



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

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

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

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

1.0 Salient Features of NIT:

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHEL:MSTPP:ACCOM:CONH:20:11:01	Date: 26/11/2020.
ii	Broad Scope of job	PACKAGE CNH-1 : PROVIDING AND INSTALLATION OF 40FEET STANDARD STEEL FURNISHED CONTAINER ACCOMODATION ON RENTAL MONTHLY HIRE BASIS CONFORMING TO RELEVANT BD OR EQUIVALENT INTERNATIONAL CODE FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH	
iii	Issue of Tender Documents	<i>From BHEL website (www.bhel.com) & CPP PORTAL)</i> Tender documents can be downloaded from website till due date of submission. Start date 26/11/2020.	Applicable
iv	DUE DATE & TIME OF OFFER SUBMISSION	Date: 03/12/2020, Time: 15-00 Hrs BST, Place : BHEL/RAMPAL/BAGERHAT/BANGLADESH (Offer to be submitted through conventional hard copy bid submission)	Applicable
v	OPENING OF TENDER	Techno-commercial offer will be opened on same day (03/12/2020) at 16-00 Hours BST for which bidder may depute representative. Bidders are requested to visit website for viewing Tender Change Notice (TCN) / Corrigendum etc. informing any change before submitting the tender. Bidder may depute representative to witness the opening of tender.	Applicable
vi	EMD AMOUNT	NIL	Not Applicable
vii	COST OF TENDER	NIL	Not Applicable
viii	LAST DATE FOR SEEKING CLARIFICATION	Date: 01/12/2020 <i>Along with soft version also, addressing to undersigned (in email) as per contact address given below</i>	Applicable
ix	SCHEDULE OF Pre Bid Discussion (PBD)	<i>(In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)</i>	
x	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	IP SHALL BE APPLICABLE . DETAILS OF IEM IS AS UNDER NAME : Shri D.R.S Chaudhary, IAS (Retd.) ADDRESS: E-1/164, Arera Colony Bhopal - 462016 (M.P.) EMAIL: dilip.chaudhary@icloud.com & NAME : Mrs. Pravin Tripathi, IA & AS (Retd.)	Not Applicable

		ADDRESS: D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi - 110 068 EMAIL: pravin.tripathi@gmail.com	
xi	Latest updates	--	<i>Shall be intimated to bidder</i>

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

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

4.0 DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:

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

BID SUBMISSION:

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

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

COVER NO	SHALL CONTAIN FOLLOWINGS:
COVER-I (TECHNO- COMMERCIAL BID)	<ul style="list-style-type: none"> i) Covering letter of offer. ii) Pre-qualifying documents with all credential documents. iii) Demand Draft etc. towards Cost of Tender (if applicable). i) Un-priced price schedule mentioning only 'QUOTED' / 'UNQUOTED' against each item as per tendered format. ii) Duly filled all annexures iii) References of subsequent correspondences, if any iv) Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. v) Copy of Tender change notice (TCN), if applicable. vi) All supporting documents/ Annexures etc. as applicable. vii) NIT pages along with all volumes/parts of the tender (all pages) viii) No deviation certificate in bidders letterhead as per format given. ix) PART-D : General Terms & Conditions of Reverse Auction
COVER-II (PRICE SCHEDULE)	<ul style="list-style-type: none"> i) Copy of covering letter given in Cover-I ii) Duly filled in Price Schedule (as per tender format).

The above two Envelope are to be closed in a Big Envelope of COVER-III

SPECIAL NOTE:

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

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

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

C) Integrity Pact

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/Contractors are

handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

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

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

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

Note :

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

Details of contact person:

Name : Rajib Nath / DGM
 Deptt : Maitree STPP
 Address : BHEL Site Office, Maitree STPP
 PO-Kalekharber, Union-Rajnagar, Upajila-Rampal
 Bagerhat-9343, Bangladesh
 Phone : +8801730593242
 Email : rajibnath@bhel.in

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

errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.

11.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.

12.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.

13. The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

14. While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.

15. Deleted.

16. Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
17. *Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.*
18. Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
19. *If it is found that L1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).*
20. The Bidder shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
21. The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
22. The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
23. The bidder may have to produce original document for verification if so decided by BHEL.

