



## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)  
2x660 MW MAITREE STPP  
RAMPAL, BAGERHAT, BANGLADESH

### 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:

#### Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	<b>BHEL: MSTPP: RODM: ANTISCALANT:01</b> <b>DATE: 09.03.2022</b>
ii	Broad Scope of job	Supply of 12 MT of Antiscalant for 1st & 2nd Pass RO of RODM plant (as per input water quality in Annexure-VI) at 2X660 MW Maitree Super Thermal Power Project.
iii	DETAILS OF TENDER DOCUMENT	
a)	PART – B	GENERAL CONDITIONS OF CONTRACT (GCC) <b>Applicable</b>
b)	PART – C	TECHNICAL SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT (SCC) <b>Applicable</b>
c)	PART – E	PRICE SCHEDULE (ABSOLUTE VALUE) and UNPRICED SCHEDULE <b>Applicable</b>
d)	PART – H	FORMS AND PROCEDURES ETC. <b>Applicable</b>
iv	ISSUE OF TENDER DOCUMENTS	In BHEL website ( <a href="https://www.bhel.com/tenders">https://www.bhel.com/tenders</a> ): For tender view & download purpose only. <b>Applicable</b>
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date:15.03.2022, Time: 1800 Hrs.</b>  Offer to be submitted in the form of Hard copy to the following address:  Rikash Jyoti Dutta/Sr. Mgr Bharat Heavy Electricals Ltd., Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project, Upazilla: Rampal, Dist: Bagerhat, Division: Khulna, Bangladesh, Pin code: 9340 <b>Applicable</b>
vi	TECHNO-COMMERCIAL BID OPENING OF TENDER	<b>Date:16.03.2022, Time: 16.00 Hrs.</b> <b>Applicable</b>
vii	CURRENCY	BANGLADESHI TAKA (BDT) <b>Applicable</b>
viii	EMD AMOUNT	<b>Not Applicable</b>
ix	COST OF TENDER	<b>Not Applicable</b>
x	LAST DATE FOR SEEKING CLARIFICATION	<b>Date:13.03.2021 UP TO 18.00 HRS</b> <b>Applicable</b>
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). <b>Not Applicable</b>
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 <a href="http://www.bhel.com">www.bhel.com</a> →Tender Notice. Bidders to keep themselves updated with all such information. <b>Shall be intimated over mentioned webpage</b>

OFFER DESCRIPTION	DOCUMENTS TO BE SUBMITTED
TECHNICAL OFFER	<ol style="list-style-type: none"> <li>Signed copy of Covering letter of offer</li> <li>Signed copy of Entire tender documents signed &amp; stamped in each page by authorized representative of the bidder except price bid</li> <li>Duly filled &amp; signed all annexures <b>except</b> price &amp; unpriced format</li> <li>Copy of Tender change notice (TCN), if applicable</li> <li>All supporting documents/ Annexures etc. as applicable</li> <li>No deviation certificate in bidder's letterhead as per format given in Tender.</li> <li>Copy of TIN &amp; BIN Certificate &amp; Trade License.</li> </ol>
PRE-QUALIFICATION PART	8. Pre-qualifying documents with all credentials as per tender.
UNPRICED PRICE BID	9. Price schedule –Unpriced but mentioning only <b>quoted / unquoted</b> against each item as per tender. <b>Price Not Be Mentioned Anywhere in this document</b>
PRICE BID	10. Duly filled in Price Schedule as per tender. <b>(This document is to be submitted in a separate sealed envelope in after filling.</b> Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer)

**SPECIAL NOTE:**

The offer shall be sent as per following details in separate sealed envelopes. Complete set of offer shall be sent to the office of **Rikash Jyoti Dutta/Sr. Mgr, Bharat Heavy Electricals Ltd., Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project, Upazilla: Rampal, Dist: Bagerhat, Division: Khulna, Bangladesh, Pin code: 9340, Mobile: 01787671932 (WhatsApp: +919831073012).**

