



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Ref: BHEL:MSTPP:AUX:20:09

Date: 09-09-2020

### NOTICE INVITING TENDER ( INTERNATIONAL BIDDING )

**NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES**

Sealed offers in two part bid system are invited from Internationally reputed & experienced bidders meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1 through E-Procurement Portal <https://bhel.abcprocure.com> or hard copy mode, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Consideration of their offer is subject to compliance of loading criteria as per clause no. 8.0 of NIT etc specified below. Following points relevant to the tender may please be noted and complied with.

#### 1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	<b>TENDER NUMBER</b>	BHEL:MSTPP:AUX:20:09
ii	<b>Broad Scope of job</b>	PACKAGE 10V: PILE CAP(EXCEPT PILING) , CIVIL FOUNDATION & SUPERSTRUCTURE,ARCHITECTURAL WORKS FOR AUX & BOP BUILDINGS,AC DUCTING,WEIGH BRIDGE AND MISC FINISHING WORKS FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH
iii	<b>DETAILS OF TENDER DOCUMENT</b>	
a	Volume-IA	<i>General conditions of contract (Supply)</i> <b>Not Applicable.</b>
b	Volume-IB	<i>General conditions of contract (Service)</i> <b>Applicable.</b>
c	Volume-IC	<i>Special conditions of contract (Supply)</i> <b>Not Applicable.</b>
d	Volume-ID	<i>Special conditions of contract (Service)</i> <b>Applicable.</b>
e	Volume-IE	<i>Forms and Procedures etc.</i> <b>Applicable.</b>
f	Volume-IF	<i>Technical Conditions of Contract (TCC) (CML)</i> <b>Applicable.</b>
g	Volume-III	<i>Price Schedule (Absolute value) – Rev-00</i> <b>Applicable.</b>
iv	<b>ISSUE OF TENDER DOCUMENTS</b>	<ol style="list-style-type: none"> <li><u>Sale from BHEL MSTPP site:</u> Start: 09-09-2020 Close: 16-09-2020.</li> <li><u>From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>, <a href="http://www.jantermanter.com">www.jantermanter.com</a> &amp; CPP Portal)</u></li> <li><u>E-Procurement Site <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a></u></li> </ol> <p><i>Tender documents can be downloaded from above website till due date of submission.</i></p>
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<p><b>Date: 16-09-2020, Time: 15-00 Hrs.</b>  <b>The bidder may respond by submitting their offer through hard copy mode. Offers are invited in two-parts only.</b></p>
vi	<b>OPENING OF TENDER</b>	<b>Date: 16-09-2020 1 hours after the latest due date and time of Offer</b> <b>Applicable.</b>

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		<p><b>submission</b> Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender.</p>	
vii	<b>EMD AMOUNT</b>	<i>USD85,690 OR Equivalent</i>	<i>Applicable</i>
viii	<b>COST OF TENDER</b>	<i>USD23 OR Equivalent</i>	<i>Applicable</i>
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<i>Date:13-09-2020 Along with soft version also, addressing to undersigned &amp; to others as per contact address given below</i>	<i>Applicable.</i>
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	--	<i>Not Applicable (In case BHEL decides to conduct PBD, date, time &amp; venue of PBD will be intimated suitably thru TCN.)</i>
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	<b>IEM DETAILS:</b> Shri D.R.S Chaudhary, IAS (Retd.), E-1/164, Arera Colony, Bhopal -462016 Email: <a href="mailto:dilip.chaudhary@icloud.com">dilip.chaudhary@icloud.com</a>	<i>Applicable.</i>
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> →Tender Notifications →View Corrigendums & <a href="http://www.jantermanter.com/">www.jantermanter.com/</a> <b>CPP portal</b> →Tender Notice) & <b>E-Procurement Site</b> <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> Bidders to keep themselves updated with all such information.	<i>Shall be intimated to bidder.</i>

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed and stamped (digitally signed & stamped in case of e mode of bidding) on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender (non-refundable) and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata, issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL MSTPP, at BANGLADESH, Fridays.

4.0 Unless specifically stated otherwise, bidder shall have to deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Khulna. For other details please refer General Conditions of Contract.

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**Bidders may please note that “OEMD” provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as OEMD are also requested to submit fresh EMD as mentioned in sl no vii under clause no 1.0 of NIT.**

5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders as detailed below:

**FOR HARD COPY SUBMISSION OF OFFER**

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)  
One set of tender documents shall be retained by the bidder for their reference
- Two additional copies of Techno-commercial bid, along with original shall be submitted.

The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below.  
**FOR HARD COPY SUBMISSION (All pages to be signed and stamped)**

Sl no	Description	Remarks
<b>Part-I A</b>		
	<b>ENVELOPE – I superscribed as :</b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.  <b>Note:</b> <ul style="list-style-type: none"> <li>a. In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</li> <li>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ul style="list-style-type: none"> <li>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</li> <li>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</li> </ul> </li> </ul>	Applicable.
iii.	Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria.  It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	Applicable.
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Applicable.
vi.	Duly filled-in annexures, formats etc as required under this Tender	Applicable.