24. Suspension of Business dealings with Suppliers/ Contractors: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-A.

25. Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:-

- i) Amendments/Clarifications/Corrigenda/Errata/Tender change notice (TCN) etc. issued in respect of the tender documents by BHEL
- ii) Notice Inviting Tender (NIT)
- iii) Price Schedule
- iv) Special Conditions of Contract (SCC) – PART-C
- v) General Conditions of Contract (GCC) – PART-B

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

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

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

for BHARAT HEAVY ELECTRICALS LTD

DGM/ Maitree STPP

Agency	Contact details	
BHEL, PSER, Maitree STPP Bangladesh	Address	2x660 MW Maitree Super Thermal Power Project, PO-Kalekkharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh
	Phone no	+8801700766664
	E-mail	rajibnath@bhel.in

Enclosures:

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

ANNEXURE-I
PRE QUAIFICATION CRITERIA

JOB	PACKAGE CNH-1 : PROVIDING AND INSTALLATION OF 40FEET STANDARD STEEL FURNISHED CONTAINER ACCOMODATION ON RENTAL MONTHLY HIRE BASIS CONFORMING TO RELEVANT BD OR EQUIVALENT INTERNATIONAL CODE FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH
TENDER NO	BHEL:MSTPP:ACCOM:CONH:20:11:01

SL NO	CRITERIA
1.0	FINANCIAL CRITERIA
1.0 (a)	BIDDER SHOULD HAVE TAX CLEARENCE OR AUDITED REPORT OR CA CERTIFIED FINANCIAL STATEMENTS FOR THE LAST THREE (03) YEARS (2016-17,2017-18 & 2018-19).
2.0	GENERAL CRITERIA
2.1	BIDDER SHOULD HAVE EXECUTED SIMILAR WORKS OF SUPPLYING AND INSTALLATION OF FURNISHED STEEL CONTAINER WORKS IN BANGLADESH DURING THE LAST 7 (SEVEN) YEARS, ENDING ON THE LATEST DATE OF BID SUBMISSION. RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.
3	CONSORTIUM BIDDING IS NOT ALLOWED.
4	THE BIDDER SHOULD HAVE VALID TIN NO , BIN & TRADE LICENSE.OF BANGLADESH RELEVANT COPY OF DOCUMENT TO BE SUBMITTED.

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

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

Sub	No Deviation Certificate.	
Job	PACKAGE CNH-1 : PROVIDING AND INSTALLATION OF 40FEET STANDARD STEEL FURNISHED CONTAINER ACCOMODATION ON RENTAL MONTHLY HIRE BASIS CONFORMING TO RELEVANT BD OR EQUIVALENT INTERNATIONAL CODE FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH	
Ref	1.0	TENDER NO. BHEL:MSTPP:ACCOM:CONH:20:11:01 Date: 26/11/2020
	2.0	Other references (if any).

Dear Sir,

With reference to above tender, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and Conditions) and we offer our unqualified acceptance of the same.

We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void.

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

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

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

Thanking you,

Yours faithfully,

(Signature of bidder with Seal)

ANNEXURE-IIIFORMAT FOR SEEKING CLARIFICATION

JOB		PACKAGE CNH-1 : PROVIDING AND INSTALLATION OF 40FEET STANDARD STEEL FURNISHED CONTAINER ACCOMODATION ON RENTAL MONTHLY HIRE BASIS CONFORMING TO RELEVANT BD OR EQUIVALENT INTERNATIONAL CODE FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH		
TENDER NO		BHEL:MSTPP:ACCOM:CONH:20:11:01 Date: 26/11/2020		
Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following: --</p> <p>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</p> <p>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</p> <p>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</p> <p>The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.</p>
1.3	Deleted

1.4	Banning across BHEL shall be imposed in following cases, if
1.4.1	<ul style="list-style-type: none"> i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) "Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL." iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.