- 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.
- 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.
- 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.
- 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.
- However, BHEL will go ahead with the opening of bids (techno-commercial bid/ Price bid) in the case non-availability of bidder representative.
- On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 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.
- 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.
- 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.
- 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.
- 12) 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).
  - 13) 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.
  - 14) 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.
  - 15) 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.
  - 16) 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.
  - 17) Unless specifically mentioned otherwise, bidder's quoted price shall deem to be in compliance with tender including PBD.
  - 18) 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.
  - 19) 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.
  - 20) 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).
  - 21) The bidder may have to produce original document for verification if so decided by BHEL.
  - 22) 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.
  - 23) Validity of the offer shall be as per PART-B, Cl - 14.
  - 24) Bidders are required to submit their BEST price as per tender Price Schedule format in the form & manner as mentioned in tender.
  - 25) 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.
  - 26) 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.
  - 27) 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.
  - 28) Bidders are requested to note that the accepted / agreed tender terms (technical or commercial) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
  - 29) 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.
  - 30) **"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](http://www.bhel.com)".

i. Integrity commitment, performance of the contract and punitive action thereof:

a) Commitment by BHEL:

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

b) Commitment by Bidder/ Supplier/ Contractor:

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.

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

33) 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.

34) 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.

#### **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 SCHEDULE: PART- E
- TECHNICAL SPECIFICATION/SCOPE AND SPECIAL CONDITIONS OF CONTRACT (SCC)-PART-C
- GENERAL CONDITIONS OF CONTRACT (GCC)-PART-B
- FORMS AND PROCEDURES - PART- H

for BHARAT HEAVY ELECTRICALS LTD.



**Sr. Manager/ 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](http://www.bhel.com) only. 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, MAITREE SITE	Address
	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
	Phone no. +8801787671932 (WhatsApp: +919831073012)
	E-mail ID <a href="mailto:rjd@bhel.in">rjd@bhel.in</a>

**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. ANNEXURE-VI- Input water quality of 1<sup>st</sup> & 2<sup>nd</sup> pass RO system.
07. Tender documents as per this NIT.

ANNEXURE-IPRE-QUALIFICATION CRITERIA

<b>JOB</b>	<b>Supply of 12 MT of Antiscalant for 1st &amp; 2nd Pass RO of RODM plant (as per input water quality in Annexure-VI) at 2X660 MW Maitree Super Thermal Power Project.</b>	
<b>TENDER NO</b>	<b>BHEL: MSTPP: RODM: ANTISCALANT:01</b>	<b>DATE: 09.03.2022</b>

1. THE BIDDER SHOULD HAVE SUPPLIED FOLLOWING ITEM WITH MINIMUM QUANTITY AS SPECIFIED BELOW, TO ANY GOVT/PSU/REPUTED ORGANISATIONS IN LAST THREE YEARS ENDING ON LAST DATE OF BID SUBMISSION.

i) **Antiscalant of 1<sup>st</sup> & 2<sup>nd</sup> Pass RO system (as per input water quality in Annexure-VI) – 3.6 MT**

ALL RELEVANT DOCS (e.g. delivery challan or similar documents) TO BE SUBMITTED IN SUPPORT OF THE ABOVE.

- 2.
- (a) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF **BDT 25.58 Lakhs** (Assuming 1 INR=1.137 BDT) OR EQUIVALENT AMOUNT DURING THE LAST 3 (THREE) YEARS, ENDING ON 30-06-2021 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS.
- (b) BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 30-06-2021 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 30-06-2021 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
- (c) IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS
- (d) IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
3. BIDDERS SHOULD FURNISH VALID TIN & BIN NO & COPY OF TRADE LICENCE.

NOTE:

1. THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIA CAN ONLY PARTICIPATE IN THE TENDER.
2. BIDDERS QUOTING IN BANGLADESHI CURRENCY (BDT) ONLY SHALL BE QUALIFIED.
3. BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS BY COMPETENT AUTHORITY OF BANGLADESH WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT.
4. BIDDER SHOULD FURNISH INFORMATION REGARDING PROJECTS IN HAND, CURRENT LITIGATION, ORDERS REGARDING EXCLUSION/ EXPULSION OR BLACK LISTING.