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	Specification/NIT	
vii.	Notice inviting Tender (NIT)	Applicable.
viii.	Volume – I F : Technical Conditions of Contract (TCC)	Applicable.
ix.	Volume – I D : Special Conditions of Contract (SCC)-Service	Applicable.
x.	Volume - I B : General Conditions of Contract (GCC)-Service	Applicable.
xi.	Volume – I E : Forms & Procedures etc.	Applicable.
xii.	Volume – III- (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item.	Applicable.
xiii.	Any other details preferred by bidder with proper indexing.	

<b>PART-I B</b>		
	<b>ENVELOPE – II superscribed as:</b> PART-I (EMD &/or COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:-</b>	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	Applicable.

<b>PART-II</b>		
	<b>PRICE BID</b> consisting of the following shall be enclosed	
	<b>ENVELOPE-III</b> superscribed as: PART-II- (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:-</b>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	Applicable.
ii	Volume III – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	Applicable.

<b>OUTER COVER</b>		
	<b>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)</b> superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:</b>	
i	<ul style="list-style-type: none"> <li>o Envelopes I</li> <li>o Envelopes II</li> <li>o Envelopes III</li> </ul>	

**FOR SUBMISSION OF OFFER THROUGH E-PROCUREMENT SITE (<https://bhel.abcprocure.com>)****DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING**

Sl no	Description	Remarks
<b>PART-I A</b>	<b>(TECHNO COMMERCIAL BID)</b>	
	<b>CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter/Offer forwarding letter of Tenderer. <b>(To be attached in relevant Attachment section)</b>	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. <b>(To be attached in relevant Attachment section)</b>  <b>Note:</b> <ul style="list-style-type: none"> <li>a. In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be <b>attached in relevant attachment section of the e –procurement portal</b>. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</li> <li>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ul style="list-style-type: none"> <li>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</li> <li>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</li> </ul> </li> </ul>	
iii.	Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria.  It shall be specifically noted that all documents as per above <b>shall be attached in relevant attachment section</b> and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	Applicable.
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.  <b>(To be attached in relevant Attachment section)</b>	Applicable.
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Applicable.
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT  <b>(To be attached in relevant Attachment section)</b>	Applicable.
vii.	Notice inviting Tender (NIT)  <b>(To be attached in relevant Attachment section)</b>	Applicable.
viii.	Volume – I F : Technical Conditions of Contract (TCC)  <b>(To be attached in relevant Attachment section)</b>	Applicable.
ix.	Volume – I D : Special Conditions of Contract (SCC)-Service  <b>(To be attached in relevant Attachment section)</b>	Applicable.
xi.	Volume – I B : General Conditions of Contract (GCC)-Service  <b>(To be attached in relevant Attachment section)</b>	Applicable.
xii.	Volume – I E : Forms & Procedures etc.  <b>(To be attached in relevant Attachment section)</b>	Applicable.
xiii.	Volume-III - (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item.  <b>(To be attached in Unpriced Bid Attachment section)</b>	Applicable.

xiv.	Any other details preferred by bidder with proper indexing. <b>(To be attached in relevant Attachment section)</b>	
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<b>PART-I B</b>	<b>EMD/ COST OF TENDER</b> <b>(To be submitted offline within due date of offer submission)</b>	
	<b>CONTAINING THE FOLLOWING:-</b>	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender  2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	Applicable.

<b>PART-II</b>	<b>PRICE BID</b> <b>(TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION)</b>	
	<b>CONTAINING THE FOLLOWING:-</b>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	Applicable.
ii	Volume III – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)  <b>Any other document uploaded in the price bid, apart from above tender format, shall not be taken into cognizance for evaluation of offer.</b>	Applicable.

**SPECIAL NOTE:**

- A) Your offer & documents submitted along with offer shall be (digitally signed in case of submission of offer through BHEL's e-procurement site) signed & stamped in each page by your authorised representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) The credentials/ documents submitted towards compliance of Pre-qualification requirement shall be physically signed by the authorized signatory & stamped before uploading/ submission of offer.
- C) **All documents/ annexures 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 (**or attached in the respective sections** in case of submission of offer through BHEL's e-procurement site). BHEL shall not be responsible for any missing documents.

6.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.

7.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

**8.0 Assessment of Capacity of Bidders:**

**Bidder's capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:**

- I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3<sup>rd</sup> Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -

**(Note:** For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

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Where 'P' is the sum of all unit wise identified packages (refer table-1) under execution with BHEL Regions as on the cut off month defined above, including packages yet to be commenced, excepting packages which are on Long Hold.

II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3<sup>rd</sup> Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

**(Note:** For example, if 'latest date of bid submission' is in Jan 2017, then the 'performance' shall be assessed for a 6 months' period up to and inclusive of Oct 2016 (i.e. from May 2016 to Oct 2016), for all the unit wise identified packages (refer Table I))

i). Calculation of Overall 'Performance Rating' for 'Similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

