



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 02

Ref: PSER:SCT:KLN-C2196:TCN-02

Date: 08/03/2023

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Sub	Tender Change Notice (TCN) - 02	
Job	Providing Acid /Alkali Resistant (Chemical Resistant) tiles/bricks with Potassium Silicate bedding mortar etc complete conforming to relevant BS or Equivalent International Code for Aux& BOP Buildings for 2x660MW MSTPP, Rampal Project, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-C2196:23 dated 14/02/2023
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-C2196:9701 Date: 14/02/2023,TCN-01 dated 28/02/2023
	3.0	Other References, if any.

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

- 1) **Due date of submission of offer is extended from 08/03/2023 to 10/03/2023 (14-00 hrs).** Bidders are requested to submit their offer by extended due date positively.
- 2) **Clarification to bidder's queries** may be noted vide this **Annexure-A to TCN-02**
- 3) **Revised SCC(SPECIAL CONDITION OF CONTRACT)-R-01** superseding earlier issued **SCC(SPECIAL CONDITION OF CONTRACT)-R0** along with NIT.
- 4) Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 5) All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

Sr Mgr. (SCT)

Encl: As Above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : (033) 2339-8000

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Providing Acid /Alkali Resistant (Chemical Resistant) tiles/bricks with Potassium Silicate bedding mortar etc complete conforming to relevant BS or Equivalent International Code for Aux& BOP Buildings for 2x660MW MSTPP, Rampal Project , Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-C2196:23 dated 14/02/2023
	2.0	BHEL's NIT, vide reference no PSER:SCT:KLN-C2196:9701 Date: 14/02/2023
	3.0	BHEL's TCN-01 dated 28/02/2023 , TCN-02 dated 08/03/2023
	4.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

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

ANNEXURE-A TO TCN-02				
Job	Providing Acid /Alkali Resistant (Chemical Resistant) tiles/bricks with Potassium Silicate bedding mortar etc complete conforming to relevant BS or Equivalent International Code for Aux& BOP Buildings for 2x660MW MSTPP, Rampal Project , Bangladesh			
Tender No	PSER:SCT:KLN-C2196:23 dated 14/02/2023			
Sl. no	Reference clause of tender document	Existing provision	Bidder's Query	BHEL's clarification
1	14 B.0 Import in Bangladesh	Regarding Custom Duty	On BHEL Scope and Custom agent of BHEL to assist during custom clearance If billing is to indigenous party then the goods will be handed over to BHEL CHA/CFS on India Port If Billing is in USD then billing will be made directly to BHEL Bangladesh address and the payments shall be released in USD by Bangladesh. The Custom duty / Custom clearance on Bangladesh shall be in scope of BHEL.	As per Tender
2	(SCC) SUPPLY / APPLICATION SCHEDULE Clouse No -04	Supply/Application Schedule as below:- a) 1500 sqm material dispatch within 1 month from PO date b) 1500 sqm material despatch within 2 months from PO date c) Balance material despatch with 3 months from PO date d) Providing Supervision to be completed within 6 months from PO date	Lot wise material will be manufactured and MTC will be submitted within 30 days from Manufacturing Clearance. Then after issue of MDCC from BHEL it will take 30 days to reach at BHEL Bangladesh site. Hence each lot will take 70 days for supplies from Manufacturing Clearance, THIS IS CONSIDERING 10 DAYS TIME FOR issue of MDCC	Revised SCC(R-01) attached.
3	(SCC) SUPPLY / APPLICATION SCHEDULE 14.A.7	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 30 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN-19AAACB4146P1ZC Name- BHARAT HEAVY ELECTRICALS LIMITED Address- Power Sector Eastern Region, Plot No. 9/1, DJ- Block, Sector II Salt Lake City , Kolkata -700 091	If Invoice will be billed to BHEL Kolkata then GST @18% will be charged extra. Please confirm as if the Billing is done to BHEL Kolkata then the billing currency will be INR instead of USD as it will be called as Indignous sale. If Billing is done on BHEL – Bangladesh account then the billing will be USD and for export GST will not be charged. In this case the Custom clearance in Bangladesh will be done by BHEL.	As per Tender

