Technical Pre-Qualification Requirements: - ELECTRIC HOIST (up to 40 T capacity)

Bidder should have designed, manufactured, tested and supplied electric Hoists of minimum 20 T capacity which should have been successfully put in use for at least one year in power plant or other industries e.g. refinery/steel/process/commercial etc.

If the Bidder quotes for Electrical hoists greater than 20 T, then bidder should have successfully designed, manufactured, tested and supplied electric Hoists of minimum capacity as quoted (by the Bidder) in the tender and the same should have been successfully put in use for at least one year in power plant or other industries e.g. refinery/steel/process/commercial etc.

For the above, the Bidder has to submit any of the following supporting documents meeting above mentioned pre-qualifying requirement:

i) Copy of minimum two performance certificate from end user along with copy of related Purchase Order (meeting the minimum pre-qualifying requirement) specifying that the product is running successfully for one (1) year from date of commissioning.

OR

ii) Minimum three customer's/third party inspection reports along with purchase order copy meeting the minimum pre-qualifying requirement.

OR

iii) Minimum three purchase orders (placed with minimum gap of 6 months from previous purchase order) from same purchaser meeting the minimum pre-qualifying requirement.

Instructions to Bidder

A. Bidder should submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/inspection report/ purchase order.

B. All the above PQR satisfying document submissions should be enlisted and submitted as Annexure-D. (the format given below).

C. Bidder may also qualify based on the credentials of principal with whom the Bidder is having valid collaboration/licensing agreement to meet the package specific pre-qualifying requirements.

D. In case the documents submitted for meeting PQR are in language other than English, notarized English translation shall also be submitted.

E. BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, as per BHEL evaluation procedure.

F. Final acceptance of the bidder is subject to BHEL and end customer's approval to consider in this tender.

Format for submission of credentials as ANNEXURE-D

Sl.No.	Description of Project	Brief Scope of work	P.O. Ref. No. & Date	Purchase order value (Rs).	Date of completion as per P.O.	Performance Certificate enclosed (Y/N)	Remark

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ANNEXURE-A

ENQUIRY CONDITIONS FOR SUPPLY OF ELECTRICAL HANDLING EQUIPMENTS

Note: ***This Annexure has to be mandatorily filled & signed by the manufacturer (or) mill and submitted along with Technical Bid.***

Any deviation to the below mentioned terms shall be stated specifically in the comments column for each term and also in case of acceptance to our terms, it will be construed that the whole term is understood and agreed in totality without any deviation (if otherwise mentioned).

Sl No	BHEL Requirements	Supplier Comments (Acceptance or otherwise for each point to be given)
1	Supply of Electrical Handling Equipment shall be as per the enclosed specification No. **MOU/TPBHEL/HOIST Rev.03, Annexure-I, III, IV & Section -5.0 to specification** and following drawings: - Drg No.1-99-100-40893/00 - Drg No.1-99-100-40894/00 - Drg No.0-99-300-40373/00 - Drg No.1-99-400-40896/03 - Drg No.1-99-400-40895/02	
1.1	Vendor to confirm compliance to our specification requirement	
1.2	Your offer shall be considered only if your company is meeting Tender Prequalification requirement (Annexure C). Vendor to comply with Pre-Qualification requirement of the tender and submit along with their technical bid - the credentials and other documents as indicated in the PQR in the format prescribed. Otherwise their offer may get rejected.	
1.3	Bidder should establish continuity in business by submitting minimum two (2) nos. of Purchase orders for hoists whose order date shall be within 5 years at the time of bid submission.	
1.4	Acceptable makes of all major bought out items like hook, gearbox etc. are listed in Annexure D. Vendor has to strictly follow the same and submit the signed and sealed copy along with the technical offer.	
1.5	**Documents submitted along with Offer (**as per the enclosed specification No. MOU/TPBHEL/HOIST Rev.04 clause 3.0) i) Quality plan, General arrangement & DSL arrangement / Schematic drawing showing the critical dimensions with complete bill of materials. All dispatchable components / assemblies shall be indicated in detail. Sub-vendor items' make also shall be indicated in the drawing. ii) Wiring circuit diagram with details of make, type and rating of all components. iii) Spares list if required for 3 years of trouble free operation along with price. Commissioning / Initial spares shall form part of the base offer. iv) Duly filled-in and signed General Data Sheet (Section 5) for trolley with hoist, under hung crane and down shop lead system with all required details. v) Write up on special features if any. vi) Technical specification for equipment. vii) Catalogues and other details of the product shall be submitted along with the offer. Exclusion: Any exclusion from scope of supply shall be clearly spelt out in the offer itself. Exclusion of major / critical items shall make the offer liable for rejection.	
1.6	Painting shall be done as per the applicable painting schedule for this project	

1.7	End customer approval is applicable for this tender. Vendor has to submit all credentials along with your offer to take up with our customer for approval of your firm. It may please be noted that, your priced bid will be considered only if your offer is technically suitable and you get approved by our customer before the date of Price bid opening.	
1.8	Packing Requirements **(for indigenous vendors)**: A. Packing should ensure the healthiness of the Equipment including all electrical Accessories which may be stored for longer period (up to 2 years) at Site conditions (open to atmosphere). B. All openings (Fluid, Pneumatic & Electric) shall be firmly capped. C. Items shall be packed in suitable enclosure (to prevent damage/rusting due to Seashore atmospheric conditions) from all four sides and also it should be covered with polythene to make it water proof. D. Packing and struts shall be used to arrest rolling of items and to avoid transit damage. E. Limit switches and such components shall be encapsulated properly with suitable material like Thermocol. F. Suitable arrangement (lugs/hooks) for loading and unloading of the equipment in packed condition at site. G. Supplier to submit packing procedure complying to above requirements along with technical bid submission for BHEL review.	
1.9	Packing Requirements **(for import vendors)**: a) Packing shall be sea worthy. b) Packing Instructions given by BHEL (IO) in 'Shipping and Packing Instructions' Rev.00 dated12.09.2017 to be followed (Copy attached)	
1.10	**Special contract requirement:** Codes & standards shall be as per International standard. No Indian Standard Specification and Indian Standard materials shall be used for this contract except for following: ASME SAIS 2062; IS 1363; IS 1364; IS 1366; IS 1367; IS 2269; IS 15629; IS 6688; IS 549; IS 2016; IS 2393; IS 3063; IS 5370; IS 6689 Vendor to specify in annexure III international standards, which they are following. Refer B0.6.17.10 (Page B0-138 to B0-139). Hoist speed shall be 1.5-4.0 MPM instead of 6.0MPM.	
1.11	Tender will be evaluated on three package basis as given below: Hoists with DSL-Up to 10T Capacity: **Package I** (Enquiry Sl. Nos.10, 20, 30, 40, 50 & 60) Hoists with DSL- above 10T, upto 20T Capacity : **Package II** (Enquiry Sl. Nos. 70, 80, 90, 100 & 110) Hoists with DSL-40T Capacity: **Package III** (Enquiry Sl. Nos 120 & 130)	
2	**Payment terms:**	
	2.1 Indigenous	
	Payment term is 100% direct EFT payment after **60 days** from the date of receipt and acceptance of materials against 10% PBG.	
	a) Offers of indigenous Suppliers with payment terms as LC / Advance Payment/ BOE are liable for rejection.	
	2.2 Import	
	a) BHEL Payment term is 100% payment on **CAD basis after 60 days** from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.	
	b) In the case of **Usance LC** (**60 days** from the date of receipt of documents, specified in PO, at BHEL bank) the loading will be considered @ 1.5% on the offered Value.	
	c) Quoted currency to be indicated	

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Note: *If Hence supplier shall intimate the material readiness accordingly for opening of L.C. LC validity period will be 90 days and for any extension, applicable charges will be to supplier's account.*

3	**Delivery Terms:**	
	The offer shall clearly indicate delivery period in fixed number of weeks/Months from the date of Purchase Order. Our delivery requirement is 4 months from the date of document approval.	
4	**LD Clause Confirm acceptance for**	
	Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at the rate of 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value. In case of PO placements, required documents have to be submitted for approval within 15 days from the date of PO & reply for any further clarification has to be within 7 days. Any delay beyond the above specified period will be considered during LD calculation.	
	For Info: Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value). Loading will be done for deviation. Loading value = (Mentioned LD in the enquiry - Accepted LD in the offer by the vendor) in % x Base value **Imports**: CFR order- LD will be calculated based on date to Bill of Lading/Airway Bill **Indigenous**: FOR order - LD will be reckoned from the date of LR/Invoice whichever is later. However inordinate delay in delivering the materials will not suffice the case.	
5	**Offer Submission:**	
	5.1 Indigenous: 1. Submit your FIRM competitive offer - (basic price & freight) with best possible delivery for Main Hoist on **FOR BHEL Trichy Stores basis ONLY**	
	2. Price Variation Clause (PVC) is not acceptable and offer shall be rejected.	
	3. Any other extra charges are to be indicated clearly.	
	GST: 1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration number which should clearly have mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. 2. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc. 3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code). 4. Invoices will be processed only upon completion of statutory requirement and further subject to following: a. Vendor declaring such invoice in Form GST ANX-1 b. Receipt of Goods or Services and Tax invoice by BHEL 5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST	

	portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2). 6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL. 7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor 8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor. 9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor. 10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number. 11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor. 12. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL	
	4. The offer will be evaluated on **total landed cost** (Package wise) to BHEL, Trichy as below, Total landed cost = Base Price +Quoted Freight Charges (Vendor Scope) + applicable taxes + commercial loading as applicable+ Insurance charges (in BHEL Scope) - applicable tax credits	
	5. Offer shall be submitted in **TWO PART** bid system i.e Technical bid along with commercial conditions and price bid separately through BHEL e-Procurement route only.	
	Note: 1. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.	

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2. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
3. TDS will be deducted in line with Notification 50/2018 –Central Tax dated 13.09.2018 and certificate will be issued for the same.

5.2 Imports:

a. Suppliers to quote their rates on **CFR/Mongla port, Bangladesh sea port basis** only. The quote should be inclusive of all charges, including testing packing, inspection etc. Ocean freight (LILO basis) for CFR, Chennai shall also be quoted separately. BHEL will finalize order on either FOB or CFR basis keeping its commercial interest.	a)
Note: Offer on CFR (without freight breakup) or FOB only is not acceptable, both FOB & ocean freight to be quoted separately	
b. Shipment shall be through container only. Accordingly supplier shall quote the freight charges on LILO (LINER IN LINER OUT) basis.	b)
Note: Pls check Clause 2(d) above and may quote suitable size accordingly meeting the aforesaid shipment requirement	
c. For shipment through container, acceptance to the following points are required. i. B/L should bear the endorsement that "14 free days for Container Detention is applicable". ii. For CFR terms, moved through Containers (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost.	c)
d. Price Variation Clause is not acceptable and offer shall be rejected	d)
e. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).	e)

f. The offer will be evaluated on **total landed cost** to BHEL-Trichy as below:
Total landed cost = CFR Chennai + Customs duty as applicable + 22% loading on Freight in case of deviation mentioned in point (5.2.c) above + Import Incidentals (presently 2.20% of CFR Value) + Commercial loading as applicable - applicable tax credits..