- P<sub>1</sub>, P<sub>2</sub>, P<sub>3</sub>, P<sub>4</sub>, P<sub>5</sub>, .... P<sub>N</sub> etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = **P<sub>T</sub>** (i.e.  $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$ )
- Number of Months 'T<sub>1</sub>' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P<sub>1</sub>. Similarly T<sub>2</sub> for package P<sub>2</sub>, T<sub>3</sub> for package P<sub>3</sub>, etc. for the tendered scope. Now calculate cumulative total months 'T<sub>T</sub>' for total similar Packages 'P<sub>T</sub>' for all Regions (i.e.  $T_T = T_1 + T_2 + T_3 + \dots + T_N$ )
- Sum 'S<sub>1</sub>' of 'Monthly Performance Evaluation' Scores (S<sub>1,1</sub>, S<sub>1,2</sub>, S<sub>1,3</sub>, S<sub>1,4</sub>, S<sub>1,5</sub>.... S<sub>1,T1</sub>) for similar package P<sub>1</sub>, for the 'period of assessment' 'T<sub>1</sub>' (i.e.  $S_1 = S_{1,1} + S_{1,2} + S_{1,3} + S_{1,4} + S_{1,5} + \dots + S_{1,T1}$ ). Similarly, S<sub>2</sub> for package P<sub>2</sub> for period T<sub>2</sub>, S<sub>3</sub> for package P<sub>3</sub> for period T<sub>3</sub> etc. for the tendered scope for all Regions. Now calculate cumulative sum 'S<sub>T</sub>' of 'Monthly Performance Evaluation' Scores for total similar Packages 'P<sub>T</sub>' for all Regions (i.e. 'S<sub>T</sub>' = S<sub>1</sub> + S<sub>2</sub> + S<sub>3</sub> + S<sub>4</sub> + S<sub>5</sub> + .... S<sub>N</sub>)
- Overall Performance Rating 'R<sub>BHEL</sub>' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

**Aggregate of Performance scores for all similar packages in all the Regions**

= -----

**Aggregate of months for each of the similar packages for which performance should have been evaluated in all the Regions**

S<sub>T</sub>

= -----

T<sub>T</sub>

- Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.
- Table showing methodology for calculating 'a', 'b' and 'c' above

Sl. No.	Item Description	Details for all Regions	Total
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(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
	Similar Packages for all Regions → (under execution/ executed during period of assessment)	$P_1$	$P_2$	$P_3$	$P_4$	$P_5$	...	$P_N$	Total No. of similar packages for all Regions = $P_T$ i.e. Sum ( $\Sigma$ ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages ( as in row 1)	$T_1$	$T_2$	$T_3$	$T_4$	$T_5$	...	$T_N$	Sum ( $\Sigma$ ) of columns (iii) to (ix) = $T_T$
3	Monthly performance scores for the corresponding period (as in Row 2)	$S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, \dots, S_{1-T_1}$	$S_{2-1}, S_{2-2}, S_{2-3}, S_{2-4}, \dots, S_{2-T_2}$	$S_{3-1}, S_{3-2}, S_{3-3}, S_{3-4}, \dots, S_{3-T_3}$	$S_{4-1}, S_{4-2}, S_{4-3}, S_{4-4}, \dots, S_{4-T_4}$	$S_{5-1}, S_{5-2}, S_{5-3}, S_{5-4}, \dots, S_{5-T_5}$	...	$S_{N-1}, S_{N-2}, S_{N-3}, S_{N-4}, \dots, S_{N-T_N}$	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	$S_1$	$S_2$	$S_3$	$S_4$	$S_5$	...	$S_N$	Sum ( $\Sigma$ ) of columns (iii) to (ix) = $S_T$

ii). Calculation of Overall 'Performance Rating' ( $R_{BHEL}$ ) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. ' $R_{BHEL}$ ' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- 12 months preceding and including the cut-off month
- 24 months preceding and including the cut-off month
- 36 months preceding and including the cut-off month

In case,  $R_{BHEL}$  cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

iii). Factor "L" assigned based on Overall Performance Rating ( $R_{BHEL}$ ) at Power Sector Regions:

Sl. no.	Overall Performance Rating ( $R_{BHEL}$ )	Corresponding value of 'L'
1	=60	NA
2	> 60 and $\leq$ 65	0.4
3	> 65 and $\leq$ 70	0.35
4	> 70 and $\leq$ 75	0.25
5	> 75 and $<$ 80	0.2
6	$\geq$ 80	NA

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### III. **Assessment of Capacity of Bidder:**

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages  $P_{Max} = (R_{BHEL} - 60)$  divided by corresponding value of 'L', i.e.  $(R_{BHEL} - 60)/L$

#### Note:

- i). In case the value of  $P_{Max}$  results in a fraction, the value of  $P_{Max}$  is to be rounded off to next whole number
- ii). For  $R_{BHEL} = 60$ ,  $P_{Max} = 1$
- iii). For  $R_{BHEL} \geq 80$ , there will be no upper limit on  $P_{Max}$

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if  $P \leq P_{Max}$   
(Where P is calculated as per clause 'I' above)

### IV. **Explanatory note:**

- i). Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e. the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl.no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above.
- ii). Identified Packages (Unit wise)

**Table-1**

Civil	Electrical and C&I	Mechanical
i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). C&I iii). Others (Elect. and C&I)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). ESP iv). LP Piping v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Management x). Others (Mechanical)

- iii). Bidders who have not been evaluated for at least six package months in the last 36 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions.

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.

The "FIRST TIMER" tag shall remain till completion of all the contracts against which vendor has been tagged as First Timer or availability of 6 evaluation scores within last 36 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Assessment of Capacity of Bidders'.

