



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

2x660 MW Maitree Super Thermal Power Project,
Rampal, Bagerhat, Bangladesh

NOTE: TENDER DOCUMENT IS AVAILABLE ON WEBSITE AS DETAILED BELOW. BIDDERS CAN DOWNLOAD FROM WEBSITE AND SUBMIT THEIR OFFER. BIDDERS INTENDING TO PARTICIPATE MAY DOWNLOAD FROM WEBSITE

INTERNATIONAL SEALED OFFERS ARE INVITED FROM **REPUTED & EXPERIENCED BIDDERS (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED)** THROUGH **HARD COPY MODE** / ONLINE for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT. ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUCT THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH.

1.0 Salient Features of NIT:

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHEL:MSTPP:AUX:PUR:20:03 Date: 11/02/2020.	
ii	Broad Scope of job	PACKAGE 10U : PROVIDING AND FIXING OF ACID / ALKALI RESISTANT (CHEMICAL RESISTANT) TILES WITH POTASSIUM SILICATE BEDDING MORTAR ETC COMPLETE CONFORMING TO RELEVANT BS OR EQUIVALENT INTERNATIONAL CODE FOR AUX & BOP BUILDINGS FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH	
iii	Issue of Tender Documents	From BHEL website (www.bhel.com) & CPP PORTAL) Tender documents can be downloaded from website till due date of submission. Start date 11/02/2020.	Applicable
iv	DUE DATE & TIME OF OFFER SUBMISSION	Date: 25/02/2020, Time: 15-00 Hrs BST. Place : BHEL/RAMPAL/BAGERHAT/BANGLADESH (Offer to be submitted through conventional hard copy bid submission)	Applicable
v	OPENING OF TENDER	Techno-commercial offer will be opened on same day (25/02/2020) at 16-00 Hours BST for which bidder may depute representative. Bidders are requested to visit website for viewing Tender Change Notice (TCN) / Corrigendum etc. informing any change before submitting the tender. Bidder may depute representative to witness the opening of tender.	Applicable
vi	EMD AMOUNT	NIL	Not Applicable
vii	COST OF TENDER	NIL	Not Applicable
viii	LAST DATE FOR SEEKING CLARIFICATION	Date: 22/02/2020 Along with soft version also, addressing to undersigned (in email) as per contact address given below	Applicable
ix	SCHEDULE OF Pre Bid Discussion (PBD)	Not Applicable	Not Applicable. (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)

x	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<p><i>IP SHALL BE APPLICABLE .</i> <i>DETAILS OF IEM IS AS UNDER</i></p> <p>NAME : Shri D.R.S Chaudhary, IAS (Retd.) ADDRESS: E-1/164, Arera Colony Bhopal - 462016 (M.P.) EMAIL: dilip.chaudhary@icloud.com & NAME : Mrs. Pravin Tripathi, IA & AS (Retd.) ADDRESS: D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi - 110 068 EMAIL: pravin.tripathi@gmail.com</p>	Applicable
xi	Latest updates	--	Shall be intimated to bidder

2.0 The offer shall be submitted as per the instructions of tender document. Only One set of tender document (**in original, downloaded from website**) signed by authorised company representative of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website(s) for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Best price shall be mentioned in the relevant price schedule only and submitted in separate sealed envelope.** In case of bidders facing any difficulty in downloading the tender from internet website, they should contact BHEL Bangladesh office (DGM, Maitree STPP, Ph No +8801700766664). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

3.0 Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.

4.0 DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:

Offers are invited in two-parts only. Offer to be submitted through conventional hard copy bid submission mode of through online.

BID SUBMISSION:

Offer is to be submitted through hard copy bid conventional or online ; complete set of offer shall be sent to BHEL, PSER, Bangladesh Site Office as per address given below as per following details. In case of voluminous document the tender may be submitted in properly bounded form.

The offers shall be sent in three separate sealed envelopes as under :--

COVER NO	SHALL CONTAIN FOLLOWINGS:
COVER-I (TECHNO-COMMERCIAL BID)	i) Covering letter of offer. ii) Pre-qualifying documents with all credential documents. iii) Demand Draft etc. towards Cost of Tender (if applicable). i) Un-priced price schedule mentioning only 'QUOTED' / 'UNQUOTED' against each item as per tendered format. ii) Duly filled all annexures iii) References of subsequent correspondences, if any iv) Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. v) Copy of Tender change notice (TCN), if applicable. vi) All supporting documents/ Annexures etc. as applicable. vii) NIT pages along with all volumes/parts of the tender (all pages) viii) No deviation certificate in bidders letterhead as per format given. ix) PART-D : General Terms & Conditions of Reverse Auction
COVER-II (PRICE SCHEDULE)	i) Copy of covering letter given in Cover-I ii) Duly filled in Price Schedule (as per tender format).

SPECIAL NOTE:

A) FOR HARD COPY BIDS-Above three separately sealed covers shall together be enclosed in a fourth cover (Cover-IV). All the four sealed covers shall be clearly super scribed with COVER NO. WITH NOMENCLATURE, NAME OF THE JOB, TENDER DOCUMENT NO. AND DUE DATE OF SUBMISSION.

B) Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.

All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

C) Integrity Pact

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Address	Email
1.	Shri D.R.S Chaudhary, IAS (Retd.)	E-1/164, Arera Colony Bhopal - 462016 (M.P.)	dilip.chaudhary@icloud.com
2.	Mrs. Pravin Tripathi, IA & AS (Retd.)	D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068	pravin.tripathi@gmail.com

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-1, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note :

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person:

Name : Tapas Saha / AGM
 Deptt : Maitree STPP
 Address : BHEL Site Office, Maitree STPP
 PO-Kalekharber, Union-Rajnagar, Upajila-Rampal
 Bagerhat-9343, Bangladesh
 Phone : +8801730593242
 Email : tapaskumar.saha@bhel.in

Name : Rajib Nath / DGM
 Deptt : Maitree STPP
 Address : BHEL Site Office, Maitree STPP, PO-Kalekharber,
 Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343,
 Bangladesh
 Phone : 008801700766664
 Email : rajibnath@bhel.in

- 5.0 No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 6.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also, BHEL shall not entertain any correspondence from bidders in this matter.
- 7.0 You are free to visit the site and study the prevailing site conditions including law & order situation etc. before quoting for this tender.
- 8.0 For any clarification on the tender document, you may seek the same in writing as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
- 8.0 BHEL may decide holding Pre-Bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
- 9.0 . In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 10.0 In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc. or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for

clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.

- 11.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 12.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
13. The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
14. While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
15. **Offers satisfying the Pre-Q criteria and Techno Commercial conditions will be sent for Customer's acceptance and will be considered for further processing based on their approval.**
16. Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
17. *Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.*
18. Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
19. *If it is found that L1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).*
20. The Bidder 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.
21. The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
22. The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
23. The bidder may have to produce original document for verification if so decided by BHEL.

24. Suspension of Business dealings with Suppliers/ Contractors: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-A.
25. **Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:-**
- i) Amendments/Clarifications/Corrigenda/Errata/Tender change notice (TCN) etc. issued in respect of the tender documents by BHEL
 - ii) Notice Inviting Tender (NIT)
 - iii) Price Schedule
 - iv) Special Conditions of Contract (SCC) – PART-C
 - v) General Conditions of Contract (GCC) – PART-B

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in website www.bhel.com and CPP Portal <http://eprocure.gov.in>. As such, all the bidders are requested to be in continuous touch with these websites.

Complete offer to be addressed to, DGM/MAITREE STPP, BHARAT HEAVY ELECTRICALS LIMITED, 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, PO-KALEKKHARBER, UNION-RAJNAGAR, UPAJILA-RAMPAL, DIST: BAGERHAT-9343, BANGLADESH, clearly mentioning the Tender No. along with latest due date of offer submission.

BHEL RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF. RESPONSIBILITY OF POSTAL/COURIER DELAY SHALL NOT REST WITH BHEL.

for BHARAT HEAVY ELECTRICALS LTD

DGM/ Maitree STPP

Agency	Contact details	
BHEL, PSER, Maitree STPP Bangladesh	Address	2x660 MW Maitree Super Thermal Power Project, PO-Kalekharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh
	Phone no	+8801730593242, 008801700766664
	E-mail	tapaskumar.saha@bhel.in , rajibnath@bhel.in ,

Enclosures:

01. ANNEXURE-I: Pre qualifying Criteria
02. ANNEXURE-II : No Deviation Certificate
03. ANNEXURE-III: Format for seeking clarification
04. ANNEXURE-A: Suspension of business dealing with Suppliers
05. ANNEXURE-B: Declaration for relation in BHEL
06. Tender documents as per this NIT.

