



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

2X660 MW Maitree STPP ,

Rampal , Bagerhat

Bangladesh

NOTICE INVITING TENDER

TO

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Sealed offers are invited through hard copy mode, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
1	TENDER NUMBER	Ref. BHEL: MSTPP: CIV: Yard Dev: 23:10:03
2	Broad Scope of job	Execution of soling works in Open Storage Yard and similar other area development works by using broken concrete chips as soling materials in place of stone aggregate soling at 2 x 660 MW Maitree TPP, Rampal, Bagerhat, Bangladesh
3	DETAILS OF TENDER DOCUMENT	
3.1	VOL - I	Technical Conditions of contract
3.2	PART- E	No Deviation Certificate
3.3	PART- F	PRICE BID & UNPRICED PRICE BID
3.4	PART- G	Forms & Procedures
4	COST OF TENDER	NIL
5	DUE DATE & TIME OF OFFER SUBMISSION	Date: 10/12/2023, Time: BST 15-00 Hrs. (Offer to be submitted by conventional hard copy bid submission)
6	EMD AMOUNT	Nil
7	OPENING OF TENDER	Date: 10/12/2023, Time: BST 16-00 Hrs.
8	OFFER DESCRIPTION	DOCUMENTS TO BE SUBMITTED & MODALITY
9	TECHNICAL OFFER	1. Copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid. 2. No deviation certificate in bidders letter head as per format given in Tender.
10	UNPRICED PRICE BID	1. Price bid –Unpriced but mentioning only quoted / unquoted against each item as per tender.
11	PRICE BID	1. Duly filled in Price bid as per tender. Any other document submitted in the price bid, apart from tendered Price Bid, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

1. Offers are invited in two- parts only. Only Hard copy bid shall be accepted. Bids are invited in two parts & shall be submitted as described below:

Envelope-1 will contain all document except Price Bid which will be sealed in a separate Envelope-2. Then Envelope-3 will contain sealed document of Envelope-1 & 2.

- A) Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
 - B) All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
2. No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno- commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
 3. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof.
 4. You have to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
 5. For any clarification on the tender document, you may seek the same in writing as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
 6. BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
 7. In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries /clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
 8. In the event of any conflict between requirement of any clause of this specification/ documents /drawings/data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
 9. Unless specifically mentioned otherwise, bidder's quoted price shall have deemed to be in compliance with tender including PBD.
 10. Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
 11. While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public

- opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
12. Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
 13. Bidders are required to submit their BEST price as per tender Price Schedule format. Price Bids shall be evaluated in the manner as prescribed in Price Schedule.
 14. Taxes and duties shall be as per tender. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax during execution shall be borne by BHEL.
 15. Bidders are required to submit price as per tender Price Bid format in hard copy bid submission in the form & manner as mentioned in tender. The successful bidder, as per BHEL's standard practice & BHEL's decision in this regard will be final and binding on bidder.
 16. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
 17. Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price shall be after considering the discount.
 18. The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
 19. Suspension of Business dealings with Suppliers/ Contractors: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-II.
 20. Any deviation sought by the bidder should be indicated in the techno-commercial offer.
 21. Bidder should write "accepted" in the column "supplier confirmation" for each clause, if the conditions are agreeable or else should write the deviations sought in "deviation" column. If any clause left blank, shall be construed as, the clause is accepted by the bidder.
 22. Supplier shall furnish specific conformance to all material specifications and terms and conditions (General and Special) mentioned hereunder as well as appearing in Annexures enclosed as acceptable to them along with their offer. Offers with deviation(s) are liable for rejection.
 23. Splitting Tender: DELETED.
 24. LD CLAUSE-----APPLICABLE
 25. Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
 - a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT).
 - c. Price Bid & Unpriced Price Bid –
 - d. Technical condition of contract Volume-I

For all clarifications/issues related to the tender, please contact:

Name	Mr.Rikash Jyoti Dutta/DGM
Deptt:	PUR& SCT , MSTPP.
Address:	2x660MW MSTPP, Rampal, Bagerhat, Bangladesh.
Phone:(Landline/Mobile)	01787671932
Email:	rjd@bhel.in

