



Tender no. PSER:PUR:PMX-351(III):098 Date: 09/12/2017

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL BHAWAN, PLOT NO. DJ-9/1 , SECOTR II ,
SALT LAKE CITY , KOLKATA ,WEST BENGAL, INDIA

Phone : 033-23216130-31,033-23216130 FAX : 033-23211960

TENDER CHANGE NOTICE

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| Sub | TENDER CHANGE NOTICE (TCN-01 DTD 19/12/2017) |
| Job | SUPPLY OF REINFORCEMENT STEEL FOR 2X660 MW MAITREE STPP AT BAGERTHAT, BANGLADESH. |
| Ref | E-TENDER NO.: PSER:PUR:PMX:351(III):098 DATE 09/12/2017 |

1) With reference to above, following clarifications / changes, relevant to tender, may please be noted and complied with while submitting the offer.

| Sl. no. | Description / Tender clause | Bidder's queries | BHEL's Clarification |
|---------|-----------------------------|---|---|
| 1 | Sl. No.06 of GCC | Is it necessary for TMT. If yes, then warranty conditions applicable to TMT should be clearly spelt out. | As per GCC of NIT. |
| 2 | Sl. No.08 of GCC | The time of 90 days to be permitted for delivery of items from the date of issue of MDCC or 120 days from the date of issue of Purchase Order whichever is earlier. | As per GCC of NIT. |
| 3 | Sl. No.09 of GCC | The liability should be restricted to 5% in view of stringent requirement of tender. | As per GCC of NIT |
| 4 | Sl. No.13 of GCC | It is mentioned that the Transit Insurance will be done by BHEL. This needs elaboration and discussions. | Refer Sl. No. 13 of GCC, the following to be read in addition of the existing entry " The insurance coverage will be from supplier's registered place of dispatch to Site. The copy of Insurance will be provided to successful supplier." |
| 5 | Sl. No.15 of GCC | <p>Arbitration :-</p> <p>a. The term " engineer" needs to be elaborated.</p> <p>b. The term "You" may be referred as "Bidder/vendor".</p> <p>c. In the second paragraph at line no 4 after the word "engineer who will act as a conciliator within" required to be added.</p> <p>d. In the last paragraph at line no 2 the sole arbitrator, in place of "of " may be placed by "appointed by".</p> <p>e. In the third line of the last para "by the officer and the award" May be inserted.</p> | <p>Refer Sl. No. 15 of GCC, the following to be read in place of existing entry :</p> <p>" In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge(Region).</p> <p>The award of the Arbitrator shall be binding upon the parties to the dispute</p> <p>Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.</p> <p>In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.</p> <p>The cost of arbitration shall be borne equally by the parties.</p> <p>Work under the contract shall be continued during the arbitration proceedings."</p> |