- iv). In the unlikely event of all bidders shortlisted against Technical and Financial Qualification criteria not meeting the criteria on 'Assessment of Capacity of Bidders' detailed above, OR leads to a single tender response on applying the criteria of 'Assessment of Capacity of Bidders' OR due to non-approval by Customer, then BHEL at its discretion reserves the right to consider the further processing of the Tender based on the **Overall Performance Rating 'R<sub>BHEL</sub>'** only, starting from the upper band.
- v). 'Under execution' shall mean works in progress as per the following:
  - a. Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
  - b. Up to Steam Blowing in case of Boiler/ESP/Piping Packages
  - c. Up to Synchronization in all Balance Packages

Note: BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (a), (b) and (c) above, depending upon the balance scope of work to be completed.

- vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
- vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 25<sup>th</sup> of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
- viii). Project on Hold due to reasons not attributable to bidder -
  - a. **Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.
  - b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.
- ix). Performance evaluation in CL 8 above is applicable to prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.
- x). The above procedure of performance is not applicable for local Bangladesh Vendor and shall be evaluated based on Prequalification criteria.

9.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting

their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

- 10.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail or through E-Procurement Site <https://bhel.abcprocure.com>, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to any delay. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 11.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 12.0 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, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer else BHEL's interpretation shall prevail.
- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 14.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), along with techno - commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (xi) of 1 above.
- 15.0 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 be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-1 (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 16.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders.
- 17.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 18.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 19.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 20.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 21.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the details to be complied with is enclosed herewith as per Annexure-5 UNLESS SPECIFIED OTHERWISE IN PQR.
- 22.0 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.

23.0 The bidder may have to produce original document for verification if so decided by BHEL.

24.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website ([www.bhel.com](http://www.bhel.com)).

I) Integrity commitment, performance of the contract and punitive action thereof:

a) Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

b) Commitment by Bidder/ Supplier/ Contractor:

b.i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

b.ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

b.iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage includes in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/ or under applicable legal provisions.

25.0 It may please be noted that Guidelines/Rules in respect of Suspension of business dealings (Hold- 12 to 24 Months/ Banning – 3 years etc), Vendor Evaluation formats, quality, safety and HSE guidelines , standard T&P hire charges of BHEL etc may undergo change from time to time and the latest one shall be followed. Latest "Guidelines for Vendor Evaluation" is web based, quality, safety & HSE"; standard T&P hire charges shall be available at site and shall be given to the successful vendors/ subcontractors during execution.

26.0 MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-

procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

27.0 The bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website [www.bhel.com](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.

28.0 Annexure-A -Amendment to GCC/SCC shall be read in conjunction with GCC-Volume-IB & SCC-Volume-ID. This Annexure-A (Amendment to GCC/SCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC/SCC only.

29.0 Annexure-B - Terms & conditions of Reverse Auction is enclosed herewith.

30.0 Annexure-E – Guidelines/ rules for Bank Guarantee submission by Foreign vendor.

31.0 Duly filled & signed Annexure- CPP-GST/I to be submitted by bidders along with their techno-commercial offer.

32.0 For sale & import transactions, Foreign Bidders are required to submit the following documents before raising first bill for payment –  
a) Tax Residency Certificate.  
b) **Form 10F** as attached to be signed by the vendor (To avail the benefit of DTAA).  
c) A declaration from vendor stating he does not have a Business Connection or Permanent Establishment in India (if applicable).

33.0 **Integrity Pact (IP) –**

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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial 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.

Details of IEM for this tender is furnished below:-

Name  
Address  
e-mail } ---- REFER SL NO (xi) UNDER CLAUSE NO 1 ABOVE

(b) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

## 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.

For all clarifications /issues related to tender, Pl contact

Name	Rajib Nath (DGM)
Dept	SCT Dept ,BHEL,MSTPP.
Address	Rampal,Bagerhat,Bangladesh.
Phone no	+8801700766664
e-mail	<a href="mailto:rajibnath@bhel.in">rajibnath@bhel.in</a>

35.0 The contractor shall, at all stages of work deploy skilled/ semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/ Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/ semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding."

36.0 It may please be noted that 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.

All overwriting/ cutting, etc. will be numbered by bid opening officials and announced during bid opening.

38.0 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:

- b. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- c. Notice Inviting Tender (NIT)
- d. Price Bid-Volume-III
- e. Technical Conditions of Contract (TCC) -- Volume-IF
- f. Special Conditions of Contract (SCC) — Volume-ID
- g. General Conditions of Contract (GCC) — Volume-IB
- h. Forms and Procedures —Volume-IE

for BHARAT HEAVY ELECTRICALS LTD

DGM (SCT)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

BHARAT HEAVY ELECTRICALS LIMITED , RAMPAL,BAGERHAT,BANGLADESH

फोन/Phone : बोर्ड/EPABX : (+880-1700766664)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	Rampal,Bagerhat,Bangladesh
	Phone no	+8801700766664
	E-mail	<a href="mailto:rajibnath@bhel.in">rajibnath@bhel.in</a>

**Enclosure**

01. Annexure-1: Pre Qualification Criteria.
02. Annexure-2: Format for No deviation Certificate.
03. Annexure-3: Format for seeking clarification.
04. Annexure-4: Check List.
05. Annexure-5: Conditions for consortium/tie up.
06. Annexure –A- Amendment to GCC/SCC.
07. Annexure -B- Terms & conditions of Reverse Auction.
08. Annexure –C- CA certificate Format.
09. Annexure-E – Guidelines/ rules for Bank Guarantee submission by Foreign vendor.
10. Annexure– CPP-GST/I.
11. Integrity Pact Agreement Format (Separate).
12. Form 10F (Separate).
13. Currency Matrix (Separate)
14. Other Tender documents as per this NIT

