



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL BHAWAN, PLOT NO. DJ-9/1 , SECOTR II ,

SALT LAKE CITY , KOLKATA ,WEST BENGAL, INDIA

Phone : 033-2339 8220 FAX : 033-23211960

TENDER CHANGE NOTICE

SUB : TENDER CHANGE NOTICE (TCN-2 DTD 04/01/2021)

JOB : **SUPPLY OF 2400 MT REINFORCEMENT STEEL FOR 2X660 MW MAITREE STPP, RAMPAL, BAGHERHAT, BANGLADESH.**

REF: TENDER NO.: PSER: PUR:PMX:351(XIX):030 Date: 24/12/2020 , TCN-01 dtd 30/12/2020 & TCN-2 DTD 04/01/2021

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

- 1) TERMS OF PAYMENT (CLAUSE NO. 13.0 of SCC superseding the corresponding earlier clause published along with NIT)
120 days Usance LC (by negotiation) as per following terms & conditions:
 - a) 120 days Usance LC (Irrevocable) reckoned from the date of submission of documents at Beneficiary bank. Opening charges and retirement charges to BHEL's account, all other charges to supplier's account,
 - b) LC will be opened within 21 days from MDCC,
 - c) Last shipment date shall be 60 days from the date of LC establishment,
 - d) Weight of material receipt (excluding packing material) at delivery location will be considered for payment,
 - e) Negotiation period is maximum 21 days from the date of shipment.
 - f) Negotiable documents shall be restricted to Indian bidder 1) Indian GST compliant Invoice in one original, 2) Original copy of Lorry Receipt (LR)/Railway Receipt (RR), as applicable, 3) Manufacturer's Factory Test certificate in one original.
Negotiable documents shall be restricted to Bangladeshi bidder 1) Bangladesh VAT compliant Invoice in one original, 2) Original copy of Lorry Receipt (LR) to BHEL site, 3) Manufacturer's Factory Test certificate in one original
 - g) Documents to be submitted for payment / BOE clearance (if applicable) in addition to the LC negotiable documents :
 - 1) Two copies of Indian GST/Bangladesh VAT compliant Invoice
 - 2) Material Despatch Clearance Certificate (MDCC),
 - 3) Packing List in three originals,
 - 4) Copy of letter, addressed to insurance company intimating dispatch,
 - 5) Sealed & signed Receipted Challan / LR by M/s ABC India Ltd (M/s BHEL authorized logistic bidder) or weighment slip at / near Kolkata / Chennai port as a proof of receipt / hand over of material at Kolkata / Chennai port for Indian bidder and Store receipt Voucher (SRV) for Bangladeshi bidder.
 - 6) Declaration of full GST Credit to BHEL for Indian bidder and VAT (if applicable) for Bangladeshi bidders.
 - h) For suppliers whoever is requesting for confirmation/acceptance to BOE (Bill of Exchange), acceptance to BOE shall be provided in 21 days from receipt of material at Kolkata/Chennai port, as applicable and receipt of above documents complete in all respect. Acceptance value shall be the actual payable value. Discounting of bills may be done by suppliers on their own.
 - i) LC shall necessarily mention about LD applicability as per PO, quantity tolerance including LC value tolerance, GST on LD, TDS as per GST Act etc. For any difference in billing, weigh shortage, rejections etc., Credit/Debit note shall be obtained from supplier. Applicable LC Draft attached as Annexure-A.
 - j) TCS (for which credit has not been received by BHEL) shall be withheld from the last bill. This shall be paid through direct payment mode (not through LC). This shall be applicable for Indian Successful Bidder Only.
 - k) LC to be opened for full value of PO including Indian GST or Bangladesh VAT. Partial negotiation, partial shipments and transshipments shall be allowed.

