

	BHARAT HEAVY ELECTRICALS LIMITED (A Govt. of India Undertaking) 2x660 MW MAITREE STPP RAMPAL, BAGERHAT, BANGLADESH
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NOTICE INVITING TENDER (NIT)

OFFERS are invited from **REPUTED AND EXPERIENCED LOCAL BIDDERS** (meeting pre-qualification criteria as mentioned) for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document.

ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUCT THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH:

NOTE: TENDER DOCUMENT IS AVAILABLE ON WEBSITE AS DETAILED BELOW. BIDDERS CAN DOWNLOAD FROM WEBSITE AND SUBMIT THEIR OFFER THROUGH HARD COPY MODE. BIDDERS INTENDING TO PARTICIPATE MAY DOWNLOAD FROM WEBSITE MENTIONED IN THIS NIT.

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	Ref: BHEL: MSTPP:Topiary: 25:05	DATE:20/11/2025
ii	Broad Scope of job	Fabricating and installing 4 nos of topiary in Simplex Office area at 2 x 660 MW Maitree STPP, Bangladesh	
3	DETAILS OF TENDER DOCUMENT		
3.1	VOL - I	Technical Conditions of contract	Applicable
3.2	PART- E	Price bid & Unpriced price bid	Applicable
3.3	PART- H	Forms & Procedures	Applicable
iv	ISSUE OF TENDER DOCUMENTS	In BHEL website (https://www.bhel.com/tenders): For tender view & download purpose only.	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date:27/11/2025 Time: 10:00 Hrs. Offer to be submitted in the form of hard copy to the Following address Debraj Chatterjee/ Manager Bharat Heavy Electricals Ltd., Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project, Upazilla: Rampal, Dist: Bagerhat,	Applicable

		Division: Khulna, Bangladesh, Pin code: 9340	
vi	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 27/11/2025 Time: 16:00 Hrs.	Applicable
vii	CURRENCY	BANGLADESHI TAKA (BDT)	Applicable
viii	EMD AMOUNT		Not Applicable
ix	COST OF TENDER		Not Applicable
x	LAST DATE FOR SEEKING CLARIFICATION	Date: UP TO HRS	Applicable
xi	SCHEDULE OF Pre-Bid Discussion (PBD)	Not Applicable (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably through TCN).	Not Applicable
xii	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xiii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc.to Tender Specifications will be hosted in BHEL webpage only. Please go to www.bhel.com→Tender Notice. Bidders to keep themselves updated with all such information.	Shall be intimated over mentioned webpage

1.0 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 authorized 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 (Manager, Maitree STPP, Ph No +8801750375708). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

2.0 DOCUMENTS TO BE SUBMITTED : *Offers are invited in two-parts only. Offer to be submitted through HARD copy only to following address,*

**Debraj Chatterjee/ Manager
Bharat Heavy Electricals Ltd.,
Power Sector Easter Region,
2x660 MW Maitree Super Thermal Power Project,
Upazilla: Rampal, Dist: Bagerhat,
Division: Khulna, Bangladesh, Pin code: 9340**

BID SUBMISSION:

Offer is to be submitted through hard copy. Complete set of offer shall be sent to BHEL, MSTPP, Bangladesh Site Office as per address given below as per following details. In case of voluminous document the tender

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax:(033) 23211960 फ़ोन/Phone:बोर्ड/EPABX: 23398220	Page-2 of 21
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may be submitted in properly bounded form.

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

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

SPECIAL NOTE:

- 1) 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.

- 2) Integrity Pact **(Not applicable for this Tender)**

(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.

IEM Address Email

Shri D.R.S Chaudhary, IAS (Retd.) E-1/164, Arera Colony Bhopal - 462016 (M.P.)
dilip.chaudhary@icloud.com

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

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint

arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

- 3) All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- 4) The bidder may also consult this office before submitting their offers, for any clarifications regarding any clarification/queries related to the supply. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 5) The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. BHEL's decision in this regard shall be final & binding to the bidder. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in execution of a contract. BHEL's decision in this regard shall be final & binding to the bidder.
- 6) The bidder may depute their authorized representative during the opening of techno-commercial bid & Price Bid as per schedule. One authorised representative of the bidder shall be allowed to attend the bid opening.
- 7) However, BHEL will go ahead with the opening of bids (techno-commercial bid/ Price bid) in the case non- availability of bidder representative.
- 8) On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 9) The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 10) Bidders to note specifically that all pages of tender document, including these NIT pages 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, it shall be mentioned in the relevant **price schedule only** and **submitted in separate sealed envelope**. In case of any clarification, bidder may contact this office.
- 11) Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL. 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.
- 12) 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.
- 13) 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.
- 14) 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 offer 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 (except for the refund of EMD, if any).
- 15) Bidders are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable). They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.

