



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:

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

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	Ref: BHEL: MSTPP: CHEMICALS:04 DATE:21.02.24
ii	Broad Scope of job	Procurement of 2700 litres of Analytical Ammonia Solution and 2000 kgs of Calcium Hydroxide locally from Bangladesh.
iii	DETAILS OF TENDER DOCUMENT	
a)	PART – B	GENERAL CONDITIONS OF CONTRACT (GCC) Applicable
b)	PART – C	TECHNICAL SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT (SCC) Applicable
c)	PART – E	PRICE SCHEDULE (ABSOLUTE VALUE) and UNPRICED SCHEDULE Applicable
d)	PART – H	FORMS AND PROCEDURES ETC. 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: 25.02.24 Time: 1500 Hrs. Offer to be submitted in the form of Hard copy to the following address: Rikash Jyoti Dutta/DGM 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 Applicable
vi	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 25.02.24 , Time: 1600 Hrs. <i>Notes:</i> (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender. 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: 24.02.24 UP TO 18.00 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)	IEM DETAILS: Shri D.R.S Chaudhary, IAS (Retd.), E-1/164, Arera Colony, Bhopal -462016 Email: dilip.chaudhary@icloud.com	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 (Sr.mgr, Maitree STPP, Ph No +8801787671932, WhatsApp: +919831073012). 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 conventional hard copy.*

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 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) 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 bidder's letterhead as per format given.
COVER-II (PRICE SCHEDULE)	i) Copy of covering letter given in Cover-I ii) Duly filled in Price Schedule (as per tender format).

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/DGM, 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, Mobile: 01787671932 (WhatsApp: +919831073012).**

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फोन/Phone: बोर्ड/EPABX: 23398220	Page-2 of 26
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- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) However, BHEL will go ahead with the opening of bids (techno-commercial bid/ Price bid) in the case non-availability of bidder representative.
- 9) On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 10) The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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.
- 15) 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).
 - 16) 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.
 - 17) 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.
 - 18) 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.
 - 19) 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.
 - 20) Unless specifically mentioned otherwise, bidder's quoted price shall deem to be in compliance with tender including PBD.
 - 21) 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.
 - 22) 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.
 - 23) 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).
 - 24) The bidder may have to produce original document for verification if so decided by BHEL.
 - 25) 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.
 - 26) Validity of the offer shall be as per PART-B, CI - 14.
 - 27) Bidders are required to submit their BEST price as per tender Price Schedule format in the form & manner as mentioned in tender.
 - 28) 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.
 - 29) 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.
 - 30) 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.
 - 31) 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.
 - 32) 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.
 - 33) **"The offers of the bidders who are on the banned list as also the offer of the bidders, who engage**

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the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com".

34) Integrity commitment, performance of the contract and punitive action thereof: **(Not applicable for this Tender)**

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.

35) 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.

36) **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.**

37) 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.

38) 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

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 Bidder 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:

i) The principal manufacturer directly or through one Indian agent on his behalf; and

ii) 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;

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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:

- a. AMENDMENTS/CLARIFICATIONS/CORRIGENDA/ERRATA etc.issued in respect of the tender documents by BHEL.
- b. NOTICE INVITING TENDER (NIT)
- c. PRICE SCHEDULE: PART- E
- d. TECHNICAL SPECIFICATION/SCOPE AND SPECIAL CONDITIONS OF CONTRACT (SCC)-PART-C
- e. GENERAL CONDITIONS OF CONTRACT (GCC)-PART-B
- f. FORMS AND PROCEDURES - PART- H

for BHARAT HEAVY ELECTRICALS LTD


DGM/ 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, 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	rjd@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.

ANNEXURE-I**PRE-QUALIFICATION CRITERIA**

JOB	Procurement of 2700 litres of Analytical Ammonia Solution and 2000 kgs of Calcium Hydroxide locally from Bangladesh.	
TENDER NO	Ref: BHEL: MSTPP: CHEMICALS:04,	DATED 21.02.24

1. GENERAL CRITERIA:

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

- i) **Analytical Ammonia Solution (Conc:25%) (IS 799-1985 (Reaffirmed 2010) or equivalent grade)– 810 Litres**
- ii) **Calcium hydroxide (conc 70 %)—600 Kgs**

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

2. FINANCIAL CRITERIA:

(a) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF **BDT 1,19,259/-** OR EQUIVALENT AMOUNT DURING THE LAST 3 (THREE) YEARS, ENDING ON 30-06-2023 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 30-06-2023 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 30-06-2023 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.

4. THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIA CAN ONLY PARTICIPATE IN THE TENDER.

6. BIDDERS QUOTING IN BANGLADESHI CURRENCY (BDT) ONLY SHALL BE QUALIFIED.

7. 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.

8. BIDDER SHOULD FURNISH INFORMATION REGARDING PROJECTS IN HAND, CURRENT LITIGATION, ORDERS REGARDING EXCLUSION/ EXPULSION OR BLACK LISTING.

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	Procurement of 2700 litres of Analytical Ammonia Solution and 2000 kgs of Calcium Hydroxide locally from Bangladesh.	
Ref	1.0	TENDER NUMBER - Ref: BHEL: MSTPP: CHEMICALS:04
	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)

ANNEXURE-III**FORMAT FOR SEEKING CLARIFICATION**

Job	Procurement of 2700 litres of Analytical Ammonia Solution and 2000 kgs of Calcium Hydroxide locally from Bangladesh.			
Tender No	Ref: BHEL: MSTPP: CHEMICALS:04			
Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

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. 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. viii) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed of free issue materials/ tools etc. of BHEL.
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: CHEMICALS:04**

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
1	Our requirement is for supply at 2 x 660 MW Maitree STPP, Rampal, Bagerhat, Bangladesh ON F.O.R SITE BASIS. The quantity variation is +/- 5% of the BOQ mentioned in the price bid. Offers are invited to submit in two-parts. The Technical -Cum-Commercial offer will be opened first, discussed, finalized and then only the price bid of technically acceptable offers will be opened. If the If the vendor submits offer i.e. Technical & Price bid together in single attachment, the offer shall be liable for rejection. Price should be submitted as per tender format only.
2	Any vendor sought to quote through their agents/partners, may kindly be note that the same is not allowed. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened".
3	BHEL keeps its right to reject / load any offer, which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.
4	Tender shall be strictly in accordance with the tender specifications.
5	Supply for the entire ordered quantity shall have to be made at the ordered rate, as per tentative Delivery schedule mentioned at Cl. No. 11 of GCC, subject to MDCC within the tentative delivery schedule.
6	No revision in rate shall be entertained after opening of the tenders.
7	The purchaser shall be under no obligation to accept the lowest or any other tender and shall reserve the right to accept or reject any tender in part or full without assigning any reason, whatsoever.
8	Rate shall be quoted in the price schedule format.
9	<u>TRANSIT INSURANCE:</u> Transit insurance from supplier's works / go-down to BHEL site stores shall be arranged by the Bidder. Any transit loss if any would be borne by supplier without any additional cost.
10	<u>CHEMICAL GRADE OF CHEMICALS:</u> i) Analytical Ammonia Solution (Conc:25%) (IS 799-1985 (Reaffirmed 2010) or equivalent grade) ii) Calcium hydroxide (conc 70 %)
11	<u>DELIVERY:</u> Chemicals shall be supplied as and when required i.e. in staggered basis. Delivery is to be made within 14 days from issue Material Dispatch Clearance Certificate (MDCC). Delivery shall be as per MDCC. Total required Quantity is as per Quantity mentioned in the BOQ of Price Bid. The variation in the total Quantity is $\pm 5\%$.
12	Bidder shall be responsible to expedite the movement of consignment after same leaves their premises after loading.
13	<u>EVALUATION OF PRICE BID</u>
13.1	"All-inclusive total C.P.T. site price including all taxes & duties shall be taken into account for price bid evaluation.
14	<u>Guarantee /Warranty:</u> The material supplied will be covered under 12 months guarantee. Defects if any found within this period shall be replaced by supplier free of cost within one-month notice.
15	<u>Weighment & Unloading</u>
15.1	Weighment at site / port shall be the responsibility of purchaser. The weighment shall be witness by Purchaser or authorized representative of purchaser. Unloading of material at site shall be in purchaser's scope. The supplier shall ensure the quantity of each item at his own cost from damage / lost during transportation.
15.2	Weighment tolerance shall be +/- 0.5 %.