1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.
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Note: Above shall be applicable along with [Guidelines for “Suspension of Business dealings with Suppliers/ Contractors”](#) available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

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

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

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

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

Tick (✓) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

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

PRICE BID

PACKAGE CNH-1 : PROVIDING AND INSTALLATION OF 40FEET STANDARD STEEL FURNISHED CONTAINER ACCOMODATION ON RENTAL MONTHLY HIRE BASIS CONFORMING TO RELEVANT BD OR EQUIVALENT INTERNATIONAL CODE FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH

SR NO	ITEM	UNIT	TOTAL CONTAINER MONTH	UNIT RATE PER MONTH / CONTAINER EXCLUDING ALL TAXES (MONTHLY RENTAL HIRE CHARGE) IN BDT	TOTAL RATE FOR 15 CONTAINERS FOR 18 MONTHS EXCLUDING ALL TAXES IN BDT
1	2	3	4	5	6=5x4
1	Supply and installation of furnished 40feet standard container (ON MONTHLY HIRE BASIS)as per specification and drawing laid in the contract with installation of required wooden /steel furnitures,insulated false ceiling,wall insulation , floor tiles,toilet ,complete supply and installation of electrical and plumbing works complete in all respect up to the satisfaction of Engineer In Charge.The consideration of 15 Nos Container for 18 months.	MONTH	270		
	GRAND TOTAL				

BDT IN WORDS :

NOTE:

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

7. Bidder's quoted rate/price shall remain firm for offer validity period & supplies.
8. BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate/ optional items with respect to lowest rate (amongst participating bidders), before placement of order.
9. Any other document submitted by by bidder) in price bid/schedule apart from tendered price bid/schedule shall not be taken into cognizance for evaluation of offer. Any modification in price bid/schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.
10. Bidder to execute the job and ensure the supply in conformance with the specifications and drawings attached with the tender.
11. Bidder shall be provided RFC drawings and specifications for supply and installation for rental on hire basisi.
12. The Bidder shall visit the site prior to submission of the tender to see the actual condition of the site.

SIGNATURE OF THE BIDDER WITH SEAL & DATE

UNPRICED PRICE BID

PACKAGE CNH-1 : PROVIDING AND INSTALLATION OF 40FEET STANDARD STEEL FURNISHED CONTAINER ACCOMODATION ON RENTAL MONTHLY HIRE BASIS CONFORMING TO RELEVANT BD OR EQUIVALENT INTERNATIONAL CODE FOR 2X660 MW MAITREE , RAMPAL PROJECT , BANGLADESH

S. N.	Description of item	Unit	TOTAL CONTAINER MONTH	UNIT RATE PER MONTH / CONTAINER EXCLUDING ALL TAXES (MONTHLY RENTAL HIRE CHARGE) IN BDT	TOTAL RATE FOR 15 CONTAINERS FOR 18 MONTHS EXCLUDING ALL TAXES IN BDT
1	2	3	4	5	6=5x4
1	Supply and installation of furnished 40feet standard container (ON MONTHLY HIRE BASIS)as per specification and drawing laid in the contract with installation of required wooden /steel furnitures,insulated false ceiling,wall insulation , floor tiles,toilet ,complete supply and installation of electrical and plumbing works complete in all respect up to the satisfaction of Engineer In Charge.The consideration of 15 Nos Container for 18 months.	MONTH	270		
	GRAND TOTAL				

BDT IN WORDS :

NOTE:

1. EVALUATION SHALL BE ON THE GRAND TOTAL AMOUNT EXCLUDING ALL TAXES IN BDT..
2. BIDDER'S QUOTED "ALL INCLUSIVE F.O.R. DESTINATION GRAND TOTAL PRICE " SHALL INCLUDE ALL STATUTORY DUTIES, AND ALL OTHER CHARGES EXCLUDING VAT AND AIT ON F.O.R. DESTINATION BASIS AT BHEL INCLUDING SUPPLY AND INSTALLATION , PSER's MAITREE STPP BANGLADESH SITE" ON DOOR DELIVERY BASIS AS PER DEFINITION IN GENERAL TERMS & CONDITIONS OF TENDER DOCUMENT.
3. BIDDER SHALL UNDERTAKE TRANSIT INSURANCE, FOR MATERIAL TRANSPORTED AND MADE AVAILABLE AT BHEL'S SITE ON F.O.R. SITE BASIS.
4. BIDDER'S QUOTED RATE/PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD , SUPPLIES & INSTALLATION.
5. WHILE QUOTING, BIDDER SHALL TAKE INTO CONSIDERATION ALL OTHER TERMS AND CONDITIONS SPECIFIED IN THE TENDER DOCUMENT INCLUDING GENERAL CONDITIONS OF CONTRACT (PART - B) AND SPECIAL CONDITIONS OF CONTRACT (PART - C).
6. ANY OTHER DOCUMENT SUBMITTED BY BIDDER IN PRICE BID/SCHEDULE APART FROM TENDERED PRICE BID/SCHEDULE SHALL NOT BE TAKEN INTO COGNIZANCE FOR EVALUATION OF OFFER. ANY MODIFICATION IN PRICE BID/SCHEDULE IN ANY WAY BY BIDDER IS NOT ACCEPTABLE & SHALL BE CONSIDERED AS TAMPERING OF TENDER DOCUMENT.
7. Bidder's quoted rate/price shall remain firm for offer validity period & supplies.
8. BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate/ optional items with respect to lowest rate (amongst

