



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

Heavy Electrical Equipment Plant, Ranipur, Haridwar – 249403, India

CENTRAL DESPATCH DIVISION

Phone: 01334-281839

Websites: www.hwr.bhel.com, www.bhel.com

E-mail: ssaluja@bhel.in

TENDER DOCUMENTS

FOR

Custom clearance at Chittagong Port, Transportation of packages received in COC Container from Chittagong Port to Rampal Maitree site including port charges, demurrage charge (if any), Global Tax, VAT and charges if any for de-stuffing at port area and handing over of container to shipper/linear.

CUSTOMER

M/S BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED, BANGLADESH

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BHARAT HEAVY ELECTRICALS LIMITED
Heavy Electrical Equipment Plant, Ranipur, Haridwar – 249403, India
CENTRAL DESPATCH DIVISION

NOTICE INVITING TENDER

REF.: BHEL/HWR/CDX/ENQ/2122-008

DATE: 22/02/2022

SUB: Tender for Custom clearance at Chittagong Port, Transportation of packages received in COC Container from Chittagong Port to Rampal Maitree site including port charges, demurrage charge (if any), Global Tax, VAT and charges if any for de-stuffing at port area and handing over of container to shipper/linear

Dear Sirs,

1. Sealed tenders are invited for the following:

NAME OF WORK	TIME OF COMPLETION	EARNEST MONEY DEPOSIT (Rs.)	TENDER SUBMISSION DATE AND TIME	TENDER OPENING DATE & TIME
Receipt of equipment/material, Terminal handling, custom clearance, transportation of 2x 40 Ft. Flat rack COC Containers in one Lot from Chittagong sea Port, Bangladesh to Maitree STPP site, Rampal , Bangladesh project and handing over of container to shipper/linear	Refer Annexure-I as mentioned below	8,900/-	04/03/2022 13:45 hrs.	04/03/2022 14:00 hrs. (Technical bid only) and Price bid opening date will be intimated later to Techno commercially acceptable parties

Annexure-I: -

- i) **The 2x 40 Ft. Flat rack COC Containers in one Lot / Material shall be reached to Chittagong Port, Bangladesh. The tentative date of the supply of material is as per Annexure-II.**
- ii) **The free detention period for the lot shall be 25 days from the date of handing over of documents after filing of IGM (as certified by the Engineer in charge of BHEL).**
- iii) **The total completion date for the subject work for all contractual purpose will be One Year or, up to the delivery of all containers to Maitree site whichever is later.**

The bids shall be submitted in two parts: (a) Technical bid (Part-I) and (b) Price bid (part-II).

1. **PART - I (TECHNICAL BID) Part- I:** The Techno-Commercial bid cover shall be submitted online and super scribed with **"TECHNO COMMERCIAL BID FOR TRANSPORTATION OF 2x40 Ft. Flat rack COC Container from Chittagong Port to Rampal Maitree site: Tender Ref. BHEL/HWR/CDX/ENQ/2122-008 Dated 22/02/2022**

and

PART - II (PRICE BID) Part- II: The second cover shall contain duly filled price bid as per Annexure-I. The rate quoted shall be firm during contract period. **Rates are to be quoted** in line with option exercised in the Technical bid.

2. The two covers i.e. Part-1 technical bid and Part-2 Price bid shall be kept separately. The cover shall be super scribed with **"QUOTATION FOR TRANSPORTATION OF in 2x40 Ft. Flat rack COC Container from Chittagong Port to Rampal Maitree site: Tender Ref. BHEL/HWR/CDX/ENQ/2122-008 Dated 22/02/2022 and Tender due date 04/03/2022.** These covers i.e., (1) Techno-Commercial bid and (2) Price Bid shall be submitted online at <https://eprocurebhel.co.in/nicgep/app> before 04/03/2022 by 1345 Hrs. Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any delay.
3. The Techno-Commercial bid shall be opened at 1400 Hrs. on the same day. The price bid of Technically & Commercially accepted bidders shall be opened on a subsequent date which will be intimated to all qualified bidders.
4. The prospective bidders who have downloaded the tender documents from our website are requested to send their acknowledgement and willingness to participate in the tender to the undersigned, through fax or email.
5. Offers should be strictly in accordance with the Tender Specifications and General Instructions to Tenderer enclosed herewith.
6. All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
7. Clarifications, if any, can be obtained from the undersigned but such requests should be submitted well before the due date for submission of tenders. Due date for submission and opening of tenders will not be extended on such grounds.
8. Please note that 'conditions of contract' clauses & other tender documents shall be governing and binding on the contractor.
9. Completion period of the work has been envisaged under best possible conditions. Any changes/ deviation during execution shall be dealt as per relevant clauses mentioned in general/ special conditions of contract.
10. *"In case this tender is awarded to first time contractor*, then the bidder shall be eligible to qualify for the next tender of similar work# of BHEL, HEEP; only after successful executing of 50% (fifty percent) of this work prior to the date of next tender (in which bidder desires to quote) and on satisfactory performance feedback by BHEL site In charge."*

* First time contractor: The bidder who have not successfully executed more than 50% (fifty percent) of awarded similar work by BHEL (HEEP/TBG/ ISG/Power Sector/Any BHEL Unit) in last 5 years from date of NIT.

The bidders who have taken any order from BHEL under 1st time category, and desires to further participate in BHEL tenders, needs to submit a certificate/ undertaking mentioning the reason of not

*executing 50% of awarded work, hence the criteria under 1st time bidder shall not be applicable to them.
The certificate/ undertaking shall be duly certified by Site in charge of BHEL
Similar work: Similar to nature of work of the tender under consideration.*

11. The Bidders are advised to visit to the location to have better understanding of job.
12. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
 - 12.1 Integrity commitment, performance of the contract and punitive action thereof:
 - 12.1.1 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.
 - 12.1.2 Commitment by Bidder/ Supplier/ Contractor:
 - 12.1.3 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.
 - 12.1.4 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.
 - 12.1.5 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 indulges 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”.
13. Also, offer of the bidders who are suspended (under hold/ delist) for business dealings by BHEL, HEEP shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.
14. BHEL Fraud Prevention Policy, "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
15. Technical Bid will be opened in the office of undersigned. If required, technical discussions will be held with only those bidders who have taken any deviations. Bidder's representative may be present during technical bid opening for technical discussion, if required. The price bids will be opened subsequently, after Technical Bids of all the bidders have been evaluated and frozen. Bidders should quote their most competitive rates

as there will not be any price negotiation. However, if felt necessary by BHEL, price negotiation will be held with lowest bidder (L-1) only. IT

WOULD BE PREFERRED THAT YOUR OFFER IS WITHOUT ANY DEVIATION w.r.t. TENDER SPECIFICATIONS AND THE SAME MAY BE CLEARLY MENTIONED ON THE COVERING LETTER ACCOMPANYING THE TECHNICAL BID. Offers with deviations are likely to be rejected. However, if the bidder insists on any technical or commercial deviations, from the specification and/or tender conditions, the price implication if any, of withdrawing the deviations must be submitted along with the price bid in a separate sealed envelope super scribed "Price Implication for withdrawal of deviations".

16. Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements (PQR) are eligible to quote against the above NIT. However, final acceptance of the bidder/ offer shall be subject to acceptance of our customer.
17. In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.
18. The purchase preference for central P.S. Us shall be given as per the prevailing Government policy.
19. Work schedule and the deployment of manpower and T&P resources committed by the contractor in their offer, to match the scheduled completion, shall be submitted by contractor and mutually agreed with site In-charge immediately after the award of work.
20. In case an offer is not being submitted by the prospective bidders against this tender, they may send their "regret" letter to this office, for information.
21. Details of qualifying work(s) executed by the bidder will be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the bidder will also be sought from the principal employer.
22. The bidder representative may be called for discussion with the committee. His originals may be verified by the committee. In addition to above their organisation chart and detail list of manpower, tools & plants and technically capability will be discussed and ascertained by the committee.

Thanking you,

Yours faithfully,
For and on behalf of BHEL,
Manager (CDX)

TO BE FILLED BY TENDERER

Certified that General Instructions and Information for tenderer have been read/ complied/ agreed to and each page of tender offer has been initialled and stamped.

(Signature of Tenderer)

Name and Designation of Authorised person (s)
Signing the tender on behalf of the tenderer.

Authorization of representative who will participate in the on line Reverse Auction Process:

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE / STATE / COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

BHARAT HEAVY ELECTRICALS LIMITED

Heavy Electrical Equipment Plant, Ranipur, Haridwar – 249403, India

CENTRAL DESPATCH DIVISION

Phone: 01334-281839

PRE-QUALIFYING REQUIREMENTS

SUB: Tender for “Custom clearance at Chittagong Port, Transportation of packages received in COC Container from Chittagong Port to Rampal Maitree site including port charges, demurrage charge (if any), Global Tax, VAT and charges if any for de-stuffing at port area and handing over of container to shipper/linear”.

Sealed Tenders (Under two part bid system) are invited from competent civil contractors for the subject work. Only those who are technically and financially capable to execute the Job and who fulfil the Prequalifying Requirements [PQR] given under are eligible to quote against the above NIT. Tenderers should submit their offer in a sealed envelope as per the procedure specified in tender documents. The PQR of contractor for tender submission shall be as under:

Sl. No.	Criteria	Description
A	Turn Over	Vendors should have a minimum average annual turnover of INR 1,33,500/- for last three fin. Years and should submit audited balance sheet and Profit & Loss Account Sheet of these years. In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self-certified copies of Balance Sheet, Profit & Loss account.
B	Similar Work	Vendor or his associate should have successfully executed “cargo clearance, custom clearance, port clearance and inland transportation in Bangladesh for export or import contracts” during last seven years ending on 31.01.2022 and should be either of the following i. Three similar jobs executed costing (except service tax/GST) not less than INR 1,78,000/- each OR ii. Two similar jobs executed costing (except service tax/GST) not less than INR 2,22,500/- each OR iii. One similar job executed costing (except service tax/GST) not less than INR 3,56,000/-

Note:

- The bidder shall submit the Contract Agreement/ Work Order/LOI, BOQ and performance/ completion/ execution certificate issued by Customer/ Contractor along with technical bid in support of qualification.
- The bidders must ensure that their customer must verify or confirm BHEL over mail about contract execution and BHEL reserves the right to reject the bid if confirmation is not received from Bidder's customer.
- BHEL reserves the right to seek additional documents to establish and proof the executed value like Invoice copy, Payment details, Tax details etc.
- Value of Customs duty, if included in customer order/executed value will not be considered for evaluation. Certificate from customer of exclusion of customs duty will be required verification.
- Self-certified Photocopy of contract(s) on bidder name along with satisfactory completion/Execution certificate from customer in respect of these Contracts. Details of the customer with email and office address are also required for verification.

6. The word 'executed' means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed. Executed value of work order shall be considered for evaluation against PQR.
7. In order to technically qualify in this tender, bidder should meet all criteria i.e. A & B mentioned above.
8. If the job is executed in the last seven years' period, as specified above (job mentioned at Sl. No. B), even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
9. BHEL shall not be responsible for any delay, loss, damage for bids sent by post.
10. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
11. Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
12. Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
13. If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
14. Bidder's selection is subject to approval of BHEL's customer for this work.
15. Restrictions under Rule no.144 (X1) of the General Finance Rule on Public Procurement-Dept. of Expenditure OM No.6/18/2019-PPD
 - (i) All provisions of order no. F.No..6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>). Any bidder from a country which shares a land border with India (except the countries to which the GoI has extended lines of credit or, in which the GoI has extended lines of credit or, in which the GoI is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annexure-I of the said order of DoE.
 - (ii) Any bidder from a country which shares a land border with India will be eligible to bid in this tender if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidder has to submit a certificate certifying following along with offer:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (...Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (...Name of bidder) fulfils all requirements in this regard and is eligible to be considered.
 - (iii) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India (except the countries to which the GoI has extended lines of credit or, in which the GoI is engaged in development projects for which list is available at <https://www.mea.gov.in/>) unless such contractor is registered with the Competent Authority
16. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, www.bhel.com, www.hwr.bhel.com and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

Section-I**PROJECT INFORMATION: -**

The information given here in under is for general guidance and shall not be contractually binding on the BHEL.
All relevant site data /information as may be necessary shall have to be obtained / collected by the Bidder.

- 1.0 Bharat Heavy Electricals Limited has been awarded the work of items listed at Annexure -II to Maitree project site in Bangladesh.
- 2.0 The customer is Bangladesh- India Friendship Power Company (Pvt.) Limited, Bangladesh. (BIFPCL)
- 3.0 The 2 x 660 MW MAITREE SUPER THERMAL POWER PROJECT is located in Moithara Village, Rampal Upazila, Bagerhat District, Bangladesh.

- 4.0 Approach to Site: -

The nearest town Khulna is at a distance of 23 km from project site.