ANNEXURE-A TO TCN-02

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Tender No	PSER:SCT:KLN-C2196:23 dated 14/02/2023			
Sl. no	Reference clause of tender document	Existing provision	Bidder's Query	BHEL's clarification
4	(SCC) SUPPLY / APPLICATION SCHEDULE 14 B.52	Supplier shall note that the Commercial Invoice must contain the 'Bill to'; 'Ship to'; 'Consignee'; details as below: Bill to: Bharat Heavy Electricals Limited Power Sector Eastern Region, Plot No. 9/1, DJ- Block, Sector II Salt Lake City, Kolkata -700 09 Ship to / consignee Details: - Managing Director, Bangladesh-India Friendship Power Company (Pvt.) Limited (A Joint Venture Company of Bangladesh Power Development Board (BPDB) & NTPC Ltd.), Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden,Dhaka-1217, Bangladesh TIN: 679263372309, BIN: 000305686-0802 A/c Bharat Heavy Electricals Limited Power Sector Eastern Region Plot No. 9/1, DJ- Block, Sector II Salt Lake City, Kolkata -700 091, India	If Bill to is BHEL Kolkata then GST will be charged 18% extra	Bill in USD @ ZERO rated
5	(SCC) SUPPLY / APPLICATION SCHEDULE 14 A.0	Indian GST: (For Indian Suppliers)	GST will be charged extra if billing address is BHEL Kolkata and billing currency will be INR . USD invoice cannot be prepared for indigenous vendor. Further for selling goods to indigenous vendor GST is compulsory. In GST portal there is no provision for USD and GST on USD.	Currency USD @ ZERO rated

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Tender No	PSER:SCT:KLN-C2196:23 dated 14/02/2023			
Sl. no	Reference clause of tender document	Existing provision	Bidder's Query	BHEL's clarification
6	(SCC) 10	TERMS OF PAYMENT: A) FOR INDIAN BIDDERS: A1) 90% payment " All-inclusive total F.O.R. site price excluding GST as applicable, would be released after receipt of material at site and on submission of following documents as applicable:- a) GST compliant Invoice (1 original plus 2 copies) -- Tax Invoice. b) LR / Bill of Lading in India & Bangladesh as applicable c) Certificate of origin as applicable d) Shipping bill as applicable e) Insurance Intimation f) Material Receipt Certificate / Store Receipt Voucher g) Material Dispatch Clearance Certificate i.e. MDCC h) Guarantee Certificate i) The documents are to be submitted mentioning CONSIGNEE as BIFPCL & A/c. as BHEL. B) 5% payment on pro-rata basis shall be released on providing supervision services at Maitree Site for fixing work: - a) Certification from site for completion of supervision for fixing work. C) Balance 5% shall be paid after completion of Guarantee/warranty period. However, if desired by agency, this 5% may be released through TT payment/NEFT/RTGS by BHEL against submission of equivalent amount of USD to INR (Ref as per SL.NO. 11) bank guarantee as per Performance Bank Guarantee format, to be kept valid till warranty period. D) Payment will be released within 30 days from the date of receipt of complete invoice along with all necessary documents including Engineering Certificate. E) Paying Authority: AGM Finance, BHEL-PSER Kolkata F) No advance shall be paid. G) Payment shall be made in USD in India. However, BHEL at its sole discretion may make payment in INR in the equivalent amount of USD by conversion based on SBI TT Selling rate as on the date of invoice/ Payment. H) PVC , ORC , ANY Other Extra Claim – NOT APPLICABLE	If billing unit is USD then payment to be done in USD. If billing unit is INR then payment is to released in INR. Please ensure USD for indigenous client can be paid by foreign importer only. If billing unit is in INR then payment will be in INR. INR billing will be done for indigenous vendor	Currency USD @ ZERO rated

ANNEXURE-I
SPECIAL CONDITION OF CONTRACT (SCC)-R01

JOB: Providing Acid / Alkali Resistant (Chemical Resistant) tiles/bricks with Potassium Silicate bedding mortar etc complete conforming to relevant BS or Equivalent International Code for Aux & BOP Buildings for 2 x 660 MW MSTPP, Rampal Project, Bangladesh.