ANNEXURE-I
PRE QUALIFICATION CRITERIA

JOB	PACKAGE 10U : PROVIDING AND FIXING OF ACID / ALKALI RESISTANT (CHEMICAL RESISTANT) TILES WITH POTTASIMUM SILICATE BEDDING MORTAR ETC COMPLETE CONFORMING TO RELEVANT BS OR EQUIVALENT INTERNATIONAL CODE FOR AUX & BOP BUILDINGS FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH
TENDER NO	BHEL:MSTPP:AUX:PUR:20:03

SL NO	CRITERIA
1.0	FINANCIAL CRITERIA
1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF USD.0.10 MILLION OR EQUIVALENT DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2019 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(C).
(b)	BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 31-03-2019 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2019 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
(d)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	TECHNICAL CRITERIA
2.1	BIDDER SHOULD HAVE EXECUTED WORKS OF SUPPLYING AND FIXING ACID/ALKALI RESISTANT (CHEMICAL RESISTANT) TILES IN BUILDING/INDUSTRIAL WORKS DURING THE LAST 7 (SEVEN) YEARS, ENDING ON THE LATEST DATE OF BID SUBMISSION, VALUE OF WHICH SHOULD NOT BE LESS THAN EITHER OF THE FOLLOWING : RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.
A	1 (SINGLE) WORK OF VALUE NOT LESS THAN USD 0.25 MILLION OR EQUIVALENT AMOUNT.
	OR
B	2 (TWO) WORKS OF VALUE NOT LESS THAN USD 0.15 MILLION OR EQUIVALENT AMOUNT.
	OR
C	3 (THREE) WORKS OF VALUE NOT LESS THAN USD 0.12 MILLION OR EQUIVALENT AMOUNT.
2.2	BIDDER SHOULD HAVE EXECUTED WORKS OF SUPPLYING AND FIXING ACID/ALKALI RESISTANT (CHEMICAL RESISTANT) TILES IN BUILDING/INDUSTRIAL WORKS DURING LAST 7 (SEVEN) YEARS, ENDING ON THE LATEST DUE DATE OF SUBMISSION OF OFFER. RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.
3.0	GENERAL
A	CONSORT/CONSORTIUM BIDDING IS NOT ALLOWED.
B	IN CASE THE JOB IS UNDER EXECUTION/ ONGOING JOB, THE VALUE OF EXECUTED PORTION OF THE JOB SHALL BE AT LEAST CORRESPOND TO THE RESPECTIVE VALUES SPECIFIED ABOVE EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
C	THE VENDOR SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED IN THE PRE-QUALIFICATION CRITERIA, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
D	AFTER SATISFACTORY FULFILLMENT OF ALL ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION & PARTICIPATION AS PER NIT & ALL OTHER TERMS OF TENDER, ALONG WITH ACCEPTANCE/ APPROVAL OF BIDDER BY CUSTOMER.

NO DEVIATION CERTIFICATE
(TO BE SUBMITTED IN BIDDER'S LETTERHEAD)

To,
 BHARAT HEAVY ELECTRICALS LIMITED,
 Power Sector - Eastern Region,
 Maitree STPP, Bangladesh

Sub	No Deviation Certificate.	
Job	PACKAGE 10U : PROVIDING AND FIXING OF ACID / ALKALI RESISTANT (CHEMICAL RESISTANT) TILES WITH POTTASIMUM SILICATE BEDDING MORTAR ETC COMPLETE CONFORMING TO RELEVANT BS OR EQUIVALENT INTERNATIONAL CODE FOR AUX & BOP BUILDINGS FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH	
Ref	1.0	TENDER NO. BHEL:MSTPP:AUX:PUR:20:03 Date: 11/02/2020.
	2.0	Other references (if any).

Dear Sir,

With reference to above tender, 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/newspapers 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 NIT *and* we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

It is also confirmed that the price has been quoted in the format received with the enquiry. Our price shall remain firm till the completion supply and erection of full ordered quantity.

Any deviation found subsequently at any time during execution of order shall be treated null and void.

Thanking you,

Yours faithfully,

(Signature of bidder with Seal)

ANNEXURE-III**FORMAT FOR SEEKING CLARIFICATION**

JOB		PACKAGE 10U : PROVIDING AND FIXING OF ACID / ALKALI RESISTANT (CHEMICAL RESISTANT) TILES WITH POTTASIMUM SILICATE BEDDING MORTAR ETC COMPLETE CONFORMING TO RELEVANT BS OR EQUIVALENT INTERNATIONAL CODE FOR AUX & BOP BUILDINGS FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH		
TENDER NO		BHEL:MSTPP:AUX:PUR:20:03 Date: 11/02/2020.		
Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

ANNEXURE-A

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

1.3	<p>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</p> <ul style="list-style-type: none"> i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
1.4	Banning across BHEL shall be imposed in following cases, if
1.4.1	<ul style="list-style-type: none"> i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) "Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL." iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

Note: Above shall be applicable along with **Guidelines for "Suspension of Business dealings with Suppliers/ Contractors"** available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

ANNEXURE-B**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL.

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

PRICE BID

JOB: PACKAGE 10U : PROVIDING AND FIXING OF ACID / ALKALI RESISTANT (CHEMICAL RESISTANT) TILES WITH POTTASIMUM SILICATE BEDDING MORTAR ETC COMPLETE CONFORMING TO RELEVANT BS OR EQUIVALENT INTERNATIONAL CODE FOR AUX & BOP BUILDINGS FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH

S. N.	Description of item	Unit	Quantity	All inclusive F.O.R. destination Unit price excluding Indian GST or Bangladesh VAT (in USD) (in figure)	All inclusive total F.O.R. destination price excluding Indian GST or Bangladesh VAT (in USD) (In figure)	All inclusive total F.O.R. destination price excluding Indian GST or Bangladesh VAT (in USD) in words
1	2	3	4	5	6=5x4	7
	1400 FLOORING AND SKIRTING					
	Flooring and skirting at any level including base layer, labour, material (unless otherwise specified in BOQ/specification), equipments, transportation, handling, curing, polishing etc. at any level as per relevant laws of Bangladesh, relevant BS Standards or Equivalent International standards approved by BIFPCL/BHEL, specification, drawings and as directed by engineer - in - charge.					
1422	Providing & fixing Acid / Alkali resistant (Chemical resistant) tiles confirming to relevant BS or equivalent international code in flooring/Dado and shall be laid over bitumastic lining of min 12mm thick (to be laid in layers of 6mm each). The tiles shall be applied with 6mm thick Potassium Silicate bedding mortar as per relevant BS or equivalent international code and including preparation of surface, application of bitumen primer, curing etc. all complete for following thicknesses. The tiles should be abrasion resistant & durable.					
a	20mm thick	Sqm	3702			
1423	Providing & fixing Acid / Alkali resistant (Chemical resistant) tiles(tiles should be abrasion resistant & durable) in flooring/Dado and shall be laid over bitumastic lining of min 12mm thick (to be laid in layers of 6mm each). The tiles shall be applied with 6mm thick Potassium Silicate bedding mortar and including preparation of surface, application of bitumen					

	primer, curing, pointing joint of bedding 20mm deepx6mm wide with epoxy/Furane morteretc. all complete as per manufacturers guidelines, specifications, drawing, relevant BS or equivalent international standards and and/or as approved by BIFPCL/BHEL for following minimum thicknesses.					
a	20mm thick	Sqm	1065			
b	38mm thick	Sqm	250			
1424	Providing & fixing chemical resistant (AR)(Acid / Alkali) bricks (75mm thick) conforming to relevant BS or equivalent international code in the floor of neutralization pit. Surface on which lining to be applied shall be prepared in accordance with relevant BS or equivalent international code. Bitumen primer as per relevant BS or equivalent international code followed by 18mm thick bituminastic followed by 6mm thick potassium silicate mortar bedding shall be provided before laying AR bricks. The joints between AR bricks shall be filled with resin type of mortar conforming to relevant BS or equivalent international code, seal coat of readymade epoxy paint shall be provided on joints to cover up any porosity that may be left in mortar. End sealing shall be done with bituminastic AR bricks shall be laid with 6mm wide & 50mm deep pointing (epoxy / furnace / CNSL) & acid curing shall be done all complete as per specification.	sqm	300			
A1424	Providing & fixing chemical resistant (AR)(Acid / Alkali) tiles (75mm thick) in the floor of neutralization pit. Surface on which lining to be applied shall be prepared in accordance with relevant BS or equivalent international code. Bitumen primer followed by 18mm thick Bitumenastic followed by 6mm thick potassium silicate mortar bedding shall be provided before laying AR bricks. The joints between AR tiles shall be filled with resin type of mortar, seal coat of readymade epoxy paint shall be provided on joints to cover up any porosity that may be left in					