Note

1. For Import Consignments Insurance will be arranged by BHEL, Trichy.
2. Exchange rate for converting such offers to INR will as SBI TT selling rate as on the date of Technical/Un-priced bid opening date in case of two part (technical + price bid) bid and price bid opening date in case of single part bid (only price bid). Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty. In case the day of bid opening happens to be bank holiday in India, then exchange rate as on previous bank working day will be considered for evaluation.
3. Multiple PO may also be placed considering the applicable duty structure of the respective requirement/Qty.
4. Indian Customs has imposed a penalty on late filing of Bill of Entries (Air/Sea Shipments) by the importer. The maximum free time allowed is 24 hrs from the time of arrival of cargo at final port of discharge. At present penalty is Rs.5000/- per day (for Initial 03 days) & Rs.10000/- per day (thereafter). Hence the supplier shall submit the Non-Negotiable Documents (Bill of Lading, Commercial Invoice, Packing List, Certificate of Origin, etc.) either by email or post/courier to BHEL well before the landing of cargo at final port of discharge.
5. In case of any penalty due to late filing of Bill of entry for reasons attributable to suppliers (as listed below), the same will be recovered from the bills of supplier:
   i. Non availability of Non-Negotiable Documents (NNDs) before the cargo arrival

	ii. Discrepancy in documents iii. Short landing of Consignments (For shipments on CFR– Chennai Port) 6. For all the shipments for the contracts (POs) finalized on CFR- Chennai Port basis, a) Delivery Orders involving multiple agencies like liners/freight forwarders are not allowed. To avoid any delay, BHEL prefers Single agency office at the final discharge Port (Chennai) for issuing the Delivery Order to BHEL. b) The detention/demurrage charges arise due to the delay in collection of Delivery Orders from multiple agencies of liner/freight forwarder also whose offices are not at available Chennai, the same amount will be deducted from Supplier's bills. c) Apart from the Terminal Handling Charges, Container cleaning Charges & Delivery Order Charges at final port of discharge, any other charges will not be borne by BHEL. d) The liner/freight forwarders shall be informed by the Vendor not to claim any additional charges (like charges listed below) for issuing Delivery Order. In case if the liner/freight forwarder claims such charges, the same amount will be deducted from the Vendor bills with/without any prior intimation in order to avoid the delay in Customs clearance. The likely additional/hidden charges are listed below.	
	1. CIC - Container Imbalance Charges/Surcharges 2. CAF - Container/Currency Adjustment Factor 3. RDS - Rupee Depreciation Surcharge	4. EIC - Equipment Imbalance Charge/Surcharges 5. BAF - Bunker Adjustment Factor 6. CDS - Currency Depreciation Surcharge
6	**Guarantee / Warranty Period**	
	Guarantee clause 24 months from the date of supply or 18 months from the date of Commissioning of the equipment, Whichever is earlier.	
	Warranty Period: No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period it may leads to rejection of offer.	
7	**Performance Bank Guarantee:** Submission of Performance Bank Guarantee as per the attached standard BHEL format is mandatory. 10% of material value as PBG shall be offered.	
8	Agency commission, if any should be clearly given in the offer (% on FOB).	
9	**Repair & replacements**	
	Within the guarantee period, vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end. All incidental charges like freight, insurance and customs duty are to vendor account only. The defective parts and components shall be collected by vendor's Indian agent or / authorized person, only after completing the replacement / repairs. Please note that the defective parts / components will not be returned back to vendor works by us due to procedural problems.	
10	Indicate the Port of shipment	
11	Indicate the Mill (Name, Location) & Country of origin	
12	One Indian agent can represent one foreign principal only and submit one offer for these tender items. **Note:** In order to maintain sanctity of the tender system it is mandatory that one agent cannot represent two suppliers or quote on their behalf in a particular tender enquiry. If any agent represents more than one supplier, all such offers will be rejected.	
13	Agency Commission :	
	a) In respect of offers from overseas suppliers, agency commission, if any, payable to their agents in India, shall invariable be shown separately in the Performa invoice & shall be declared in techno-commercial offer itself and this will be paid by us in India, in Indian rupees, on satisfactory completion of the contract. b) For calculation of rupee equivalent for agency commission, exchange rate as prevailing on the date of order will be taken.	

14	The due date mentioned in the enquiry is the date of opening of techno-commercial bid. After the scrutiny of technical bids, price bids of only technically accepted offer shall be opened with prior intimation.	
15	Offer is to be submitted in TWO part bids system in the E-Procurement portal. Scan copy of the filled Annexures, Tender documents etc., shall be uploaded in the EPS portal	
16	Offers for this enquiry will be accepted through e-procurement (EPS) route only. For EPS system vendors have to arrange their own digital signature (DSC). BHEL will not provide DSC to any vendor.	
17	Lowest Prices received against BHEL tender need not be the technically acceptable one and in that case BHEL reserve the right not to consider the same	
18	Any other conditions which might have been quoted by the seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by purchaser will not be applicable to the contract	
19	**Risk Purchase Clause:**	
	BHEL at its option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute thereof. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk purchases in addition to LD at the maximum rate mentioned in the LD clause above. Confirm your acceptance.	
20	Bidders are requested to submit their best competitive prices at the first instant itself and no revision of prices will be entertained after the tenders are opened.	
21	**MSE VENDOR**: MSE suppliers can avail the intended benefits only if they submit along with the offer, copy of Udyog Aadhar along with attested copy of a CA certificate (Format enclosed at Annexure -1) applicable for the relevant financial year (latest audited). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. In case L1 is non-MSE, L2 is MSE supplier satisfying the eligibility criteria (should have quoted within L1 rate +15%) and if they accept the L1 rate on counter offering, PO for the total package will be given to the L2 MSE vendor. In case of eligible L2 MSE vendor not accepting the L1 rate, we will take up with other eligible MSE vendors and so on.	
22	**Tender Finalization:** The tender will be finalized based on the total cost to BHEL (individual package basis) and L1 vendor will be arrived accordingly for each packages.	
23	**Validity of offer:** 120 days minimum from the date of techno commercial bid opening.	
24	BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.	
25	**Void**	
26	In case of order, Documents (Drawings, Data sheet & Quality plan in triplicate) shall be submitted within two weeks from the receipt of order	
27	**For New Vendors (only offer of manufactures will be considered)**	
	a. It is suggested that for new suppliers (not registered with BHEL) may register through online portal **http://www.supplier.bhel.in** and submit all relevant documents.	
	b. Offer from traders/stockist will not be considered. In case of foreign suppliers representing through their Indian/foreign agents, agency agreement should be submitted, along with registration documents else offer is liable for rejection. Agency	

	agreement requirements attached as separate file and full compliance to it shall be ensured while submitting the same.	
	c. Along with the offer document the following documents shall be submitted in part-I bid. **i. Mandatory requirements (Supplier must submit the below mentioned documents or else offer may be liable for rejection):** 1. Details of the mill with equipment & facilities. 2. Past 3 year audited financial report. 3. Agency agreement (in case of Foreign or Indian agents). **ii. Additional details required (not mandatory and these shall be submitted additionally for establishing the credentials)** 1. Recent D&B or Creditreform reports (In case of import vendor) of mill, foreign agent or principal. 2. Approval certificates issued by international agencies or your customers such as Lloyds, TUV etc. 3. Product catalogue and other related documents.	
28	**Fraud Prevention Policy**	
	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.	
29	**Cartel Formation**	
	All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.	
30	**Authorisation for participation in EPS portal through DSC**	
	a. E-Tender Participation requirements	
	Either Principal or authorised agent shall register their Digital Signature Certificate (DSC) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION). You are advised to pls go through the FAQ available in the web portal (**https://bhel.abcprocure.com**). DSC shall be registered for the authorised person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally.	
	b. For foreign Principal	
	In case of Principal (being foreigner) they may apply for DSC through Indian embassy at their country and can register with us for participating in E-tenders. Details of the applicable procedure is available in the webpage **http://www.cca.gov.in/cca/**	
	c. For Indian agent	
	In case of agents participating/registering their DSC, it will be at the sole authorisation of principal to their agents to participate on their behalf and all transactions done using that DSC against our tenders shall be known as valid communication and shall binding on principal and is legally valid.	
	d. DSC Authorisation	
	Pls intimate the authorised person name, Mail ID for registering DSC with us to participate in E-Tenders	
31	**Documents to be sent during dispatch required for Indigenous suppliers (after PO placement)**	
	1. Invoice and LR.	
	2. One set of MTC, Original invoice, LR copy shall be sent to MM/Purchase for bill processing.	

32	**Documents to be sent during dispatch required for Import suppliers (after PO placement)**	
	a. Bill Of Lading	
	b. Invoice, should show the description of the goods and the unit rate of each item as in the purchase contract. Against each item in the invoice and packing list, the serial number of the corresponding item in the purchase contract or as per order acknowledgement should be indicated.	
	c. Packing list must indicate case identification, case dimension, and case contents, no of bundles, gross and net weight.	
	d. Country of origin Certificate	
	e. ALL TEST CERTIFICATES ARE TO BE SUBMITTED **IN COMPLETE SET** AS INDICATED IN OUR SPECIFICATION/QAP	
	f. In case of Branch office / Liaison office in India bidding against this tender on behalf of their principal RBI clearance letter to be submitted.	
	All the above documents should be submitted in triplicate & in all documents Contract No., L.C. No. and Import License No. are to be indicated.	
33	**Execution of the Order**	
	a. BHEL will have the option to pre-inspect the materials at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL or BHEL"s end customer/s. The mere act of the pre-dispatch inspection (PDI) does not absolve the Supplier from giving the specifications as agreed upon in the Purchase Order.	
	b. In the case of overseas suppliers Inspection call for carrying out the inspection shall be given 30 days before the scheduled contract delivery date. The Inspection date/s given by the Supplier shall be on firm basis. For local Suppliers the Notice period of Inspection shall be 10 working days.	
	c. In the event of any short supply, it shall be the responsibility of the supplier to deliver such short supplied/ missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.	
34	**Role of Agents:**	
	a. BHEL will deal directly with manufacturers only. Offers from Traders & Stockist will not be considered.	
	b. BHEL strongly discourages the engagement of Agents in India by foreign principals, to deal with BHEL, in BHEL"s tenders.	
	c. BHEL, due to business reasons would ban, would have banned Indian agents from dealing with BHEL. Any foreign principal who engages such a banned agent, or an employee of the banned agency, or any other person connected with the banned agency, at any time during the tender proceedings, would be disqualified from the tender proceedings. The decision of BHEL in this regard shall be final and be binding on the OEM. Hence in their own interests, prospective tenderers may check with BHEL, the status of their proposed agent vis-à-vis BHEL.	
	d. In view of the requirement of BHEL, it is strongly suggested that in their own interest, foreign principals may desist from engaging any Indian agent and deal with BHEL directly and it is stressed that any Main producer proposing to deal with BHEL by engaging and through an Indian Agent does so at their own risk. BHEL shall in no way be responsible for any consequences that may arise to the foreign principal on account of the antecedents / actions	
35	**Conditions for transportation:**	
	In the event there is a delay by the Supplier in negotiating / submitting the document, any demurrage / wharfage arising out of the same shall be to the account of the Supplier and shall be deducted from the final payment. Also, in such cases, the Supplier shall authorize the transporter to freely release the consignment to BHEL by providing a "Surrender Bill of Lading".	
	Resolution of Disputes	