- 16) 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.
- 17) 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 notices (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 notices (TCNs), if issued by BHEL, shall form part of tender document.
- 18) 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.
- 19) Unless specifically mentioned otherwise, bidder's quoted price shall deem to be in compliance with tender including PBD.
- 20) 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, if any.
- 21) 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.
- 22) The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements' duly self-certified and stamped 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 (if applicable).
- 23) The bidder may have to produce original document for verification if so decided by BHEL.
- 24) While BHEL reserves the right to open the price bid of the offers in camera, the date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
- 25) Validity of the offer shall be as per PART-B, Cl - 14.
- 26) Bidders are required to submit their BEST price as per tender Price Schedule format in the form & manner as mentioned in tender.
- 27) 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.
- 28) 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.
- 29) Taxes and duties shall be as per PART- C of the tender. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new /

additional Duty / Tax at the time of supply shall be borne by BHEL.

30) Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price shall be after considering the discount.

31) **"The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com".**

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

a) Commitment by BHEL:

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

b) Commitment by Bidder/ Supplier/ Contractor:

i) The bidder/ supplier/ contractor commits 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.

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

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

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

35) **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.**

36) Suspension of Business dealings: 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-IV.

37). A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder maybe considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner (s) in common;

or

b) they receive or have received any direct indirect subsidy / financial stake from any of them;

or

c) they have the same legal representative / agent for purposes of this bid;

or

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax:(033) 23211960 फ़ोन/Phone:बोर्ड/EPABX: 23398220

TENDER NUMBER - Ref: BHEL: MSTPP:Topiary: 25:05

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder;

or

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all Bids in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components / sub- assembly/ Assemblies from one bidding manufacturer in more than one bid;

or

f) In cases of agents quoting in offshore procurement, on behalf of their principal manufacturers, one agent cannot represent two manufacturers can also authorise only one agent / dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

or

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership /management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must in same. similar line of business.

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:

- AMENDMENTS/CLARIFICATIONS/CORRIGENDA/ERRATA etc.issued in respect of the tender documents by BHEL.
- NOTICE INVITING TENDER (NIT)
- PRICE BID & UNPRICED PRICE BID: PART- E
- TECHNICAL SPECIFICATION/SCOPE AND SPECIAL CONDITIONS OF CONTRACT (SCC)-Volume 1
- FORMS AND PROCEDURES - PART- H

for BHARAT HEAVY ELECTRICALS LTD


Debraj Chatterjee
Manager
Bharat Heavy Electricals Limited
2x660 MW MSTP Project
Rampal, Bagerhat, Bangladesh
MGR / Maitree Site

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in website www.bhel.com. As such, all the bidders are requested to be in continuous touch with the website after this NIT is published.

Agency	Contact details
BHEL, PSER,	Address Bharat Heavy Electricals Ltd., Power Sector Eastern Region, 2x660 MW

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax:(033) 23211960 फ़ोन/Phone:बोर्ड/EPABX: 23398220	Page-7 of 21
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MAITREE SITE		Maitree Super Thermal Power Project, Upazilla: Rampal, Dist: Bagerhat, Division: Khulna, Bangladesh, Pin code: 9340
	Phone no.	+8801750375708 (WhatsApp: +919437495615)
	E-mail ID	debarj@bhel.in

Enclosures:

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

PRE-QUALIFICATION CRITERIA

JOB	Fabricating and installing 4 nos of topiary in Simplex Office area at 2 x 660 MW Maitree STPP, Bangladesh
TENDER NO	Ref: BHEL: MSTPP:Topiary: 25:05

1. TECHNICAL CRITERIA:

1. Bidder should have successfully executed general landscaping and horticulture or gardening or any combination of these works during the last 7 (seven) years, ending on the latest date of bid submission. Relevant documents in support of above shall be submitted.
2. Bidder should submit valid -TIN/BIN & Trade license in Bangladesh.
3. Relevant document in support of above shall be submitted

Sl	Job Description
1	Supply and Installation of 4 nos Topiary in Simplex Office area as follows 1) Animal Topiary Structure- Tiger- 7 Feet (1 no) 2) Animal Topiary Structure- Elephant- 10 Feet(1 no) 3) Animal Topiary Structure- Deer- 6 Feet(1 no) 4) Animal Topiary Structure- Girrafe- 12 Feet(1 no) RCC basement for each Topiary

Note: ALL RELEVANT DOCS) TO BE SUBMITTED IN SUPPORT OF THE ABOVE.