Tender No : PSER:SCT:KLN-C2196:23 Date: 14/02/2023

1.	SCOPE OF THE JOB	Providing Acid / Alkali Resistant (Chemical Resistant) tiles/bricks with Potassium Silicate bedding mortar etc complete conforming to relevant BS or Equivalent International Code for Aux & BOP Buildings for 2 x 660 MW MSTPP, Rampal Project, Bangladesh.
2.	DELIVERY TERMS	F.O.R. Destination Basis Upto Maitree Site, Bangladesh <u>Delivery Address: -</u> Site In-charge, Bangladesh-India Friendship Power Company (Pvt.) Limited, 2x660 MW Maitree Super Thermal Power Project, PO-Kalekharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh Contact No.: +8801678582823 "FOR DESTINATION 2X660 MW MAITREE SUPER THERMAL POWER PROJECT RAMPAL, BAGERHAT, BANGLADESH" ON DOOR DELIVERY BASIS "means the bidder shall transport the Material and make the Material/Consignment available at BHEL store at 2X660 MW MAITREE SUPER THERMAL POWER PROJECT RAMPAL, BAGERHAT, BANGLADESH
3.	COMPLETION PERIOD	Total Completion Period shall be 6 months from PO date.
4.	SUPPLY SCHEDULE	Supply Schedule as below:- a) 1500 sqm material despatch within 45 days from written intimation/clearance for manufacturing from BHEL. b) 1500 sqm material despatch within 60 days from written intimation/clearance for manufacturing from BHEL. c) Balance material despatch with 4 months from written intimation/clearance for manufacturing from BHEL. d) Total Supply (Delivery upto Maitree Site) Completion within 06 months from PO Date.
5.	CONSIGNEE	Managing Director, Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh Notifying Party Shall be BHEL. (Final Consignee & Notifying Party address will be intimated before actual dispatch)
6.	<u>Mode of Measurement: -</u>	Payment shall be made based on actual material supplied at site as per MDCC & instruction of BHEL.
7.	Bidders shall quote their price in USD as per the format of Volume-III, price schedule (Latest revision) only.	
8.	Each package should have the following inscriptions legibly and clearly: Destination: MSTPP/ Bangladesh Package number: BHEL/MTR/BD/PSE/YYY/ZZZZZ Where: YYY stands for vendor name/code and ZZZZZ stands for package sl. no. (to be intimated by BHEL before dispatch) Handling marks and the following Delivery marking: Gross and Net weight: Dimension: Lifting Places: CONTRACT NO.: BIFPCL/EPC-MAIN PLANT/2016/01 PURCHASER: BIFPCL, Bangladesh	
9.	GUARANTEE/ WARRANTY	The material shall be guaranteed for a period of twelve months from the date of completion of supply at site against any manufacturing defects. If any discrepancy noticed during testing, the material will have to be replaced to Site free of cost. However, test results and successful completion as certified by the BHEL / BIFPCL Engineer shall be final and binding on the vendor.
10.	PAYMENT TERMS	<u>TERMS OF PAYMENT:</u>