SL. NO.	OTHER TERMS AND CONDITIONS
16.	TERMS OF PAYMENT: A) 100% payment of each item in the BOQ" All-inclusive total CPT site price including Taxes, would be released within 30 days on submission of following documents: - a) Tax Invoice. b) Musak-6.3 c) Store Receipt Voucher d) Material Dispatch Clearance Certificate i.e. MDCC e) Delivery Challan f) Copy of manufacturer's test certificate in original accepted by BHEL/site. B) Mode of Payment: -- Through BEFTN/ CHEQUE. C) Paying Authority: RAO, BHEL Site Office, 2X660 MW MSTPP, RAMPAL,BAGERHAT,BANGLADESH The Payment shall be made in Bangladesh in BDT.
17.0	TAXES & DUTIES, ETC.
17.1	The Supplier shall submit copy of BIN, TIN Certificate, Trade License to the BHEL site office immediately after receiving the Order but before raising the first Tax Invoice against this tender.
17.2	The subject job shall be for supply of of 2700 litres of Analytical Ammonia Solution and 2000 kgs of Calcium Hydroxide . The supplier shall raise Tax Invoice (Challan Patra) as per Rule 40, Musak-6.3) of the Value Added Tax Rules, 2012 as explained below. Supplier shall note that the Tax Invoice must contain the 'Bill to' Bill To: BHEL, Bangladesh VAT Regn. No. 00761853-0208 Bharat Heavy Electricals Limited Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project, Moidara Village, Rampal Upazila, Bagerhat District, Bangladesh Delivery Address: Site in Charge 2 x 660 MW Maitree Super Thermal Power Project. PO –Kalekharber. Union – Rajnagar. Upazila- Rampal. Dist -Bagerhat -9343, Bangladesh
17.3	Bidders shall quote price inclusive of all duties and taxes.
17.4	Value Added Tax Deduction at Source:
17.4.1	VDS shall be deducted as per Bangladesh VAT & SD Act-2012
17.5	INCOME TAX DEDUCTION AT SOURCE:
17.5.1	Bidder should have valid 12-digit TIN number in Bangladesh prior to start of work. Advance Income Tax (AIT) under the Income Tax Ordinance 1984(and rules made thereunder) shall be deducted under Income Tax Laws of Bangladesh.
17.5.2	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.
17.5.3	Except otherwise mentioned above bidder shall quote their rates/ price inclusive of all taxes, duties, cess.

17.5.4	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.
18	INSPECTION TESTING AT SUPPLIERS WORKS: BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third-party test shall be final and binding on the vendor. BHEL will reserve the right to inspect/test the material during/after manufacturing at supplier's works, and/or at BHEL Site. In case of rejection at any stage, supplier shall be liable to replace at his own cost. No material shall be dispatched by supplier until and unless Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site. Each consignment will be accompanied by MDCC. MTC shall have to be submitted with traceability as per standard format of MSTPP site
19	REJECTION: In case any material is found defective or unsuitable at our works/Site after supply, the same shall be subjected to test by third party and the result of the third-party test shall be acceptable and binding to the vendor. In case the test results show that the material does not conform to the standards specified, the whole lot shall be rejected, taken back by the vendor and replaced by the acceptable material at vendor's cost.
20	RIGHTS OF BHEL: (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. (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: i) Contractor/Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/supplier including unexecuted portion of work/supply does not appear to be executable within balance available (#) period considering its performance of execution. ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. iii) Non-completion of work/Non-supply by the Contractor / Supplier within scheduled completion/co period as per Contract or as extended from time to time, for the reasons attributable to the contractor/supplier. iv) Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier. v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL. vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier. (#) 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. (C) Risk & Cost Amount against Balance Work: Risk & Cost amount against balance work shall be calculated as follows: $\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$ Where, A= Value of Balance scope of Work/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 & 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 & 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 & Cost amount. (E) Recoveries arising out of Risk & Cost or any other recoveries due from Contractor shall be adjusted against the monthly rental charges along with overhead of 5%.
21	GUARANTEE / WARRANTY: The material shall be guaranteed for a period of twelve months from the date of completion of the supply at Site against any manufacturing defects. If any discrepancy noticed during testing, the material will have to be replaced to Site free of cost. However, test results and successful completion as certified by the BHEL / BIFPCL Engineer shall be final and binding on the vendor. Removal of defective material from our Site shall be arranged by vendor at their own cost failing which BHEL shall arrange disposal at the risk & cost of bidder and subsequent replacement with a fresh acceptable material without jeopardizing project schedule and without any additional cost implication.
22	TERMINATION OF CONTRACT: If at any time during the currency of the order, BHEL comes to conclusion that the tenderer is not discharging his obligations according to the terms of this contract, then BHEL will be at liberty to terminate the contract after giving 07 days' notice by Regd. A.D. post and the tenderer shall comply with the requirement of such notice.
23	PACKING: The material should be delivered In 30/35 plastic carboys for ammonia and 25 bags for Calcium hydroxide. However, the payment shall be made as per the certification of the measurement.
24	LIQUIDATED DAMAGE (LD): It is to be clearly understood among the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. If the party fails to deliver the stores or any part thereof within the period fixed for delivering the quantity of materials for which Material dispatch clearance certificate has been issued by BHEL/Site, purchaser may without any prejudice to the right of the bidder, make liable to an LD of ½% (half percent) per week of the delay subject to a maximum of 10% (Ten percent) of total contract value.
25	The sealed tenders super scribing tender number and due date should be addressed to DGM /MAITREE STPP, BHARAT HEAVY ELECTRICALS LIMITED, 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, PO-KALEKKHARBER, UNION-RAJNAGAR, UPAJILA-RAMPAL, DIST: BAGERHAT-9343, BANGLADESH
26	The quotation should be valid at least for a period of 02 (Two) months from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.