36	a. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.	
	b. If the parties fail to resolve their dispute or difference by such mutual consultation within 30 days of its occurrence, then, unless otherwise provided in the contract, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in BHEL Trichy, appointed to be the arbitrator by the General Manager/MM BHEL Trichy. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)	
	c. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Trichy.	
	d. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India	
37	**In the event of Force Majeure**:	
	a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, freight embargoes and Acts of GOD.	
	b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	
	c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.	
	d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs	
38	**General terms**	
	1. Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be submitted / uploaded in ENGLISH language only. If the documents submitted have other than English language, translation of the same shall be provided for evaluation.	
	2. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so	

	signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages	
	3. All uploaded/submitted documents against this tender shall be signed in each page and sign shall be by principal / Mill.	
	4. Offers for part quantities on item level basis are not acceptable to BHEL. While tenderers can quote for some or all the tendered items, no supplier shall quote for partial quantity of any given enquiry item. Such partial offer would not be considered in the enquiry for that item.	
	5. Any clarification regarding tender shall be done before Part –I due date itself through EPS portal itself, and in case of immediate non-availability of DSC you can clarify through with the following mail ids sbrajesh@bhel.in or mjjiby@bhel.in The above mail id is provided for initial clarification purpose only and no further correspondences shall be entertained through this mail ids.	
	6. Applicable INCO term for this tender is INCOTERMS 2010	
	7. Supplier has to submit the **Non-Negotiable Document** before the shipment reaches the port or else the demurrage and detention charges will be deducted from suppliers invoice.	
	8. The supplier shall arrange for packing suitably in all respects for normal transport by air / rail / road and Materials shall be suitably protected against effect of tropical salt laden atmosphere in the event of shipment being delayed at ports / store yards. In case of dispatch through air then materials shall be shipped in Air worthy packing condition. Packing charges will be supplier's account.	
	9. If any Supplier attempts to bribe, or pay commission, gift or any advantage or bring in undue influence either by himself or on his behalf any one including a stranger to the tender, in addition to instituting legal proceedings as per the extant laws prevailing, will disqualify the supplier from this tender and all future tenders of BHEL. Decision of the Purchaser would be final in this matter.	
	10. In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.	
	11. In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by EPS / e-Mail message. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original offer.	
	12. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the tender. Otherwise, it will be treated as that all those terms and conditions as mentioned in the tender are acceptable in Toto.	
	13. Deviations shall be summarized and provided in a "Deviation Statement", listing the points and the deviation against each point.	
	14. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites, ➢ **https://bhel.abcprocure.com** ➢ **http://eprocure.gov.in** ➢ **http://www.bhel.com**	
	15. The price break-up should be in line with technical specification / scope of the tender. (Cost of material, packing charges, forwarding charges, freight shall be shown appropriately, as applicable). Insurance in BHEL scope.	
	16. In case, there is a discrepancy in the term quoted in techno-commercial bid and price bid, the term as per the techno-commercial bid (Part I) shall hold good and the commercial term quoted in the Price Bid (Part II) shall not be considered.	

	17. Indigenous suppliers should submit the prices in Indian Rupees only. Import suppliers may submit their bid in foreign currency. The currency for quoting shall be selected from the drop-down menu provided.	
	18. In their own interest, all Tenderers are advised to double check their prices, applicable duties and taxes. Incomplete documents / offer will be rejected.	
	19. Evaluation of offer	
	a. The price bids including the impact price (if any) of the technically acceptable offers alone shall be opened.	
	b. Offers with pre-conditions (like conditional discounts) for price are liable to be not considered / rejected.	
	c. BHEL reserves the right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.	
	d. BHEL reserves the right to conduct negotiations on the "Price" and "Other Commercial Terms and Conditions" with the lowest ranked offerer at any time after the bid opening but before the release of the Purchase Order and If so required by BHEL, Supplier may have to share their costing sheet with BHEL.	
	e. Unless otherwise specified, evaluation will be on individual line item basis only and ordering will be on respective L1 vendors	
	20. **Duty benefits for Import Vendors**	
	a. In case CEPA or any other agreement/treaty between respective Governments/Countries exists for the enquired Items/tender, which entails concessional custom duty or any other benefits for importing the same in India, supplier shall declare/ mention it in their offer. Pls confirm whether any such concessional duty for importing in India is applicable or not.	
	b. For such cases, pls mention the Concessional Customs Duty (% of Basic custom duty) for the offered item/s. Pls mention in percentage only.	
	c. Documentary proof for the applicable Concessional Customs Duty (e.g. CEPA or other agreement) shall be submitted along with the Part-1 bid.	
	d. Relevant documents to avail the above concessional duty benefits by BHEL shall be submitted by the supplier along with dispatch documents. Confirm your acceptance.	
	e. In the event of seller failing to provide appropriate documents along with dispatch documents for purchasers to avail disclosed concessional duty benefits in India, financial loss, so incurred, will be to the seller's account.	
	Note: Evaluation of the Price bids will be based on the above details. Unless specifically mentioned/furnished by the supplier in the offer document, Customs Duty benefit may not be applied for evaluation purposes.	
39	Signed copy of THIRD PARTY NON-DISCLOSURE AGREEMENT attached to technical bid.	
40	**Preference to Make in India**: For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 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.	
41	**Patent Right**	
	The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the	

	purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.
42	**Caution:**
	➢ The suppliers are severely cautioned to note that the price bid document accepts the price in figures only. It does not allow the supplier to write the value by words. Therefore all care shall be exercised by the supplier while filling in the figures. Once the price bid is opened no option is available for the supplier to retract the offer under any grounds. If a supplier, for any reason whatsoever approaches BHEL with a request for change in the price, it would be treated as going back on the offer submitted. In such cases, action would be initiated by BHEL for suspending further business dealings with such suppliers as per policy of BHEL which prevails at that point of time. ➢ The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.
43	**In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.**
44	Offers shall be submitted in TWO PART bids system (TECHNO-COMMERCIAL BID + PRICE BID).The bidder shall submit his response through bid submission to the tender on e-procurement platform at https://bhel.abcprocure.com **within 14:00 Hrs (GMT +05:30)** of the due date of this tender. The bidder would be required to register on the e-procurement market place https://bheleps.buyjunction.in and submit their bids online. SEALED COVER BIDS/ E-MAILS / FAX / MANUAL OFFERS WILL NOT BE ACCEPTED. Supplier shall upload any other tender documents in the E-Procurement Portal only.

To be filled & Signed by Original Manufacturer/Mill

Name of the mill / Principal:

Contact person 1
Name:
Designation:
Office Phone:
Mobile:
e-mail:

Contact person 2
Name:
Designation:
Office Phone:
Mobile:
e-mail:
Signature:
(Affix Seal)

(All conditions were read & clearly understood and agreed in totality with the mentioned deviations only

Annexure B

MM/BOI/BHEL TRICHY

ITEM WISE PACKAGE DETAILS FOR ENQUIRY 1802000177

ENQ SI NO	MATERAIL CODE	ITEM NAME	QTY	UNIT	PACKAGE
10	L1725T9940001001	ELEC.TWH CAP:2.0T LIFT:24.3M -APH ELEMET	2	NO	PACKAGE-I
20	L1725T9940001002	DSL-CABLE TROLLEY TYPE 57.100M LG.	2	NO	
30	L1725T9940002001	ELEC.TWH CAP:2.5T LIFT:12.6M-SCAPH ELEM.	2	NO	
40	L1725T9940002002	DSL-CABLE TROLLEY TYPE 30.600M LG.	2	NO	
50	L1725T9910001001	ELEC.TWH CAP.5T LIFT:9.25M-PA&FD ROTOR	4	NO	
60	L1725T9910001002	DSL-CABLE TROLLEY TYPE 24.512M LG.	4	NO	
70	L1725T9930003001	CW PUMP HANDLING EQUIPMENTS	4	NO	PACKAGE-II
80	L1725T9910002001	ELEC.TWH CAP.20T LIFT:13.5M-ID FAN ROTOR	2	NO	
90	L1725T9910002002	DSL-CABLE TROLLEY TYPE 49.304M LG.	2	NO	
100	L1725T9910002005	ELEC.TWH CAP.20.0T LIFT:6.0M-PA&FD MOTOR	4	NO	
110	L1725T9910002006	DSL-CABLE TROLLEY TYPE 24.500M LG.	4	NO	
120	L1725T9910002003	ELEC.TWH CAP.40T LIFT:11.6M-ID FAN MOTOR	2	NO	PACKAGE-III
130	L1725T9910002004	DSL-CABLE TROLLEY TYPE 49.304M LG.	2	NO	

Annexure - I

Certificate by Chartered Accountant on letter head

This is to Certify that M/S ...., (hereinafter referred to as 'company') having its registered office at .... is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part–II) .... dtd:........................., Category: .... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year .... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
   Rs............................Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
   Rs............................Lacs

(Strike off whichever is not applicable)

The above investment of Rs............................Lacs is within permissible limit of Rs............................Lacs for ....Micro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is .... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at ______________________[1] through its Unit at…………………..(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) with its registered office at_________[2] hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No……………………dated ………………………………..[3] valued at Rs………..[4] (
Rupees -----------------------)/FC………………(in words………..) for …………………………[5] (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to ……% (…. Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. we, …………………, (hereinafter referred to as the Bank), having registered/Head office at ……………. and inter alia a branch at ………… being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ------------------- [6] (Rupees -----------------------) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

3. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _______________.

4. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

6. We the ……………………bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We…………………..BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

8. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

9. This Guarantee shall remain in force upto and including…………………………….. [7] and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the ……………………………….[8]we shall be discharged from all liabilities under this guarantee thereafter.

12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

13. We…………………. BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed………………………… [6]

b) This Guarantee shall be valid up to ……………. [7]

c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date [8] all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

14. We, _____________ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated……………….
Place of Issue……………….

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

[1] *NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited*

[2] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.*

[3] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[4] *CONTRACT VALUE*

[5] *PROJECT/SUPPLY DETAILS*
[6] *BG AMOUNT IN FIGURES AND WORDS*

[7] *VALIDITY DATE*

[8] *DATE OF EXPIRY OF CLAIM PERIOD*

List of Consortium Banks *			
	Nationalised Banks		**Nationalised Banks**
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		**Public Sector Banks**
3	Bank of Baroda	20	IDBI
4	Canara Bank		**Foreign banks**
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		**Private banks**
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

* wef 22.03.2016

MAITREE STPP 2 X 660 MW - Cust. Nos. 1725 to 1726

MAITREE STPP –DESPATCH INSTRUCTIONS REV 00

1	**PROJECT**	MAITREE STPP – 2 x 660 MW (Cust. Nos. 1725 & 1726)
2	**CONSIGNEE ADDRESS**	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 No.-8823941805
3	**MODE OF TRANSPORT AND ADDRESS**	**Materials to be handed over to:** **Third Country Exports:** **Directly to Mongla port, Bangladesh**
4	**Delivery Address of Site**	Site Address: Site Incharge, 2x660MW Maitree Super Thermal Power Project, PO- Kalekkharber, Union-Rajnagar, Upjila-Rampal, Dist: Bagerhat-9343, Bangladesh Contact No.-8801678582823
5	**Name plate requirements**	Each package should have the following inscriptions and signs Stenciled with an indelible ink legibly and clearly: (Stenciled on at least two sides) **"BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (Pvt.) LIMITED,** **2X660 MW MAITREE SUPER THERMAL POWER PROJECT, BANGLADESH"** **EPC Contractor - Bharat Heavy Electricals Limited, India"** **Destination: Site Incharge** **2x660 MW Maitree Super Thermal Power Project,** **PO-Kalekkharber, Union-Rajnagar, Upajila-Rampal,** **Dist: Bagerhat-9343, Bangladesh** **Contact No.: +8801678582823** **Package number: BHEL/MTR/BD/XXX/ABC/ZZZZZ** **Gross and Net weight:** **Dimensions:** **CONTRACT No. BIFPCL/EPC-MAIN PLANT/2016/01** **PURCHASER: BIFPCL, Bangladesh** (Follow Package no. as mentioned in serial no.13 below)
6	**Customer GST No.**	Not Applicable
7	**Pre-Despatch Inspection**	Concerned CQA/Unit QC/ shall verify the completeness of contents of each package w.r.t packing list both in terms of quality and quantity before authorising dispatch of the consignment

8	**INSURANCE POLICY NO.**	For Third Country Export- ~~CIF~~ CFR Mongla Port, Bangladesh
9	**ADDRESS OF INSURANCE COMPANY**	Insurance in BHEL scope only.
10	**RATE PER KG**	Not Applicable
11	**ROAD PERMIT**	Not Applicable
12	**FREIGHT**	
13	**Package numbering**	For Third Country despatches- Package number will be issued by Commercial (FB) Package Number : BHEL/MTR/BD/XXX/ABC/ZZZZZ Abbreviation: XXX: TRY (Trichy) ABC: Name of the Vendor (expanded below) FBO- FB VAL-Valves, SPR-Spares, GEU- GE USA, GEI- GE India, Additional Bought-out vendor based on PO. ZZZZZ: Package number (Starting from 40001 to 50000)
14.	**Special Instructions**	a. The remarks " Export under Letter of Undertaking without payment of GST vide acceptance ref. no. C.No.IV/16/45/2017- LUT(GST)-Vol- I dated 01.08.2017" to be indicated in tax invoices. (This is valid upto 31.07.2018) b. Packing shall be sea worthy. c. Packing Instructions given by BHEL (IO) in 'Shipping And Packing Instructions' Rev.00 dated 12.09.2017 to be followed.(Copy attached)

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, ____________________, on behalf of the __________________ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy 's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at ________________, this ____ day of _____, 20__.