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

BHARAT HEAVY ELECTRICALS LIMITED , RAMPAL,BAGERHAT,BANGLADESH  
फोन/Phone : बोर्ड/EPABX : (+880-1700766664)

**ANNEXURE - 1****PRE QUALIFICATION CRITERIA**

<b>JOB</b>	PACKAGE 10V: PILE CAP (EXCEPT PILING) , CIVIL FOUNDATION & SUPERSTRUCTURE,ARCHITECTURAL WORKS FOR AUX & BOP BUILDINGS,DUCTING,WEIGH BRIDGE AND MISC FINISHING WORKS FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH
<b>TENDER NO</b>	BHEL:MSTPP:AUX:20:09

<b>SL NO</b>	<b>CRITERIA</b>
<b>1.0</b>	<b>FINANCIAL CRITERIA</b>
1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF USD 2.16. MILLION <b>OR EQUIVALENT</b> 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.
<b>2.0</b>	<b>TECHNICAL CRITERIA</b>
<b>2.1</b>	<b>GENERAL TECHNICAL CRITERIA ( B1 )</b>
2.1.1	BIDDER SHOULD HAVE EXECUTED 'CIVIL WORKS' OR 'CIVIL AND ARCHITECTURAL WORKS' FOR ANY ONE OF THE FOLLOWING IN THE LAST 7 ( SEVEN ) YEARS, FROM LATEST DATE OF BID SUBMISSION.  RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.
2.1.2	1 (SINGLE) WORK OF VALUE NOT LESS THAN USD 5.76 MILLION <b>OR EQUIVALENT AMOUNT</b> .  OR
2.1.3	2 (TWO) WORKS EACH OF VALUE NOT LESS THAN USD <b>3.60 MILLION OR EQUIVALENT AMOUNT</b> .  OR
2.1.4	3 (THREE) WORKS EACH OF VALUE NOT LESS THAN USD <b>2.88 MILLION OR EQUIVALENT AMOUNT</b> .
<b>2.2</b>	<b>SPECIALIZED CRITERIA ( B2 )</b>
A	AT LEAST 60% OF ANNUALIZED RCC QUANTITIES WITHIN A COMMON PERIOD OF TWELVE CONSECUTIVE MONTHS IN CUMULATIVE OF TWO RUNNING/COMPLETED CONTRACTS.  OR
B	AT LEAST 40% OF ANNUALIZED RCC QUANTITIES WITHIN A PERIOD OF TWELVE CONSECUTIVE MONTHS IN ONE RUNNING/COMPLETED CONTRACT.
C	TENDERED RCC QUANTITY = 38,545 CUM HENCE,ANNUALIZED QUANTITY = (38545 X 12) / TIME ALLOCATED ( 18 MONTHS ) = 25697 CUM
2.3	BIDDER SHOULD HAVE EXECUTED 'CIVIL WORKS' OR 'CIVIL AND ARCHITECTURAL WORKS' DURING THE LAST 7 (SEVEN) YEARS, ENDING ON THE LATEST DUE DATE OF SUBMISSION OF OFFER.  RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.
<b>3.0</b>	<b>GENERAL</b>
A	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.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

BHARAT HEAVY ELECTRICALS LIMITED , RAMPAL,BAGERHAT,BANGLADESH

फोन/Phone : ৮০০/EPABX : (+880-1700766664)

**ANNEXURE - 2****FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

BHARAT HEAVY ELECTRICALS LIMITED,  
MSTPP,RAMPAL,BAGERHAT,BANGLADESH

Sub	No Deviation Certificate.	
Job	PACKAGE 10V: PILE CAP ( EXCEPT PILING ), CIVIL FOUNDATION & SUPERSTRUCTURE,ARCHITECTURAL WORKS FOR AUX & BOP BUILDINGS,AC DUCTING,WEIGH BRIDGE AND MISC FINISHING WORKS FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH	
\Ref	1.0	Tender no BHEL:MSTPP:AUX:20:09
	2.0	BHEL's NIT, vide reference no PSER: BHEL:MSTPP:AUX:20:09 Date: 09-09-2020.
	3.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such 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. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

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

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

BHARAT HEAVY ELECTRICALS LIMITED , RAMPAL,BAGERHAT,BANGLADESH  
फोन/Phone : बोर्ड/EPABX : (+880-1700766664)

**ANNEXURE - 3****FORMAT FOR SEEKING CLARIFICATION**

<b>JOB</b>	PACKAGE 10V: PILE CAP(EXCEPT PILING ), CIVIL FOUNDATION & SUPERSTRUCTURE,ARCHITECTURAL WORKS FOR AUX & BOP BUILDINGS,DUCTING,WEIGH BRIDGE AND MISC FINISHING WORKS FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH
<b>TENDER NO</b>	BHEL:MSTPP:AUX:20:09

Sl no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

BHARAT HEAVY ELECTRICALS LIMITED , RAMPAL,BAGERHAT,BANGLADESH

फोन/Phone : बोर्ड/EPABX : (+880-1700766664)

**ANNEXURE - 4****CHECK LIST****NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick ( ✓ ) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY(BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE**  
**APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

**AUTHORISED SIGNATORY**  
(With Name, Designation and Company seal)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