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|----------------|---|---|---|
| 6 | - | Splitting of Contract | BHEL do not envisage splitting. However, for MSME suppliers, intended benefits shall be applicable as per SI. No. 34 of NIT. All relevant clauses shall be read accordingly. |
| 7 | Note a & c of Unpriced Price Bid | (a) & (c) to be clearly defined. | Refer Note a & c of Unpriced Price Bid Rev-01 (PART-F) of NIT. |
| 8 | Clause 6.1.1, 6.1.2 & 6.1.3 of TS | May be framed in line with notification no 40/2017. | As per TS of NIT. |
| 9 | Clause 6.5 | Since the material will be delivered at BHEL site by the vendor, therefore weighment should be the responsibility of | As per TS of NIT. |
| 10 | Invoicing | BHEL to clearly specify the invoicing as the same is not clear in the tender document. | Refer SI. No. 14 of SCC for invoicing. |
| 11 | Rationalization, 'Note j' of Unpriced Price Bid | Clause j of Part F- Unpriced – Price Bid is Not acceptable. | Refer Price Bid (PART-F) 'Note j' stands deleted. Refer Unpriced Price Bid Rev-01 |
| 12 | Reverse Auction | BHEL to clearly mention before the bidding whether the bidding will be on reverse auction basis or otherwise. | Refer PART-G of NIT. |
| 13 | Sl. No.14.3.2 of SCC | Currency – Whether the currency is USD or INR to be clarified. | As per SCC, & Price Bid & Unpriced Price Bid Rev-01(PART-F) of NIT. |
| 14 | Sl. No.14.1.7 & 14.1.8 of SCC | Is TDS applicable on supply of steel material? | Sl. No.14.1.7 of SCC, stands deleted. Sl. No.14.1.8 of SCC shall remain unchanged as per NIT. |
| 15 | Sl. No.14.3.5 of SCC | Mode of reimbursement to be intimated to the bidders. | Mode shall be as per PART-F (Price Bid) of NIT. |
| 16 | Sl. No.14.3.7 of SCC | Since BHEL is supplier, as per notification no 40/2017 it is not applicable for the bidder. | Refer Sl. No.14.3.7 of SCC, the clause to be read as “ The supplier should correctly and accurately classify all the materials, supplies, equipment, tools and other articles to be shipped under the subject purchase order as per the Harmonized Commodity Description and Coding System.” in place of existing entry. |
| 17 | Sl. No.14.3.8 of SCC | The place of unloading to be mentioned. | Refer Sl. No. 2.1 of SCC. |
| 18 | Sl. No.14.3.9 of SCC | This will be subject to sole exception of cl 14.3.5 | The clause is w.r.t. Various Charges not for Taxes. |
| 19 | Sl. No.14.3.10 of SCC | Clarity is required as BHEL is exporter. | Refer Sl. No. 14.3.10 of SCC, the following to be read in place of existing entry : “Any Taxes apart from GST, for exporting material from source country & as applicable in the source country shall be on supplier's account. GST shall be guided by GST clause mentioned elsewhere in the NIT. Also while offering the rates, the supplier may take into account the benefit of input credit provisions, if any as the cost of input to the supplier will be net of such taxes and adjust their offer price accordingly to make it more competitive.” |
| 20 | Sl. No.15.1 of SCC | Customs clearance: The bidder will be responsible only for the materials. Equipment, tools and other articles is not relevant in this tender and therefore, same needs to be removed. | As per SCC of NIT. |
| 21 | Sl. No.15.2 of SCC | Transport & Handling: Unloading to be done by BHEL at site. | Refer Sl. No. 2.1 of SCC. |
| 22 | Sl. No.15.3 to 15.13 of SCC | clauses are not relevant and therefore, needs to be deleted. | As per SCC of NIT. |

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| Sl. no. | Description/ Tender clause | Bidder's queries | BHEL's Clarification |
|----------------|-----------------------------------|---|-----------------------------|
| 23 | Sl. No.18 of SCC | Documents: Under point no 8 Test Certificate will be provided for quality and for quantity invoice/bill of lading copy will be given Under point no 10 Certificate of origin to be provided by BHEL. Point no 12 is not applicable. | As per SCC of NIT. |

- 1) UNPRICED BID REV-01 supersede UNPRICED BID issued earlier along with NIT.
(Bidders are requested to submit their offer as per revised Unpriced Bid i.e. UNPRICED BID REV-01 only. Offers from bidders in superseded UNPRICED BID shall not be considered.)
- 2) Due date of submission of offer against the subject tender is extended from **19/12/2017 (15:00 hrs. IST)** to **21/12/2017 (15:00 hrs. IST)**. Accordingly, Techno-commercial bid opening date shall be extended from **19/12/2017 (16:00 hrs. IST)** to **21/12/2017 (16:00 hrs. IST)**.
- 3) 'No deviation certificate' is attached. Bidder to submit their offer along with stamped & signed copy of this TCN & 'No deviation certificate' as per attached format only.
- 4) Bidder to submit their offer along with stamped & signed copy of this TCN as a token of acceptance.
- 5) All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

DGM (Purchase)

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

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PART – E

Sub: NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

TO

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

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|-----|---|--|
| Sub | Sub: SUPPLY OF REINFORCEMENT STEEL FOR 2X660 MW MAITREE STPP AT BAGERHAT, BANGLADESH | |
| Ref | 1.0 | TENDER NO.: PSER:PUR:PMX:351(III):098 DATE: 09/12/2017, TCN-01 DTD: 19/12/2017 |
| | 2.0 | All other pertinent issues till date. |

Dear Sirs,

With reference to above, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and conditions) and we offer our unqualified acceptance of the same. We also confirm that we have not changed/modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred Tender and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