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

- 5.0 **Contact details of BHEL's Officials: -**

a) CONTACT PERSON: FOR CONTRACTUAL ISSUES

S S Saluja

Manager (CDX)

ADM-3, HEEP, BHEL, Haridwar-249403

PHONE: 01334-281839

E-mail: ssaluja@bhel.in

Section-II**SCOPE OF WORK AND BILL OF QUANTITY****Scope of Work: - Please refer the description of the item at Annexure-II****Bill of Quantity: -**

S.No.	Description of Item	Unit	QUANTITY
1	Custom clearance at Chittagong Port, Transportation of packages received in 2x40 Ft. Flat rack COC Container from Chittagong Port to Rampal Maitree site including port charges, demurrage charge (if any), Global Tax, VAT and charges if any for de-stuffing at port area and handing over of container to shipper/linear.	No	2

Section-III

GENERAL INSTRUCTIONS AND INFORMATION FOR TENDERER

A.1.0: GENERAL INSTRUCTION

- A.1.1 **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- A.1.2 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., tenderer shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- A.1.3 In case the bidder submitted Turn over/Work order value in foreign currency then for evaluation purpose the exchange rate (TT Selling rate of SBI) as on the date of part –I bid opening shall be considered for conversion to INR. If the relevant day happens to a bank holiday, then the forex rate as on the previous (SBI) working day shall be taken.
- A.1.4 BHEL reserves the right to:
- (a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - (b) May ask for further clarification during techno commercial scrutiny of bids received.
 - (c) May ask for further proofs including TDS certificates/ Final bill/ payment detail for the said job for cross- verification.

A.2.0 PROCEDURE FOR SUBMISSION OF SEALED TENDERS

The bids shall be submitted in two parts: (a) Technical bid (Part-I) and (b) Price bid (part-II).

PART - I (TECHNICAL BID) Part- I: The Techno-Commercial bid cover shall be submitted online and super scribed with "TECHNO COMMERCIAL BID FOR TRANSPORTATION OF in 2x40 Ft. Flat rack COC Container from Chittagong Port to Rampal Maitree site: Tender Ref. BHEL/HWR/CDX/ENQ/2122-008 and shall contain following **mandatory requirements**: -

- a) Confirmation of meeting Pre-Qualification Requirements by enclosing the PQR requirement. All the supporting documents for Pre-Qualification requirements mentioned of Annexure-A (No originals to be enclosed).
- b) Duly signed & stamped copy of **tender document** and other enclosures i.e. all pages of their offer.
- c) EMD in Prescribed form for the amount mentioned in NIT.

- d) Complete set of tender documents duly signed on each page including unpriced "BOQ Cum Price Schedule" as your acceptance of the tender conditions & NIT in Toto.

The documents pertaining to EMD shall also be the part of technical bid and submitted along with Technical bid.

- e) **Transportation or any other charges shall NOT be mentioned anywhere in the Techno-Commercial Bid.** Price bid copy submitted with the technical bid should be a CANCELLED copy of the BLANK price bid only to confirm that the quote submitted by the bidder is as per the format of this NIT without any deviation and/or qualification
- f) **During evaluation of offers first Pre-Qualification Requirements(PQR) would be checked. In case, it is accepted by BHEL, then further scrutiny will be done and the case will be processed. In case PQR is rejected by BHEL, the technical offer will not be evaluated and the offer will be rejected.**

A.2.1 PART - II (PRICE BID) Part- II: The second cover shall contain duly filled price bid as per Annexure-I. The rate quoted shall be firm during contract period. **Rates are to be quoted** in line with option exercised in the Technical bid.

- a. Price bid shall contain transportation cost as per attached prescribed format (**Annexure-I**) only.
- b. Price bid cover shall super scribe with "**PRICE BID FOR TRANSPORTATION OF in 2x40 Ft. Flat rack COC Container from Chittagong Port to Rampal Maitree site: Tender Ref. BHEL/HWR/CDX/ENQ/2122-008.**" and shall contain duly filled price bid format for as per Annexure-I (attached).
- c. **If any bidder submits a combined bid or gives the price in Techno-Commercial bid, his offer is liable to be rejected.**
- d. Bidders shall quote the rates in English Language and international numerals. The rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- e. All entries in the tender shall either be typed or be in ink. Erasers, cutting and overwriting are not permitted and may render such tender liable to summary rejection. The Bidder shall duly attest all cancellations and insertions.
- f. In case of discrepancy in quoted rates following will be applicable.
- i) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; accordingly, and,
- ii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and above.

A.2.2 Both the above two covers i.e. Part-1 technical bid and Part-2 Price bid shall be kept separately. The cover shall be super scribed with "**QUOTATION FOR TRANSPORTATION OF in 2x40 Ft. Flat rack COC Container from Chittagong Port to Rampal Maitree site: Tender Ref. BHEL/HWR/CDX/ENQ/2122-008 Dated 22/02/2022 and Tender due date 04/03/2022.**"

These covers i.e., (1) Techno-Commercial bid and (2) Price Bid shall be submitted online at <https://eprocurebhel.co.in/nicgep/app> before 04/03/2022 by 1345 Hrs. **Offers received after due date & time shall be considered late and will be rejected. BHEL shall not be responsible for any delay.**

A.2.3 The Techno-Commercial bid shall be opened at 1400 Hrs. on the same day. The price bid of Technically & Commercially accepted bidders shall be opened on a subsequent date which will be intimated to all qualified bidders.

- a. The tenders received after the specified time of their submission shall be treated as 'Late Tenders' and shall not be considered under any circumstances.
- b. The tenderer shall closely pursue all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies/omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc. he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- c. Before submission of offer, the tenderer is advised to inspect the work & the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, sourcing of material and labour, means of transport and access to site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge on any of these conditions/ resources.
- d. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete acceptance thereof the information furnished shall be complete by itself.
- e. The tenderer must provide the registered e-mail of their registered office along with the addresses and authorised phone/mobile nos.