Name

Company

Signature

SHIPPING AND PACKAGING INSTRUCTIONS

FOR

2 x 660 MW MAITREE SUPER THERMAL POWER PROJECT, BANGLADESH

OF

BANGLADESH-INDIA FRIENDSHIP COMPANY (PVT.) LTD (BIFPCL)

Document Revision-0

Approved by	Checked by	Prepared By
Jasvindra Pal Singh/AGM	Akhilesh Kumar/DGM	Sandeep Singh/Dy. Manager
Jasvindra Pal Singh 12/09/17	Akhilesh 11/09/17	Singh 11/09/17

Bharat Heavy Electricals Limited
Maitree Export Project Group
International Operation Division
Integrated Office Complex, Lodhi Road
New Delhi -110003

Ref: IO/MEPG/S&P/01
Date: 12th September 2017

2x660 MW Maitree STPP, Bangladesh: Shipping and Packaging Instructions Rev-0

Following dispatch instructions for effecting supplies under the above contract are being issued for compliance by all the units/region involved in this project.

Sr. No.	Item No.	Details	Action By
A	1	**Purchaser's Name and Address:** Bangladesh-India Friendship Power Company (Pvt.) Limited (BIFPCL), Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh Attention: Mr. Ujjwal Bhattacharya Managing Director, BIFPCL Tel : +8823941805 E-mail : cto@bifpcl.com ; md@bifpcl.com	For information
B	1	**Delivery Terms:** Site Incharge, 2x660 MW Maitree Super Thermal Power Project, PO-Kalekkharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh Contact No.: +8801678582823	Units to ensure proper marking on the boxes so as to Identify the final destination clearly.
C	1	**Seller's Name and Address:** Bharat Heavy Electricals Limited International Operations Division Lodhi Road, Integrated Office Complex New Delhi –110003, INDIA Through Various Units/Divisions	For information
D	1	**Payment Terms for Equipment, Material & Plant Supply:** **Advance** - 15% of the Contract price. **Sight Payment** - 65 % of total CIF Value of equipment, materials and plant on submission of shipping documents **Delivery Payment** - 10% of total CIF cost of supply of equipment, materials and plant against receipt cum damage report. **PAC** - 5% on receipt of Provisional Acceptance Certificate. **FAC** - 5% on the receipt of Final Acceptance Certificate	All Units

Sr. No.	Item No.	Details	Action By
E	1	**Shipping Marks:** Each package or shipping unit shall be clearly marked or stenciled on at least two sides as follows: **"BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (Pvt.) LIMITED, 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, BANGLADESH"** **EPC Contractor - Bharat Heavy Electricals Limited, India** In addition, each package or shipping unit shall have the symbol painted in red on at least two sides of the package, covering one fourth of the area of the side.	All Units
F	1	**Consignee:** BOARD BILL/S OF LADING MADE OUT TO THE ORDER OF /OR AIRWAY BILL CONSIGNED TO AND/OR CONSIGNED NOTE FOR TRANSPORT BY TRUCK CONSIGNED TO **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 No.: +8823941805** **** Any change as per LC shall be taken care of.**	All Units
G	1	**Notifying Party :** 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 Contact No.: +8801678582831 E-Mail:epcmainplant@bifpcl.com **** Any change as per LC shall be taken care of.**	All Units
H	**Packing Instructions & Inspection Prior to Dispatch bySupplying Units/Sub-Vendors:**		
H	1	Packing (tare) shall be part of the Equipment cost and shall not be subject to return. The packing should ensure integrity and cohesiveness of each delivery batch of Equipment during transportation. In case of Equipment assemblies and unit's delivery in the packing of glass, plastics or paper the specification of packing with the material and weight characteristics are to be indicated. **Hazardous goods** must be packed as per international standards/practice.	All Units/Suppliers
H	2	**Special instructions as per BICPCL :**	

Sr. No.	Item No.	Details	Action By
H	**2.1**	All equipment and materials and other Plant shall be suitably coated wrapped, or covered and boxed or crated for export shipment and to prevent damage during handling and storage at the Site. Cardboard containers shall be enclosed in a solid wooden container.	All Units/Suppliers
H	**2.2**	Equipment and process materials shall be packed and semi-knocked down, to the extent possible, to facilitate handling and storage and to protect bearings and other machine surfaces from oxidation. Each container, box, crate or bundle shall be reinforced with steel strapping In such a manner that breaking of one strap will not cause complete failure of the packaging. The packing shall be of best standard to withstand rough handling and to provide suitable protection from tropical weather while In transit and while awaiting erection at the Site.	All Units/Suppliers
H	**2.3**	Equipment and materials in wooden cases or crates shall be properly cushioned to withstand the abuse of handling, transportation and storage. Packing shall include preservatives suitable to tropical conditions. All machine surfaces and bearings shall be coated with oxidation preventative compounds. All parts subject to damage when in contact with water shall be coated with suitable grease and wrapped in heavy asphalt or tar impregnated paper.	All Units/Suppliers
H	**2.4**	Crates and packing material used for shipping will become the property of Employer, but the Contractor will be allowed to use the same for the Work as needed, but the remaining material shall be turned over to Employer upon completion of the Project. Provided however, shippers container used for transportation of material shall be returned to the Contractor.	All Units/Suppliers
H	**2.5**	Each part of the equipment which is to be shipped as a separate piece or smaller parts packed within the same case shall be legibly marked to show the unit of which it is part, and match marked to show its relative position in the unit, to facilitate assembly in the field. Unit marks and match marks shall be made with steel stamps and with paint.	All Units/Suppliers
H	**2.6**	Each case shall contain a packing list showing the detailed contents of the package. When any technical documents are supplied together with the shipment of materials no single package shall contain more than one set of such documents. Shipping papers shall clearly indicate in which packages the technical documents are contained.	All Units/Suppliers
H	**2.7**	The case number shall be written in the form of a fraction, the numerator of which is the serial number of the case and the denominator the total number of case in which a complete unit of equipment is packed .	All Units/Suppliers

Sr. No.	Item No.	Details	Action By
H	2.8	Wherever necessary besides usual Inscriptions the cases shall bear special indication such as "Top", "Do not turn over", "Care', "Keep dry", etc., as well as indication of the centre of gravity (with red vertical lines) and places for attaching slings (with chain marks). For all fragile equipment , unit should take special care to pack and label with additional markings such as " FRAGILE-HANDLE WITH CARE" , " LIFTING POINTS" , " THIS WAY UP" , " DO NOT STACK" etc. to protect them from damage in transit.	All Units/Suppliers
H	2.9	Cases which cannot be marked as above shall have metal tags with the necessary markings on them. The metal tags shall be securely attached to the packages with strong steel binding wire. Each piece, skid, case or package shipped separately shall be labelled or tagged properly.	All Units/Suppliers
H	3	Each package should have the following inscriptions and signs stenciled with an indelible ink legibly and clearly: **Destination:** **Package number: BHEL/MTR/BD/XXX/YYY/ZZZZZ** where XXX stands for Unit abbreviation e.g. HWR , HYD ,EDN, PEM, RPT, PCRI, TBG, PC, JHS,TRY, EPD, ISG etc. and YYY stands for Vendor abbreviation. Following series of ZZZZZ should be used by different Units- HWR (10000), PCRI (17000), RDP(18000), HYD(20000), TBG(25000), PEM (30000), TRY(40000), PC(50000), HPVP(57000), PSER(60000), ISG(70000), BPL(80000), RPT(85000), EPD (90000), JHS(92000), EDN(95000). if first package is dispatched from HWR and vendor named as ABC then package should be numbered as : BHEL/MTR/BD/HWR/ABC/10001 **Gross and Net weight:** **Dimensions:** **Lifting places:** Handling marks and the following delivery marking: **CONTRACT No.** BIFPCL/EPC-MAIN PLANT/2016/01 **PURCHASER:** BIFPCL, Bangladesh	All Units/Suppliers
H	4	**Completeness of Contents of each packing case:**	
H	4.1	Concerned CQA/Unit QC/Third Party Inspection Agency shall verify the completeness of contents of each package w.r.t packing list both in terms of quality and quantity before authorising dispatch of the consignment.	All Units/Suppliers
H	4.2	Packing commensurate with **international standards** and accepted norms will be ensured by CQA/ Unit QC/Third Party Inspection Agency. Packing has to be **sea-worthy** and secure. As far as possible, the packing has to be rectangular in shape for optimum space utilization in the ship and economize on shipping costs. **Projections on packages are prohibited.**	CQA/All Units

Sr. No.	Item No.	Details	Action By
H	4.3	The packing list has to be checked and certified by the Inspection agency with due signatures. All packages shall be enclosed in suitable GI sheets on all sides.	CQA/All Units
H	4.4	No loose items / Gunny bag packing are allowed for shipment. Proper pallets and crates are to be used for packing of Oil drums and Structures.	CQA/All Units
H	5	**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 Chennai/Kolkata (both at the same time), two weeks in advance, for processing and obtaining shipping bills' clearances and avoiding any delay at Kolkata/Haldia/Chennai port.	All Units/ suppliers
H	6.1	**Advance intimation to ROD- Chennai/Kolkata & MEPG, New Delhi:** All supplying units/vendors will give at least 15 days advance intimation to ROD-Chennai/Kolkata & MEPG, New Delhi along with package details before actual dispatches to arrange for storage/shipping arrangements by ROD Chennai/Kolkata/Haldia. Information must be sent to consolidate the details and arrange for shipments in time.	All Units
H	6.2	**Telephonic Intimation to ROD Chennai/Kolkata of Movement of Vehicles:** Vehicle drivers to be instructed by the units to contact ROD regarding movement of vehicles on daily basis for heavy lifts. Especially 2 days before arrival at Kolkata/Haldia/Chennai so that suitable directives can be given to the driver of the vehicle for further transportation of the goods to either docks or godown.	All Units/suppliers
H	7	**Bond or Letter of Undertaking:** All units to ensure Corporate indirect taxation guidelines vide letter ref no. AA:Fin:Ind Tax:GST-17 date 10.07.2017 for compliance and CBEC Notification no. 16/2017-Central Tax Dated 07.07.2017 and CBEC Circular No. 4/4/2017-GST Dated 07.07.2017 (Circular/Notifications are enclosed). **Sealing of Container:** All units to ensure CBEC Circular 26/2017 and Corporate indirect taxation guidelines ref. no. AA:Fin:Ind Tax:GST-14 dated 05.07.2017 in this regard may please be followed(Circular/Notifications are enclosed). **Other Procedures w.r.t Export:** Various guidelines issued time to time from Corporate indirect taxation regarding export may please be referred and to be followed.	All Units/ suppliers