BHARAT HEAVY ELECTRICALS LIMITED , RAMPAL,BAGERHAT,BANGLADESH

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**ANNEXURE-5**

**CONDITIONS TO BE COMPLIED WITH FOR CONSORTIUM BIDDING (TECHNICAL TIE UP)**

**1 NOT APPLICABLE.**

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**Annexure - A**  
**Amendment to GCC/SCC (Vol-IB/Vol-ID)**

**1. Introduction of Clause No 1.15.13 in GCC as below:**

**Clause No 1.15.13:** Additional security deposit (SD) has to be submitted by the successful bidder with value as follows:

"If the final price of successful bidder is lesser by 'more than 20%' of BHEL's estimate - 'Additional Security Deposit' will be required to be submitted by the successful bidder with value as follows:

**Additional Security Deposit** = 30 % of (A-B) limited to a maximum of 10% of the 'Total Price/Contract Value', where,

A = 80% of BHEL estimate

B = The final offered price of successful bidder through RA (In case of RA)

**OR**

Sealed paper price bid of successful bidder (in case of paper bid)

This 'Additional Security Deposit' shall have the same validity as that of the 'Security Deposit' and shall be revalidated/released in the manner as spelt out for the 'Security Deposit' as per relevant clause of GCC.

The BHEL's estimated value shall be disclosed to the successful bidder (on their request) at appropriate juncture in case 'Additional Security Deposit' is applicable."

**2. Clause no. 1.9.1(ii) of GCC shall be read as below:**

The EMD may be accepted only in the following forms:

- (a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months. EMD of successful tenderer will be retained as part of Security Deposit.

Clause no. 1.9.1(iv) & (v) of GCC stands deleted.

**3. Clause no. 1.10.1 of GCC shall be read as below:**

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

**4. Clause no. 1.10.2 of GCC shall be read as below:**

At least 50% of the required Security Deposit, including the EMD, should be furnished before start of the work. Balance of the Security Deposit can be deposited by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

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

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**5. Clause no. 1.10.3 of GCC shall be read as below:**

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

**6. Clause no. 1.11 of GCC shall be read as below:**

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL upon fulfilment of contractual obligations as per terms of the contract.

**7. Clause no. 2.8.3, 2.8.4 and 2.8.5 of GCC shall be read as below:**

**Clause no. 2.8.3:** The contractor shall comply with all applicable Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, or any other Acts, Rules, and Regulations for labour/workers or governing execution of the work as may be enacted by the Bangladesh Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law of the land.

**Clause no. 2.8.4:** The Contractor shall obtain independent License for engaging contract labour/workers as required from the concerned Authorities issued by the Principal Employer/Customer/Statutory Bodies as per the prevailing Act or Rules/Regulations of Bangladesh

**Clause no. 2.8.5:** The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.

**8. Clause 2.12 of GCC (Overrun Compensation)( Not applicable )**

- a) Existing Clause 2.12.2 of GCC stands revised as follows:

"Rates shall be increased by 5% for the first twelve months of one or more extensions beyond original contract period. For the next twelve months of further extensions if any, rates shall be increased as

above by 5% over the previous twelve months, and similarly for each subsequent twelve months extension"

b) Existing Clause 2.12.3 of GCC stands revised as follows:

"The amount of increase payable per month due to rate revisions is subject to a minimum of Rs 1,00,000/- per month and a maximum of Rs 5,00,000/-per month".

#### 9. Clause 2.14 of GCC (Quantity Variation)

a) Existing Clause 2.14.1 of GCC stands revised as follows:

**"The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side).** The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limit of Minus (-) 15% of awarded contract value"

b) Existing Clause 2.14.2 ii). of GCC stands revised as follows:

"In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, there will be no upward revision in the rates **for the individual items and also contractor is not eligible for any compensation.**"

#### 10. Clause 2.17 of GCC (Price Variation Compensation) stands revised as follows:

##### 2.17 PRICE VARIATION COMPENSATION ( NOT APPLICABLE )

2.17.1 In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS, Price Variation Formula as described herein shall be applicable (only for works executed during extended period, if any, subject to other conditions as described in this section)

2.17.2 85% component of Contract Value shall be considered for PVC calculations and remaining 15% shall be treated as fixed component. The basis for calculation of price variation in each category, their component, Base Index shall be as under:

SL NO	CATEGORY	BASE INDEX	PERCENTAGE COMPONENT('K')				
			CIVIL PACKAGES (See Note AB/C)			MECHANICAL PACKAGES	Electrical, C&I Material Management/Handling and other labour oriented packages
			A	B	C		
i)	LABOUR (ALL CATEGORIES)	'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India. (Website: <a href="http://labourbureau.nic.in">labourbureau.nic.in</a> )	40	25	30	65	80
ii)	HIGH SPEED DIESEL OIL	Name of Commodity: HSD Commodity Code: 1202000005 (See Note E)	5	3	5	5	5
iii)	WELDING ROD	Name of Commodity: MANUFACTURE OF BASIC METALS Commodity Code: 1314000000 (See Note E)				15	
iv)	CEMENT	Name of Commodity: ORDINARY PORTLAND CEMENT Commodity Code: 1313050003 (See Note E)		20	30		

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v)	STEEL (Structural and Reinforcement Steel)	Name of Commodity: MILD STEEL: LONG PRODUCTS Commodity Code: 1314040000 (See Note E)		25			
vi)	All OTHER MATERIALS (Other than Cement & Steel)	Name of Commodity: ALL COMMODITIES Commodity Code: 1000000000 (See Note E)	40	12	20		

Note: A) Cement & Steel: Free Issue (BHEL Scope)  
 B) Cement & Steel : In Contractor Scope  
 C) Cement in Contractor Scope, and Steel is Free Issue (BHEL Scope)  
 D) For Composite packages (i.e. Civil+Mechanical+Electrical and/or CI or Civil+Mechanical or Mechanical+Electrical and/or CI}, the COMPONENT ('K') for various categories shall be as per respective packages as above.  
 E) As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website: <http://eaindustry.nic.in/home.asp>). Revisions in the index or commodity will be re adjusted accordingly.