A.3.0 ADJUSTMENT PRICE DISCREPANCY (IES):

- A.3.1** Differences between the rates given by the tenderer in words and figures or in the amount worked out by tenderer in the price schedule and its summary, the same shall be adjusted in accordance with the following rules
- a) If, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

A.4.0 EVALUATION OF TECHNICAL BIDS

- A.4.1 Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- A.4.2 In case the same qualifying experience is claimed by more than one bidder due to subletting of work by main contractor to subcontractor (s) then following conditions shall be applicable.
- a) For labour + consumable contract without material and T&P:
Benefit of work experience shall be given to the subcontractor who has actually executed job and not to the contractor offloaded down the line.
 - b) For contract with complete scope i.e. with materials, T&P, labour and consumable:
 - i) Benefit of work experience shall be given to the subcontractor who has actually executed job and not to the contractor offloaded down the line.
 - ii) If the contractor offloads the labour and/or T&P portion only, Benefit of work experience shall be given to the main contractor and not to the subcontractor who has executed only as labour supply contractor
- The bidder's qualification shall be subject to submission of documentary proof. BHEL reserves the right to ask for further proofs including submission of TDS certificates/ for the said job
- A.4.3 In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates/ form 26AS /bills for the said job.
- A.4.4 Credentials of all the bidders participating in open tender will be scrutinized thoroughly by the nominated committee w.r.t. the pre-qualifying requirement for the tender.
- A.4.5 Details of qualifying work(s) executed by the bidder will be forwarded to the principle employer for verification of the work with respect to completion, commencement & completion date, scope and value of the work executed. Performance feedback of the bidder will also be sought from the principle employer.
- A.4.6 BHEL may conduct onsite verification of at least one of the qualifying work to verify completion of the work and evaluate capability and performance of the bidder.
- A.4.7 The bidder representative may be called for the discussion with the committee. His originals may be verified by the committee. In addition to above their organization chart and detailed list of manpower, tools & plants and technical capability may be discussed and ascertained by the committee.

A.5.0 EVALUATION OF PRICE BIDS

- A.5.1 Offers are evaluated on lowest cost to BHEL basis and L1 bidder (being lowest) will be decided on the lowest-cost-to BHEL basis of total rates quoted for TRANSPORTATION OF in 2x40 Ft. Flat rack COC Container from Chittagong Port to Rampal Maitree site: Tender Ref. BHEL/HWR/CDX/ENQ/2122-008 Dated 22/022022.

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender.

- A.5.2 RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their price cover along with applicable loading, if any, shall be considered for ranking.”

Reverse Auction will be conducted if two or more bidders are techno commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in price bid cover). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno-commercially. In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

- A.5.3 The lowest bidder in price bid cover shall be shown as current L1 automatically by the system. System shall have the provision to indicate this bid as current L1 for further bidding. This price can be displaced by an even lower bid of a competing bidder. If the start price is lower than the lowest price bid cover (in line with clause 8.0), on acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding. However, if no bidder accepts the start price, RA shall be treated as cancelled for the respective line item(s) and the tender shall be processed accordingly. In case of no further bidding, RA will be deemed to have been successful with current L1 bidder. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or price bid cover.

- A.5.4 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

In case of L1 position occupied by more than one bidder, effective L1 will be decided by soliciting discount from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discount, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Rank will be done accordingly. BHEL's decision in such situations shall be final and binding.

If quoted rates are high, negotiations may be conducted with L-1 bidder. The work shall be awarded to L-1 (being lowest) at quoted/negotiated rates only.

- A.5.5 The offers will be evaluated on the basis of total price basis (refer “BILL OF QUANTITY AND PRICE BID) as shown in the price bid.

- A.5.6 Reasons for rejection of the bid shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unconditional acceptance of LOI /LOA from the successful bidder

A.6.0 DOCUMENTS TO BE ENCLOSED:

Full information shall be given by the tenderer in respect of the following.

A.6.1 Tenders shall be signed by persons duly authorized/empowered to do so. An attested copy of the Power of Attorney to be submitted in all cases except where the sole proprietor is the signatory to the tender documents

A.6.2 PERMANENT ACCOUNT NUMBER:

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company / Firm / Individual Partners, etc. shall be furnished along with tender.

A.6.3 AUDITED BALANCE SHEET AND INCOME TAX RETURN:

Copy of Audited Balance sheets and income tax return for last three financial years (financial years as specified in PQR)

A.6.4 SOLVENCY CERTIFICATE:

If asked in NIT, bidder should submit solvency certificate (not older than 12 months from date of tender notification) issued by any scheduled bank.

A.6.5 DOCUMENT RELATED TO INCORPORATION OF BUSINESS ENTITY:**A.6.5.1 IN CASE OF INDIVIDUAL TENDERER:**

His/her full name, address and place & nature of business.

A.6.5.2 IN CASE OF PARTNERSHIP FIRMS:

The names of all the partners with address. A copy of the partnership deed/instrument of partnership duly certified by the Notary shall be enclosed.

A.6.5.3 IN CASE OF COMPANIES:

Date & place of registration including date of commencement certificate in case of Public Companies and the nature of business carried on by the company. Certified copies of Memorandum and Articles of Association are also to be furnished.

A.6.5.4 Offer forwarding letter over the letterhead

A.6.5.5 Declaration sheets (As per Prescribed format) over the letter head

A.6.6 No Deviation certificates (As per Prescribed format) over the letterhead

A.6.7 GST Registration certificate

All the data required to be enclosed with the tender need to be furnished neatly typed, signed & stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proof wherever necessary also need to be enclosed.

SECTION-IV**CONDITIONS OF CONTRACT**

The following terms and conditions shall form a part of the tender document.

1.0 EARNEST MONEY DEPOSIT

EMD for this Tender is Rs. 8,900 (Rupees Eight Thousand Nine Hundred only).

2.0 SECURITY DEPOSIT

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provision of the contract.

Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. **The total amount of Security Deposit will be 5% of the Contract Value.** The security Deposit should be furnished **before start of the work** by the contractor.

1. Mode of Security deposit:

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer, in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit is enclosed.
- iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL and duly discharged on the back.
- v) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL and duly discharged on the back).

(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)

a) Submission of Security Deposit:

- i) Bidder has to submit 100% of the Security Deposit, including the EMD, shall be submitted before start of work. 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.

If any relaxation in security deposit is given by customer to BHEL, the same will be pass on to bidder.

The bidder shall submit the Security Deposit within fifteen days from the award of contract or, before lifting of consignment whichever is earlier. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.

- ii) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or it shall be recovered from payment/s due to the Contractor.
- iii) 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, at the discretion of BHEL.
- b) The BG shall be submitted only through the Banker. Along with the BG, the Bank shall also furnish a letter of confirmation (in the prescribed formats enclosed with general conditions of contract).
- c) The validity of the Bank Guarantee furnished towards Security Deposit shall be up to six months more than the period of completion of work as stipulated in the LOI and the same will be kept valid by proper renewal till the completion of the work.
- d) BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

e) **Conditions for acceptance of bank guarantees**

Contractors are advised to obtain Bank Guarantee preferably from any of the following BHEL consortium banks

Sl. No.	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank of India	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Overseas Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan

10	Punjab National Bank		
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank

Bank Guarantees from Banks outside BHEL's consortium shall be as below:

The Bank Guarantees of all Public sector banks can be accepted (in addition to consortium banks)

The Bank Guarantees of Co-operative banks shall not be accepted.