Thanking you,

Yours faithfully,

For BHARAT HEAVY ELECTRICALS LTD



DGM (PUR& SCT)/ Maitree Site

(TO BE SUBMITTED IN BIDDER'S LETTER HEAD ONLY)

PART – E

To
Bharat Heavy Electricals Limited, 2x660
MW MSTPP
RAMPAL, BAGERHAT,
BANGLADESH

Sub: NO DEVIATION CERTIFICATE

Sub: Execution of soling works in Open Storage Yard and similar other area development works by using broken concrete chips as soling materials in place of stone aggregate soling at 2 x 660 MW Maitree TPP, Rampal, Bagerhat, Bangladesh

TENDER NO: Ref. BHEL: MSTPP: CIV: Yard Dev: 23:10:03

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 confirm our acceptance to reverse auctioning process 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 – I**PRE-QUALIFICATION CRITERIA**

JOB	Execution of soling works in Open Storage Yard and similar other area development works by using broken concrete chips as soling materials in place of stone aggregate soling at 2 x 660 MW Maitree TPP, Rampal, Bagerhat, Bangladesh.
TENDER NO	Ref. BHEL: MSTPP: CIV: Yard Dev: 23:10:03
SL NO	CRITERIA
1.0	FINANCIAL CRITERIA
1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF BDT 9,00,000/- DURING THE LAST 3 (THREE) YEARS, ENDING ON 2021-22 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(C).
(b)	BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 2021-22 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 2021-22 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
(d)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE BY CHARTERED ACCOUNTANT.
2.0	GENERAL TECHNICAL CRITERIA (B1)
2.1	BIDDER SHOULD HAVE EXECUTED 'CIVIL' WORKS OR 'CIVIL AND STRUCTURES' WORKS IN INDUSTRIAL SECTOR DURING THE LAST 7 (SEVEN) YEARS, ENDING ON THE LATEST DATE OF BID SUBMISSION, VALUE OF WHICH SHOULD NOT BE LESS THAN EITHER OF THE FOLLOWING: RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.
A	1 (SINGLE) WORK OF VALUE NOT LESS THAN BDT 24 Lakhs
	OR
B	2 (TWO) WORKS OF VALUE NOT LESS THAN BDT 15 Lakhs
	OR
C	3 (THREE) WORKS OF VALUE NOT LESS THAN BDT 12 Lakhs
2.2	SPECIALIZED CRITERIA (B2).
A	AT LEAST 450 CUM RCC WITHIN A COMMON PERIOD OF TWELVE CONSECUTIVE MONTHS IN CUMULATIVE OF TWO RUNNING/COMPLETED CONTRACTS.
	OR
B	AT LEAST 300 CUM RCC QUANTITIES WITHIN A COMMON PERIOD OF TWELVE CONSECUTIVE MONTHS IN CUMULATIVE OF ONE RUNNING/COMPLETED CONTRACTS.
2.3	THE BIDDER SHOULD HAVE VALID TIN NO , BIN & TRADE LICENSE OF BANGLADESH RELEVANT COPS OF DOCUMENT TO BE SUBMITTED.

PART - F , UNPRICED BID

(Price Not Be Mentioned Anywhere in this document)

NAME OF JOB: Execution of soling works in Open Storage Yard and similar other area development works by using broken concrete chips as soling materials in place of stone aggregate soling at 2 x 660 MW Maitree TPP, Rampal, Bagerhat, Bangladesh.

SL no	Item Description	Unit	Quantity	Unit Rate excluding taxes (BDT)	Sub Total (BDT)
1	Providing services for development of open storage yard with broken concrete chips by dismantling of concrete chunks / pile heads with concrete breaker, breaking down to required sizes (200mm-20mm approx size) with portable crusher, loading, transportation, local handling including shifting / collection of concrete chunk / pile head from various locations within the proejct premises to crusher location), including loading, transportation, laying, spreading, levelling, compaction with vibro-roller of 8-10 tonne capacity, watering, etc. including the cost of fuel, labour, T&Ps, consumables, all complete to 85% of original volume of concrete chips laid in two layers not exceeding 150 mm each with total compacted thickness minimum 230 mm (concrete chunks/pile heads is available at MSTPP site free of cost) Payment shall be made for the measurement of the volume of the compacted fill.	Cubic Meters	750		
TOTAL AMOUNT (BDT)					

NOTE TO BIDDERS: -

1. Bidder to note overwriting is not allowed.
2. Detail scope of work will be as per NIT
3. BOQ items are approximate and may vary. $\pm$ 30% of the abovementioned quantity.