	mortar. End sealing shall be done with Bitumenastic AR bricks shall be laid with 6mm wide & 50mm deep pointing (epoxy / furnace / CNSL) & acid curing shall be done all complete as per manufacturers guidelines, specifications, drawing, relevant BS or equivalent international standards and and/or as approved by BIFPCL/BHEL.	sqm	400			
B1424	Providing & fixing chemical resistant (AR)(Acid / Alkali) bricks (115 mm thick) in the walls of neutralization pit. Surface on which lining to be applied shall be prepared in accordance with relevant BS or equivalent international standards. Bitumen primer followed by 18mm thick Bitumenastic followed by 6mm thick potassium silicate mortar bedding shall be provided before laying AR bricks. The joints between AR bricks shall be filled with resin type of mortar, seal coat of readymade epoxy paint shall be provided on joints to cover up any porosity that may be left in mortar. End sealing shall be done with Bitumenastic AR bricks shall be laid with 6mm wide & 50mm deep pointing (epoxy / furnace / CNSL) & acid curing shall be done all complete as per manufacturers guidelines, specifications, drawing, relevant BS or equivalent international standards and and/or as approved by BIFPCL/BHEL.	sqm	636			
	GRAND TOTAL					

NOTE:

1. **EVALUATION SHALL BE ON THE GRAND TOTAL AMOUNT EXCLUDING VAT (IN USD.)".**
2. BIDDER'S QUOTED "ALL INCLUSIVE F.O.R. DESTINATION GRAND TOTAL PRICE " SHALL INCLUDE ALL STATUTORY DUTIES, TAXES AND ALL OTHER CHARGES EXCLUDING VAT ON F.O.R. DESTINATION BASIS AT BHEL INCLUDING SUPPLY AND INSTALLATION , PSER's MAITREE STPP BANGLADESH SITE" ON DOOR DELIVERY BASIS AS PER DEFINITION IN GENERAL TERMS & CONDITIONS OF TENDER DOCUMENT.
3. BIDDER SHALL UNDERTAKE TRANSIT INSURANCE, FOR MATERIAL TRANSPORTED AND MADE AVAILABLE AT BHEL'S SITE ON F.O.R. SITE BASIS.
4. BIDDER'S QUOTED RATE/PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD , SUPPLIES & INSTALLATION.
5. WHILE QUOTING, BIDDER SHALL TAKE INTO CONSIDERATION ALL OTHER TERMS AND CONDITIONS SPECIFIED IN THE TENDER DOCUMENT INCLUDING GENERAL CONDITIONS OF CONTRACT (PART - B) AND SPECIAL CONDITIONS OF CONTRACT (PART - C).
6. ANY OTHER DOCUMENT SUBMITTED BY BY BIDDER) IN PRICE BID/SCHEDULE APART FROM TENDERED PRICE BID/SCHEDULE SHALL NOT BE TAKEN INTO COGNIZANCE FOR EVALUATION OF OFFER. ANY MODIFICATION IN PRICE BID/SCHEDULE IN ANY WAY BY BIDDER IS NOT ACCEPTABLE & SHALL BE CONSIDERED AS TAMPERING OF TENDER DOCUMENT.

7. **For Bangladeshi Bidders :** Bidder to take into consideration the provision of Duty Drawback / Export Incentive in Bangladesh, as applicable. As such, while offering the rates, the supplier may take into account the benefit of above provisions, as the cost of input to the supplier will be net of such incentives and adjust their offer price accordingly to make it more competitive. However, effect of any change in the Duty Drawback / Export Incentive Rules shall be mutually decided by bidder & BHEL on the basis of relevant documents.
8. Bidder's quoted rate/price shall remain firm for offer validity period & supplies.
9. BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate/ optional items with respect to item-wise lowest rates (amongst participating bidders), before placement of order.
10. Any other document submitted by bidder in price bid/schedule apart from tendered price bid/schedule shall not be taken into cognizance for evaluation of offer. Any modification in price bid/schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.
11. Bidder shall be provided RFC drawings for supply and installation. Bidder has to prepare BOQ accordingly. Payment shall be made for complete finished item only as per the RFC drawing. No wastage is payable.

SIGNATURE OF THE BIDDER WITH SEAL & DATE

UNPRICED PRICE BID

JOB: PACKAGE 10U : PROVIDING AND FIXING OF ACID / ALKALI RESISTANT (CHEMICAL RESISTANT) TILES WITH POTTASIMUM SILICATE BEDDING MORTAR ETC COMPLETE CONFORMING TO RELEVANT BS OR EQUIVALENT INTERNATIONAL CODE FOR AUX & BOP BUILDINGS FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH

S. N.	Description of item	Unit	Quantity	All inclusive F.O.R. destination Unit price excluding Indian GST or Bangladesh VAT (in USD) (in figure)	All inclusive total F.O.R. destination price excluding Indian GST or Bangladesh VAT (in USD) (In figure)	All inclusive total F.O.R. destination price excluding Indian GST or Bangladesh VAT (in USD) in words
1	2	3	4	5	6=5x4	7
	1400 FLOORING AND SKIRTING					
	Flooring and skirting at any level including base layer, labour, material (unless otherwise specified in BOQ/specification), equipments, transportation, handling, curing, polishing etc. at any level as per relevant laws of Bangladesh, relevant BS Standards or Equivalent International standards approved by BIFPCL/BHEL, specification, drawings and as directed by engineer - in - charge.					
1422	Providing & fixing Acid / Alkali resistant (Chemical resistant) tiles confirming to relevant BS or equivalent international code in flooring/Dado and shall be laid over bitumastic lining of min 12mm thick (to be laid in layers of 6mm each). The tiles shall be applied with 6mm thick Potassium Silicate bedding mortar as per relevant BS or equivalent international code and including preparation of surface, application of bitumen primer, curing etc. all complete for following thicknesses. The tiles should be abrasion resistant & durable.					
a	20mm thick	Sqm	3702			
1423	Providing & fixing Acid / Alkali resistant (Chemical resistant) tiles(tiles should be abrasion resistant & durable) in flooring/Dado and shall be laid over bitumastic lining of min 12mm thick (to be laid in layers of 6mm each). The tiles shall be applied with 6mm thick Potassium Silicate bedding mortar and including preparation of surface, application of bitumen primer,					

	curing, pointing joint of bedding 20mm deepx6mm wide with epoxy/Furane morteretc. all complete as per manufacturers guidelines, specifications, drawing, relevant BS or equivalent international standards and and/or as approved by BIFPCL/BHEL for following minimum thicknesses.					
a	20mm thick	Sqm	1065			
b	38mm thick	Sqm	250			
1424	Providing & fixing chemical resistant (AR)(Acid / Alkali) bricks (75mm thick) conforming to relevant BS or equivalent international code in the floor of neutralization pit. Surface on which lining to be applied shall be prepared in accordance with relevant BS or equivalent international code. Bitumen primer as per relevant BS or equivalent international code followed by 18mm thick bituminastic followed by 6mm thick potassium silicate mortar bedding shall be provided before laying AR bricks. The joints between AR bricks shall be filled with resin type of mortar conforming to relevant BS or equivalent international code, seal coat of readymade epoxy paint shall be provided on joints to cover up any porosity that may be left in mortar. End sealing shall be done with bituminastic AR bricks shall be laid with 6mm wide & 50mm deep pointing (epoxy / furnace / CNSL) & acid curing shall be done all complete as per specification.	sqm	300			
A1424	Providing & fixing chemical resistant (AR)(Acid / Alkali) tiles (75mm thick) in the floor of neutralization pit. Surface on which lining to be applied shall be prepared in accordance with relevant BS or equivalent international code. Bitumen primer followed by 18mm thick Bitumenastic followed by 6mm thick potassium silicate mortar bedding shall be provided before laying AR bricks. The joints between AR tiles shall be filled with resin type of mortar, seal coat of readymade epoxy paint shall be provided on joints to cover up any porosity that may be left in mortar. End sealing shall be done with Bitumenastic AR bricks shall be laid with 6mm wide & 50mm deep pointing (epoxy /					

	furnace / CNSL) & acid curing shall be done all complete as per manufacturers guidelines, specifications, drawing, relevant BS or equivalent international standards and and/or as approved by BIFPCL/BHEL.	sqm	400			
B1424	Providing & fixing chemical resistant (AR)(Acid / Alkali) bricks (115 mm thick) in the walls of neutralization pit. Surface on which lining to be applied shall be prepared in accordance with relevant BS or equivalent international standards. Bitumen primer followed by 18mm thick Bitumenastic followed by 6mm thick potassium silicate mortar bedding shall be provided before laying AR bricks. The joints between AR bricks shall be filled with resin type of mortar, seal coat of readymade epoxy paint shall be provided on joints to cover up any porosity that may be left in mortar. End sealing shall be done with Bitumenastic AR bricks shall be laid with 6mm wide & 50mm deep pointing (epoxy / furnace / CNSL) & acid curing shall be done all complete as per manufacturers guidelines, specifications, drawing, relevant BS or equivalent international standards and and/or as approved by BIFPCL/BHEL.	sqm	636			
	GRAND TOTAL					