### 2.17.3 #

2.17.4 Payment/recovery due to variation in index shall be determined on the basis of the following notional formula in respect of the identified COMPONENT ('K') viz LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS.

$$P = K \times R \times \frac{(X_N - X_0)}{X_0}$$

Where

P = Amount to be paid/recovered due to variation in the Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials

K = Percentage COMPONENT ('K') applicable for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials

R = Value of work done for the billing month (Excluding Taxes and Duties if payable extra)

X<sub>N</sub> = Revised Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials for the billing month under consideration

X<sub>0</sub> = Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials as on the Base date

2.17.5 Base date shall be the calendar month of the schedule completion date (i.e. Actual start date+ Scheduled Contractual completion period as per Letter of Intent/award and/or work order).

2.17.6 PVC shall not be payable for the ORC amount, Supplementary/Additional Items, Extra works. However, PVC will be payable for items executed under quantity variation of BOQ items under originally awarded contract.

2.17.7 The contractor shall furnish necessary monthly bulletins in support of the requisite indices from the relevant websites along with his Bills.

2.17.8 The contractor will be required to raise the bills for price variation payments on a monthly basis along with the running bills irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be paid/recovered on getting the final values.

2.17.9 PVC shall be applicable only, during the extended period of contract (if any) after the scheduled completion period and for the portion of work delayed / backlog for the reasons not attributable to the Contractor.

However total quantum of Price Variation amount payable/recoverable shall be regulated as follows:

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- i. For the portion of shortfall / backlog not attributable to contractor, PVC shall be worked out on the basis of indices applicable for the respective month in which work is done. Base index shall be applicable as defined in clause 2.17.5
- ii. In case of Force majeure, PVC shall be regulated as per (a) or (b) below:
  - a) Force majeure is invoked before "base date" / "revised base date" (as explained below) OR immediately after "base date" / "revised base date" in continuation (i.e. during the period when PVC is not applicable):
    - 1. Base date shall be revised: Revised base date = Previous base date + duration of Force majeure. No PVC will be applicable for the work done till revised base date.
    - 2. PVC will be applicable for the work done after "base date" / "revised base date" as the case may be (during extended period when delay is not attributable to contractor). PVC shall be worked out on the basis of indices applicable for the respective month in which work is done with base index as on "base date" / "revised base date" as the case may be.
  - b) Force majeure is invoked after "base date" / "revised base date" as the case may be (during extended period when delay is not attributable to contractor) -
    - 1. PVC shall be applicable for the work done after revocation of force majeure.
    - 2. PVC for the work done after revocation of force majeure shall be worked out on the basis of indices applicable for the respective month in which work is done excluding the effect of change in indices during total period of Force majeure(s) invoked after "base date" / "revised base date" as the case may be. Base index shall be taken as on "base date" / "revised base date" as the case may be.
- iii. The total amount of PVC shall not exceed 15% of the cumulatively executed contract value. Executed contract value for this purpose is exclusive of PVC, ORC, Supplementary/Additional Items and Extra works except extra items due to quantity variation.

## 11. Clause 2.2 of GCC (Law governing the contract and court jurisdiction) stands revised as follows:

"The contract shall be governed by the Law for the time being in force in the Republic of India. **Subject to Clause 2.21.1 or 2.21.2 of this Contract**, the Civil Court having original Civil Jurisdiction at Delhi for PSNR, at Kolkata for PSER, at Nagpur for PSWR and at Chennai for PSSR, shall alone have exclusive jurisdiction in regard to all **matters** in respect of the Contract."

## 12. Clause 2.21 of GCC (Arbitration clause)

Clause 2.21 of GCC is re-titled as "ARBITRATION" and shall be replaced by following:

### 2.21 ARBITRATION

2.21.1 If any dispute or differences of any kind whatsoever shall arise between BHEL and the contractor, arising out of the contract for the performance of the work whether during the progress of termination, abandonment or breach of the contract, it shall in the first place be referred to and settled by the Designated Engineer (nominated by BHEL for settlement of the disputes arising out of this contract) who within a reasonable period after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the contractor who shall proceed with the work with all due diligence, whether he or BHEL required arbitration as hereinafter provided or not.

2.21.2 If after the Designated Engineer has given written notice of this decision to the party, no claim to arbitration has been communicated to him by the party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the contractor being

dissatisfied with any such decision or if amicable settlement can not be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by BHEL.

2.21.3 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, 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, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Power Sector Region issuing the Contract. It shall not be open to the Contractor to object to such arbitrator only on the ground that such arbitrator is an employee/ex-employee of BHEL or has dealt with or has expressed any opinion on any issue touching upon the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata.

2.21.4 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 the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively.