participating bidders), before placement of order.

9. Any other document submitted by by bidder) in price bid/schedule apart from tendered price bid/schedule shall not be taken into cognizance for evaluation of offer. Any modification in price bid/schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.
10. Bidder to execute the job and ensure the supply in conformance with the specifications and drawings attached with the tender
11. Bidder shall be provided RFC drawings and specifications for supply and installation for rental on hire basisi.
12. The Bidder shall visit the site prior to submission of the tender to see the actual condition of the site.

SIGNATURE OF THE BIDDER WITH SEAL & DATE

FORMAT FOR DETAILS OF BIDDER

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

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

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

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

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH
DATE & SEAL

CONFIRMATION BY BANKER WITH
OFFICE SEAL

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

PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	BHEL STANDARD TERMS
1	<p>Our requirement is for supply and fixing on monthly rental hire basis at 2 x 660 MW Maitree STPP, Rampal, Bagerhat, Bangladesh ON F.O.R SITE BASIS INCLUDING INSTALLATION.</p> <p>Offers are invited to submit in two-parts.</p> <p>The Technical -Cum-Commercial offer will be opened first, discussed, finalized and then only the price bid of technically acceptable offers will be opened.</p> <p>If the vendor submits offer i.e. Technical & Price bid together in single attachment, the offer shall be liable for rejection. Price should be submitted as per tender format only.</p>
2	Any vendor sought to quote through their agents/partners, may kindly be note that the same is not allowed. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened".
3	<p>BHEL keeps its right to reject / load any offer, which is having deviations to BHEL Specifications, Standard Terms & Conditions.</p> <p>All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained.</p> <p>In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.</p>
4	Tender shall be strictly in accordance with the tender specifications.
5	Supply on monthly rental hire basis for the entire ordered quantity shall have to be made at the ordered rate, as per tentative Delivery schedule mentioned at Cl. No. 11 of GCC, subject to MDCC within the tentative delivery schedule.
6	No revision in rate shall be entertained after opening of the tenders.
7	The purchaser shall be under no obligation to accept the lowest or any other tender and shall reserve the right to accept or reject any tender in part or full without assigning any reason, whatsoever.
8	Rate shall be quoted in the price schedule format.
9	<p>TRANSIT INSURANCE:</p> <p>Transit insurance from supplier's works / go-down to BHEL site stores shall be arranged by the Bidder. Any transit loss if any would be borne by supplier without any additional cost.</p>
11	<p>DELIVERY:</p> <p>Tentative delivery completion including installation at site is 30 days for the first 8 nos containers supply, installation and acceptance on rental basis of the containers and balance within 60 days from WO. The Delivery shall be as per MDCC. Total required Quantity is as per Quantity mentioned in the BOQ of Price Bid.</p>
12	Bidder shall be responsible for transporatation and installation of the container.