NOTE:

- EVALUATION SHALL BE ON THE GRAND TOTAL AMOUNT EXCLUDING VAT (IN USD.)".
- BIDDER'S QUOTED "ALL INCLUSIVE F.O.R. DESTINATION GRAND TOTAL PRICE " SHALL INCLUDE ALL STATUTORY DUTIES, TAXES AND ALL OTHER CHARGES EXCLUDING VAT ON F.O.R. DESTINATION BASIS AT BHEL INCLUDING SUPPLY AND INSTALLATION , PSER's MAITREE STPP BANGLADESH SITE" ON DOOR DELIVERY BASIS AS PER DEFINITION IN GENERAL TERMS & CONDITIONS OF TENDER DOCUMENT.
- BIDDER SHALL UNDERTAKE TRANSIT INSURANCE, FOR MATERIAL TRANSPORTED AND MADE AVAILABLE AT BHEL'S SITE ON F.O.R. SITE BASIS.
- BIDDER'S QUOTED RATE/PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD , SUPPLIES & INSTALLATION.
- WHILE QUOTING, BIDDER SHALL TAKE INTO CONSIDERATION ALL OTHER TERMS AND CONDITIONS SPECIFIED IN THE TENDER DOCUMENT INCLUDING GENERAL CONDITIONS OF CONTRACT (PART - B) AND SPECIAL CONDITIONS OF CONTRACT (PART - C).
- ANY OTHER DOCUMENT SUBMITTED BY BY BIDDER) IN PRICE BID/SCHEDULE APART FROM TENDERED PRICE BID/SCHEDULE SHALL NOT BE TAKEN INTO COGNIZANCE FOR EVALUATION OF OFFER. ANY MODIFICATION IN PRICE BID/SCHEDULE IN ANY WAY BY BIDDER IS NOT ACCEPTABLE & SHALL BE CONSIDERED AS TAMPERING OF TENDER DOCUMENT.
- For Bangladeshi Bidders :** Bidder to take into consideration the provision of Duty Drawback / Export Incentive in Bangladesh, as applicable. As such, while offering the rates, the supplier may take into account the benefit of above provisions, as the cost of input to the supplier will be net of such incentives and adjust their offer price accordingly to make it more competitive. However, effect of any change in the Duty Drawback / Export Incentive Rules shall be mutually decided by bidder & BHEL on the basis of of relevant documents.

8. Bidder's quoted rate/price shall remain firm for offer validity period & supplies.
9. BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate/ optional items with respect to item-wise lowest rates (amongst participating bidders), before placement of order.
10. Any other document submitted by by bidder) in price bid/schedule apart from tendered price bid/schedule shall not be taken into cognizance for evaluation of offer. Any modification in price bid/schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.
11. Bidder shall be provided RFC drawings for supply and installation. Bidder has to prepare BOQ accordingly. Payment shall be made for complete finished item only as per the RFC drawing. No wastage is payable.

SIGNATURE OF THE BIDDER WITH SEAL & DATE

FORMAT FOR DETAILS OF BIDDER

NAME OF BIDDER	
FAX NO.	
Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Mobile*	

RTGS FORMAT**Form for getting payment through RTGS (Real Time Gross Settlement)**

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH
DATE & SEAL

CONFIRMATION BY BANKER WITH
OFFICE SEAL

Note : Incorrect information will create accounting complications and payment will be delayed.

SL. NO.	BHEL STANDARD TERMS
1	<p>Our requirement is for supply and fixing at 2 x 660 MW Maitree STPP, Rampal, Bagerhat, Bangladesh ON F.O.R SITE BASIS INCLUDING INSTALLATION.</p> <p>The quantity variation is +/- 30% of the BOQ mentioned in the price bid.</p> <p>Offers are invited to submit in two-parts.</p> <p>The Technical -Cum-Commercial offer will be opened first, discussed, finalized and then only the price bid of technically acceptable offers will be opened.</p> <p>If the vendor submits offer i.e. Technical & Price bid together in single attachment, the offer shall be liable for rejection. Price should be submitted as per tender format only.</p>
2	Any vendor sought to quote through their agents/partners, may kindly be note that the same is not allowed. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened".
3	<p>BHEL keeps its right to reject / load any offer, which is having deviations to BHEL Specifications, Standard Terms & Conditions.</p> <p>All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained.</p> <p>In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.</p>
4	Tender shall be strictly in accordance with the tender specifications.
5	Supply for the entire ordered quantity shall have to be made at the ordered rate, as per tentative Delivery schedule mentioned at Cl. No. 11 of GCC, subject to MDCC within the tentative delivery schedule.
6	No revision in rate shall be entertained after opening of the tenders.
7	The purchaser shall be under no obligation to accept the lowest or any other tender and shall reserve the right to accept or reject any tender in part or full without assigning any reason, whatsoever.
8	Rate shall be quoted in the price schedule format.
9	<p><u>TRANSIT INSURANCE:</u></p> <p>Transit insurance from supplier's works / go-down to BHEL site stores shall be arranged by the Bidder. Any transit loss if any would be borne by supplier without any additional cost.</p>
11	<p><u>DELIVERY:</u></p> <p>Tentative delivery completion including installation at site is Ten months from the date of Purchase Order. Delivery shall be as per MDCC. Total required Quantity is as per Quantity mentioned in the BOQ of Price Bid. The variation in the Total Quantity is ± 30%.</p>
12	Bidder shall be responsible to expedite the movement of consignment after same leaves their premises after loading.

SL. NO.	BHEL STANDARD TERMS
---------	---------------------

13	<p>TERMS OF PAYMENT:</p> <p>A) FOR INDIAN SUPPLIERS :</p> <p>A1) 60% of each item in the BOQ "All inclusive total F.O.R. site price excluding GST as applicable, would be released after receipt of material at site and on submission of following documents :-</p> <ol style="list-style-type: none"> GST compliant Invoice (1 original plus 2 copies) -- Tax Invoice. Packing List LR / Bill of Lading in India & Bangladesh as applicable Proof of GST Registration Commercial Invoice Certificate of origin as applicable Shipping bill as applicable Insurance declaration Store Receipt Voucher Material Dispatch Clearance Certificate i.e. MDCC Guarantee Certificate The documents are to be submitted mentioning CONSIGNEE as BIFPCL & A/c. as BHEL. <p>A2) 30% of each item in the BOQ would be released on submission of following documents:-</p> <ol style="list-style-type: none"> Invoice in triplicate along with Delivery Challan Copy of Store Receipt Voucher Copy of Material Dispatch Clearance Certificate i.e. MDCC Copy of manufacturer's test result as accepted by BHEL/BIFPCL. Detail certified measurement of fixing at site <p>B FOR BANGLADESH SUPPLIERS :</p> <p>B1) 60% of each item in the BOQ "All inclusive total F.O.R. site price excluding VAT" , would be released after receipt of material at site and on submission of following documents:-</p> <ol style="list-style-type: none"> VAT compliant Invoice (1 original plus 2 copies) -- Tax Invoice. Packing List LR in Bangladesh Self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) Proof of VAT Registration Insurance declaration Store Receipt Voucher Material Dispatch Clearance Certificate i.e. MDCC Guarantee Certificate The documents are to be submitted mentioning CONSIGNEE as BIFPCL & A/C. AS BHEL. <p>B2) 30% of each item in the BOQ would be released on submission of following documents:-</p> <ol style="list-style-type: none"> Invoice in triplicate along with Delivery Challan Copy of Store Receipt Voucher Copy of Material Dispatch Clearance Certificate i.e. MDCC Copy of manufacturer's test result in original accepted by BHEL/site. Detail certified measurement of fixing at site <p>Out of above 30%, 1.5 % of gross bill amount shall be paid in the following manner on certification by BHEL engineer after compliance of each of following activity in each month. In case of non-fulfilment of respective activity by contractor in each month, no payment shall be made by BHEL against corresponding activity and no claim of bidder at a later date, whatsoever, in this regard shall be entertained by BHEL.</p> <p>0.7 % shall be paid on compliance of housekeeping of contractor's working area and store/ office areas.</p> <p>0.3 % shall be paid on compliance of general illumination of contractor's working area and stores, office area.</p> <p>0.2 % shall be paid on compliance of applicable OHSAS requirement as per guidelines of BHEL/ PSER and as specified in the tender.</p> <p>0.3 % shall be paid on compliance of applicable safety requirement as per guidelines of BHEL/ PSER and as specified in the tender.</p> <p>C) 5% of each item in the BOQ shall be paid against PAC (Preliminary Acceptance Certificate) with the final Bill to be issued by BHEL/BIFPCL.</p> <p>D)Balance 5% of each item shall be paid against FAC (Final Acceptance Certificate) to be issued by BHEL / BIFPCL after completion of warranty period. However, if desired by vendor, this 5% may be released by BHEL against submission of equivalent amount bank guarantee as per Performance Bank Guarantee format, to be kept valid till warranty period, subject to the followings:</p> <p>E)Payment will be released within 30 days from the date of receipt of complete invoice along with all necessary documents including Engineering Certificate.</p> <p>F)Paying Authority: RAO, BHEL Site Office, 2X660 MW MSTPP,RAMPAL,BAGERHAT,BANGLADESH</p> <p>G) No advance shall be paid. Payment shall be made on the basis of actual material installed at site as per RFC drawing</p>
14.0	TAXES & DUTIES, ETC.