2.21.5 The cost of arbitration shall be borne equally by the Parties.

2.21.6 Notwithstanding the existence or 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.

### **13. Clause 2.24 of GCC (Performance Guarantee for Workmanship)**

Term "**Special** Conditions of Contract" appearing in 3<sup>rd</sup> line of the current clause 2.24.1, is replaced by "**Technical** Conditions of Contract"

### **14. Clause no. 2.7.2 and 2.7.3 of Volume-IB-GCC shall be revised as follows:**

2.7.2.1 To terminate the contract or withdraw portion of work 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's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work 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 by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv). Termination of Contract on account of any other reason (s) attributable to Contractor.
- v). Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi). Non-compliance to any contractual condition or any other default attributable to Contractor.

#### Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk & Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (\*) as per rates of new contract

B= Value of Balance scope of Work (\*) as per rates of old contract being paid to the contractor 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 (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 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: Incase portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

#### LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause no. 2.7.9 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- 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 = T1
- ii) Let the value of executed work till the time of termination of contract= X

- iii) Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv) Delay in executed work attributable to contractor i.e.  $T2=[1-(X/Y)] \times T1$
- v) LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

2.7.2.2 In case Contractor fails to deploy the resources as per requirement, BHEL can deploy own/hired/otherwise arranged resources at the risk and cost of the contractor and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.

### **2.7.3 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor**

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor 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 against other contracts in the same Region shall be considered for recovery.
  - ii) If recovery cannot be made out of dues payable to the contractor 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.
  - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

### **15. Clause 4.2.1.7 of Special Condition of Contract (SCC)**

At the end of Clause 4.2.1.7 (i.e. after the line "Decision of BHEL shall be final and binding on the contractor") following para is to be added

"It is not obligatory on the part of BHEL to provide any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability, BHEL /BHEL's Customer handling equipment and other plants may be made available to the contractor on payment of hire charges as fixed, subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance, such hire charges, if applicable, shall be recovered from contractor's bill / security deposit or any other due payment in one installment."

### **16. Clause 9.61 of SCC (NON-COMPLIANCE)**

**Under NON-COMPLIANCE**, at the end of Clause 9.61 (i.e. **after the line** "Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.") following para is to be added:

"In case of any financial deduction made by Customer for lapses of safety other than what is provided above or elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender / contract"

### **17. Clause 9.1 & 9.2 to 9.62 of SCC (HSE & OHSAS Obligations)**

Cl. no. 9.0	No change
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Cl. no. 9.1	HSE (Health, safety & Environment): Contractor will comply with HSE (Health, safety & Environment) requirements of BHEL as per "HSE Plan for Site Operations by Sub-contractors" (Document no. HSEP:14, Rev.00) attached with this tender.
Cl. no. 9.2 to 9.62	Deleted

**18. Introduction of Clause No. 1.10.8 in GCC as below:**

**Clause No 1.10.8:** SDBG to be furnished by the vendor before start of work. No payment will be released till SDBG is submitted by the vendor.

If requested by the vendor, cash recovery equivalent to SDBG value to be made from bills submitted by the vendor.

Also recovery of interest calculated @SBI PLR +2% on amount equivalent to SDBG / PBG value to be made for the gap period (difference between date of start of work and date of submission of BG / cash recovery).

In case of delay in extension of SDBG, in case of validity expiry, SDBG shall be invoked. However if the vendor submits a new BG after invocation of the previous BG then, it shall be refunded and recovery for the gap period, i.e. the duration for which BG is not available shall be made as stated above.

**Annexure -C****Certificate by Chartered Accountant on letter head**

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

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

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

**(Strike off whichever is not applicable)**

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

Or

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

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

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**Annexure -E****Guidelines/ rules for Bank Guarantee submission by Foreign vendor**

As per tender provision Bank Guarantees shall be furnished by the contractor from scheduled Banks/ Public Financial Institutions in line with the following guidelines/rules for acceptance of the BG:

**I. In case of Bank Guarantees submitted by the Foreign Vendors-**

- a)** From Nationalized/ Public sector/ Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the unit is located i.e. Demand can be presented at the Branch Located in the town / city or at nearest branch where the unit is located.
- b)** From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
  - b.1)** In such cases, Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter – Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank )(List of BHEL's Consortium Bank is given below). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.
  - b.2)** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank, the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
  - b.3)** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).
  - b.4)** The BG should clearly specify that the demand or other document can be presented in electronic form.

**II. Currency of BG shall be the currency indicated in the Letter of Intent (LOI).**

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

BHARAT HEAVY ELECTRICALS LIMITED , RAMPAL,BAGERHAT,BANGLADESH

फोन/Phone : बोर्ड/EPABX : (+880-1700766664)

**Annexure- CPP-GST/I****Please arrange to submit this filled-up format along with Tender**

Name of the Company	
Address of Company*	
Company Registration Number*	
Name of Partners / Directors	
ALL THE STATES WHERE BIDDER HAS A PLACE OF BUSINESS*	
ALL ADDRESS OF VENDOR MENTIONING THEIR PIN AS PER THE LATEST GST REGISTRATION*	
GSTN OF ALL THE ABOVE NOTED PLACES OF VENDOR*	
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 /undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/ UAN as per Udyog Aadhaar Memorandum/ Ancillary unit/project affected person of this company/ssi/ other}	
Relevant documents to be submitted as applicable.	
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*	
Fax*	
Mobile*	

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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