2. GENERAL CRITERIA:

- a) Consortium bidding is not allowed.
- b) The vendor should have achieved the criteria specified in the pre-qualification criteria, even if the contract has not been completed or closed.
- c) After satisfactory fulfillment of all above criteria, offer shall be considered for further evaluation & participation as per nit & all other terms of tender.

NO DEVIATION CERTIFICATE

(TO BE SUBMITTED IN BIDDER'S LETTER HEAD ONLY)

To,
 Bharat Heavy Electricals Ltd.,
 Power Sector Easter Region,
 2x660 MW Maitree Super Thermal Power Project,
 Upazilla: Rampal, Dist: Bagerhat,
 Division: Khulna, Bangladesh, Pin code: 9340

Sub	NO DEVIATION CERTIFICATE	
Job	Fabricating and installing 4 nos of tapiary in Simplex Office area at 2 x 660 MW Maitree STPP, Bangladesh	
Ref	1.0	TENDER NUMBER - Ref: BHEL: MSTPP:Tapiary: 25:05
	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 term and condition mentioned in the enquiry (Terms and Conditions) and we offer our unqualified acceptance of the same. This is also to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed/modified the tender documents as appeared in BHEL website (<https://www.bhel.com/tenders>) 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. We confirm that, we do not have any objections to splitting the quantity among the different bidders by BHEL and price shall remain firm till the completion supply 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, date & seal of authorized representative of the contractor)

[illegible]

SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS (ANNEXURE-IV)

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	Suspension of business dealings with Suppliers/ Contractors could be in the form of following: -- a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year. b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years. 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.
1.3	Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed. ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is exceeded or b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier. iii) a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category. b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidder's formula). Note: – for (b), No specific period of hold shall be applicable. iv) Supplier works are under strike/ lockout for a period of more than three months. Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) After placement of order, Supplier fails to execute the contract. iv) Within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked. vi) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.
1.4	Banning across BHEL shall be imposed in following cases, if

1.4.1	i) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ willful 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. ii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iii) 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. iv) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. v) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vi) 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.

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.

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: **TENDER NUMBER** Ref: BHEL: MSTPP:Tapiary: 25:05
I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL.

Tick (v) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

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

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UNPRICED SCHEDULE

(Price Not Be Mentioned Anywhere in this document)

Tender Specifications for Fabricating and installing 4 nos of topiary in Simplex Office area at 2 x 660 MW Maitree STPP, Bangladesh

DESCRIPTION OF ITEM	Total (In BDT) (Excluding Taxes)
Supply and Installation of 4 nos Topiary in Simplex Office area 1)Animal Topiary Structure- Tiger- 7 Feet (1 no) 2)Animal Topiary Structure- Elephant- 10 Feet(1 no) 3)Animal Topiary Structure- Deer- 6 Feet(1 no) 4)Animal Topiary Structure- Girrafe- 12 Feet(1 no) RCC basement for each Topiary	
GROSS AMOUNT (In Words) excluding taxes	

NOTE TO BIDDERS:

1. Bidder to note overwriting is not allowed.
2. The quantity may vary to any extent. However, the overall variation in the contract shall be ± 15 % of the contract value.

Name of the Bidder:

Signature of Bidder:

Designation:

Date:

PART-E

PRICE SCHEDULE

(This document is to be submitted in a separate attachment after filling)

Tender Specifications for Fabricating and installing 4 nos of topiary in Simplex Office area at 2 x 660 MW Maitree STPP, Bangladesh

DESCRIPTION OF ITEM	Total (In BDT) (Excluding Taxes)
Supply and Installation of 4 nos Topiary in Simplex Office area 1)Animal Topiary Structure- Tiger- 7 Feet (1 no) 2)Animal Topiary Structure- Elephant- 10 Feet(1 no) 3)Animal Topiary Structure- Deer- 6 Feet(1 no) 4)Animal Topiary Structure- Girrafe- 12 Feet(1 no) RCC basement for each Topiary	
GROSS AMOUNT (In Words) excluding taxes	

NOTE TO BIDDERS:

1. Bidder to note overwriting is not allowed.
2. The quantity may vary to any extent. However, the overall variation in the contract shall be ± 15 % of the contract value.