14.1	The Supplier shall submit copy of VAT registration Certificate (Musak-8), TIN Certificate, Trade License to the BHEL site office immediately after receiving the Order but before raising the first Tax Invoice against this tender.
14.2	<p>The subject job shall be for supply of acid/alkali resistant (chemical resistant) Cement Supply. Bidder to note that the Consignee in this case will be owner of the Project i.e. BIFPCL (Bangladesh India Friendship Power Company Pvt. Ltd) and VAT (if & as applicable) to be deposited in BIFPCL VAT A/c code 1-1133--0001-0311.</p> <p>Also BIN No. 000305686 of BIFPCL (Bangladesh India Friendship Power Company Pvt. Ltd) to be exclusively used while supplying the material.</p> <p>The supplier shall raise Tax Invoice (Challan Patra) as per Rule 16(1) Musak-11) of the Value Added Tax Rules, 1991 as explained below.</p> <p>Supplier shall note that the Tax Invoice complying with Rule 16(1) of the Value Added Tax Rules ,1991 must contain the 'Bill to' & 'Consignee' Details as below:-</p> <p>Bill To BHEL, Bangladesh VAT Regn. No. 00761853 Bharat Heavy Electricals Limited Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project, Moidara Village, Rampal Upazila, Bagerhat District, Bangladesh</p> <p>Consignee :- Consignee Address VAT Regn. No. /BIN - 000305686 Managing Director Bangladesh-India Friendship Power Company (Pvt) Ltd Level-17, Borak Unique Height 117, Kazi Nazrul Islam Avenue , Eskaton Garden Dhaka-1217, Bangladesh</p> <p>Delivery Address Site in Charge 2 x 660 MW Maitree Super Thermal Power Project. PO –Kalekharber. Union – Rajnagar. Upazila- Rampal. Dist -Bagerhat -9343, Bangladesh Contact No. +8801730593242.</p>
SL. NO.	BHEL STANDARD TERMS
14.3	<p>Bidders shall quote price inclusive of all taxes & duties but excluding Bangladesh VAT.</p> <p>Bidder to use their due diligence while quoting taking into account the tax exemption/credit if any available for the said tender as per Rules applicable in Bangladesh in view of mode of payment etc. Bidders to please note that the payment mode of said tender is USD.</p> <p>Bidder shall submit self certified copy of the treasury challan and/or self attested copy of the Current Account (Mushak-18) along with Tax Invoice as an evidence of payment of output tax claimed from BHEL.</p>
14.4	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.
14.5	VAT is not separately payable. However , if applicable 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 paid.
14.6	Value Added Tax Deduction at Source:
	BHEL will not deduct any VDS from Bidder's Gross Bill, if the bidder is a manufacturer and the Bidder deposits all the necessary applicable documents viz Tax Invoice (Mushak-11), Deposit Challans /Current Account copy etc.
14.7	INCOME TAX DEDUCTION AT SOURCE:
14.7.1	<p>Bidder should have valid 12-digit TIN number in Bangladesh prior to start of work.</p> <p>Advance Income Tax (AIT) under the Income Tax Ordinance,1984(and rules made thereunder) shall be deducted at prevailing rates on Gross Income value from the bills unless Exemption Certificate from the appropriate authority/ authorities is/ are furnished under Income Tax Laws of Bangladesh.</p>
14.7.2	Bangladesh Income Tax (AIT) shall be deducted, if applicable.
14.8	The Bidder shall carry out their own tax diligence to get acquainted with the relevant rules and regulations of Bangladesh pertaining to the subject job.

14.9	Except otherwise mentioned above bidder shall quote their rates/ price inclusive of all taxes, duties, cess, any State or Central Levy, social security contribution and other Taxes in or outside Bangladesh (but excluding Bangladesh VAT) in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard.
14.10	The bidder is responsible for compliance of all relevant Tax Laws of Bangladesh and all other related places outside Bangladesh in connection with this contract and BHEL will not bear any such liability.
14.11	New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, as applicable, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be reimbursed by BHEL at actual on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
14.12	Bidder to take into consideration the provision of Duty Drawback / Export Incentive in Bangladesh, as applicable. As such, while offering the rates, the supplier may take into account the benefit of above provisions, as the cost of input to the supplier will be net of such incentives and adjust their offer price accordingly to make it more competitive. However, effect of any change in the Duty Drawback / Export Incentive Rules shall be mutually decided by bidder & BHEL on the basis of relevant documents. The required duty exemption as per local law is applicable for the project for which required documents in the prescribed format is to be submitted. The Consignee shall be as BIFPCL & A/C. AS BHEL
15	The purchaser also reserves the right to place a repeat order for additional quantity, at the same rate.
16	<u>INSPECTION TESTING AT SUPPLIERS WORKS:</u> BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the vendor. BHEL will reserve the right to inspect/test the material during/after manufacturing at supplier's works, and/or at BHEL Site. In case of rejection at any stage, supplier shall be liable to replace at his own cost. No material shall be dispatched by supplier until and unless Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site. Each consignment will be accompanied by MDCC.
17	<u>REJECTION:</u> In case any material is found defective or unsuitable at our works/Site after supply, the same shall be subjected to test by third party and the result of the third party test shall be acceptable and binding to the vendor. In case the test results show that the material does not conform to the standards specified, the whole lot shall be rejected, taken back by the vendor and replaced by the acceptable material at vendor's cost.

SL. NO.	BHEL STANDARD TERMS
18	<u>RIGHTS OF BHEL:</u> (A) To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer. (B) To terminate the contract or withdraw portion of work/supply and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases: i) Contractor/Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/supplier including unexecuted portion of work/supply does not appear to be executable within balance available (#) period considering its performance of execution. ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. iii) Non-completion of work/Non-supply by the Contractor / Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/supplier. iv) Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier. v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL. vi) Non-compliance to any contractual condition or any other default attributable to Contractor/Supplier.