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

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

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

Thanking you,

Yours faithfully,

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

SUPPLY OF REINFORCEMENT STEEL AT BHEL, 2X660 MW MAITREE STPP, BAGERHAT BANGLADESH

E-TENDER REFERENCE NO.PSER:PUR:PMX:351(III):098 DATE 09/12/17

PART- F - UNPRICED - PRICE BID REV-01

| SL. NO. | ITEM DESCRIPTION | UOM | QTY | UNIT PRICE (USD) | TOTAL PRICE (USD) |
|---------|--|---------|-------|------------------|-------------------|
| A | B | C | D | E | F = (D X E) |
| | Basic Price | | | | |
| a | Reinforcement Steel 8 mm diameter of Grade B500B as per latest BS 4449 | MT | 800 | | 0 |
| b | Reinforcement Steel 10 mm diameter of Grade B500B as per latest BS 4449 | MT | 1000 | | 0 |
| c | Reinforcement Steel 12 mm diameter of Grade B500B as per latest BS 4449 | MT | 900 | | 0 |
| d | Reinforcement Steel 16 mm diameter of Grade B500B as per latest BS 4449 | MT | 2000 | | 0 |
| e | Reinforcement Steel 20 mm diameter of Grade B500B as per latest BS 4449 | MT | 3000 | | 0 |
| f | Reinforcement Steel 25 mm diameter of Grade B500B as per latest BS 4449 | MT | 3200 | | 0 |
| h | Reinforcement Steel 32 mm diameter of Grade B500B as per latest BS 4449 | MT | 1100 | | 0 |
| 1 | Total Basic Price (Amount) [Sum of Item a,b,c,d,e,f,g & h] | | | | 0 |
| 2 | Packing & Forwarding Charges (Amount) | MT | 12000 | | 0 |
| 3 | Transit Insurance (Amount) | By BHEL | | | |
| 4 | Any other charges including transportation, unloading/loading, custom clearance if any, etc (Amount) | MT | 12000 | | 0 |
| 5 | Total F.O.R. site price (Sum of amount of sl. nos.1,2 & 4) including all taxes & duties excluding Indian GST or Bangladesh VAT | | | | 0 |

Note:

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| a | For Indian Bidder : Bidder may please note that import for the project in Bangladesh shall be in the name of our Employer / Owner of the Plant / Project and such import other than Office and Household Equipment shall be exempted from payment of Customs Duty, VAT & Supplementary Duty as per SRO-73 Also regulatory duty (RD), Advance trade VAT (ATV) & AIT are exempted / not applicable. Any documentation needed for facilitating the Imports like Bill of Entry, Bill of Lading, Packing List, Certificate of Origin etc will be submitted by the bidder in reasonable time having regard to the time for delivery of the work and the time for completion. |
| b | For Indian Bidder: GST / Concessional GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST/Concessional GST along with Cess (as applicable) in their quoted price. The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work. |
| c | For Indian Bidder: Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be. |
| d | For Bangladesh bidders : Suppliers shall quote price excluding Bangladesh VAT. VAT is separately payable for which the supplier shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax claimed from BHEL. |
| e | For Indian Bidders: Bidder shall quote "Total F.O.R. site price including all taxes & duties excluding GST" in line with provisions as mentioned else where above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard. For Bangladesh bidders : Bidder shall quote their "Total F.O.R. site price including all taxes & duties excluding Bangladesh VAT" in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any. |
| f | New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, by statutory authority during contract period (including extension if the same is not attributable to vendor), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date. |
| g | Discounts offer by the vendor in price shall not be entertained by BHEL. (Ref. Cl. 19. GCC). |
| h | Bidder must quote all the price elements mentioned in price bid. If any element left blank shall be construed as the price is included in Total Cost to BHEL at site excluding all creditable taxes, if applicable (Sl. No.5) |
| i | Bidder must quote all the items otherwise the offer is liable for rejection. Total F.O.R. site price (Sum of amount of sl. nos.1,2 & 4) including all taxes & duties excluding Indian GST or Bangladesh VAT (SI No. 5)" in totality as above shall be taken into account for evaluation. No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders. |
| j | Bidder's quoted rate/price shall remain firm for offer validity period. |
| k | Bidder to mention "QUOTED" or "NOT-QUOTED" in the price/rate column. |
| l | Bidder's quoted rate/price shall remain firm for offer validity period. |

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Part-E) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.

QUOTED
NOT-QUOTED