SL. NO.	BHEL STANDARD TERMS
13	<p>TERMS OF PAYMENT:</p> <p>A)95% of basic rental value would be released on monthly basis for the first 6 months from the date of commissioning by the Vendor and occupation by BHEL. After 6 months 100 % rental value shall be paid till the date of return of the containers. Payment shall be made after completion of each month.</p> <p>B) 5% of rental value of each container shall be released after six (06) months from the date of start of hire charges.</p> <p>C)Payment will be released within 30 days from the date of receipt of complete invoice along with all necessary documents including Engineering Certificate.</p> <p>D)Paying Authority: RAO, BHEL Site Office, 2X660 MW MSTPP,RAMPAL,BAGERHAT,BANGLADESH</p> <p>E)No advance shall be paid. Payment shall be made on the basis of actual material installed at site as per RFC drawing.</p> <p>F) No Security Deposit is applicable except the above.</p> <p>The Payment shall be made in Bangladesh in BDT.</p>
14.0	TAXES & DUTIES, ETC.
14.1	The Supplier shall submit copy of VAT registration Certificate (Musak-8), TIN Certificate, Trade License to the BHEL site office immediately after receiving the Order but before raising the first Tax Invoice against this tender.
14.2	<p>The subject job shall be for supply of furnished accommodation container on monthly rental hire basis.</p> <p>The supplier shall raise Tax Invoice (Challan Patra) as per Rule 40, Musak-6.3) of the Value Added Tax Rules, 2012 as explained below.</p> <p>Supplier shall note that the Tax Invoice must contain the 'Bill to'</p> <p>Bill To BHEL, Bangladesh VAT Regn. No. 00761853 Bharat Heavy Electricals Limited Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project, Moidara Village, Rampal Upazila, Bagerhat District, Bangladesh</p> <p>Delivery Address Site in Charge 2 x 660 MW Maitree Super Thermal Power Project. PO –Kalekkharber. Union – Rajnagar. Upazila- Rampal. Dist -Bagerhat -9343, Bangladesh Contact No. +8801700766664</p>
SL. NO.	BHEL STANDARD TERMS
14.3	<p>Bidders shall quote price inclusive of all duties but excluding AIT & VAT..</p> <p>Bidder to use their due diligence while quoting taking into account all the factors laid in the contract , available drawings and specifications for the said tender as per Rules applicable in Bangladesh in view of mode of payment etc. Bidders to please note that the payment mode of said tender is in BDT.</p> <p>Bidder shall submit self certified copy of the treasury challan and/or self attested copy of the Current Account (Mushak-18) along with Tax Invoice as an evidence of payment of output tax claimed from BHEL.</p>
14.4	The supplier shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax claimed from BHEL.
14.5	VAT is not separately payable. However , if applicable for which the supplier shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax paid.
14.6	Value Added Tax Deduction at Source:
	Since VAT is payable extra bidders not to include additional VAT into their basic prices. VAT shall be payable extra and shall be deposited by BHEL as per extant rules applicable in Bangladesh under the VAT Act 2012.
14.7	INCOME TAX DEDUCTION AT SOURCE:
14.7.1	Bidder should have valid 12-digit TIN number in Bangladesh prior to start of work. Advance Income Tax (AIT) under the Income Tax Ordinance,1984(and rules made thereunder) shall be payable extra and shall be deposited by BHEL under Income Tax Laws of Bangladesh.

14.7.2	Deleted
14.8	The Bidder shall carry out their own tax diligence to get acquainted with the relevant rules and regulations of Bangladesh pertaining to the subject job.
14.9	Except otherwise mentioned above bidder shall quote their rates/ price inclusive of all taxes, duties, cess, any State or Central Levy, social security contribution and other Taxes in or outside Bangladesh (but excluding Bangladesh VAT) in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard.
14.10	The bidder is responsible for compliance of all relevant Tax Laws of Bangladesh and all other related places outside Bangladesh in connection with this contract and BHEL will not bear any such liability.
14.11	Deleted
14.12	Deleted
15	The purchaser also reserves the right to ask for the containers as and when required in phasewise manner, subject to a ceiling of number of containers as been agreed upon in this tender.
16	<p><u>INSPECTION TESTING AT SUPPLIERS WORKS:</u></p> <p>BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the vendor.</p> <p>BHEL will reserve the right to inspect/test the material during/after manufacturing at supplier's works, and/or at BHEL Site. In case of rejection at any stage, supplier shall be liable to replace at his own cost.</p> <p>No material shall be dispatched by supplier until and unless Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site.</p> <p>Each consignment will be accompanied by MDCC.</p>
17	<p><u>REJECTION:</u></p> <p>In case any material is found defective or unsuitable at our works/Site after supply, the same shall be subjected to test by third party and the result of the third party test shall be acceptable and binding to the vendor. In case the test results show that the material does not conform to the standards specified, the whole lot shall be rejected, taken back by the vendor and replaced by the acceptable material at vendor's cost.</p>