	<p>(#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.</p> <p>(C) Risk & Cost Amount against Balance Work: Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/Supply (*) as per rates of new contract B= Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). (*) Balance scope of work / supply (in case of termination of contract): Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount. (D) LD against delay in executed work / supply in case of Termination of Contract: LD against delay in executed work / supply shall be calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor / supplier. For this purpose, contract value shall be taken as Executed Value of work / supply for the purpose of limiting the maximum LD value. Method for calculation of "LD against delay in executed work / supply" is given below.</p> <p>i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier = T1 ii) Let the value of executed work / supply till the time of termination of contract = X iii) Let the Total Executable Value of work / supply for which inputs/fronTS were made available to contractor / supplier and were planned for execution till termination of contract = Y iv) Delay in executed work / supply attributable to contractor/supplier i.e. T2=[1-(X/Y)] x T1 v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as period of delay attributable to contractor/ supplier.</p> <p>(E) Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor Following sequence shall be applicable for recoveries from contractor / supplier on whom risk & cost has been invoked, after informing the contractor / supplier of the total proposed recovery: a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract. b) Demand notice for deposit of balance recovery amount shall be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above. c) If contractor / supplier fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery: i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery. ii) If recovery cannot be made out of dues payable to the contractor / supplier as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor / supplier. iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.</p>
19	<p><u>GUARANTEE:</u> The material shall be guaranteed for a period of twelve months from the date of completion of the work at Site against any manufacturing defects. If any discrepancy noticed during testing, the material will have to be replaced to Site free of cost. However, test results and successful completion as certified by</p>

	the BHEL / BIFPCL Engineer shall be final and binding on the vendor. Removal of defective material from our Site shall be arranged by vendor at their own cost failing which BHEL shall arrange disposal at the risk & cost of bidder and subsequent replacement with a fresh acceptable material without jeopardizing project schedule and without any additional cost implication.
20	<u>TERMINATION OF CONTRACT:</u> If at any time during the currency of the order, BHEL comes to conclusion that the tenderer is not discharging his obligations according to the terms of this contract, then BHEL will be at liberty to terminate the contract after giving 07 day's notice by Regd. A.D. post and the tenderer shall comply with the requirement of such notice.
21	<u>PACKING:</u> The material should be delivered in covered boxe. However the payment shall be made as per the certification of the measurement.
22	<u>LIQUIDATED DAMAGE (LD):</u> It is to be clearly understood among the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. If the party fails to deliver the stores or any part thereof within the period fixed for delivering the quantity of materials for which Material dispatch clearance certificate has been issued by BHEL/Site, purchaser may without any prejudice to the right of the bidder, make liable to an LD of ½% (half percent) per week of the delay subject to a maximum of 10% (Ten percent) of total order value.
23	The sealed tenders super scribing tender number and due date should be addressed to DGM/MAITREE STPP, BHARAT HEAVY ELECTRICALS LIMITED, 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, PO-KALEKKHARBER, UNION-RAJNAGAR, UPAJILA-RAMPAL, DIST: BAGERHAT-9343, BANGLADESH
24	The quotation should be valid at least for a period of 06 (Six) months from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.

SL. NO.	BHEL STANDARD TERMS
25	<u>ARBITRATION & CONCILIATION</u>
25.1	<u>ARBITRATION:</u>
25.1.1	<p>Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 25.1.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.</p> <p>The Arbitrator shall pass a reasoned award.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 2.14.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.</p>
25.1.2	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.
25.1.3	The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.
25.1.4	Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.
25.2	<u>CONCILIATION</u>
	<p>If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 : "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com). The Procedure 2.3: "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com) together with its Formats (as available in www.bhel.com) will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.</p> <p>The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 : "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com) from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 : "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com) with effect from the date as intimated by BHEL to it.</p>

SL. NO.	BHEL STANDARD TERMS
25.3	NO INTEREST PAYABLE TO CONTRACTOR: Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.
26	ISSUE OF NOTICE: Service of notice on contractor Any notice to be given to the contractor under the terms of the contract shall be served by sending the same by Registered Post / Speed Post to or leaving the same at the contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice. Service of notice on BHEL Any notice to be given to BHEL in-charge/region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Contractor.
27	JURISDICTION: All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.
28	FORCE MAJURE: This order shall be subject to Force Majeure clause defined as under: The Force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the Contract such as: SRCC, Earthquake, Flood, Acts of God, Acts of any Government, domestic or foreign including but not limited to war. The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderers' performance of his obligation has been delayed for other causes.
29	CORRESPONDENCE: Tender should be addressed to :- DGM / MAITREE STPP, BHARAT HEAVY ELECTRICALS LIMITED, 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, PO-KALEKKHARBER, UNION-RAJNAGAR, UPAJILA-RAMPAL, DIST: BAGERTHAT-9343, BANGLADESH
30	"FOR DESTINATION 2X660 MW MAITREE SUPER THERMAL POWER PROJECT RAMPAL, BAGERTHAT, BANGLADESH" ON DOOR DELIVERY BASIS "means the bidder shall transport the Material and make the Material/Consignment available at BHEL store at 2X660 MW MAITREE SUPER THERMAL POWER PROJECT RAMPAL, BAGERTHAT, BANGLADESH
	LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS
(i)	LD Clause: Non acceptance of LD clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of LD clause. Ex: If the supplier has accepted for maximum 5% LD clause, then balance 5% will be loaded.
(ii)	For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.
(iii)	Note: The offers not complying the above Terms & Conditions will not be accepted.

Note:

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.
02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.

PART-C SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0	SITE DETAILS: 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, BHARAT HEAVY ELECTRICALS LIMITED, PO-KALEKKHARBER, UNION-RAJNAGAR, UPAJILA-RAMPAL, DIST: BAGERHAT-9343, BANGLADESH Managing Director Bangladesh-India Friendship Power Company (Pvt) Ltd A/c : Bharat Heavy Electricals Limited. Level-17, Borak Unique Height 117, Kazi Nazrul Islam Avenue , Eskaton Garden Dhaka-1217, Bangladesh Owner: Bangladesh-India Friendship Power Company (Pvt) Ltd (BIFPCL) The nearest town Khulna is at a distance of 23 km from project site. The site is Connected by road from Mangla- Khulna Highway. Nearest Domestic airport is Jessor, Bangladesh at a distance of about 93 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh
2.0	THE CONSIGNEE DETAILS SHALL BE AS FOLLOWS: Consignee Address VAT Regn. No. /BIN - 000305686 Managing Director Bangladesh-India Friendship Power Company (Pvt) Ltd A/c : Bharat Heavy Electricals Limited. Level-17, Borak Unique Height 117, Kazi Nazrul Islam Avenue , Eskaton Garden Dhaka-1217, Bangladesh
3.0	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC) MDCC for dispatch of required quantity of cement shall be provided by BHEL Maitree STPP site. The material to be dispatched only after getting clearance from BHEL office.
3.1	Big concrete pours require firm availability of cement. As cement is supplied through Bulklers, dedicated Bulklers to be arranged and additional Bulklers must be provided in case of Big pours which will be indicated in advance.
3.2	Due to any reason in case Major Pours get delayed, the same will be informed and dispatches has to be regulated suiting the changes.
4.0	Bidder shall arrange waybill as required at their own cost for supply of cement to site.
5.0	BHEL shall undertake transit insurance.
6.0	QUANTITY VARIATION Quantity variation shall be limited to $\pm 30\%$.
7.0	INVOICE The successful bidder shall submit original VAT complaint tax invoice to BHEL.
8.0	The unloading of the tiles will be done by the Bidder at site within a reasonable time.
9.0	Site test of tiles shall be conducted as per BHEL/CUSTOMER's field quality plan. BHEL reserves the right to conduct necessary test at vendor's works, if required.
10.0	The representative of the vendor should be available at Maitree STPP Site whenever required as per BHEL site requirement to provide single window expeditious service and quality checks as per relevant BS or equivalent International Code.
11.0	BHEL reserve the right to cancel the order in case of delay in delivery of tiles by vendor and failure to comply with quality requirements. BHEL also reserves the right to place the order on other bidders who has taken part in this tender, subject to his compliance of procedures of BHEL in terms of price.
12.0	Guarantee / Warranty certificate to be furnished by the successful bidder.
13.0	Quality of tiles is associated with shelf life. Shelf life of supplied tiles should not exceed the limit as per applicable Specification taking into consideration the date of manufacturing, transit time. Bidder should ensure supply accordingly.
14.0	The Bidder has to arrange their own labour accommodation at site for which necessary space at labour colony shall be allocated. You can arrange accommodation on hire basis for an initial period of one month within the labour colony premises till your own colony get ready. The necessary power on chargable basis may be arranged by BHEL / the Bidder may arrange his own DG Set for power.

Tender Ref. No. BHEL/MSTPP/ROX/1 CR/20.00 Date: 17/02/2020.