Name of the Bidder:

Signature of Bidder:

Designation:

Date:

VOLUME -1: SPECIAL CONDITION OF CONTRACT

- The Bidder **should** be fully conversant with the site condition.
- The Bidder has to follow all the safety compliances and statutory regulations in practice at site as per approved methodology. Proper earthing to electrical machines, PPE's for labour shall be arranged by Bidder. However, required safety manpower to supervise the work shall be arranged by BHEL.
- The rate shall remain fixed and no additional payment shall be made on any account.
- The rate also includes provision for a dedicated supervisor for all round supervision of work all time.
- The entire work is to be completed within 3 months (90 days) from date of placement of Work Order. Work is assumed to be started from the date of placement of Work order.
- Bidder shall submit copy of TIN, BIN and Trade License along with Tender documents.
- The quantity may vary to any extent. However, the overall variation in the contract shall be ± 15 % of the contract value.
- If Vendor fail to perform as per agreed time period for the reason attributable to Bidder, BHEL shall levy LD @ ½% per week of Delay subjected to maximum 5% of the executable value.
- All required T&P's, tools, tackles, consumables, incidentals, manpower and all sort of required materials and assistance in completing the job shall have to be arranged by the Bidder.

TERMS OF PAYMENT:

- A) Separate work completion certification will be done by BHEL engineer against completion of work. 100% payment will be released within 30 days upon submission of invoice and work completion certificate
- B) Mode of Payment: -- Through BEFTN/ CHEQUE
- C) Paying Authority: BHEL Site Office, 2X660 MW, MSTPP, RAMPAL, BAGERHAT, BANGLADESH

Bangladesh VAT:

- i) The Bidder shall submit copy of VAT registration Certificate Musak-2.3, TIN Certificate, Trade License to the BHEL site office immediately after receiving the Order but before raising the first Tax Invoice against this tender.

ii) The bidder shall raise Tax Invoice (Challan Patra) as per Rule 40(d)(v) (Musak-6.3) of the Bangladesh VAT and supplementary Duty Rule, 2016 mentioning Name, Address and VAT Registration Number of BHEL site office.

iii) Bidder shall note that the Tax Invoice complying with Rule 40(d)(v) of the Bangladesh VAT and supplementary Duty Rule, 2016 must contain the 'Bill to' and 'Ship to' details as below:

BHEL Bangladesh VAT Regn. No. 000761853-0208
Bharat Heavy Electricals Limited
Power Sector Eastern Region,
2x660 MW Maitree Super Thermal Power Project, Moidara Village,
Rampal Upazila, Bagerhat District, Bangladesh

- AIT: Income Tax

i) Bidder should have valid 12-digit TIN number in Bangladesh prior to start of work. Advance Income Tax (AIT) under the Income Tax Act, 2023 (and rules made there under) shall be paid by BHEL at prevailing rates on Gross Invoice value under Income Tax Laws of Bangladesh.

ii) 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

iv) Bidder shall quote their rates/ price exclusive of all taxes, in Bangladesh, in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any.

v) 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.

vi) 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.

PART-H:
FORMS AND PROCEDURES

F-01

BEFTN FORMAT

Form for getting payment through BEFTN (Bangladesh Electronic Fund Transfer Network)

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 NO:

THE CHARGES IF ANY FOR PAYMENT THROUGH BEFTN 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, for which BHEL will not be responsible.

F-02

VENDOR DETAILS

- 1. Name & address of the vendor/company:**
- 2. TIN & BIN Nos of the vendor/company (copies of documents required):**
- 3. Contact Person for the vendor/company:**
- 4. Mobile number & E-mail of the contact person:**
- 5. TIN:**
- 6. BIN:**

SIGNATURE OF THE BIDDER WITH DATE & SEAL

FORMAT FOR DETAILS OF BIDDER

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

SIGNATURE OF THE BIDDER WITH DATE & SEAL