1.5 cu m) involving panels of any kind shall be provided by Unit/Vendors . Care would be taken to ensure that all packages are properly sealed to avoid ingress of moisture, rodents etc. Packing slip folders to be attached in each box.
- Drawings for Heavy Weight/ODC consignment: Any package/item weighing above 20000 kgs and/or size greater than 2.5 X 2.5 X 4 m. detailed engineering documents (at least 4 sets) for all items of the above category will be furnished by respective units to issue shipment enquiries in a proper manner. The drawing has to include centre of gravity of the item clearly (Units to identify such items and notify MEPG as soon as the engineering documents are released).
- Lifting Beams: All heavy lifts for which safe handling is essential at the port of dispatch shall be accompanied by lifting beam on non-returnable basis.
- "Marking for Safe Handling: To ensure safe handling, packing case shall be marked to show the following:
 - ✓ Upright position.
 - ✓ Sling position and Centre of Gravity position.
 - ✓ Storage category.
 - ✓ Fragile components (to be marked properly with a clear warning for safe handling).