SL. NO.	BHEL STANDARD TERMS
18	<p><u>RIGHTS OF BHEL:</u></p> <p>(A) To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.</p> <p>(B) To terminate the contract or withdraw portion of work/supply and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:</p> <ul style="list-style-type: none"> i) Contractor/Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/supplier including unexecuted portion of work/supply does not appear to be executable within balance available (#) period considering its performance of execution. ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. iii) Non-completion of work/Non-supply by the Contractor / Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/supplier. iv) Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier. v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL. vi) Non-compliance to any contractual condition or any other default attributable to Contractor/Supplier. <p>(#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.</p> <p>(C) Risk & Cost Amount against Balance Work:</p> <p>Risk & Cost amount against balance work shall be calculated as follows:</p> <p>Risk & Cost Amount= [(A-B) + (A x H/100)]</p> <p>Where,</p> <p>A= Value of Balance scope of Work/Supply (*) as per rates of new contract</p>

	<p>B= Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.</p> <p>H = Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>(*) Balance scope of work / supply (in case of termination of contract): Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.</p> <p>Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.</p> <p>Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount.</p> <p>(E) Recoveries arising out of Risk & Cost or any other recoveries due from Contractor shall be adjusted against the monthly rental charges along with overhead of 5%.</p>
19	<p><u>GUARANTEE:</u></p> <p>The material shall be guaranteed for entire rental period with no extra charges. All maintainence pertaining to the containers shall be in the scope of the bidder</p>
20	<p><u>TERMINATION OF CONTRACT:</u></p> <p>If at any time during the currency of the order, BHEL comes to conclusion that the tenderer is not discharging his obligations according to the terms of this contract, then BHEL will be at liberty to terminate the contract after giving 07 day's notice by Regd. A.D. post and the tenderer shall comply with the requirement of such notice.</p>
21	<p><u>Packing:</u></p> <p>Bidder to ensure all items to be delivered and handed over for use in good / acceptable working condition as per specifications</p>
22	<p><u>LIQUIDATED DAMAGE (LD):</u></p> <p>Deleted</p>
23	<p>The sealed tenders super scribng tender number and due date should be addressed to DGM/MAITREE STPP, BHARAT HEAVY ELECTRICALS LIMITED, 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, PO-KALEKKHARBER, UNION-RAJNAGAR, UPAJILA-RAMPAL, DIST: BAGERHAT-9343, BANGLADESH</p>
24	<p>The quotation should be valid at least for a period of 06 (Six) months from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.</p>

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

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

Note:

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

PART-C SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0	SITE DETAILS: 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, BHARAT HEAVY ELECTRICALS LIMITED, PO-KALEKKHARBER, UNION-RAJNAGAR, UPAJILA-RAMPAL, DIST: BAGERHAT-9343, BANGLADESH Managing Director Bangladesh-India Friendship Power Company (Pvt) Ltd A/c : Bharat Heavy Electricals Limited. Level-17, Borak Unique Height 117, Kazi Nazrul Islam Avenue , Eskaton Garden Dhaka-1217, Bangladesh Owner: Bangladesh-India Friendship Power Company (Pvt) Ltd (BIFPCL) The nearest town Khulna is at a distance of 23 km from project site. The site is Connected by road from Mangla- Khulna Highway. Nearest Domestic airport is Jessor, Bangladesh at a distance of about 93 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh
2.0	THE CONSIGNEE DETAILS SHALL BE AS FOLLOWS: Deleted.
3.0	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC) MDCC for dispatch of required quantity of cement shall be provided by BHEL Maitree STPP site. The material to be dispatched only after getting clearance from BHEL office.
3.1	Big concrete pours require firm availability of cement. As cement is supplied through Bulkers, dedicated Bulkers to be arranged and additional Bulkers must be provided in case of Big pours which will be indicated in advance.
3.2	Due to any reason in case Major Pours get delayed, the same will be informed and dispatches has to be regulated suiting the changes.
4.0	Bidder shall arrange waybill as required at their own cost for supply of cement to site.
5.0	BHEL shall undertake transit insurance.
6.0	QUANTITY VARIATION As per BOQ
7.0	INVOICE The successful bidder shall submit original VAT compliant tax invoice to BHEL.
8.0	The unloading of the tiles will be done by the Bidder at site within a reasonable time.
9.0	Site test of tiles shall be conducted as per BHEL/CUSTOMER's field quality plan. BHEL reserves the right to conduct necessary test at vendor's works, if required.
10.0	The representative of the vendor should be available at Maitree STPP Site whenever required as per BHEL site requirement to provide single window expeditious service and quality checks as per relevant BS or equivalent International Code.
11.0	BHEL reserve the right to cancel the order in case of delay in delivery of tiles by vendor and failure to comply with quality requirements. BHEL also reserves the right to place the order on other bidders who has taken part in this tender, subject to his compliance of procedures of BHEL in terms of price.
12.0	Guarantee / Warranty certificate to be furnished by the successful bidder.
13.0	Quality of tiles is associated with shelf life. Shelf life of supplied tiles should not exceed the limit as per applicable Specification taking into consideration the date of manufacturing, transit time. Bidder should ensure supply accordingly.
14.0	The Bidder has to arrange their own labour accommodation at site for which necessary space at labour colony shall be allocated. You can arrange accommodation on hire basis for an initial period of one month within the labour colony premises till your own colony get ready. The necessary power on chargeable basis may be arranged by BHEL / the Bidder may arrange his own DG Set for power.
15	The vendor shall be provided RFC drawing for supply and erection works at site.
16.	The finished product shall be guaranteed for a period of 06 months from the date of handing over of the work at site.

17.	All Test Certificates shall be furnished. However confirmatory test may also be conducted at Bangladesh University, the cost of which shall be borne by the Bidder.
18.	If the materials are to be imported, packing should be such that edges are not broken. Multiple handling is envisaged and hence care has to be taken. Damaged items shall be rejected without any additional cost to BHEL.
19.	The required skilled manpower to execute the work at site is to be deployed. The work is to be continued round the clock at site including night shift work. The quoted rate is all inclusive of mobilization, demobilization, work on holidays or Fridays. No separate payment is payable for any account.
20.	<p>STORAGE OF MATERIAL :</p> <p>The unloading of material at site shall be the bidder's scope. The required watch and ward services shall be the responsibility of the Bidder till the work after installation at required structures are completed and successfully handed over.</p> <p>The payment shall be made on the finished work based on certified measurement of BHEL Engineer. Hence any loss of damage of material shall not be accounted for payment by BHEL.</p> <p>The area is to be cleaned and handed over free from any structures or materials after completion of the work.</p>
21	<p>HSE PROCEDURES AT MSTPP SITE :</p> <p>The Bidder has to abide by all the safety measures required at site as per MSTPP HSE manual. Safety Supervisor has to be deployed at site for the safe supervision of work at site.</p>
22.0	<p>SCOPE OF CONTRACT</p> <p>The scope of works covers supply of 40X8X9.5 feet standard container with required furnishing as below including installation of all electrical fittings and fixtures, AC including supply of all materials, labour, consumables, transportation, Toilet fitting & fixing, internal plumbing, floor tiles etc complete.</p> <ul style="list-style-type: none"> • Supply of 15 Nos 40 feet standard container. • Two separate bed room with separate entrance along with attached toilets to each rooms. • One wooden bed 5feetx7feet with 4inch ortho mattress, 1 standard size bed side table, 2-pillow, 2-bed sheet with Pillow Cover & One Blanket for each bedroom. The wall cladding insulation comprises of 1.5inch x 2inch wooden frame, 16mm cork sheet as insulation and 16mm thick melamine board. • One Steel Almirah with Mirror of standard size (3feetX 1.5 Feet X6 feet) in each bed room. • One Wooden table 900 (L)x500(W)x750 (H) mm with rack & one standard executive fixed chair in each bed room of local made standard and durable quality & 1 No – 32-inch TV (Walton). • In Bathroom: One European Comode, one wash basin, floor tiles, wall covering by 5mm thick PVC Board, Geyser point with Geyser of 10Lit capacity in each toilet. Hot & cold water mixer Tap in basin & shower to be fixed of standard quality. • Complete Plumbing works along with bathrooms fittings. • Floor tiles in bed rooms, false ceiling with insulation of min 12mm cork insulation. The false ceiling shall be with Gypsum board. • Two main steel door with lock and canopy, door closer & rubber bidding at bottom to resist water seepage, two pvc door for toilet & 2 nos aluminium window (3feetX4feet) in a single container with grill, mosquito net in aluminum frame followed by Curtain (blind) as shown in the drawing. • Exhaust fan of 8inch in each toilet with two light point & two plug point in a single Toilet. • The partition wall of toilet shall be by 1.5inchX2inch wooden frame followed by 12mm thick water proof plywood and 16mm melamine board and 5mm PVC Board (as per drawing). • Two Tube light, 1 Night bulb, 1 Ton AC (Walton) with inbuilt Stabilizer & 1 wall mounted fan for each bed room with two plug point for mobile charger & Laptop, one plug point for AC & one plug point for TV. • All Electrical Works with required nos. of MCCB and Junction box. BHEL will only supply power only for commissioning the Container accommodation by the Bidder. All Works related to electrical and plumbing shall be under the scope of the Bidder. (May be vetted by Electrical section) • The commissioning of the living container shall be under the scope of the Vendor.