15	The vendor shall be provided RFC drawing for supply and erection works at site. Vendor has to prepare BOQ accordingly. Payment shall be made for complete finished item as per drawing. No wastage is payable.																											
16.	The finished product shall be guaranteed for a period of 12 months from the date of handing over of the work at site.																											
17.	All Test Certificates shall be furnished. However confirmatory test may also be conducted at Bangladesh University, the cost of which shall be borne by the Bidder.																											
18.	If the materials are to be imported, packing should be such that edges are not broken. Multiple handling is envisaged and hence care has to be taken. Damaged items shall be rejected without any additional cost to BHEL.																											
19.	The required skilled manpower to execute the work at site is to be deployed. The work is to be continued round the clock at site including night shift work. The quoted rate is all inclusive of mobilization , demobilization , work on holidays or Fridays. No separate payment is payable for any account.																											
20.	STORAGE OF MATWERIAL : The unloading of material at site shall be the bidder's scope. The required watch and ward services shall be the responsibility of the Bidder till the work after installation at required structures are completed and succesfully handed over. The payment shall be made on the finished work based on certified measurement of BHEL Engineer. Hence any loss of damage of material shall not be accounted for payment by BHEL. The area is to be cleaned and handed over free from any structures or materials after completion of the work.																											
21	HSE PROCEDURES AT MSTPP SITE : The Bidder has to abide by all the safety measures required at site as per MSTPP HSE manual. Safety Supervisor has to be deployed at site for the safe supervision of work at site.																											
22.0	TIME SCHEDULE/ COMPLETION PERIOD																											
22.1	<p>The entire work under the scope of work shall be successfully completed in all respect within 10 (Ten) months from date of start of work, as certified by Construction Manager, BHEL.</p> <p>Mobilization at site shall be done within 30 days from date of written intimation from BHEL to start fixing work. The exact date of start of work shall be reckoned based on certificate of Construction Manager, BHEL.</p> <p>The supply shall be in line with the construction schedule provided in the Tender.</p> <table><tr><th>Sl no.</th><th>Major Milestone for completion of flooring works</th><th>Months from date of start of work</th></tr><tr><td></td><td>BOP BUILDINGS/STRUCTURE</td><td></td></tr><tr><td>1</td><td>CHEMICAL HOUSE BUILDING</td><td>3</td></tr><tr><td>2</td><td>RODM CONTROL BUILDING</td><td>2</td></tr><tr><td>3</td><td>REMINERALIZATION BUILDING</td><td>3</td></tr><tr><td>4</td><td>MB SHED</td><td>2</td></tr><tr><td>5</td><td>CHEMICAL SHED</td><td>2</td></tr><tr><td>6</td><td>RO NEUTRALIZATION PIT</td><td>2</td></tr><tr><td>7</td><td>BULK CHEMICAL STORAGE BUILDING</td><td>5</td></tr></table>	Sl no.	Major Milestone for completion of flooring works	Months from date of start of work		BOP BUILDINGS/STRUCTURE		1	CHEMICAL HOUSE BUILDING	3	2	RODM CONTROL BUILDING	2	3	REMINERALIZATION BUILDING	3	4	MB SHED	2	5	CHEMICAL SHED	2	6	RO NEUTRALIZATION PIT	2	7	BULK CHEMICAL STORAGE BUILDING	5
Sl no.	Major Milestone for completion of flooring works	Months from date of start of work																										
	BOP BUILDINGS/STRUCTURE																											
1	CHEMICAL HOUSE BUILDING	3																										
2	RODM CONTROL BUILDING	2																										
3	REMINERALIZATION BUILDING	3																										
4	MB SHED	2																										
5	CHEMICAL SHED	2																										
6	RO NEUTRALIZATION PIT	2																										
7	BULK CHEMICAL STORAGE BUILDING	5																										

8	CPU REGENERATION BUILDING	5
9	CPU NEUTRALIZATION PIT	4
10	SWITCHYARD CONTROL BUILDING	2
11	CT SWITCH GEAR BUILDING	3
12	CW ELECT ANNEX BUILDING	3
13	DESALINATED WATER PUMP HOUSE BUILDING	4
14	FUEL OIL PUMP HOUSE BUILDING	4
15	CW CHLORINATION BUILDING	7
16	RW CHLORINATION BUILDING	6
17	CW TREATMENT BUILDING	7
18	ETP/STP	7
19	COMPLETION OF ALL BALANCE AREAS / BUILDINGS FLOORING AS MENTIONED IN SCOPE OF WORK	10
20	COMPLETION OF MISC WORK AND HANDING OVER TO BHEL/BIFPCL	10

NOTE: (1) The above milestones have been prepared in line with L2 schedule of BHEL & BIFPCL. Contractor shall also responsible to complete the flooring in their scope of contract within schedule time frame as prescribed/finalized by BHEL/BIFPCL.

The purpose of the schedule is timely commencement of work in identified critical areas and completion of the is as per time duration specified in the contract document as above. If for any reasons, the successful vendor fails to progress satisfactorily or the priorities of the structures changes or BHEL feels that a particular structure cannot be completed in line with the project requirement/schedule, in such cases BHEL reserves the right to exclude part or full scope of those critical/priorities structures from the vendor's scope of work and decision of BHEL shall be final and binding to the Vendor. However, BHEL shall ensure minimum 50% of the contract value to be executed within the provision of the contract.

(2) Minimum 15Nos Civil workmen at site is to be mobilized at site initially which shall increase subsequently phase wise based on monthly L-3 / L-4 schedule of programme.

Special Notes:

- The following welfare measures, in addition to those covered above, are to be taken at the site :
 - Adequate Drinking Water
 - Adequate no of toilets and washing area
 - Canteen
 - Rest Shed
 - Hygienic Accommodation (Labour Colony) and allied facilities
- Water sprinkling arrangement for suppression of dust to be made
- It must be ensured that no contaminated water including those discharged from Toilets, Canteen, Office and Labour Colony shall be discharged to under-ground water table and river water
- AS THIS SITE IS LOACTED IN A CYCLONE-PRONE AREA, ALL BUILDINGS AND SHED MUST BE CONSTRUCTED STRONG ENOUGH TO WITHSTAND ADVERSE WEATHER CONDITION
- FURTHER TO POINT # 5, MASS EVACUATION OF PEOPLE FROM SITE MAY BE CALLED FOR, IF ADVISED SO, BY GOVT AGENCIES. AS IT WILL BE EXTREMELY DIFFICULT TO FIND A REST SHELTER FOR A FEW THOUSAND PEOPLE, IT IS FURTHER EMPHASISED THAT ACCOMMODATION MUST BE STRONG ENOUGH TO SURVIVE SUCH EXTREME WEATHER CONDITION.

6. BHEL shall provide drawing for labour accommodation and contractor shall construct the same in line to BHEL drawing with contractor's own contribution/expenses.
7. It is assumed that First aider will be sitting in a porta-cabin.
8. The initial shelter in labour colony for one month till Vendor is able to construct their own labour accommodation may be available in the existing colony on rental basis , based on availability in the existing labour colony.

ANNEXURE-T (TAXES, DUTIES ETC)

14A.0	Indian GST: (For Indian Suppliers)
14A.1	The supply under this Tender shall be physical exports from India and as such, there shall not be any Indian GST on such transaction. All taxes, Charges, Royalties, any State or Central Levy and other taxes in India for materials if any obtained for the work and for execution of the contract shall be borne by successful supplier and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful supplier contractor. Supplier's quoted/ accepted rates/ price shall be inclusive of all such requirements.
14A.2	BHEL Project office in Dhaka shall facilitate the Indian suppliers/ his C&F agent in Bangladesh to obtain Import Permit (IP) as per the extant Laws in Bangladesh from the Office of Chief Controller of Imports and Exports (CCI&E). The cost and fees for obtaining such Import Permit (IP) shall be on bidder's account. The payment to the Indian suppliers shall be made from India in INR.
14A.3	The supplier shall also issue suitable instruction to their C&F agent to comply with relevant conditions for compliance of Notification as issued by the tax authorities from time to time.
14A.4	Since GST on output will be paid (as may be applicable) by BHEL separately as enumerated above, supplier's quoted rates/ price should be after considering the Input Credit under GST law at supplier's end.
14A.5	Way Bill: Successful supplier to arrange for waybill/ e-waybill for any transfer of goods for the execution of the contract. Successful supplier has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ successful supplier, if required, shall arrange Way Bill, and BHEL will not supply any Road Permit/ Way Bill for this purpose.
14A.6	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
14A.7	Benefits and/ or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
14B.0	Import in Bangladesh: (Applicable for Indian Supplier)
14B.1	Supplier may please note that import for the project shall be in the name of our Employer / Owner of the Plant / Project and such import other than Office and Household Equipment shall be exempted from payment of Customs Duty, VAT & Supplementary Duty as per S.R.O-73 dtd. 19-03-1997 read with Special Order No. 373 /655 dtd.13-12-2018 . Regulatory Duty (RD), Advance Trade VAT (ATV) & AIT are exempted / not applicable. Further, any documentation needed for facilitating the Imports like Bill of Entry, Bill of Lading, Packing List, Certificate of Origin etc. will be submitted by the supplier in reasonable time having regard to the time for delivery of the work and the time for completion. Documents required for import clearance at Bangladesh Customs shall be provided/ arranged by BHEL from Customer based on supplier's documents as above.
14B.2	The supplier shall raise consolidated invoice covering all the charges including ocean freight and any other charges. The currency of this Invoice shall be USD. The charges on account of Ocean Freight and / or any other charges shall include all taxes, duties, charges, Cess or any other taxes incurred in connection with performance of the supply of goods at project site in Bangladesh.
14B.3	However, if any of the taxes as mentioned above are paid by the supplier as per the extant law in force in Bangladesh, the same shall be reimbursed at actuals subject to production of documentary evidence in support of such payment. However, the supplier shall obtain prior approval of BHEL before deposition of such taxes.
14B.4	The supplier should correctly and accurately classify all the materials, supplies, equipment, tools and other articles to be shipped under the subject purchase order as per the Harmonized Commodity Description and Coding System. The supplier may refer the website of Bangladesh Customs Authority in this regard (http://www.bangladeshcustoms.gov.bd/trade_info/operating_center).
14B.5	The Supplier shall promptly unload the materials, supplies, equipment, tools and other articles.
14B.6	The supplier shall be responsible for import of all permanent imported items including freight forwarding, custom clearance on both side at India & Bangladesh, port handling, port charges and C&F commission & their offer Price should consider Demurrage, Landing fee and Additional Border Charges, and various other charges / fees imposed by the Customs Authority, Port Authority or any other authority. No extra payment shall be paid by BHEL in this regard. The price shall be F.O.R. Site as such and shall be inclusive of all such requirement.
14B.7	Any Taxes for exporting material from source country & as applicable in the source country shall be on supplier's account. However, supplier to take into consideration Duty Free Export Provisions in source country, as applicable, including that in GST in case of exports from India. As such, while offering the rates, the supplier may take into account the benefit of above provisions, as the cost of input to the supplier will be net of such taxes and adjust their offer price accordingly to make it more competitive. In case of supply from India Supplier to take into consideration applicable, Zero Rated Export Provisions under GST Law.