Sr. No.	Item No.	Details	Action By
H	8	**<u>Provision of Inspection Windows on Packages:</u>** Unit/Vendors should provide inspection window 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. Care would be taken to ensure that all packages are properly sealed to avoid ingress of moisture, rodents etc. Packing slip folders shall be attached in each box.	All Units/ Suppliers
H	9	**<u>Transportation Drawings for Heavy Weight/ODC consignment:</u> <u>For any package/item weighing above 20000 kgs and/or size greater than 12 X 2.5 X 2.5 m :</u>** Detailed engineering documents (at least 4 sets) for all items of the above category shall be furnished by respective units to issue shipment enquiries in a proper manner. This would include **Turbines ,Transformers, Generators etc**. The drawing has to include center of gravity of the item clearly (Units to identify such items and notify MEPG as soon as the engineering documents are released).	All units
H	10	**<u>Lifting Beams:</u>** All heavy lifts for which safe handling is essential at the port of dispatch shall be accompanied by lifting beam on non-returnable basis	All Units
I	1	**<u>Marking for Safe Handling:</u>** 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).	All Units/suppliers
J	1	**<u>Marine Insurance Policy:</u>** Insurance Policy for 110 percent value of the contract covering all risks including war and SRCC from Port of shipment in India/Third country direct dispatches, to site shall be taken by PSER, Kolkata and it shall indicate **BIFPCL** as co-insured.	PSER/Corporate Insurance
K	**Shipping Documentation including those covered by customs requirements:**		
K	1	GST Invoice as per approved BBU. Following details to be mentioned in GST Invoice for Export – 1. Forex Bank Account no. for all type of Shipping Bill. 2. Authorized Dealer Code no. with Name of Bank for all type of Shipping Bill. 3. Duty Drawback Account no. with IFS code of Bank for Drawback Shipping Bill. As invoice will be used for export custom clearance details like HS code; CIF value, Freight value, Insurance value, FOB value in FC ; Shipper name ;Manufacturer name; Shipping bill type;	All Units/suppliers

Sr. No.	Item No.	Details	Action By
		POL; POD; DBK serial no ; Advance authorization no ; EPCG License no as applicable should appear on invoice.	
K	2	• Packing List • LR Copy • Fumigation certificate for wooden boxes • MSDS for DGR cargo • CE certificate for DEEC shipping bill cases with original import license • Warranty Certificate • Manufacturer 's Factory Test Certificate/Inspection Waiver Certificate • Quality and Quantity Certificate • Certificate of Origin • MDCC	All Units /Sub-vendors of units
K	3	• Type of Shipping Bills. • All Units have to send their DEEC & EPCG licence details to ROD Kolkata or ROD Chennai as per cargo despatches.	All Units/Region
K	4	Chartered Engineer's Certificate, applicable to be arranged by Units. Care should be taken to ensure that usage of the materials shown in C.E. certificate out of DEPB goods is not disproportionate.	All Units/ROD
K	5	Catalogues/literature/write-up in case of customs endorsement for discharging exports obligation in case of DEEC imports to be made available to ROD before arrival of goods in the city of port of dispatch.	All Units
K	6	Commercial Documents for Customs Clearance at Destination i.e. Bangladesh	MEPG/Dhaka Office
L	1	**<u>Full Set of Clean Multimodal Transport Document:</u>** Complete set of shipping B/L showing freight prepaid as per the rates of regular shipping lines. In case of Air Freighted consignment, one original of AWB is required together with three copies of the same. In case of road transport, one original LR is required with 3 copies of the same.	ROD/ MEPG
M	1	**<u>Certified Inspection Certificate Approved by Customer:</u>** The certificate signed by BIFPCL inspector (if equipment tested in presence of BIFPCL representative) is to be provided to MEPG . In case the Certificate is signed by BHEL/Third Party Inspection Agency, it is to be provided by Units/ suppliers to MEPG and MEPG will get it approved from BIFPCL.	All Units/ Suppliers
N	**Shipping Carrier Specification and related Requirements:**		
N	1	Certificate of Freight having been pre-paid as per the regular shipping lines is required on MTDs/BLs.	ROD/ MEPG
N	2	Subject cargo would be generally shipped under the deck. Specific confirmation/clearance of MEPG is needed for shipment on deck except wherever shipment is through Barges.	ROD/ MEPG

Sr. No.	Item No.	Details	Action By
N	3	Vessel age to be restricted as per insurance policy in force. Buyer's Reference (Contract No. BIFPCL/EPC-MAIN PLANT/2016/01 Dated 12.07.2016) is required on BLs.	ROD/ MEPG
N	4	For Third Country Supplies , concerned units will ensure all the above certificates in addition to Certificate of Origin.	All Units/ Suppliers
O	**Guidelines for Dispatches from Units/Indian Vendors:**		
O	1	**All materials to be dispatched under intimation to:** **1. For Shipments through Chennai** Consignment shall be sent to the following address - Mr Harshal Trivedi, Engineer/Docks Bharat Heavy Electricals Ltd Near Marshalling Yard, Chennai Port trust Chennai 600 001 Ph No 044 25362247/25360446 -Mob 08680850932 E-mail trivedi@bhel.in **The couriers /correspondence shall be sent to the following address -** Shri S S RAJAN AGM/MS, Bharat Heavy Electricals Ltd Regional Operations Division, EVR Building 6th floor No 690(Old No 474) Anna Salai, Nandanam Chennai 600 035 Mob – 09840997089 E-mail ssrajan@bhel.in **2. For Shipments through Kolkata/Haldia** Consignment shall be sent to the following address - (Storage yard to be finalized by ROD Kolkata/freight forwarder and address shall be intimated soon) The couriers /correspondence shall be sent to the following address - Mr. Abhijit Chowdhury , Sr. Engineer Bharat Heavy Electricals Ltd , Regional Operations Division DJ 9/1 SECTOR II , Saltlake , Karunamoyee West Bengal 700091 Mob – 9830441607 E-mail abhijit@bhel.in	All Units/Rod
O	2	**Clearing Agents:** All materials to be dispatched to Chennai/Kolkata/Haldia on door delivery basis, freight prepaid to the address of the clearing agents(to be specified by ROD, from time to time)	All Units/Rod

Sr. No.	Item No.	Details	Action By
O	3	**Customs formalities Period:** Packages arriving at the port shall have a minimum time of 3 working days for customs examination and other related formalities in respect of the cargo under shipment. The goods received after arrival of the ship may not be loaded if either sufficient time does not exist or space available in the ship is booked by the carrier for other exporters due to lack of availability of the goods at the port in time for shipment from BHEL. In case, where the committed cargo to the carrier based upon information received from all the units does not reach in time of scheduled shipment at the port of dispatch, MEPG would be within its right to decide the priority of loading as per the project schedule requirements given the condition that adequate space in the ship is not available to accommodate the cargo.	For information
P	1	• **Shipping Procedures and ROD Responsibilities:** Consolidation of Packages and Storage in Warehouse: ROD Chennai/Kolkata either themselves or through their CHA would ensure following: • Proper storage of goods at an elevated level if store is in open to avoid damages to the consignment during rainy season (All the packages to be covered with a proper tarpaulin in open storage). • All Electrical and C&I items to be stored indoors. • Consolidation of the goods as per summary packing lists. • Check marks and numbers on packages. Carry out the corrections, if necessary. • Label the packages linking to the proposed shipping carrier to ensure that package does not get left out.	ROD

Note:

1. Units/Regions are also requested to refer shipping and packaging instructions provided with Internal Orders and GCC Clause no 65 at contract book no. 6 for compliance.
2. Units/Regions are advised to take necessary actions for compliance of GST related issues and refer information available at GST portal of Corporate Finance.

BHARAT HEAVY ELECTRICALS LIMITED
Corporate Finance
BHEL House, Siri Fort, new Delhi-110049

From:	Suraj Prakash GM (Fin) Corporate Office	To :	**All Heads of Units**

Ref No.: AA: Fin: Ind.Tax: GST-17
Dated 10.07.17

Subject: Export procedure under GST

This is in continuation to our GST Circulars No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13,14,15,16, dated 3rd, 5th, 8th, 9th, 17th, 19th, 21st, 23rd, 27th, 30th June 2017 & 5th & 7th July 2017 respectively regarding transitory credit, job work, invoicing, GST Credit, ISD registrations, IGST on imports, exports without payment of IGST and other provisions as per GST law.

As per GST law provisions, goods or services can be exported under bond or Letter of Undertaking without payment of integrated tax. CBEC vide notification no. 16/2017 dated 07th July 2017 and Circular No.4/4/2017-GST dated 07th July 2017 have notified certain conditions and issued certain clarifications regarding modalities w.r.t. export of goods or services under bond or Letter of Undertaking without payment of IGST, which are as follows:

1. Guidelines for furnishing Letter of Undertaking (LUT)

1.1. **Eligibility for issuance of LUT:** As per the notification, following registered person shall be eligible for submission of Letter of Undertaking in place of a bond: -

(a) a status holder as per the Foreign Trade Policy 2015-2020; or
(b) who has received the due foreign inward remittances amounting to a minimum of 10% of the export turnover, which should not be less than one crore rupees, in the preceding financial year,

and he has not been prosecuted for any offence under the Central Goods and Services Tax Act, 2017 or under any of the existing laws in case where the amount of tax evaded exceeds two hundred and fifty lakh rupees.

1.2. **Validity of LUT:** It has been clarified that LUT shall be **valid for twelve months**. In case, BHEL exporting Unit fails to comply with the conditions of the LUT, BHEL may be asked to furnish a bond. Further, Govt. has clarified that exports may be allowed under existing LUTs/Bonds till 31st July 2017. LUTs/bond in the revised format is required to be submitted latest by 31st July, 2017.

1.3. **Authority to accept LUT:** It has been clarified that LUT shall be accepted by the Jurisdictional Deputy /Assistant Commissioner having jurisdiction over the principal place of business of the exporting BHEL Unit. However, till the time administrative mechanism for assigning taxpayer to Centre/State authority is implemented, the LUT can be furnished by BHEL Units either before Central Tax Authority or State Tax Authority. Further, it has been provided that, on the directions/ instructions of Commissioner of State tax, the LUT can be furnished before Central Tax Officer till the time jurisdiction is assigned.

2. Further, vide the enclosed CBEC circular (No.4/4/2017-GST dated 07th July 2017), certain clarifications have been issued by CBEC regarding furnishing of bond, amount of bond, bank guarantee to be furnished along with bond etc. and sealing of containers, which may be referred to.

The above instructions shall apply to exports on or after 1st July, 2017.

The matter may be given wide circulation so that all concerned departments can take necessary action to ensure compliances

(Suraj Prakash)

Copy to:
Heads of MM/Heads of Commercial/ Heads of Finance
ED (COM)
GM(I) (Corp. Accounts)/ED (Fin)
D(F)/D(E R&D)/D(IS&P)/D(HR)/D(Power)—for kind information please
CMD Secretariat: for kind information of CMD please

Circular No. 4/4/2017-GST

F. No. 349/82/2017-GST
Government of India
Ministry of Finance
Department of Revenue
Central Board of Excise and Customs
(GST Policy Wing)

***

New Delhi, the 7th July, 2017

To,

The Principal Chief Commissioners / Chief Commissioners / Principal Commissioners/ Commissioners of Central Tax (All)

Madam/Sir,

Subject: Issues related to Bond/Letter of Undertaking for exports without payment of integrated tax – Reg.

Various communications have been received from the field formations and exporters that difficulties are being faced in complying with the procedure prescribed for making exports of goods and services without payment of integrated tax with respect to furnishing of bonds/Letter of Undertaking. Therefore, in exercise of powers conferred under section 168 (1) of the Central Goods and Services Tax Act, 2017, for the purpose of uniformity in the implementation of the Act, these issues are being clarified hereunder.

2. As per rule 96A of the Central Goods and Services Tax Rules, 2017 (The CGST Rules), any registered person exporting goods or services without payment of integrated tax is required to furnisha bond or a Letter of Undertaking (LUT) in FORM GST RFD-11.