**ANNEXURE – II****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	Supply of 12 MT of Antiscalant for 1st & 2nd Pass RO of RODM plant (as per input water quality in Annexure-VI) at 2X660 MW Maitree Super Thermal Power Project.	
Ref	1.0	TENDER NUMBER - BHEL: MSTPP: RODM: ANTISCALANT:01 DATE: 09.03.2022
	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)





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

<b>1.0</b>	<b><u>Suspension of Business Dealings with Suppliers/ Contractors</u></b>
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><b>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</b>  <b>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</b>  <b>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</b></p> <p>The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.</p>
1.3	<p><b>Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</b></p> <p>i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.  Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that  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.</p> <p>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.</p> <p>iv) Supplier works are under strike/ lockout for a period of more than three months.</p> <p><b>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</b></p> <p>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.</p>
1.4	<b>Banning across BHEL shall be imposed in following cases, if</b>
1.4.1	<p>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.</p> <p>ii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.</p> <p>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.</p> <p>iv) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.</p> <p>v) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</p> <p>vi) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.</p> <p>vii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.</p> <p>viii) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed of free issue materials/ tools etc. of BHEL.</p>
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

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

**ANNEXURE-V****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: **BHEL: MSTPP: RODM: ANTISCALANT:01, DATED: 09.03.2022**

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

**Tick (✓) any one as applicable:**

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

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

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**PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)**

SL. NO.	BHEL STANDARD TERMS	Bidder's confirmation	Deviation
1.	<p>Our requirement is for use at <b>2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh</b></p> <p>Techno-commercial &amp; Pre-Q bids shall be opened first &amp; afterwards price bid shall be opened for qualified bidder(s), who have qualified in Techno-commercial &amp; Pre-Q bids.</p> <p>Tenders will be received up to <b>18.00 Hours</b> on the said due date.</p> <p><b>If the vendor submits offer i.e. Technical &amp; Price bid together in single attachment, the offer shall be liable for rejection. Price should be submitted as per tender format only.</b></p> <p>Note: In order to maintain sanctity of the tender system, it is advised that one Agent cannot represent two suppliers or quote on their behalf in a particular tender.</p> <p>In the tender, either one agent on behalf of the principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for same item/product.</p>		
2.	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Otherwise, the offer will be treated as Unsolicited Offer and same will not be opened".		
3.	<p>BHEL keeps its right to <b>reject / load</b> any offer which is having deviations to BHEL Specifications, Standard Terms &amp; Conditions. 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.	<p><b><u>PAYMENT TERMS:</u></b> PAYMENT TERMS: Payment will be made as per actual supply. The supplier shall not have right to claim payment for undelivered goods (If any). Payment of Ninety Five Percent (95%) of the goods delivered amount shall be made after receipt &amp; acceptance as per actual supply. Payment will be released within 30 days of receipt of material at site and on submission of Tax invoice along with material receipted challan. Rest Five Percent (5%) payment shall be paid (at a time) after successful delivery of all the goods as per the Purchase Order (PO) issued. For the remaining Five Percent (5%), no interest will be paid.</p> <p>For payment vendor shall submit bill along with receipted delivery challan to BHEL, PSER, MAITREE SITE, BANGLADESH.</p> <p>Paying Authority: HOD/FIN, BHEL, PSER, MAITREE SITE, BANGLADESH.</p>		
5.	<b><u>WARRANTY/GUARANTEE:</u></b> AS PER PART-C of tender.		
6.	<p><b><u>DELIVERY TERMS:</u></b>AS PER PART-C of tender.</p> <p><u>Offer with delivery period beyond tendered delivery schedule shall be liable for rejection.</u></p> <p>However, in case due to any reasons if the same is accepted by BHEL, the same shall be loaded for the delayed delivery period (in this case after <u>tendered delivery period</u>) &amp; percentage of loading shall be as per clause no 8 of GCC (<b>LD clause</b>).</p>		
7.	<p><b><u>DISCOUNTS:</u></b></p> <p>Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.</p>		
8.	<p><b><u>LIQUIDATED DAMAGE/PENALTY CLAUSE:</u></b></p> <p>Subject to force majeure, If vendor fails to complete the supply as per aforesaid (Sl no 6 of GCC) completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the undelivered portion of order value (MDCC quantity X Rate) for delay of each week or part thereof from</p>		