Paying Authority:

1. AGM Finance, BHEL-PSER Kolkata (For Indian Supplier)
2. GM & CM, Maitree STPP site, Bangladesh (For Bangladeshi Supplier)

- 2) Following additional TCS clause is incorporated under sl no. 14.1.18 of TAXES, DUTIES ETC for Indian Suppliers (clause No. 14.1 of SCC) as below :

SI No. 14.1.18

A. TCS clause:-

1. You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
2. In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
 - a) TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
 - b) Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
 - c) You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source
3. In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: -
"I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill"
4. In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
5. You shall comply with all statutory amendment/notifications in this regard

B. PAN of BHEL (AAACB4146P)

- 3) 'No deviation certificate' is attached. Bidder to submit their offer along with stamped & signed copy of this TCN & 'No deviation certificate' as per attached format only.
- 4) All other terms & conditions shall remain unchanged.

Yours faithfully,

for BHARAT HEAVY ELECTRICALS LTD

DY.MGR (PURCHASE)

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

PART – E

Sub: NO DEVIATION CERTIFICATE

(TO BE SUBMITTED IN SUPPLIER'S LETTER HEAD)

TO
Bharat Heavy Electricals Limited,
POWER SECTOR – EASTERN REGION
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR- II
SALT LAKE CITY KOLKATA – 700 091
FAX – 033-2321-1960

Sub: SUPPLY OF 2400 MT REINFORCEMENT STEEL FOR 2X660 MW MAITREE
STPP,RAMPAL,BAGERHAT, BANGLADESH.

**Tender No.: PSER:PUR:PMX:351(XIX):030 Date: 24/12/2020, TCN-01 dtd 30/12/2020 & TCN-02 DTD
04/01/2021**

Dear Sirs,

With reference to above, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and conditions) and we offer our unqualified acceptance of the same. We also confirm that we have not changed/modified the tender documents as appeared in the website and in case of 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 Tender and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

We do not have any objections to splitting the quantity among the different bidders by BHEL.

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

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

ANNEXURE-A

20 : LC NUMBER : _____

31C : DATE : (DD/MM/YYYY) : _____

40A# TYPE OF L/C IRREVOCABLE

31D# DATE AND PLACE OF EXPIRY DATE: _____

PLACE: AT THE COUNTERS OF NEGOTIATING
BANK

**50# NAME AND ADDRESS OF THE
APPLICANT**

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR EASTERN REGION, 9/1, DJ
BLOCK
SECTOR-II, SALT LAKE, KOLKATA.-700091, INDIA

**59# NAME AND ADDRESS OF THE
BENEFICIARY**

_____.

**32B# CURRENCY AND AMOUNT OF
CREDIT (IN FIGURES AND
WORDS)**

**39A AMOUNT OF TOLERANCE IN
QUANTITY AND/ OR VALUE**

+/- ____ %

39B MAXIMUM CREDIT AMOUNT

**39C ADDITIONAL AMOUNT COVERED
(USANCE INTEREST, RATE ETC.)** NOT APPLICABLE

41A# CREDIT AVAILABLE WITH

CREDIT AVAILABLE BY

NEGOTIATION

42C# USANCE OF THE DRAFTS

____ DAYS FROM THE DATE OF BILL SUBMISSION

42A DRAFT TO BE DRAWN ON

43P# PARTIAL SHIPMENTS

PERMITTED

43T# TRANSSHIPMENTS

PERMITTED

44A DELIVERY FROM

ANNEXURE-A

#	SHIPMENT FROM	NA
44B#	SHIPMENT TO	NA
	DELIVERY TO	PORT AT KOLKATA / CHENNAI / SITE AS THE CASE MAY BE

44C# LATEST SHIPMENT DATE _____

45A# DESCRIPTION OF GOODS AND/OR SERVICES:

AS PER PURCHASE ORDER

#DESPATCH TERMS: CPT / DDP AS THE CASE MAY BE

46A DOCUMENTS REQUIRED:

- 1) SIGNED TAX INVOICE IN ORIGINAL
- 2) ORIGINAL LORRY RECEIPT ISSUED BY ANY TRANSPORTER / RAILWAY RECEIPT IN CASE OF RAILWAY TRANSPORT.
- 3) BOE DRAWN ON STATE BANK OF INDIA FOR 120 DAY'S USANCE PERIOD FOR 100% OF INVOICE VALUE.
- 4) MANUFACTURER'S FACTORY TEST CERTIFICATE IN ONE ORIGINAL.