Name of the Bidder:

Signature of Bidder:

Designation:

Date:

PART - F , PRICE BID**(This document is to be submitted in a separate sealed envelope after filling)**

NAME OF JOB: Execution of soling works in Open Storage Yard and similar other area development works by using broken concrete chips as soling materials in place of stone aggregate soling at 2 x 660 MW Maitree TPP, Rampal, Bagerhat, Bangladesh.

SL no	Item Description	Unit	Quantity	Unit Rate excluding taxes (BDT)	Sub Total (BDT)
1	Providing services for development of open storage yard with broken concrete chips by dismantling of concrete chunks / pile heads with concrete breaker, breaking down to required sizes (200mm-20mm approx size) with portable crusher, loading, transportation, local handling including shifting / collection of concrete chunk / pile head from various locations within the project premises to crusher location), including loading, transportation, laying, spreading, levelling, compaction with vibro-roller of 8-10 tonne capacity, watering, etc. including the cost of fuel, labour, T&Ps, consumables, all complete to 85% of original volume of concrete chips laid in two layers not exceeding 150 mm each with total compacted thickness minimum 230 mm (concrete chunks/pile heads is available at MSTPP site free of cost) Payment shall be made for the measurement of the volume of the compacted fill.	Cubic Meters	750		
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2. Detail scope of work will be as per NIT
3. BOQ items are approximate and may vary. $\pm 30\%$ of the above mentioned quantity.

Name of the Bidder:

Signature of Bidder:

Designation:

Date:

PART-G
FORMS AND PROCEDURES

ANNEXURE-1
FORMAT FOR SEEKING CLARIFICATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Request for Clarification**

Ref: 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized
Representative of the Bidder)

ANNEXURE-2

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	Suspension of business dealings with Suppliers/ Contractors could be in the form of following: -- a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year. b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years. The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.
1.3	Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed. ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is exceeded or b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier. iii) a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category. b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula). Note: – for (b), No specific period of hold shall be applicable. iv) Supplier works are under strike/ lockout for a period of more than three months.

1.3	Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
1.4	Banning across BHEL shall be imposed in following cases, if
1.4.1	i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ willful suppression of facts, or has resorted to unethical, illegal means. iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. ix) Supplier has substituted, damaged, failed to return, or unauthorized disposed off free issue materials/ tools etc. of BHEL.
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

VOLUME -1: TECHNICAL CONDITION OF CONTRACT (TCC)