	the date of issue of MDCC. The liability for delay on account of LD shall not in any case exceed 10% (ten percent) of the order value. For this purpose, the period of delay shall be the delay attributable to vendor for completion of supply as per contract. In case of LD recovery, the applicable VAT & AIT shall also be recovered from vendor.		
9.	The sealed tenders super scribing tender number and due date should be <b>addressed to:</b> <b>Sr, Manager, Bharat Heavy Electricals Limited, PSER, 2x660 MW Maitree Super Thermal Power Project, Rampal Bangladesh, Pincode: 9340</b>		
10.	<b>INSPECTION:</b> Details shall be as per PART-C of tender. BHEL will have the option to inspect the products delivered. The final inspection / performance checking will however be carried out at our site.		
11.	<b>CONSIGNEE DETAILS OF THE EQUIPMENT: -</b> AS PER PART-C of tender. All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.		
12.	The manufacturing progress will have to be furnished to us periodically in the form and manner required by us.		
13.	Supplier must submit with their offer list of customers (with their full address and their purchase reference number) to whom they have supplied similar product in the past five years. The year of supply should also be indicated.		
14.	The quotation should be valid at least for a period of <b>NINETY (90) DAYS</b> from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.		
15.	<b>FORCE MAJEURE:</b> The vendor shall be subject to force majeure clause defined as under: This 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 (strike riot and civil commotion), 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 be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.		
16.	<b>ARBITRATION &amp; CONCILIATION</b>		
17.1	<b>ARBITRATION:</b>		
17.1.1	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 17.2 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.  The Arbitrator shall pass a reasoned award.  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 17.1.1 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.		
17.1.2	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.		
17.1.3	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.		
17.1.4	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.		
17.2	<p><b><u>CONCILIATION:</u></b></p> <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"> <li>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</li> <li>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.</li> </ol> <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 to this GCC (as available in <a href="http://www.bhel.com">www.bhel.com</a>). The Procedure 2.3 together with its Formats (as available in <a href="http://www.bhel.com">www.bhel.com</a>) 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 (as available in <a href="http://www.bhel.com">www.bhel.com</a>) to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 (as available in <a href="http://www.bhel.com">www.bhel.com</a>) with effect from the date as intimated by BHEL to it.</p>		
17.3	<p><b><u>No Interest payable to Contractor</u></b></p> <p>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>		

18.0	<p><b>JURISDICTION:</b> 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>		
19.0	<p><b>RIGHTS OF BHEL:</b></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> <ol style="list-style-type: none"> <li>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.</li> <li>Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</li> <li>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.</li> <li>Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier.</li> <li>Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL.</li> <li>Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.</li> </ol> <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><b>(C) Risk &amp; Cost Amount against Balance Work:</b> Risk &amp; Cost amount against balance work shall be calculated as follows: Risk &amp; Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/Supply (*) as per rates of new contract B= Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC &amp; ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). (*) Balance scope of work / supply (in case of termination of contract): Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk &amp; cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk &amp; Cost amount.</p> <p><b>(D) LD against delay in executed work/ supply in case of Termination of Contract:</b> LD against delay in executed work / supply shall be calculate in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor / supplier. For this purpose, contract (Total Executable) value shall be taken value of work / supply for the purpose of limiting the maximum LD value. Method for calculation of "LD against delay in executed work / supply" is given below:</p>		



	<p>i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier = T1</p> <p>ii) Let the value of executed work / supply till the time of termination of contract= X</p> <p>iii) Let the Total Executable Value of work / supply for which inputs/fronts were made available to contractor / supplier and were planned for execution till termination of contract = Y</p> <p>iv) Delay in executed work / supply attributable to contractor/supplier i.e. <math>T2=[1-(X/Y)] \times T1</math></p> <p>v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as period of delay attributable to contractor/ supplier.</p> <p>(E) Recoveries arising out of Risk &amp; Cost and LD or any other recoveries due from Contractor.</p> <p>Following sequence shall be applicable for recoveries from contractor / supplier on whom risk &amp; cost has been invoked, after informing the contractor / supplier of the total proposed recovery:</p> <p>a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract.</p> <p>b) Demand notice for deposit of balance recovery amount shall be sent to contractor/supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.</p> <p>c) If contractor / supplier fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:</p> <p>i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery.</p> <p>ii) If recovery cannot be made out of dues payable to the contractor / supplier as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor / supplier.</p> <p>iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.</p>		
20.0	<b>LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS &amp; CONDITIONS</b>		
i)	Bank Guarantee: Non submission of 10% BG (if applicable) will attract 10% loading on the offers.		
ii)	<b>Penalty Clause:</b> Non acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.		
iii)	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.		
21	<b>Note:</b> The offers not complying the above Terms & Conditions will not be accepted.		