47A ADDITIONAL CONDITIONS: -

- 1) ANY MINOR DISCREPANCY IN DOCUMENTS WILL BE ACCEPTABLE W.R.T. SPELLING MISTAKES, CLERICAL ERRORS AND ANY OTHER MINOR DISCREPANCIES NOT IN RELATION TO QUANTITY, QUALITY, UNIT PRICE AND AMOUNT ETC.
- 2) IF BENEFICIARY FAILS TO DELIVER THE MATERIALS BY THE LAST SHIPMENT DATE UNDER THIS LC, THE APPLICANT AT APPLICANT'S SOLE DISCRETION SHALL RECOVER FROM BENEFICIARY AN AMOUNT AS LIQUIDATED DAMAGE AT 0.5 PCT OF UNDELIVERED LC VALUE PER WEEK OF DELAY SUBJECT TO A MAXIMUM 15 PCT OF THE VALUE OF THE LC. IN CASE OF LD RECOVERY, GST WILL BE RECOVERED FROM

ANNEXURE-A

BENEFICIARY.

- 3) PAYMENT WILL BE MADE AFTER DEDUCTING TDS AS PER GST ACT (IF APPLICABLE).
- 4) TCS (IF APPLICABLE) VALUE FOR WHICH THE CREDIT HAS NOT BEEN RECEIVED BY THE APPLICANT, THE APPLICANT AT APPLICANT'S SOLE DISCRETION SHALL WITHHELD FROM THE LAST BILL OF THE BENEFICIARY. ACCEPTANCE TO THE BILL SHALL BE GIVEN ACCORDINGLY AND THE SAME IS BINDING ON BENEFICIARY (THE WITHELD AMOUNT SHALL BE PAID THROUGH DIRECT PAYMENT MODE (NOT LC) AFTER TCS COMPLIANCE)
- 5) DOCUMENTS PRIOR TO LC ISSUANCE DATE IS ACCEPTABLE BUT NOT BEFORE THE DATE OF PO.
- 6) ACTUAL WEIGHT OF MATERIAL (EXCLUDING PACKING MATERIAL) TO BE CONSIDERED AT THE TIME OF PAYMENT AS PER ACCEPTANCE OF THE APPLICANT GIVEN TO THE LC ISSUING BANK AT THE TIME OF ACCEPTANCE POST RECEIPT OF GOODS AND BINDING ON BOTH APPLICANT AND BENEFICIARY.
- 7) *RAILWAY DISPATCH*: NOTWITHSTANDING ANYTHING CONTRARY MENTIONED IN THE LC, IN CASE THE MATERIAL IS DISPATCHED THROUGH RAIL, THE MATERIAL MAY BE DISPATCHED FROM ANY RAILWAY SIDING TO ANY RAILWAY SIDING. RR MAY BE ISSUED WITH VENDOR AS CONSIGNEE NAME. PHOTO COPY OF RR OF CONTAINER CORPORATION OF INDIA LTD. (CONCOR) /INDIAN RAILWAYS WILL BE ACCEPTED AS VALID PRESENTATION (AS THE CASE MAYBE).
- 8) MATERIAL SHALL BE DELIVERED AT:

IN CASE OF INDIAN BIDDER

BHARAT HEAVY ELECTRICALS LTD.,
C/O ABCIL
KOLKATA / CHENNAI PORT

IN CASE OF BANGLADESH BIDDER

BHARAT HEAVY ELECTRICALS LTD.,

ANNEXURE-A

SITE OFFICE

9) THIRD PARTY DOCUMENTS ARE ALSO ACCEPTABLE UNDER THE LC EXCEPT BOE & INVOICE.

10) MULTI-MODE DISPATCH THROUGH ROAD/RAIL/OCEAN ARE ALLOWED.

71 B CHARGES

BHEL WILL BEAR OPENING CHARGES AND
RETIREMENT CHARGES ONLY.

ANY OTHER CHARGES WILL BE TO BENEFICIARY
(SUPPLIER) ACCOUNT.

48 PRESENTATION PERIOD OF DOCUMENTS

WITHIN THE VALIDITY OF LC

49 # CONFIRMATION INSTRUCTIONS

WITHOUT CONFIRMATION.

57A CREDIT TO BE ADVISED TO BENEFICIARY THROUGH (BANK) :-