Bank Guarantees of other than consortium bank and public sector bank can be accepted subject to an overall exposure limit (at New Delhi) of Rs. 10 crores for banks with net worth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given by the Bank at the time of submission of Bank Guarantees).

In case of private sector banks a clause to be incorporated in the text of Bank Guarantee that it can be enforceable by being presented at any branch of the bank.

In case of foreign vendors, the bank guarantees issued by foreign banks may be confirmed by our consortium bank in India.

In case of Bank Guarantees given by Non-Consortium banks (Private sector or Public sector), the Bank Guarantees are to be enforceable in New Delhi or the town/ city in which the sector office is located.

f) **RETURN OF SECURITY DEPOSIT:**

If the contractor duly performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "No demand certificate", returns properties belonging to BHEL, taken, borrowed or hired by him for carrying out the said works, and furnishes performance bond BG in the prescribed Performa as per ANNEXURE-J, Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this contract or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

- g) **Bank Account Details for submission of EMD/ Security Deposit through electronic fund transfer mode.**

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	Head of Material Management, Material Management Department, 4th Floor, Main Administrative Building, HEEP, Bharat Heavy Electricals Limited, Ranipur, Haridwar-249403
NAME OF BANK	SBI
NAME OF BANK BRANCH	Ranipur Haridwar
CITY	Haridwar
ACCOUNT NAME	BHEL HEEP COLLECTION A/C
ACCOUNT NUMBER	10667995458
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	SBIN0000586
SWIFT No.	SBININBB225(to transfer equivalent foreign currency)
MICR CODE	249002005

3.0 TERMS OF PAYMENT: -

- 3.1** 100 % all activities towards the shipment lot including freight shall be paid within 60 days of submission of following documents after discharge of cargo at the final destination i.e. 2x660 MW Maitree Super Thermal Power Project, PO-Kalekkharber, Union- Rajnager, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh and as certified by BHEL's Engineer in charge.

Following documents shall be required to be provided with contractor's bills for 100% Bill:

- (a) Three set of Freight Pre Paid B/L & Freight Invoice with following supporting documents (Original+ 2 Copies),
- (b) Export clearance documents like S/B, invoice, pkg. list, (c) Sailing report/Track report of shipping company or their agent.
- (d) Pre-shipment measurement report.
- (e) Copy of advance Cargo Arrival Notice given to the consignee.
- (f) Vessel Certificate
- (g) Scan Copy of Receiving issued on LR to transporters of BHEL site official (h) Statement of fact of berthing of the vessel at BHEL's Bangladesh Maitree site. (i) Certificate from discharge port agent / shipping line/ port authority confirming that all Packages are discharged as per BL.

- 3.2** In case of any delay in payment due to any reason, BHEL shall not pay any interest on delayed payment.

4.0 OVERALL PRICE VARIATION-

The quantities indicated in "Bill of Quantity" attached with the tender are indicative only and individual quantity may vary up to any extent. Unit price will be firm and no price escalation is payable throughout the execution / extended period of the contract.

The total contract value is subject to variations depending upon the actual requirement. However, total executed value should not exceed beyond 30% of total contract value.

5.0 TRANSIT LD /PENALTY FOR DELAY IN COMPLETION: -

Bidder shall be responsible to expedite the movement of consignment after same is received for shipment.

In case the bidder is unable to transport the cargo within the stipulated time as per the Customs circular and in case any penalty and interest, if any is levied the same shall be recoverable from the bidder.

Demurrage charges of container, port charges due to delay after handing over of documents (after IGM Filing) shall be deducted from Bidder's account.

Total transit period for transportation of container up to site and return back including handing over of container to shipper/linear are as follows:

- (i) 25 days from the date of handing over of documents after filing of IGM for containers which are yet to be arrived at Port and,
- (ii) 17 days from the handing over of last documents by BHEL for containers which are already available at port.

For delays in days beyond the above mentioned transit period shall be 2/7% per day, limited to a maximum of 15% of the total freight amount / charges for each lot of cargo.

6.0 TAXES & DUTIES**6.1 IMPORT DUTIES**

6.1.1 Bidder 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. Also Regulatory Duty (RD), Advance Trade VAT (ATV) & AIT are exempted / not applicable.

Any documentation needed for availing of Duty Free Imports will be submitted by the bidder in reasonable time having regard to the time for delivery of the work and the time for completion.

6.1.2 However, if any of the taxes as mentioned above are paid by the bidder 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 bidder shall obtain prior approval of BHEL before deposition of such taxes.

- 6.1.3 Temporarily imported erection materials, machineries and spare parts during construction period of Project are exempted from payment of Customs Duty and VAT. Such items shall be exported within six months from the commercial operation date. Documentation for the same to be submitted / maintained by the bidder.
- 6.1.4 Any Taxes for exporting material from source country & as applicable in the source country shall be on bidder's account. However, bidder 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 bidder may take into account the benefit of above provisions, as the cost of input to the bidder will be net of such taxes and adjust their offer price accordingly to make it more competitive.

6.2 Bangladesh VAT

- 6.2.1 All Import in Bangladesh for MSTPP shall be in the name of BIFPCL and such imported material shall be exempted from payment of Custom Duty and VAT. However, any other taxes/ duties/ cess/VAT on C&F charges/river dues/global tax etc. if applicable shall be paid by Bidder. The Bidder / his overseas associate must be well versed in customs clearance / import documentation procedures in India as well as Bangladesh and has to do advance liaison work with BIFCPL & relevant Bangladesh Govt. Departments / Customs / BHEL Site office etc and keep the necessary customs clearance paper work ready (also arrange for translations etc) before cargo arrival to avoid detention / demurrage. Custom Duty is exempted for the imports to this project in Bangladesh and the Bidder should do the necessary coordination/liaison work to get the **Duty Exemption Certificate** in time with them without any delay.) Arrange timely customs clearance of cargo at Discharge Port. Bidder has to take-up with concerned statutory bodies/agencies such as BHEL site office, BHEL Dhaka office, BPDB, Custom office at Dhaka, Khulna, Chittagong or at site, customer offices at Dhaka/site including any ministerial coordination, if required, to arrange all document to obtain Exemption certificate and arrange custom clearance of the cargo
- 6.2.2 If cargo of any description is declared as non-exempted item for Duty and VAT by Bangladeshi custom, the contractor has to do all necessary coordination with BHEL Dhaka office/BIFPCL for necessary documents like bond etc. in lieu of duty required to be submitted in Bangladesh customs for clearance and further transportation till site.
- 6.2.3 Bidder shall note that the Tax Invoice complying with Rule 16(1) of the Value Added Tax Rules, 1991 must contain the 'Bill to' and 'Ship to' details as below:

BHEL Bangladesh VAT Regn. No. **00761853**
Bharat Heavy Electricals Limited
2x660 MW Maitree Super Thermal Power Project, Moidara Village,
Rampal Upazila, Bagerhat District, Bangladesh

6.3 VALUE ADDED TAX DEDUCTION AT SOURCE:

- 6.3.1 BHEL will not deduct any VAT from Bidder's Gross Bill and such bidder need not to load any Output VAT in Bidder's quoted price

6.4 INCOME TAX DEDUCTION AT SOURCE:

- 6.4.1 Bidder should have valid 12-digit TIN number in Bangladesh prior to start of work.
- 6.4.2 Advance Income Tax (AIT) under the Income Tax Ordinance, 1984 (and rules made thereunder) shall be deducted at prevailing rates on Gross Invoice value from the bills unless Exemption Certificate from the appropriate authority/ authorities is/ are furnished under Income Tax Laws of Bangladesh
- 6.4.3 Since payment shall be made in Bangladesh. Bangladesh Income Tax (AIT) shall be deducted, if applicable.
- 6.4.4 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.
- 6.4.5 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 & Import Duties) 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.
- 6.4.6 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.
- 6.4.7 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.
- 6.4.8 E-Invoicing under GST is being implementing w.e.f. 01.04.2021 for all the taxable persons having turnover more than Rs. 50 Cr. It has been specified by the Govt. that it is mandatory to mention a valid unique invoice reference no. (IRN) and QR code as generated from govt. portal on a tax invoice. Based on such information, GST ITC as claimed by BHEL in GST returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing system.

7.0 OVER RUN CHARGES-

No overrun charges are payable under the contract.

8.0 SECURED ADVANCE: -

No advance on materials shall be payable under the contract.

9.0 PRICE VARIATION.

Prices will be firm for total contract period and extended period, if any, and no price escalation / price variation will be applicable.

10.0 VALIDITY OF OFFER

The offer shall be kept open for acceptance for a minimum period of four months from the date of opening of tenders. In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderer.

11.0 COMMENCEMENT OF WORK: -

The Bidder shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOA and shall proceed with the same with due expedition without delay. If the Bidder fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regards.

Before arrival of the carrier, the Bidder will inspect the cargo available in Port whether under the custody of the Bidder or BHEL or its supplier or any other authorized representative and ensure its sea worthiness. Any deficiency in this regard shall be brought to the notice of BHEL in writing suggesting remedial measures to enable BHEL to make it sea worthy. Alternatively, such action can be taken by the Bidder after obtaining written approval of BHEL to the action as well as to the cost. Such cost incurred by the Bidder shall be reimbursed by BHEL to the Bidder, if agreed.

The Bidder shall also intimate BHEL in writing about the documents required for loading of the cargo on the carrier. He will be responsible for examination of all the required documents before arrival of the carrier and any discrepancy in the same shall be attended to by the Bidder /BHEL in time to ensure loading on the carrier arranged by the Bidder.

12.0 DETENTION OF CARRIER: -

It will be the responsibility of the Bidder to ensure that all the declared and available cargo is loaded on the carrier and unloaded from the carrier in time without its detention. If the carrier is detained without any written request from BHEL, the Bidder shall be fully responsible for detention of the carrier and BHEL shall in no way be liable to pay any detention charges whatsoever.

In case of non-availability of Barges to receive heavy lifts directly from Vessel on its arrival at load port /discharge port, the detention charges of stoppage of vessel at port of origin will have to be borne by the bidder.

For loading /unloading of cargoes on to/from wharf, the availability of Hydraulic axles is essentially required at the time of arrival of vessel. Due to non-availability of required Trailers/tools & equipment's the trucking & terminal handling charges will be to bidder's Accounts.

13.0 OBSERVANCE OF LOCAL LAWS: -

The Bidder shall comply with all Laws, Statutory Rules, and Regulations etc. The Bidder shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned

Authorities as may be required under law of load port country / transit country/ discharge port country for smooth execution of the Contract.

The Bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be levied on account of any of the operations connected with the execution of this contract in load port country/transit country/ discharge port country.

The Bidder shall be responsible for the proper behaviour and observance of all applicable regulations by the staff employed in load port country/transit country/ discharge port country.

14.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

All safety rules, codes applied by BHEL/its customer at site shall be observed by the Bidder and his workmen without exception. The Bidder shall be responsible for the safety of the equipment/materials and work to be performed by him.

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to property. If the bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, bidder shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the contractor.

The Bidder shall insure his workmen against all accidents and the policy shall be presented to BHEL on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person during execution of the contract due to lapses by the bidder, the victim and/or his/her dependents shall be compensated by the bidder as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on bidder and recover the same from payments due to the bidder for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the bidder for presenting his case. The above safety conditions are not exhaustive but give an idea for the bidder and bidder shall adhere to all safety precautions warranted for the execution of the contract.

The Bidder shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time related to execution of this contract. Bidder shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.

15.0 INSURANCE: -

Bidder shall arrange the Insurance of materials for material handling at Chittagong Sea Port, transportation from Chittagong Sea Port to Rampal Maitree site handing over the material at Rampal Maitree site and up to return back of containers to liner/shipper.

The Bidder shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Bidder or his employees or any other person engaged.

The Bidder shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.

If due to Bidder's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance

claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Bidder.

**16.0 RESPONSIBILITY OF CONTRACTOR IN RESPECT OF STATUTORY RULES / REGULATIONS
PERTAINING TO BOWC.**

It shall be mandatory for the contractor to comply with Building and Other Construction Worker (Regulation of Employment and Conditions of Service) Act, 1996 and Rules of 1998 read with Building and other Construction Workers welfare Cess act, 1996 and Cess Rules.

It shall be the sole responsibility of the contractor to apply for a license to the Competent Authority under the Building and Other Construction Worker (Regulation of Employment and Conditions of Service) Act, 1996 and Rules of 1998 read with Building and other Construction Workers welfare Cess act, 1996 and Cess Rules and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of license / permission to BHEL within 2 months from date of start of work at site or along with 1st RA bill whichever is earlier.

It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building or construction workers) engaged by the sub-contractor during the preceding month.

The onus shall lie on the contractor to register with the authorities and provide the details of the amount remitted to the authorities. In case the contractor fails to comply with the BOCW act, no payments shall be released to the contractor.

In case the customer owns the responsibility of compliance of BOCW act and deducts the amount from BHEL, the same shall be deducted from the RA bills of the contractor.

In the event of any penalty or other implication due to non-compliance of statutory obligation the same shall be on contractor's account.