**Note:**

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favor 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.
03. **Bidder should write "accepted" in the column "Bidder's confirmation" for each clause, if the conditions are agreeable or else should write the deviations sought in "Bidder's Deviation (if any)" column. Offers with deviation are liable for rejection.**
04. If any clause left blank, shall be presumed that the clause is accepted by the bidder.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

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-15 of 24
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**PART-C: TECHNICAL SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT**

- The material will be tested at a lab as recommended by BHEL / Customer or Consultant before dispatch, sample collection for the same may be done in presence of Customer / BHEL Or bidder must produce Factory/Manufacturer's test report. Decision of BHEL will be final in this regard. However, the concentration of all chemicals shall again be verified at site in presence of bidder's representative. The bidder shall make good the chemicals found to be lower in concentration or short in quantity as compared to the desired concentration within a period of five days failing which BHEL reserves the right to procure the same at vendors risk & cost
- Material Safety Data Sheet (MSDS)**, Test certificate, guarantee certificate along with manufacturing report containing manufacturing date, shelf-life period and expiry date is to be submitted for the issue of MDCC.
- Shelf life of the chemicals should be at least one year from the date of receipt of chemicals at site.
- Transit insurance shall be in Bidder's scope. Successful bidder shall submit copy of invoice, LR/RR/GR & packing list immediately after dispatch.
- Delivery period:** Materials/Chemicals shall be supplied as and when required i.e. in staggered basis. Dispatch is to be made on written confirmation/E-mail or against Material Dispatch Clearance Certificate (MDCC) from BHEL-SITE/CUSTOMER, mentioning required quantity from time to time. Supply of the Materials/Chemicals at site is to be completed within 14(fourteen) days from the date of issue of MDCC.

SL. NO.	Name of Chemical /Product	Mode of Delivery	Quantity	Tentative requirement	Destination/ Consignee
1.0	Antiscalant for 1st & 2nd Pass RO of RODM plant (as per input water quality in Annexure-VI)	In 30/35 kg Plastic Carboys	12 MT	(To be delivered in a staggered manner, as and when required basis)	"Construction Manager, BharatHeavy Electricals Ltd., Power Sector Easter Region, 2x660 MW Maitree Super Thermal Power Project, Upazilla: Rampal, Dist: Bagerhat, Division: Khulna, Bangladesh, Pincode: 9340"

- VALIDITY OF ORDER:** Order will remain valid for execution within four (4) months from the purchase order placement date. Price shall remain firm till the completion supply of full ordered quantity.
- EVALUATION CRITERIA:** "100% of "All-inclusive (i.e., Basic + Freight + Insurance + unloading at site) including Taxes" shall be considered for evaluation. VAT & AIT as applicable, shall be deducted by BHEL as per applicable rate according to the law of GoB before release of payment.

<b>9.0</b>	<b>TAXES &amp; DUTIES ETC.</b>
9.1	Quoted price will include AIT & VAT, Royalties, and other Taxes as applicable.
9.2	Any increase in the above (except VAT rate) at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.
9.3	<b>VAT &amp; AIT as applicable, shall be deducted by BHEL as per law of GoB.</b>
9.4	Copy of TIN & BIN shall be furnished along with Tender document.
9.5	Bidder to intimate immediately on the day of removal of Goods(in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its Tax related compliances Portal & Portal Address: <b>Construction Manager, Bharat Heavy Electricals Ltd., Power Sector Easter Region, 2x660 MW Maitree Super Thermal Power Project, Upazilla: Rampal, Dist: Bagerhat,</b>

	<b>Division: Khulna,Bangladesh,Pincode: 9340</b> and email address : <a href="mailto:rjd@bhel.in">rjd@bhel.in</a> .In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under Tax Law, as applicable. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
9.9	Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties.Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.

PART-EUNPRICED SCHEDULE**(Price Not Be Mentioned Anywhere in this document)**

Tender Specifications for procurement of of 12 MT of Antiscalant for 1st & 2nd Pass RO of RODM plant at 2X660 MW Maitree Super Thermal Power Project.

Sl. No	DESCRIPTION OF ITEM	Unit of Measurement	Quantity Required	Unit Rate in BDT (All-inclusive (i.e., Basic + Freight + Insurance + unloading at site) including Taxes)  (Please write quoted/unquoted only)	Total (In BDT)
		A	B	C	D
01.	Antiscalant for 1st & 2nd Pass RO of RODM plant (as per input water quality in Annexure-VI)	Metric Tons	12		
GROSS AMOUNT					

**NOTE TO BIDDERS: -**

- Bidder to note overwriting is not allowed.