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		A) FOR INDIAN BIDDERS: A1) 90% payment " All-inclusive total F.O.R. site price excluding GST as applicable, would be released after receipt of material at site and on submission of following documents as applicable:- - GST compliant Invoice (1 original plus 2 copies) -- Tax Invoice. - Packing List - LR / Bill of Lading in India & Bangladesh as applicable - Proof of GST Registration - Commercial Invoice - Certificate of origin as applicable - Shipping bill as applicable - Insurance Intimation - Store Receipt Voucher - Material Dispatch Clearance Certificate i.e. MDCC - Guarantee Certificate - The documents are to be submitted mentioning CONSIGNEE as BIFPCL & A/c. as BHEL. A2) 5% payment on pro-rata basis shall be released on providing supervision services at Maitree Site for fixing work: - - Certification from site for completion of supervision for fixing work. C) Balance 5% shall be paid after completion of Guarantee/warranty period. However, if desired by agency, this 5% may be released through TT payment/NEFT/RTGS by BHEL against submission of equivalent amount bank guarantee as per Performance Bank Guarantee format, to be kept valid till warranty period. D) Payment will be released within 30 days from the date of receipt of complete invoice along with all necessary documents including Engineering Certificate. E) Paying Authority: AGM Finance, BHEL-PSER Kolkata F) No advance shall be paid. G) Payment shall be made in USD in India. However, BHEL at its sole discretion may make payment in INR in the equivalent amount of USD by conversion based on SBI TT Selling rate as on the date of invoice / payment.
11.	SD/BG/PBD	5% of CV has been considered as Guarantee Money as stipulated in Payment terms. PBG/SD/BG/ if applicable shall be submitted in the equivalent amount of USD to INR with SBI TT Selling rate on the date of conversion of Price Bid opening
12.	LIQUIDATED DAMAGE (LD)	If The successful bidder fails to complete entire scope of work within completion period, for reasons attributable to them, BHEL shall have the right to recover, as liquidated damages (LD), a sum equivalent to 0.5% of contract price, including taxes, duties, etc. for delay of each week or part thereof. The liability for delay shall not in any case exceed 10 % (Ten percent) of the contract price.
13.	PAYING AUTHORITY	All issues related to invoicing, payment shall be addressed to following: - AGM & HOD FINANCE Bharat Heavy Electricals Ltd. Power Sector Eastern region, BHEL Bhawan, Plot No. DJ – 9/1, Sec-II, Karunamoyee, Salt Lake, Kolkata, West Bengal-700091, India. Any change of above shall be intimated to The successful bidder accordingly.
14.	QUALITY, INSPECTION	BHEL reserves the right to inspect the material during manufacturing and also to get tested the material

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	& JOINT VERIFICATION	under dispatch from third party. The test results of third party test shall be final and binding on the vendor. BHEL will reserve the right to inspect/test the material during/after manufacturing at supplier's works, and/or at BHEL Site. In case of rejection at any stage, supplier shall be liable to replace at his own cost. No material shall be dispatched by supplier until and unless Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site. Each consignment will be accompanied by MDCC. Site test of tiles shall be conducted as per BHEL/CUSTOMER's field quality plan. BHEL reserves the right to conduct necessary test at vendor's works, if required Quality of tiles is associated with shelf life. Shelf life of supplied tiles should not exceed the limit as per applicable Specification taking into consideration the date of manufacturing, transit time. Bidder should ensure supply accordingly
15.	MANPOWER, LABOUR & T&Ps	01(one) nos Supervisor to be provided for supervision of fixing work at Maitree site. He shall guide the working manpower (deployed by BHEL appointed agency) for proper workmanship at site. Any shortcoming during execution of work shall be immediately brought to the notice of BHEL site for proper completion of job. The supervision services shall be provided for 6 man-months from the date of reporting of Supervisor at site as intimated by BHEL-Site.
16.	INSURANCE	BHEL/ customer shall arrange comprehensive insurance policy for total supply & services for main equipment/ system covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning up to trial operation/ completion of unit(s) including theft, sabotage, fire, lightning and other natural calamities. The details of the underwriter shall be intimated to the successful bidder before commencement of dispatch of the materials from the registered place of the bidder.
17.	QUANTITY VARIATION	Quantity variation shall be limited to + 30% of the Total Contract Price.
18.	STORAGE OF MATERIAL	The unloading of material at site shall be the bidder's scope. The materials shall be handed over to BHEL stores and MRC shall be issued as per actual quantities received at site.
19.	EVALUATION & AWARDING	Awarding and Evaluation would be done on Total Quoted Price in USD.