3. Attention is invited to notification No. 16/2017-Central Tax dated 01-07-2017vide which the category of exporters who are eligible to export under LUT has been specified along with the conditions and safeguards. All exporters, not covered by the said notification, would submit bond. The procedure for submission and acceptance of bond has already been prescribed vide circular No. 2/2/2017-GSTdated 4th July, 2017.The bond shall be furnished on non-judicial stamp paper of the value as applicable in the State in which bond is being furnished.

4. A clarification has been soughtas to whether bond to be furnished for exports is a running bond (with debit / credit facility) or a one-time bond (separate bond for each consignment / export). It is observed consignment wise bond would be a significant compliance burden on the exporters. It is directedthat the exporters shall furnish a running bond, in case he is required to furnish a bond, in FORM GST RFD -11. The bond would cover the amount of tax involved in the export based on estimated tax liability as assessed by the exporter himself. The exporter shall ensure that the outstanding tax liability on exports is within the bond amount. In case the bond amount is insufficient to cover the tax liability in yet to be completed exports, the exporter shall furnish a fresh bond to cover such liability.

5. FORM RFD -11 under rule 96A of the CGST Rules requires furnishing a bank guarantee with bond. Field formations have requested for clarity on the amount of bank guarantee as a security for the bond. In this regard it is directed that the jurisdictional Commissioner may decide about the amount of bank guarantee depending upon the track record of the exporter. If Commissioner is satisfied with the track record of an exporter then furnishing of bond without bank guarantee would suffice. In any case the bank guarantee should normally not exceed 15% of the bond amount.

6. As regards LUT, it is clarified that it shall be valid for twelve months. If the exporter fails to comply with the conditions of the LUT he may be asked to furnish a bond.Exports may be allowed under existing LUTs/Bonds till 31st July 2017. Exporters shall submit the LUTs/bond in the revised format latest by 31st July, 2017.

7. It is further stated that the Bond/LUTshall be accepted by the jurisdictional Deputy/Assistant Commissioner having jurisdiction over the principal place of business of the exporter. The exporter is at liberty to furnish the bond/LUT before Central Tax Authority or State Tax Authority till the administrative mechanism forassigning of taxpayersto respective authority is implemented.However, if in a State, the Commissioner of State Tax so directs, by general instruction, to exporter, the Bond/LUT in all cases be accepted by Central tax officer till such time the said administrative mechanism is implemented. Central Tax officers are directed to take every step to facilitate the exporters.

8. Attention is further invited to circular No. 26/2017 – Customs dated 1st July 2017, vide which it has been clarified that the existing practice of sealing the container with a bottle seal

under Central Excise supervision or otherwise would continue till 01st September, 2017. Such sealing shall be done under the supervision of the officer having physical jurisdiction over the place of business where the sealing is being done. A copy of the sealing report would be forwarded to the Deputy/Assistant Commissioner having jurisdiction over the principal place of business.

9. These instructions shall apply to exports on or after 1st July, 2017. It is requested that suitable trade notices may be issued to publicize the contents of this circular.Difficulty, if any, in the implementation of the above instructions may please be brought to the notice of the Board. Hindi version would follow.

-sd-
(Upender Gupta)
Commissioner (GST)

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

Government of India
Ministry of Finance
Department of Revenue
Central Board of Excise and Customs

Notification No. 16/2017 – Central Tax

New Delhi, the 7th July, 2017

G.S.R… ( )E.:- In exercise of the powers conferred by sub-rule (5) of rule 96A of the Central Goods and Services Tax Rules, 2017, the Central Board of Excise and Customs hereby specifies the conditions and safeguards for the registered person who intends to supply goods or services for export without payment of integrated tax, for furnishing a Letter of Undertaking in place of a Bond.

i. The following registered person shall be eligible for submission of Letter of Undertaking in place of a bond:-

(a) a status holder as specified in paragraph 5 of the Foreign Trade Policy 2015-2020; or
(b) who has received the due foreign inward remittances amounting to a minimum of 10% of the export turnover, which should not be less than one crore rupees, in the preceding financial year,

and he has not been prosecuted for any offence under the Central Goods and Services Tax Act, 2017 (12 of 2017) or under any of the existing laws in case where the amount of tax evaded exceeds two hundred and fifty lakh rupees.

ii. The Letter of Undertaking shall be furnished in duplicate for a financial year in the annexure to FORM GST RFD – 11 referred to in sub-rule (1) of rule 96A of the Central Goods and Services Tax Rules, 2017 and it shall be executed by the working partner, the Managing Director or the Company Secretary or the proprietor or by a person duly authorised by such working partner or Board of Directors of such company or proprietor on the letter head of the registered person.

[F. No. 349/74/2017 – GST]

(Dr. Sreeparvathy S. L.)
Under Secretary to the Government of India

BHARAT HEAVY ELECTRICALS LIMITED
Corporate Finance
BHEL House, Siri Fort, new Delhi-110049

From:	Suraj Prakash GM (Fin) Corporate Office	To :	All Heads of Units

Ref No: AA: Fin:Ind.Tax:GST-14
Dated 05.07.17

Subject: Export without payment of IGST and sealing of containers - regarding

This is in continuation to our GST Circulars No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 & 13 dated 3rd, 5th, 8th, 9th, 17th, 19th, 21st, 23rd , 27th 30th Jun & 5th July 2017 respectively regarding transitory credit, job work, invoicing, GST Credit, ISD registrations, IGST on imports and other provisions as per GST law.

As per GST law provisions, goods or services can be exported under bond or Letter of Undertaking without payment of integrated tax or with payment of IGST and refund of such IGST paid can be claimed.

CBEC vide notification no. 15/2017 dated 01st July 2017 (as clarified vide Circular dated 04th July 2017) has inserted a new rule 96A in CGST Rules prescribing conditions and other modalities w.r.t. export of goods or services under bond or Letter of Undertaking (LUT) without payment of IGST, gist of key points whereof is as follows:

1. **Conditions, modalities & other requirements for Exports**

1.1. As per the Rules, a bond or a Letter of Undertaking in FORM GST RFD-11, is required to be submitted by BHEL **prior to export**, to the Jurisdictional Deputy/Assistant Commissioner. Though such Bond/LUT is required to be furnished electronically on the GSTN portal, however facility for furnishing the same manually till the module for furnishing of FORM RFD-11 is available on the common portal has been provided.

1.2. In case goods are not exported by BHEL within the prescribed period of 3 months from the date of issue of invoice for export of goods or payment in convertible foreign exchange is not realized within prescribed period of one year from the date of issue of invoice for export of service, BHEL would be required to pay IGST along with the interest as follows:

(a) within a period of 15 days after the expiry of 3 months from the date of issue of the invoice for export of goods.

(b) Within a period of 15 days after the expiry of period of 1 year period from the date of issue of the invoice (or such further period as may be allowed by the Commissioner) for export of services.

1.3 It may be noted that for export of goods, invoice for export is required to be issued by concerned BHEL Unit/Region on or before dispatch of goods and hence time limit of 3 months for export shall be reckoned from that date.

1.4 Further it is provided that in case the goods are **not exported** within the time limit of 3 months from the date of invoice and the **amount of IGST and interest thereon is not paid as** specified above in Para 1.2 above, **the export as allowed** under bond or LUT **shall be withdrawn forthwith** and the said amount shall be recovered from BHEL u/s 79 of CGST law. **It is further provided that the export shall be restored ONLY when such amount is paid.**

1.5 Above provisions apply mutatis mutandis in respect of zero rated supply of goods/services to SEZ units/developer without payment of IGST.

1.6 CBEC would specify the conditions and safeguards under which LUT may be furnished in place of a bond.

Key Actions required

1. In view of above, to avoid any financial implications on BHEL, it is imperative for all concerned Units including IO and RODs to ensure that whenever goods or services are exported under bond or Letter of Undertaking, the prescribed timelines as mentioned above for export of goods or realization of foreign currency in case of export of services, are strictly complied with. Failure to meet these timelines will entail cash outgo towards IGST and interest thereon.

2. Further, all concerned Units including IO and RODs to ensure that all export related operational procedures and formalities including transportation upto port of export, documentation, arranging ship liner are completed timely and promptly to enable export of goods within the prescribed time lines. This would necessitate proper coordination among concerned Units/ROD/IO.

3. It may be seen that as per provisions of GST law, the export as allowed under bond or Letter of Undertaking shall be withdrawn forthwith in case IGST with interest thereon is not paid within time indicated above. Although no specific clarity on this aspect has been provided, however there is possibility that future export of BHEL under such bond

or Letter of Undertaking may be restricted or BHEL may be asked to pay IGST for each export thus entailing blockage of IGST till refund.

4. Moreover, said amendment does not specifically provide for refund of IGST in such cases where IGST is paid due to non-adherence to timelines indicated above and goods are subsequently exported or payment towards services realized after expiry of timelines indicated above and thus may result in permanent loss of IGST to BHEL. Hence all concerned Units/ROD/IO to ensure that prescribed timeline for export of goods are strictly complied with so as to avoid any financial implications on BHEL.

2. <u>Procedure for Sealing of Containers</u>

Vide circular No. 26/2017-Customs issued by CBEC (Copy enclosed), the revised procedure for Sealing of containers has been prescribed which shall be effective from 01.09.2017.

As per the procedure, the exporter shall self-seal the container with a tamper proof electronic-seal of standard specification. Units are advised to refer to the said circular for detailed guidelines and modalities in this regard for necessary compliance.

The above are some of key provisions of amendments/provisions in this regard. Units are requested to go thru detailed circulars/amendments and ensure compliance in toto.

The matter may be given wide circulation so that all concerned departments can take necessary action to ensure compliance in this regard.

(Suraj Prakash)

Copy to:

1. **Heads of MM/Heads of Commercial/ Heads of Finance**
2. **ED (COM)**
3. **GM(I) (Corp. Accounts)/ED (Fin)**
4. **D(F)/D(E R&D)/D(IS&P)/D(HR)/D(Power): - for kind information please**
5. **CMD Secretariat : for kind information of CMD please**

Circular No. 26/2017-Customs

F. No. 450/08/2015-Cus.IV
Government of India
Ministry of Finance
Department of Revenue
(Central Board of Excise and Customs)
*****

New Delhi dated the 1st July, 2017

To

All Principal Chief Commissioner/Chief Commissioner of Customs & Central Excise
All Principal Commissioner/Commissioner of Customs & Central Excise
All Principal Chief Commissioner/Chief Commissioner of Customs/Customs (Preventive)
All Principal Commissioner/Commissioner of Customs / Customs (Preventive)

Sir/ Madam,

Subject: Export procedure and sealing of containerized cargo-regarding.

Goods and Service Tax has become operational from 01-07-2017. In the GST regime, the governing provisions related to exports are contained in section 16 of the Integrated Goods and Service Tax Act, 2017 (IGST Act). Supplies of goods and services for exports have been categorized as 'Zero Rated Supply' implying that goods could be exported under bond or Letter of Undertaking without payment of integrated tax followed by claim of refund of unutilized input tax credit or on payment of integrated tax with provision for refund of the tax paid.

2. With the onset of GST, extant procedures relating to export of goods viz. claim of rebate/refund, stuffing of containers at the factory, warehouse or any other place from where the goods are intended to be exported etc. would require review of the existing procedures. In this regard, attention is drawn to notification No's 42/2001-CE (N.T.) to 45/2001-CE (N.T.) both dated 26.6.2001 detailing the procedure to be followed for the export of goods on payment of terminal excise duty and 19/2004-CE (N.T.) and 20/2004-CE (N.T.), both dated 06.09.04, without payment thereof.