17.0 Delay and Extension of Time: -

If, in the opinion of the Engineer, the work is delayed

- (i) by reason of abnormally bad weather, or
- (ii) by reason of serious loss or damage by fire, or
- (iii) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (iv) by delay on the part of the agency or tradesman engaged by the BHEL in executing work not forming part of the contract, or
- (v) By reason of any other cause which in the absolute discretion of the Engineer is beyond the contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work of the contract as whole. Such extension which will be communicated to the contractor by the Engineer in writing shall be final and binding on the contractor. No other claim in this respect for compensation, idle labour or otherwise howsoever is admissible. Upon the happening of any such event causing delay the contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.

(vi) In case of delay in completion of work BHEL reserve the right to grant time extension under the following options depending upon the performance of the vendor:

- a. Time extension without levy of LD in case it is found that delay is not attributable to the vendor
- b. Time extension with deduction of applicable LD in line with Liquidity Damage clause if the delay is solely attributable to the vendor.
- c. In case facts of delay is not settled, BHEL reserve the right to grant provisional time extension for delay in completion of total work or part thereof and running/ interim payments to the vendor will be released without deduction of LD subject to submission of additional Bank guarantee equivalent to maximum LD amount valid till completion of work under their scope and grant of final time extension.

During provisional time extension period ORC/ PVC shall not be payable to the contractor. The Final Delay analysis shall be prepared on completion of the work. In case of delay is not attributable to contractor as per final delay analysis the ORC/ PVC shall be released along with the final bill without any interest charges attributable to BHEL.

In case of delay attributable to contractor, LD shall be deducted for that period in line with clause "Compensation/ LD/ Penalty for delay in execution" of conditions of contract and balance ORC/ PVC (if any) shall be released along with the final bill without any interest charges attributable to BHEL.

PVC/ ORC shall be governed by respective clauses in the NIT.

18.0 RIGHTS OF BHEL

BHEL reserves to itself the following rights without entitling the Vendor for any compensation

- a) To get the work done through another agency at the risk and cost of the Vendor, in the event of poor progress, or the vendor's inability to progress the work for completion as stipulated in the Contract, poor quality of work, persistent disregards of instructions of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfilment of any contractual obligations etc. and to claim/recover compensation for such losses from the vendor from Security Deposit/other dues.
- b) To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of construction and get it done through other agency to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion period due to other emergent reasons/BHEL's obligations to its customer.
- c) To terminate the contract after due notice and forfeit Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/penalty in the events of
 - i) Vendor's continued poor progress.
 - ii) Withdrawal from or abandonment of the work before completion of the work.
 - iii) Corrupt or illegal act of the Vendor.
 - iv) Insolvency of the Vendor.
 - v) Persistent disregard of the instructions of BHEL.
 - vi) Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - vii) Non-fulfilment of any contractual obligations.
- d) To recover any moneys due from the Vendor, from any moneys due to the vendor under this or, any other contract or from the Security Deposit.
To recover additional cost incurred in execution of work along with BHEL overhead (i.e. @ 5% of executed value of such work) in case BHEL has decided to execute the work at risk & cost of the contractor. The work can be executed either directly by BHEL or through another agency.

- e) To claim compensation for losses sustained in case of termination of Contract and to levy Liquidated Damage/Penalty for delay in completion of work.
- f) To terminate the Contract or to restrict the quantum of work and pay only for the portion or work done in case BHEL's contract with its customer is terminated/ altered/ deferred/ disputed/ frustrated for any reasons.
- g) To effect recoveries from any amounts due to the vendor under this or any other contract or in any other form the moneys which BHEL is forced to pay to anybody due to vendor's failure to fulfil any of his obligations.
- h) To restrict or increase the quantity and nature of work to suit project requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.
- i) While every endeavour will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The vendor will not be entitled to any compensation/extra payment on this account. No idle charges will be payable by BHEL in any case.
- j) In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Vendor.

19.0 CONSEQUENCES OF CANCELLATION:

Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work, the work may be got completed by any other means at the vendor's risk and cost provided that in the event of the cost of completion (as certified by the BHEL's Engineer which shall be final and binding on the vendor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the money due to the Vendor under the Contract, the Vendor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the vendor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

20.0 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:

The Contract shall be governed by the Law for the time being enforced in the Republic of India. The Civil Court at Delhi having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

21.0 FORCE MAJEURE:

The following shall amount to force majeure conditions:

- 21.1 Acts of God, Act of any Government, war, sabotage, riots, civil commotion, Police action, revolution, flood, fire cyclone, earthquake, epidemic and other similar causes over which the vendor has no control.
- 21.2 If the vendor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time in consultation and after agreement of BHEL's clients/owner, provided that on the occurrence of any such contingency, the Vendor

immediately reports to BHEL in writing the causes of delay. The Vendor shall not be eligible for any compensation on this account.

22.0 REQUIREMENT OF PERFORMANCE: -

All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Bidder at his own cost. Any contingency arising in this respect shall be the responsibility of the Bidder. Also the Bidder shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.

The contract as entered into between BHEL and the Bidder shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

The Bidder shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Bidder shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and lashing at his own cost.

All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Bidder at his own cost.

Any information / documents like route survey reports, third party approvals given to BHEL shall not in any way absolve or relieve the Contractor from any of his obligation, responsibility, or liability as per scope of work.

The Bidder shall be liable for any defects in the construction of any part of the Works, where such defects are due to any bad workmanship, the use of defective or inferior quality materials, error, omission, or negligence of the Contractor.

The Contractor shall be liable for the consequences of faulty design and specifications, lack of care and negligence for that part of the Works, which was designed and specified by the Contractor for the period specified. The Contractor shall keep the Employer fully and effectively indemnified against all legally enforceable losses, damages, injuries, deaths, actions, proceedings, claims, demands and all associated costs suffered by the Employer or any third party.

23.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION: -

Bidder shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

Bidder shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract.

Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the

conduct of operations and the information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

24.0 Model Conciliation Clause for Conducting Conciliation Proceedings Under The BHEL Conciliation Scheme, 2018

The Parties the if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which terms shall means and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the parties unable to settle mutually), arise inter-se the Parties, the same may, be refereed by either party to conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

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.

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 Annexure-A to this GCC.

The Annexure-A together with it's appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC."

25.0 ARBITRATION:

- (i) Except as provide 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 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 Unit/Region/Division issuing 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 New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause above, the court at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

- 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 except where the contract has been terminated by either Party in terms of this contract.
- (ii) In the event of 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 as mentioned in DPE OM No.4(1)/2013DPE9GM)/FTS-1835 dated 22.05.2018.