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ANNEXURE-A (TAXES, DUTIES ETC)

14A.0	Indian GST: (For Indian Suppliers)
14A.1	The supply under this Tender shall be physical exports from India and as such, there shall not be any Indian GST on such transaction. All taxes, Charges, Royalties, any State or Central Levy and other taxes in India for materials if any obtained for the work and for execution of the contract shall be borne by successful supplier and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful supplier contractor. Supplier's quoted/ accepted rates/ price shall be inclusive of all such requirements.
14A.2	BHEL Project office in Dhaka shall facilitate the Indian suppliers/ his C&F agent in Bangladesh to obtain Import Permit (IP) as per the extant Laws in Bangladesh from the Office of Chief Controller of Imports and Exports (CCI&E). The cost and fees for obtaining such Import Permit (IP) shall be on bidder's account. The payment to the Indian suppliers shall be made from India in USD.
14A.3	The supplier shall also issue suitable instruction to their C&F agent to comply with relevant conditions for compliance of Notification as issued by the tax authorities from time to time.
14A.4	Since GST on output will be paid (as may be applicable) by BHEL separately as enumerated above, supplier's quoted rates/ price should be after considering the Input Credit under GST law at supplier's end.
14A.5	Way Bill: Successful supplier to arrange for waybill/ e-waybill for any transfer of goods for the execution of the contract. Successful supplier has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ successful supplier, if required, shall arrange Way Bill, and BHEL will not supply any Road Permit/ Way Bill for this purpose.
14A.6	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
14A.7	Benefits and/ or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
14B.0	Import in Bangladesh: (Applicable for Indian Supplier)
14B.1	Supplier may please note that import for the project shall be in the name of our Employer / Owner of the Plant / Project and such import other than Office and Household Equipment shall be exempted from payment of Customs Duty, VAT & Supplementary Duty as per S.R.O-73 dtd. 19-03-1997 read with Special Order No. 373 /655 dtd.13-12-2018. Regulatory Duty (RD), Advance Trade VAT (ATV) & AIT are exempted / not applicable. Further, any documentation needed for facilitating the Imports like Bill of Entry, Bill of Lading, Packing List, Certificate of Origin etc. will be submitted by the supplier in reasonable time having regard to the time for delivery of the work and the time for completion. Documents required for import clearance at Bangladesh Customs shall be provided/ arranged by BHEL from Customer based on supplier's documents as above.
14B.2	The supplier shall raise consolidated invoice covering all the charges including ocean freight and any other charges. The currency of this Invoice shall be USD. The charges on account of Ocean Freight and / or any other charges shall include all taxes, duties, charges, Cess or any other taxes incurred in connection with performance of the supply of goods at project site in Bangladesh.
14B.3	However, if any of the taxes as mentioned above are paid by the supplier as per the extant law in force in Bangladesh, the same shall be reimbursed at actuals subject to production of documentary evidence in support of such payment. However,

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	the supplier shall obtain prior approval of BHEL before deposition of such taxes.
14B.4	The supplier should correctly and accurately classify all the materials, supplies, equipment, tools and other articles to be shipped under the subject purchase order as per the Harmonized Commodity Description and Coding System. The supplier may refer the website of Bangladesh Customs Authority in this regard (http://www.bangladeshcustoms.gov.bd/trade_info/operating_center).
14B.5	The Supplier shall promptly unload the materials, supplies, equipment, tools and other articles.
14B.6	The supplier shall be responsible for import of all permanent imported items including freight forwarding, custom clearance on both side at India & Bangladesh, port handling, port charges and C&F commission & their offer Price should consider Demurrage, Landing fee and Additional Border Charges, and various other charges / fees imposed by the Customs Authority, Port Authority or any other authority. No extra payment shall be paid by BHEL in this regard. The price shall be FO.R. Site as such and shall be inclusive of all such requirement.
14B.7	Any Taxes for exporting material from source country & as applicable in the source country shall be on supplier's account. However, supplier to take into consideration Duty Free Export Provisions in source country, as applicable, including that in GST in case of exports from India. As such, while offering the rates, the supplier may take into account the benefit of above provisions, as the cost of input to the supplier will be net of such taxes and adjust their offer price accordingly to make it more competitive.In case of supply from India Supplier to take into consideration applicable, Zero Rated Export Provisions under GST Law.