A. Procedure of Export

3. Any person making zero rated supply (i.e. any exporter) shall be eligible to claim refund under either of the following options, namely: –

(a) he may supply goods or services or both under bond or Letter of Undertaking, subject to such conditions, safeguards and procedure as may be prescribed, without payment of integrated tax and claim refund of unutilized input tax credit; or

(b) he may supply goods or services or both, subject to such conditions, safeguards and procedure as may be prescribed, on payment of integrated tax and claim refund of such tax paid on goods or services or both supplied, in accordance with the provisions of section 54 (Refunds) of the Central Goods and Services Tax Act or the rules made there under (i.e. the Central Goods and Service Tax Rules, 2017).

4. For the option *(a)* above, procedure to file refund has been outlined in the Central Goods and Service Tax Rules, 2017. The exporter claiming refund of unutilized input tax credit will file an application electronically through the Common Portal, either directly or through a Facilitation Centre notified by the GST Commissioner. The application shall be accompanied by documents as prescribed in the said rules. Application for refund shall be filed only after the export manifest or an export report, as the case may be, is delivered under section 41 of the Customs Act, 1962 in respect of such goods. The formats for furnishing bond or LUT for export of goods have been separately notified under CGST Rules, 2017. The said formats are attached herewith for easy reference.

5. For the option *(b)*, broadly the procedure is that a registered person shall not be required to file any application for refund of ***integrated goods and services tax*** paid on supply of goods for exports. The shipping bill, having inter-alia GST invoice details, filed by an exporter shall be deemed to be an application for refund of integrated tax paid on the goods exported out of India and such application shall be deemed to have been filed only when the person in charge of the conveyance carrying the export goods duly files an export manifest or an export report covering the number and the date of shipping bills or bills of export and the applicant has furnished a valid return in FORM GSTR-3. The details of the relevant export invoices contained in FORM GSTR-1 shall be transmitted electronically by the common portal to the Customs system and the said system shall in turn electronically transmit back to the common portal a confirmation that the goods covered by the said invoices have been exported out of India. Upon receipt of information regarding furnishing of valid return in FORM GSTR-3 from the common portal, the Customs system shall process the claim for refund and an amount equal to the integrated tax paid in respect of each shipping bill or bill of export shall be electronically credited to the bank account of the applicant mentioned in his registration particulars. Government has allowed a grace period to the registrants to file returns under the new GST Law. Therefore, this refund procedure shall as a consequence come into operation only when the registrants file the above mentioned returns. Further, the exporters are free to avail option (a) or option (b). The refund shall be governed by the provisions of the section 16 of the IGST Act.

6. In order to ensure smooth transition from the earlier export procedure to the procedure being laid down for export of goods under the GST regime, the existing Shipping Bill formats (both manual/ electronic) have been modified to make them compliant with the IGST law. New formats of the Shipping Bill have been made applicable already. ARE-1 procedure which was being followed is dispensed with except in respect of commodities to which provisions of Central Excise Act would continue to be applicable.

B. Sealing of Containers

7. Board has in the past issued various circulars both on the Excise and Customs side on the issue of sealing of containers. A gist of these Circulars and the subject matter dealt in them is given in the annexure to this circular. At present, there are three categories of containers which arrive at the port/ICD:

a. Containers stuffed at factory premises or warehouse under self-sealing procedure.

b. Containers stuffed / sealed at factory premises or warehouse under supervision of central excise officer.

c. Containers stuffed and sealed at Container Freight Stations/ Inland Container Depot.

8. For the sake of uniformity and ease of doing business, Board has decided to simplify the procedure relating to factory stuffing hitherto carried out under the supervision of the Central Excise officers. It is the endeavor of the Board to create a trust based environment where compliance in accordance with the extant laws is ensured by strengthening Risk Management System and Intelligence setup of the department. Accordingly, Board has decided to lay down a simplified procedure for stuffing and sealing of export goods in containers.

9. It has been decided to do away with the sealing of containers with export goods by CBEC officials. Instead, self-sealing procedure shall be followed subject to the following:

i. The exporter shall be under an obligation to inform the details of the premises whether a factory or warehouse or any other place where container stuffing is to be carried out, to the jurisdictional customs officer.

ii. The exporter should be registered under the GST and should be filing GSTR1 and GSTR2. Where exporter is not a GST registrant, he shall bring the export goods to a Container Freight Station/Inland Container Depot for stuffing and sealing of container. However, in certain situations, an exporter may follow the self-sealing procedure even if he is not required to be registered under GST Laws. Such an exception is available to the Status Holders recognized by DGFT under a valid status holder certificate issued in this regard.

iii. Any exporter desirous of availing this procedure shall inform the jurisdictional Custom Officer of the rank of Superintendent or Appraiser of Customs, at least 15 days before the first planned movement of a consignment from his/her factory/ premises, about the intention to follow self- sealing procedure to export goods from the factory premises or warehouse. The jurisdictional Superintendent or an Appraiser or an Inspector of Customs shall visit the premises from where the export goods will be stuffed & sealed for export. The jurisdictional Superintendent or Inspector of Customs shall inspect the premises with regard to viability of stuffing of container in the premises and submit a report to the jurisdictional Deputy Commissioner of Customs or as the case may be the Assistant Commissioner of Customs within 48 hours. The jurisdictional Deputy Commissioner of Customs or as the case may be the Assistant Commissioner of Customs shall forward the proposal, in this regard to the Principal Commissioner/Commissioner of Customs who would grant permission for self-sealing at the approved premises. Once the permission is granted, the exporter shall furnish only intimation to the jurisdictional Superintendent or Customs each time self-sealing is carried out at approved premises. The intimation, in this regard shall clearly mention the place and address of the approved premises, description of export goods and whether or not any incentive is being claimed.

iv. Where the visit report of the Superintendent or an Appraiser or an Inspector of Customs regarding viability of the stuffing at the factory/ premises is not favorable, the exporter shall bring the goods to the Container Freight Station /Inland Container Depot/Port for sealing purposes.

v. Self-Sealing permission once given by a Principal Commissioner/Commissioner of Customs shall be valid for export at all the customs stations. The customs formation granting the self-sealing permission shall circulate the permission along with GSTIN of the exporter to all Custom Houses/Station concerned.

vi. Transport document for movement of self-sealed container by an exporter from factory or warehouse shall be same as the transport document prescribed under the GST Laws. In the case of an exporter who is not a GST registrant, way bill or transport challan or lorry receipt shall be the transport document.

vii. The exporter shall seal the container with the tamper proof electronic-seal of standard specification. The electronic seal should have a unique number which should be declared in the Shipping Bill. Before sealing the container, the exporter shall feed the data such as name of the exporter, IEC code, GSTIN number, description of the goods, tax invoice number, name of the authorized signatory (for affixing the e-seal) and Shipping Bill number in the electronic seal. Thereafter, container shall be sealed with the same electronic seal before leaving the premises.

viii. The exporter intending to clear export goods on self-clearance (without employing a Customs Broker) shall file the Shipping Bill under digital signature.

ix. All consignments in self-sealed containers shall be subject to risk based criteria and intelligence, if any, for examination / inspection at the port of export. At the port/ICD as the case may be, the customs officer would verify the integrity of the electronic seals to check for tampering if any enroute. The Risk Management System (RMS) is being suitably revamped to improvise the interdiction/ examination norms. However, random or intelligence based selection of such containers for examination/scanning would continue.

10. Board has decided that the above revised procedure regarding sealing of containers shall be effective from 01.09.2017. A future date has been prescribed since the returns under GST have been permitted to be filed by 10.09.17 and also with the purpose to give enough time to the stakeholders to adapt to the new procedures. Therefore, as a measure of facilitation, the existing practice of sealing the container with a bottle seal under Central Excise supervision or otherwise would continue. The extant circulars shall stand modified on 01.09.2017 to the extent the earlier procedure is contrary to the revised instructions given in this circular.

11. Suitable public Notices may be issued in this regard. Difficulty faced, if any, may be brought to the notice of the Board.

12. Hindi version will follow.

Yours faithfully,

Zubair Riaz

(Zubair Riaz)
Director (Customs)

Annexure

Sr. No	Reference Number	Date	Subject
1	952/1 3/2011 -CX.	08-09-11	Stuffing of export containers - Procedure
2	892/1 2/2009-CX	23-07-09	Exports - Self-sealing/certification facility extended for export of non-excisable agricultural products
3	860/1 8/20,07-CX	22-11-07	Exports under Free Shipping Bills - Mandatory self-sealing of containers
4	741/57/2003-CX.	02-09-03	Exports to Nepal and Bhutan - Self-sealing and self-certification facility not applicable
5	736/52/2003-CX.	11-08-03	Exports - Self-certification and self-sealing facility extended to all categories of Manufacturer-Exporters-Extension of facility of self-sealing to all categories of manufacturer exporters.
6	481/47/99-CX	23-08-99	Containers Sealing of packages/Containers procedure Relaxed-modifies 426/59/98-CX in so far as furnishing tentative date and time of export plan by manufacturer exporter is concerned.
7	445/11/99-CX	17-03-99	Exports Special facility of self-certification and self-sealing to large manufacturer Exporter Further instructions. Para 7 (duty of customs officers at the place of export) of 426/59/98-CX is deleted in view of Circular 6/2002-Cus. [90/98-cus. was rescinded vide 31/2002-cus].
8	426/59/98-CX	12-10-98	Introduction of facility of self-sealing to manufacturers who have paid Central Excise duty exceeding Rs. 10 crores in the preceding financial year in cash or by debit in current account or manufacturer-exporters who have been accorded the status of Super Star Trading House, Star Trading House, Trading House or Export House under the provisions of the Export - Import Policy announced by the Government from time to time.
9	6/2002-Cus	23.1.2002	Export- procedure, as also norms for examination of self-sealed containers at the port of export.
10	83/99-Cus	14-12-99	Export Simplification in procedure for movement of export goods on the basis of. Self-certification and reduced percentage of physical examination-Dispensing off with routine examination at gateway ports.

FORM GST RFD-11

Furnishing of bond or Letter of Undertaking for export of goods or services

1. GSTIN				
2. Name				
3. Indicate the type of document furnished		Bond: ☐ Letter of Undertaking ☐		
4. Details of bond furnished				
Sr. No.	Reference no. of the bank guarantee	Date	Amount	Name of bank and branch
1	2	3	4	5

Note – Hard copy of the bank guarantee and bond shall be furnished to the jurisdictional officer.

5. Declaration -

(i) The above-mentioned bank guarantee is submitted to secure the integrated tax payable on export of goods or services.

(ii) I undertake to renew the bank guarantee well before its expiry. In case I/We fail to do so the department will be at liberty to get the payment from the bank against the bank guarantee.

(iii) The department will be at liberty to invoke the bank guarantee provided by us to cover the amount of integrated tax payable in respect of export of goods or services.

Signature of Authorized Signatory

Name

Designation / Status -------

Date ----------

Bond for export of goods or services without payment of integrated tax
(See rule 96)

I/We.................of....................,hereinafter called "obligor(s)", am/are held and firmly bound to the President of India (hereinafter called "the President") in the sum of......................rupees to be paid to the President for which payment will and truly to be made.

I/We jointly and severally bind myself/ourselves and my/our respective heirs/ executors/ administrators/ legal representatives/successors and assigns by these presents; Dated this...................day of....................;

WHEREAS the above bounden obligor has been permitted from time to time to supply goods or services for export out of India without payment of integrated tax;
and whereas the obligor desires to export goods or services in accordance with the provisions of clause (a) of sub-section (3) of section 16;

AND WHEREAS the Commissioner has required the obligor to furnish bank guarantee for an amount of... rupees endorsed in favour of the President and whereas the obligor has furnished such guarantee by depositing with the Commissioner the bank guarantee as afore mentioned;
The condition of this bond is that the obligor and his representative observe all the provisions of the Act in respect of export of goods or services, and rules made thereunder;

AND if the relevant and specific goods or services are duly exported;
AND if all dues of Integrated tax and all other lawful charges, are duly paid to the Government along with interest, if any, within fifteen days of the date of demand thereof being made in writing by the said officer, this obligation shall be void;

OTHERWISE and on breach or failure in the performance of any part of this condition, the same shall be in full force and virtue:

AND the President shall, at his option, be competent to make good all the loss and damages, from the amount of bank guarantee or by endorsing his rights under the above-written bond or both;

I/We further declare that this bond is given under the orders of the Government for the performance of an act in which the public are interested;

IN THE WITNESS THEREOF these presents have been signed the day hereinbefore written by the obligor(s).