BRIEF DESCRIPTION OF STRUCTURES (ACID / ALKALI RESISTANT TILES)				
Sl No	Area	Apprx Qnty (SQM)	Duration (in Months) for Completion from the date of availability of work front	Projected / planned availability of work front
1	CHEMICAL HOUSE BUILDING	1150	2 Month	May'20
2	RODM CONTROL BUILDING	65	1 Month	April'20
3	REMINERALIZATION BUILDING	80		May'20
4	MB SHED	100	1.5 Month	Mar'20
5	CHEMICAL SHED	510		
6	RO NEUTRALIZATION PIT	700	1.5 Month	Available
7	BULK CHEMICAL STORAGE BUILDING	750	1.5 Month	July'20
8	CPU REGEN BUILDING	765	1.5 Month	July'20
9	CPU NEUTRALIZATION PIT	692	1.5 Month	Jun'20
10	SWITCHYARD CONTROL BUILDING	450	1 Month	April'20
11	CT SWITCH GEAR BUILDING	150	1 Month	May'20
12	CW ELECT ANNEXE BUILDING	25	1 Month	
13	DESALINATED WATER PUMP HOUSE BUILDING	75	1 Month	Jun'20
14	FUEL OIL PUMP HOUSE BUILDING	85	1 Month	
15	CW Chlorination Building	86	1 Month	Sept'20
16	RW Chlorination Building	90	1 Month	Aug'20
17	CW Treatment Building	330	1.5 Month	Sept'20
18	ETP / STP	250	1 Month	Sept'20
	TOTAL (Qnty Variation (+/-) 30 %)	6353		

PACKAGE 10U : PROVIDING AND FIXING OF ACID / ALKALI RESISTANT (CHEMICAL RESISTANT) TILES WITH POTTASIMUM SILICATE BEDDING MORTAR ETC COMPLETE CONFORMING TO RELEVANT BS OR EQUIVALENT INTERNATIONAL CODE FOR AUX & BOP BUILDINGS FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH

Tender No: BHEL:MSTPP:AUX:PUR:20:03	
PREAMBLE OF BOQ	
0 1	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully before filling in rates for various items. Clauses under this preamble shall be read in conjunction with various volumes of tender and other tender sections as applicable and shall have precedence over any contrary statement mentioned any where in this document.
0 2	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or engineer's instructions. Drawings enclosed with the tender are only preliminary and for tender purposes and giving some idea of the work involved. The work is to be executed as per drawings & documents, which shall be furnished during execution.
0 3	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
0 4	Unless specifically mentioned otherwise in the tender document, the tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, constructional plants, temporary works, labour, dismantling of all temporary piping, structures, valves, pumps, tanks & other misc. equipment, strengthening of roads/culverts/bridges etc. including arranging all clearances etc. required for carrying out different activities & tests, materials, levies, taxes (except service tax), transport, layout, repairs, rectification, maintenance till handing over, supervisions, colonies, shops, establishments, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the complete tender document and this schedule.
0 5	The quantities of the various items mentioned in this schedule of items are approximate, based on very preliminary information and may vary to any extent or be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of work executed under any part of this contract including extra items, if any but excluding any price variation remains, within plus minus thirty percent ($\pm 30\%$) of the awarded price.
0 6	Prior written approval of BHEL shall be sought by the contractor in case quantity variation of any item crosses +50% (plus fifty percent) limit during execution and approval to be obtained before execution of further quantity for this item.
0 7	In case Sealed /Paper Price Bids are opened for finalisation of the tender, for any Item Rate/BOQ based contract, possibility of variation of quantity/ addition/deletion of items can not be ruled out. Under such circumstances, after execution of work, if it is observed that standing as L-1 is changed based on actual quantity executed, the bidder shall give suitable rebate to maintain your standing as L-1. Since this aspect can be assessed at the end of execution, necessary adjustment will be effected at the end of execution in final bill. This condition shall not be applicable where the tender is finalised through Reverse Auction.
0 8	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate items and/ or other optional items with respect to item-wise lowest rates (amongst the participating bidders), before placement of order.
0 9	The rates quoted shall be inclusive of cleaning of site of any vegetation, dressing , clearing of old structures and leveling etc. including fixing of grid pillars, benchmarks etc. required for commencement of site activities. No separate payment will be made towards the same. However, if separate rate for such item is available in the rate schedule, the same shall be considered.
1 0	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of engineer shall be final. All entries shall be in English language.
1 1	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up.

1 2	The tender shall be deemed to have visited site and made himself aware of all the site conditions, studied the specifications and details of work to be done within the time schedule attached and to have acquainted himself of the conditions prevailing at site.
1 3	No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
1 4	Bidders are not allowed to alter the Price Schedule format including item description, quantity etc. and the offer is liable for rejection if the bidders submit their prices in Price Schedules modified by them. BHEL reserves the right to reject the offers of bidders who submit offers in Price Formats which are modified/altered by them. Also putting any comments instead of rates/price in the designated column of the rate schedule shall make the offer liable for rejection.
1 5	Bidders to note that for Civil packages, against a particular item against a ST No. appearing in more than one schedule of the BOQ, same rate must be quoted in all schedules for that particular items with same descriptions. If by error, different rates are quoted in different schedules for same ST No. (i.e. item with same description), then the higher of the rates shall be considered for evaluation but awarding shall be done with the lower rate, if the bidder becomes L-1."
1 6	For Lumpsum Contract : The items/components indicated in the tender is indicative and may vary to any extent. No compensation shall be payable in case of any variation in the items/components listed in the bill of quantities if the executed weight remains within the variation limit. However, in case of deletion of any item or addition of new items over and above the items listed or variation of existing quantity beyond variation limit specified, adjustment (i.e. Payment or recovery as the case may be) shall be done on pro-rata basis based on the Rate per MT worked out from the quoted lump-sum Price and the total weight of components listed /indicated in price schedule plus 15% weight variation limit.
1 7	Engineer's decision shall be final and binding on the contractor regarding clarification of items in the schedule with respect to the other sections/volumes of the contract.
1 8	Size and weights of various items are mentioned in the attached BOQ cum rate/price schedule for reference purpose only & these shall not be taken into consideration for quoting/calculating amount in the rate schedule. These shall be utilised as per relevant sections of tender. Bidders shall quote for each item in the rate column, taking unit as mentioned in the quantity column. Rates shall be filled in both figures and words. Amount shall be calculated based upon these rates multiplied by the mentioned quantity for the respective items.
1 9	Bidder's Total price shall be considered for evaluation unless stated otherwise.
2 0	In case of BOP packages, if Bidder does not quote/indicate the price for freight charges against indicated rate schedule, the same shall be considered as 2% of basic price and adjusted with the total quoted price against each item keeping the total quoted price unaltered.