	<p>Only one Crane shall be provided by BHEL during unloading and placement of the Container by the Vendor.</p> <ul style="list-style-type: none"> External paint of the container is under supplier scope. The maintenance of the Container except for consumables items and bedsheets, pillow, blanket light fittings shall be carried out on regular basis as and when required. The container along with supplied items (excluding Bedsheet, Pillow, Blanket, blinds and other non-durable items like bulb, tube light, exhaust Fan etc.) shall be returned to the Vendor after completion of the rental period. Identification marks / Reference No / Sr. No to be provided on the returnable supplied items to facilitate hassle free handing over after completion of the contract period. <p>The any other works may be required to be executed for the commissioning of the accommodation as may be deemed fit are to be executed without any additional cost to BHEL</p>
23.0	TIME SCHEDULE/ COMPLETION PERIOD
23.1	<p>The entire work under the scope of work shall be successfully completed in all respect within 60 days from date of start of work, as certified by Construction Manager, BHEL.</p> <p>Mobilization at site shall be done within 07 days from date of written intimation from BHEL to start fixing work. The exact date of start of work shall be reckoned based on certificate of Construction Manager, BHEL.</p> <p>The supply shall be in line with the construction schedule provided in the Tender.</p> <p>Tentative delivery completion including installation at site is 30 days for 07 Nos of Container and balance supply by another 30days from WO.</p> <p>The variation in the Total Quantity is as per BOQ</p> <p>The rental hire period shall be considered initially for a period of 18 months.</p> <p>NOTE: (1) The above milestones have been prepared in line with the schedule requirement of BHEL, Contractor shall also responsible to complete all the works and ready for occupation by BHEL as per schedule time frame as prescribed/finalized by BHEL.</p> <p>The purpose of the schedule is timely commencement of work and ready for hiring is as per time duration specified in the contract document as above. If for any reasons, the successful vendor fails to hand over in time for rent, BHEL reserves the right to exclude part or full scope of hired containers from the vendor's scope of work and decision of BHEL shall be final and binding to the Vendor.</p> <p>(2) Minimum 10Nos workmen at site is to be mobilized at site to complete and commission the containers.</p>

Special Notes:

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

ACCOMMODATION MUST BE STRONG ENOUGH TO SURVIVE SUCH EXTREME WEATHER CONDITION.

6. BHEL shall provide drawing for labour accommodation and contractor shall construct the same in line to BHEL drawing with contractor's own contribution/expenses.
7. It is assumed that First aider will be sitting in a porta-cabin.
8. The initial shelter in labour colony for one month till Vendor is able to construct their own labour accommodation may be available in the existing colony on rental basis , based on availability in the existing labour colony.
9. The Bidder has to abide by all the rules and regulations related to SOP of MSTPP Covid-19 for the safe working condition at site.