Name of the Bidder:

Signature of Bidder:

Designation:

Date:

**PART-E****PRICE SCHEDULE****(This document is to be submitted in a separate sealed envelope after filling)**

Tender Specifications for procurement of 12 MT of Antiscalant for 1st & 2nd Pass RO of RODM plant at 2X660 MW Maitree Super Thermal Power Project.

Sl. No.	DESCRIPTION OF ITEM	Unit of Measurement	Quantity Required	Unit Rate in BDT	Total (In BDT)
				(All-inclusive (i.e., Basic + Freight + Insurance + unloading at site) including Taxes) (Please write quoted/unquoted only)	
		A	B	C	D
01.	Antiscalant for 1st & 2nd Pass RO of RODM plant (as per input water quality in Annexure-VI)	Metric Tons	12		
GROSS AMOUNT					

**NOTE TO BIDDERS: -**

- Bidder to note overwriting is not allowed.

Name of the Bidder:

Signature of Bidder:

Designation:

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

**F-03****FORMAT FOR DETAILS OF BIDDER**

<b>NAME OF BIDDER</b>	
<b>FAX NO.</b>	
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 &amp; SEAL



**ANNEXURE-VI**

Page 1 of 2

**INPUT (FEED) WATER QUALITY****A. Feed water analysis to 1<sup>st</sup> pass RO:**

Sl.No	Description	Unit	Value
<b>1.</b>	<b>General</b>		
a)	pH	---	6.5 – 8.9
b)	Conductivity	μS / cm	270 - 29200
c)	Temperature range	Deg C	20 – 35
d)	Turbidity	NTU	10 (max) - after PT clarifier
e)	TSS	mg/l	10 (max) - after PT clarifier
f)	TDS	mg/l	112 - 17712
g)	Free residual chlorine	mg/l	1.0
<b>2.</b>	<b>Cations</b>		
a)	Calcium (as ion)	mg/l	60 – 842
b)	Magnesium (as ion)	mg/l	6.8 – 737
c)	Sodium (as ion)	mg/l	29.11 - 8505
d)	Potassium (as ion)	mg/l	3.58 – 244.3
e)	Ammonia (as ion)	mg/l	0 - 0.7
f)	Barium (as ion)	mg/l	0.005 – 0.2
g)	Aluminium (as ion)	mg/l	0.01 - 10 (refer note-3)
h)	Manganese (as ion)	mg/l	0 – 0.2
i)	Total Iron (as ion)	mg/l	< 0.3 (refer note-3)
j)	Ammonical Nitrogen (as ion)	mg/l	0 – 1.8
k)	Total Kjeldahl nitrogen (as ion)	mg/l	0 – 2.0
l)	Boron	mg/l	0.02 – 1.5
<b>3.</b>	<b>Anions</b>		
a)	Chloride (as ion)	mg/l	43 - 10794
b)	Sulphate (as ion)	mg/l	3 - 1840
c)	Nitrate (as ion)	mg/l	0.1 - 10
d)	Nitrite (as ion)	mg/l	0 – 0.23

Contd.

**ANNEXURE-VI**

Page 2 of 2

SI.No	Description	Unit	Value
e)	m-alkalinity (as CaCO <sub>3</sub> )	mg/l	75 – 145
f)	p-alkalinity	mg/l	nil
g)	Bi-carbonates	Mg/l	136.6
h)	Fluoride (as ion)	mg/l	0 – 0.5
i)	Phosphate (as ion)	mg/l	0.1 – 10
j)	Total Silica (as SiO <sub>2</sub> )	mg/l	0 – 17.51
k)	Reactive Silica (as SiO <sub>2</sub> )	Mg/l	0 – 17.32
4.	Other Heavy Metals / Ions (As, Hg, Cd, Co, Cu, Cr, Mo, Ni, Ti, V, Zn, B, Br, Pb, Sr.)		Very low & negligible
5	BOD <sub>5</sub>	mg/l	0.7 – 40
6	COD	mg/l	6 – 496
7	MPN Fecal Coliforms /100ml		-
8	MPN Coliforms /100ml		-
9	TOC	mg/l	2 – 21.3
10	Oil and Grease	mg/l	≤ 2.0
11	Total Bacteria Count	Count/ml	-
12	Dissolved Oxygen	mg/l	3.93 – 7.6

**B. Feed water analysis to 2<sup>nd</sup> pass RO:**

pH: 5.5 to 6.5

TDS: &lt; 500 ppm

Silica: 10 ppm

End