26.0 FACILITIES PROVIDED TO MSEs

- (i) Following facilities shall be provided to MSEs
- a) Exemption from submission of EMD
- (ii) "MSE suppliers can avail the intended benefits only 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 or or EM-II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 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.

BANK GUARANTEE BOND

BG against Award of Work/ Agreement dated/...../..... in respect of Tender No. In consideration of the Bharat Heavy Electricals Limited,Division (hereinafter called 'the Company') having agreed to exempt (hereinafter called 'the said Bidder' which term includes 'Suppliers' for the purpose of this Bond) from the demand under the terms and conditions of an Agreement dt.made between andfor (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said bidder of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees..... only).

1. We, (Indicate the name of Bank) (Hereinafter referred to as 'the Bank') at the request of (Bidder(s)) do hereby undertake to pay to the Company an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Bidder(s) of any of the terms and Conditions contained in the said Agreement.
2. We, (Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Bidder(s), of any of the terms or conditions contained in the said Agreement or by reason of the bidder(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.
4. We, (Indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said/ agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... office/department/division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all the liability under this guarantee thereafter.
5. We, (Indicate the name of Bank), further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidders) from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said bidders and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said bidder(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not discharge due to the change in the constitution of the Bank or the bidder(s).
7. We, (Indicate the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the..... day of

For (Indicate the name of Bank)

ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. 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 herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.

9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.

10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.

11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.

12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.

13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.

16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.

17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.

18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.

19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.

20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a. On the date of signing of the Settlement agreement by the Parties; or,
- b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
- e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores.</p> <p>Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.

Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.

25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.

26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.

27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.

30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:

- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
- b. admissions made by the other party in the course of the Conciliator proceedings;
- c. proposals made by the Conciliator;
- d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 2 to BHEL Conciliation Scheme, 2018**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Format 3 to BHEL Conciliation Scheme, 2018
FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTI
UM PARTNERSFOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly, we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor
Name, with designation
Date

Format 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC
BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

SI. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

Annexure-I

Name of Project : BIFPCL Maitree

Name of Work : Custom Clearance & Transportation of COC containers at Chittagong Sea Port.

S.No.	Description of Item	Unit	QUANTITY	NIT RATE (INR)	AMOUNT (INR)
1	Custom clearance at Chittagong Port, Transportation of packages received in COC Container from Chittagong Port to Rampal Maitree site including port charges, demurrage charge (if any) ,Global Tax, VAT and charges if any for de-stuffing at port area and handing over of container to shipper/linear	No.	2		
TOTAL AMOUNT					

ANNEXURE-II

2x660 MW MAITREE PROJECT COC Containers List							
S.N O	Project Name	ITEM DESC	CFR / FOB	Type of Container	Type of Contain ers	No of contain er	Expected date of shipment
				SOC / COC			
1	MAITREE STPP SITE	Oil Module	CFR Chitt agon g Sea Port	COC container in One Lot	40 Ft FR	1 No	At the earliest
					40 Ft FR	1 No	At the earliest
					Total	2 No	

Note-

- 2x 40 ft Flat Rack COC Container in One Lot
- Tentative/Prelim, container wise packages details are a under:
- 8340x3580x3850 mm – 1Pkg -23370 Kg
- 4400x2330x2800mm- 1 Pkg-12680 Kg
- Value of Goods being exported- EU4,61,840/-

FORMAT OF NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

REF.....

Date.....

**Head of Material Management,
Material Management Department,
4th Floor, Main Administrative Building,
HEEP, Bharat Heavy Electricals Limited,
Ranipur, Haridwar-249403**

Sub.: Tender for Custom clearance at Chittagong Port, Transportation of packages received in COC Container from Chittagong Port to Rampal Maitree site including port charges, demurrage charge (if any), Global Tax, VAT and charges if any for de-stuffing at port area and handing over of container to shipper/linear

TENDER NO.: - BHEL/HWR/CDX/ENQ/2122-008

Dated:22/02/2022

Dear Sir,

With reference to above, this is to confirm that as per tender conditions, we have visited subject 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 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. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

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

Thanking you,

Yours faithfully,

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

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)

REF.....

Date.....

To,
Head of Material Management,
Material Management Department,
4th Floor, Main Administrative Building,
HEEP, Bharat Heavy Electricals Limited,
Ranipur, Haridwar-249403

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 Proprieter/Partner(s)/Director(s) employed in BHEL

Tick (✓) any one as applicable:

1. The Proprieter, 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 Authorised 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.

AUTHORISATION LETTER**FOR E-PAYMENT / ELECTRONIC FUNDS TRANSFER (EFT) / RTGS
(PLEASE FILL UP THE FORM IN CAPITAL LETTERS ONLY.)**

TYPE OF REQUEST (v One)	<input type="text"/>	CREATE	<input type="text"/>	CHANGE
BHEL Vendor / Supplier Code	<input type="text"/>			
Company's Name	<input type="text"/>			
Address	<input type="text"/>			
	<input type="text"/>			
City	<input type="text"/>	<input type="text"/>		
Pincode	<input type="text"/>	<input type="text"/>		
State	<input type="text"/>	<input type="text"/>		
Contact Person(s)	<input type="text"/>			
Telephone No. FAX No. e-mail id	<input type="text"/>	<input type="text"/>		
	<input type="text"/>	<input type="text"/>		
1 Bank Name	<input type="text"/>	<input type="text"/>		
2 Bank Address	<input type="text"/>	<input type="text"/>		
3 Bank Telephone No.	<input type="text"/>	<input type="text"/>		
4 Bank Account No.	<input type="text"/>	<input type="text"/>		
5 Account Type	<input type="text"/>	<input type="text"/>		
6 Bank's Branch Code	<input type="text"/>	<input type="text"/>		
7 Bank Swift Code	<input type="text"/>	<input type="text"/>		
(applicable to EFT Only)	<input type="text"/>	<input type="text"/>		
8 Bank MICR/IFSC Code	<input type="text"/>	<input type="text"/>		
9 Enclose Blank cancelled cheque	<input type="text"/>	<input type="text"/>		
	<input type="text"/>	<input type="text"/>	<input type="text"/>	

DECLARATION

- (1) I as representative / owner of the above named company, hereby authorize BHEL HEEP, Ranipur, HARIDWAR to electronically make payments to the designated bank account. I hereby certify that the particulars given above are true, complete and correct.
- (2) If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- (3) This authority remains in full force until BHEL, HEEP, Ranipur, Haridwar receives & acknowledge written notification requesting a change or cancellation.
- (4) I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under E-payment / EFT/RTGS.

Date:**Authorized Signatory
Designation****Company Seal****Verification by Bank**