1. **Statutory Obligations:** The agency shall maintain all necessary statutory obligations required for law of the land. BHEL shall be in no way responsible if the agency is found de-faulter in any such above case.
2. **Safety Compliances:** The agency shall deploy skilled workers for such type of work ensuring safety PPEs with proper induction and permit.
3. **Supervision:** The agency must deploy a supervisor and a safety steward who would control the activities of the workers and execute the job with proper guidance, safety and interact with BHEL/Customer properly in a well-behaved manner.
4. **Insurance:** Necessary Workmen Insurance must be available with the agency to cover the workers in case of any incident/accident. All the workers must have valid NID.
5. **Gate Pass:** The agency has to enrol for proper gate pass as per prevailing system at 2x660 MW Maitree site, Rampal, Bagerhat, Bangladesh.
6. **T&Ps:** Excavator, tractor/dumper, Concrete breaker, Mobile crusher, etc. must be properly maintained and have necessary operator license and valid Insurance, fitness and RTO documents as applicable. The breakdown/non-availability of operator/valid document shall be deemed as absence of the said T&P.
7. **Store:** If the agency wishes to install a store/office at site for daily, required permission has to be taken with information well in advance to BHEL/Customer.
8. **Drinking Water:** To be arranged by vendor on its own.
9. **Construction Power:** If required, shall be provided by BHEL.
10. **Completion Period of the contract:** The contract shall be valid for an initial period of 45 Days from date of issuance of the order and shall be extended for another month if required by BHEL purely depending upon site requirement.
11. **BOQ:** The BOQ defines the line item of job required to be executed. The quantities may increase or decrease within the overall variation of maximum (+/-)30% of awarded value.
12. **Payment Terms:** The RA bills shall be submitted by the agency after each month from start of work with all necessary protocols/registers, etc. 95 % Payment shall be done within 30 days from submission of bills. Balance 5 % shall be released after completion of guarantee period.
13. **LD:** If the successful bidder fails to complete entire scope within completion period as mentioned in SL no 10 of TCC, for reasons attributable to the Bidder, 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 total liability for delay shall not in any case exceed 5 % (five percent) of the contract price, including taxes, duties, etc.
14. **Guarantee Period:** 6 months from the date of completion of work.
15. **SECURITY DEPOSIT(SD):**
 - a) The total amount of Security Deposit will be 5% of the contract value.
 - b) At least 50% of the required Security Deposit, shall be collected in before start of the work. Balance of the Security Deposit shall be collected by deducting 10% of the gross amount in BDT progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
 - c) Bidder may deposit SD in favor of BHEL in the form of Pay order or Local cheque or Fixed Deposit Receipt (FDR) issued from the following banks valid for six months:

(i)AB Bank Limited (ii)Citibank N.A. (iii) Sonali Bank Limited (iv)Standard Chartered Bank (v)The Hong Kong Shanghai Banking Corporation Ltd (vi)Woori Bank (vii) State Bank of India.

d) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor

e) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

f) The Security Deposit shall not carry any interest.

g) Security Deposit shall be refunded/released to the Contractor along with the 'Final Bill' after deducting all expenses /other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

16. Taxes and Duties:

16.1 BANGLADESH VAT:

a) The Bidder shall submit copy of VAT registration Certificate (Musak-2.3), TIN Certificate, Trade License to the BHEL site office immediately after receiving the Order but before raising the first Tax Invoice against this tender.

b) No VDS is to be done as per provision U/S 49(5) of Bangladesh VAT ACT 2012, as enclosed vide Fin Act- 2020. Bidder shall thus not load any VAT on Output.

c) Adequate documents for not charging/ claiming VAT from BHEL shall be made available to the Bidder

d) The bidder shall raise Tax Invoice (Challan Patra) as per Rule 40(d)(v) (Musak-6.3) of the Bangladesh VAT and Supplementary Duty Rule ,2016 mentioning Name, Address and VAT Registration Number of BHEL site office.

e) Bidder shall note that the Tax Invoice complying with Rule 40(d)(v) of the the Bangladesh VAT and Supplementary Duty Rule ,2016 must contain the 'Bill to' and 'Ship to' details as below:

BHEL Bangladesh VAT Regn. No. 000761853-0208
Bharat Heavy Electricals Limited
Power Sector Eastern Region,
2x660 MW Maitree Super Thermal Power Project,
Moidara Village,Rampal Upazila, Bagerhat District, Bangladesh

16.2 ADVANCE INCOME TAX (AIT):

a) Bidder should have valid 12-digit TIN number in Bangladesh prior to start of work. Advance Income Tax (AIT) under the Income Tax Ordinance,1984(and rules made thereunder) shall be paid at prevailing rates on Gross Invoice value from the bills unless Exemption Certificate from the appropriate authority/ authorities is/ are furnished under Income Tax Laws of Bangladesh

b) The Bidder shall carry out their own tax diligence to get acquainted with the relevant rules and regulations of Bangladesh pertaining to the subject job.

c) The bidder is responsible for compliance of all relevant Tax Laws of Bangladesh and all other related places outside Bangladesh in connection with this contract and BHEL will not bear any such liability. Non-Bangladeshi Bidder shall have to obtain Registration under BIDA and shall have to mandatorily comply the norms, as may be prescribed.

d) New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, as applicable, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be reimbursed by BHEL at actual on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties. 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.