Signature(s) of obligor(s).
Date :
Place :

Witnesses

(1) Name and Address	Occupation
(2) Name and Address	Occupation

Accepted by me this............................day of .... (month)........................... (year)

....of ....

(Designation)

for and on behalf of the President of India.".

Letter of Undertaking for export of goods or services without payment of integrated tax

(See rule 96)

To

The President of India (hereinafter called the "President"), acting through the proper officer

I/We .... of.. (address of the registered person) having Goods & Services Tax Identification Number No.. , hereinafter called "the undertaker(s) including my/our respective heirs, executors/ administrators, legal representatives/successors and assigns by these presents, hereby jointly and severally undertake on this .... day of .... to the President

(a) to export the goods or services supplied without payment of integrated tax within time specified in sub-rule (9) of rule 96 ;

(b) to observes all the provisions of the Goods and Services Tax Act and rules made thereunder, in respect of export of goods or services;

(c) pay the integrated tax, thereon in the event of failure to export the goods or services, along with an amount equal to eighteen percent interest per annum on the amount of tax not paid, from the date of invoice till the date of payment.

I/We declare that this undertaking is given under the orders of the proper officer for the performance of enacts in which the public are interested.

IN THE WITNESS THEREOF these presents have been signed the day hereinbefore written by the undertaker(s)

Signature(s) of undertaker(s).

Date :
Place :

Witnesses
(1) Name and Address Occupation
(2) Name and Address Occupation
Date
Place

Accepted by me this...........................day of .... (month)........................ (year)

......................................of
.... (Designation)
for and on behalf of the President of India

Circular No. 2/2/2017-GST

F. No. 349/82/2017-GST
Government of India
Ministry of Finance
Department of Revenue
Central Board of Excise and Customs
GST Policy Wing

New Delhi, Dated the 4th July, 2017

To,

The Principal Chief Commissioners/Chief Commissioners/Principal Commissioners/ Commissioners of Central Tax (All)

Madam/Sir,

Subject: Issues related to furnishing of Bond/ Letter of Undertaking for Exports–Reg.

Various communications have been received from the field formations and exporters on the issue of difficulties being faced while supplying the goods or services for export without payment of integrated tax and filing the FORM GST RFD -11 on the common portal (www.gst.gov.in), because of which exports are being held up.

2. Whereas, as per rule 96A of the Central Goods and Services Tax Rules, 2017, any registered person availing the option to supply goods or services for export without payment of integrated tax shall furnish, prior to export, a bond or a Letter of Undertaking. This bond or Letter of Undertaking is required to be furnished in FORM GST RFD-11 on the common portal. Further, Circular No. 26/2017- Customs dated 1st July, 2017 has clarified that the procedure as prescribed under rule 96A of the said rules requires to be followed for the export of goods from 1st July, 2017.

3. Another issue being raised by various stakeholders is that the Bond/Letter of Undertaking is required to be given through the proper officer which is to be furnished to the jurisdictional Commissioner as per sub-rule (1) of rule 96A of the said rules. Taking cognizance of the fact that a large number of such Bonds/Letter of Undertakings would be required to be filed by the registered exporters who would be located at a distance from the office of the jurisdictional Commissioner, it is understood that the furnishing of such bonds/undertakings before the jurisdictional Commissioner may cause hardship to the exporters.

4. Thus, in exercise of the powers conferred by sub-section (3) of section 5 of the CGST Act, 2017, it is hereby stated that the acceptance of the Bond/Letter of Undertaking required to be furnished by the exporter under rule 96A of the said rules shall be done by the jurisdictional Deputy/Assistant Commissioner.

5. Further, in exercise of the powers conferred by section 168 of the said Act, for the purpose of uniformity in the implementation of the said Act, the Bond/Letter of Undertaking required to be furnished under rule 96A of the said rules may be furnished manually to the jurisdictional Deputy/Assistant Commissioner in the format specified in FORM RFD-11 till the module for furnishing of FORM RFD-11 is available on the common portal. The exporters may download the FORM GST RFD-11 from the website of the Central Board of Excise and Customs (www.cbec.gov.in) and furnish the duly filled form to the jurisdictional Deputy/Assistant Commissioner.

6. The above specified provisions shall be applicable to all applications which have been filed on or after 1st July, 2017. It is requested that suitable trade notices may be issued to publicize the contents of this circular.

7. Difficulty, if any, in the implementation of the above instructions may please be brought to the notice of the Board. Hindi version would follow.

Sd/-
(Upender Gupta)
Commissioner (GST)

SUB-SUPPLIER QUESTIONNAIRE

FICHTNER

Name of the proposed Equipment / Item / Process with Model / Type / Rating / Capacity / Size / Tonnage etc. (As applicable):

____

____

1. **Name of Proposed Sub-Supplier**: ________________________________

Website: ________________________________

2. **Address of Regd. Office:** ______________________ ______________________ ______________________

Details of contact person:
Name______________________
Mobile no.__________________
Desig.______________________
E-mail:

- **Country of Head Office** ______________________
- **Field of activitie** ______________________

3. **Address of Works where Item is being manufactured** ____________________________ ____________________________ ____________________________

Details of contact person:
Name______________________
Mobile no.__________________
Desig.______________________
E-mail:

4. **Branch / Liaison office in Dhaka** ______________________ ______________________ ______________________

Details of contact person:
Name______________________
Mobile no.__________________
Desig.______________________
E-mail:

5. **Details of Proposed Works:**

a. Year of Establishment of present works: __________________________
b. Year of Commencement of: __________________________
Manufacturing at the above works

c. Details of change in works address in past, if any : __________________________
d. Total Covered Area : __________________________

e. Details of covered area like no. of sheds, Area of each shed etc. : __________________________
f. Electric power- Connected load: __________________________
Electric power- Stand by load & system: __________________________

6. **Annual Turnover & Profit in past three years** : __________________________
____
: __________________________

7. **Do you have in-house Department for**
a) Design Yes / No
b) Research & Development Yes / No
c) Quality control/Inspection Yes / No
d) After Sales Service Yes / No

If any of these items answered with “No”, an explanation shall be provided.

8. **Shift works per day** One / Two / Three
Weekly day off

9. **Present Manpower Status:**

Division Status	Graduate		Diploma	Skilled	Un-Skilled	Remarks
	Technical	Non-Technical				
Design						
Production						
Quality Control / Inspection						
After Sales Service						

a. Enclose organization chart of the proposed works (Y / N) ___________

b. Enclose Organization chart of QA / QC Deptt. (Y / N) ___________

c. Enclose List of Qualified Welders with process etc. (Y / N) ___________

d. Enclose List of Qualified NDT personnel with area of specialization (Y / N) ___________

10. **Trade Name of Product (if any)** ______________________________________

11. **Brief details of items manufactured:**

Sl. No.	Item & Material (Type / Size / Rating / Model / Tonnage, as applicable)	Installed Capacity	Annual Production Capacity	Annual Production for last Three years		
				I	II	III

12. **Details of foreign Collaboration, if any:**

Sl. No.	Product	Name & Address of Collaborator	Collaboration		
			Scope	Year	Valid upto

13. **Furnish Type Test report for the proposed product (if applicable).**

14. **Approval/Certification by National/International standards/accredited agency applicable for the proposed product (if applicable).**

15. **Furnish statutory/mandatory certification for proposed product (if applicable).**

16. **Furnish supply Experience list of the proposed product.**
    List shall include Item description (Type / Size / Rating / Model / Tonnage, as applicable), Customer name, Quantity, Year of Supply, and Year of commissioning.

17. **Enclose End User's operational feedback certificate for the proposed product.**

18. **Enclose list of equipment & machinery specific to the proposed product.**
    This should include name of equipment, capacity & nos. etc.:

19. **Enclose Process Flow Diagram indicating in-house & outsourced process.**

20. **General manufacturing facilities available:**

Sl. No.	Description of machine	Inhouse		Outsourced	
		Capacity	No.	Capacity	No.
a)	Material Handling Mobile Crane Fork Lift Over Head Cranes				
b)	Metal Cutting & Bending				
c)	Casting				
d)	Forging				
e)	Fabrication				
f)	Welding				
g)	Machining				
h)	Heat Treatment				
i)	Surface & Cleaning Sand Blasting Shot Blasting Pickling				
j)	Painting				
k)	Metal Coating				
l)	Packing				
m)	Other, if any				

21. **Enclose Testing & Inspection facilities specific to the proposed product:**

a. In-house ______________________

b. Outsourced ______________________

22. **Storage of finished goods (covered / open).** ______________________

23 **Enclose list of the source / make with location of major raw material, bought out items and out sourced process** ________________________________

24. **Furnish details regarding local service support and spare parts availability in Bangladesh. process** ________________________________

25. **Quality management**

25.1 General

25.1.1 Work Instruction for different processes available. (Y / N) ___________

if yes, furnish list.

25.1.2 Evaluation system for raw material / bought out item's supplier is available. (Y / N) ___________

25.1.3 Records generated during inspection maintained & available for review?

(Y / N) ___________

25.1.4 Statistical quality control techniques used? (Y/N) If yes please furnish details. (Y / N) ___________

25.1.5 ISO certificate for the works available? (Y / N) ___________

If yes, enclose copy of the certificate.

25.1.6 Quality & HSE Manual for the works available (Y / N) ___________

If yes, enclose copy of the manual.

25.2 Corrective action

25.2.1 Specifically confirm whether System for identifying & disposition of Non Conformity in the process / product is available (Y / N) ___________

25.2.2 Specifically confirm whether System for Customer complains & their satisfactory disposal is available. (Y / N) ___________

25.3. Documentation Control

25.3.1 Procedure available for documentation control (Y / N) ___________

25.4. Control of Inspection, measuring & testing equipments.

25.4.1 Procedure for calibration of testing & measuring instrument available.

(Y / N) ___________

27. **Certification of sub-supplier**

I CERTIFY THAT THE INFORMATION SUPPLIED HEREIN (INCLUDING ALL PAGES ATTACHED) IS CORRECT.

SEAL

M/S. ______________________________
PLACE ___________________________
DATE ______________________________

SIGNATURE ______________________
NAME ____________________________
DESIGNATION ____________________
MOBILE NO _______________________
EMAIL ___________________________

LIST OF ENCLOSURE:

---

28. **Certification by Main Supplier:**

ABOVE INFORMATION HAVE BEEN VERIFIED AND FOUND IN ORDER TO COMPLY WITH TECHNICAL SPECIFICATION AS PER EPC-CONTRACT.

Name: ___________ Designation: _______________ Signature: _________ Date: ________

NOTE:

1. ***COLUMN SHALL NOT BE LEFT UNFILLED. IN CASE OF NOT APPLICABLE / NOT AVAILABLE, THE SAME SHALL BE INDICTED IN THE PROVIDED SPACE.***
2. ***IN CASE PROVIDED SPACE IS NOT ADEQUATE, INFORMATION SHALL BE PROVIDED AS AN ATTACHMENT.***
3. ***PRODUCT CATALOGUE FOR*** *THE PROPOSED EQUIPMENT / ITEM / PROCESS, IF AVAILABLE, SHALL BE ENCLOSED*