27	<u>ARBITRATION & CONCILIATION</u>
27.1	<u>ARBITRATION:</u>
27.1.1	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 25.1.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English. 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 2.14.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.
27.1.2	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.
27.1.3	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.
27.1.4	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.
27.2	<u>CONCILIATION</u>
27.3	<u>NO INTEREST PAYABLE TO CONTRACTOR:</u> Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Supplier 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.
28	<u>ISSUE OF NOTICE:</u> <u>Service of notice on contractor</u> Any notice to be given to the contractor under the terms of the contract shall be served by sending the same by Registered Post / Speed Post to or leaving the same at the contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice. <u>Service of notice on BHEL</u> Any notice to be given to BHEL in-charge/region under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified

	in writing by BHEL to the Contractor.
29	<u>JURISDICTION:</u> All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.
30	<u>FORCE MAJURE:</u> This order shall be subject to Force Majeure clause defined as under: The Force majeure is herein defined as any because which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the Contract such as: SRCC, Earthquake, Flood, Acts of God, Acts of any Government, domestic or foreign including but not limited to war. The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderers' performance of his obligation has been delayed for other causes.
31	<u>CORRESPONDENCE:</u> Tender should be addressed to :- Sr.Mgr / MAITREE STPP, BHARAT HEAVY ELECTRICALS LIMITED, 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, PO-KALEKKHARBER, UNION-RAJNAGAR, UPAJILA-RAMPAL, DIST: BAGERHAT-9343, BANGLADESH

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

PART-C: TECHNICAL SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT

1. 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
2. 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.
3. Shelf life of the chemicals should be at least one year from the date of receipt of chemicals at site.
4. Transit insurance shall be in Bidder's scope. Successful bidder shall submit copy of invoice, LR/RR/GR & packing list immediately after dispatch.
5. **Delivery period:** Chemicals shall be supplied as and when required i.e. in staggered basis. Delivery is to be made within 14 days from issue Material Dispatch Clearance Certificate (MDCC)..

Name of Product	Mode of Delivery	Quantity	Tentative requirement	Destination/ Consignee
Analytical Ammonia Solution (Conc:25%) (IS 799-1985 (Reaffirmed 2010) or equivalent grade)	In 30/35 plastic carboys	2700 Liters	(To be delivered in urgent basis)	"Construction Manager, Bharat Heavy Electricals Ltd., Power Sector Eastern Region, 2x660MW Maitree Super Thermal Power Project, Upazilla: Rampal, Dist: Bagerhat, Division: Khulna, Bangladesh, Pin code: 9340"
Calcium Hydroxide (Conc-min 70%)	In 25 Kg bags	2000 kgs		

6. **VALIDITY OF ORDER:** Order will remain valid for execution within 60 days from the purchase order placement date. Price shall remain firm till the completion supply of full ordered quantity.
7. **EVALUATION CRITERIA:** "100% of "All-inclusive (i.e., Basic + Freight + Insurance) including Taxes" shall be considered for evaluation. Unloading of materials will be in BHEL's Scope. VAT & AIT as applicable, shall be deducted by BHEL as per applicable rate according to the law of GoB before release of payment.
8. Vehicles carrying materials will be unloaded within 24 hours from the time it reaches site office. Any vehicle reporting within 9 am BST may be unloaded within same day and if reported after 1 pm BST may be retained till next day. Friday being a holiday in Bangladesh, no unloading will be done on that day or any declared holiday of GOB.

Annexure-A (Technical Data Sheet)

IS : 799 - 1985

TABLE 1 REQUIREMENTS FOR AMMONIA, LIQUOR

(Clause 3.2)

SL No.	CHARACTERISTIC	REQUIREMENT		METHOD OF TEST, REF TO CLAUSE No. IN APPENDIX B
		Technical Grade	Analytical Reagent Grade	
(1)	(2)	(3)	(4)	(5)
i)	Ammonia, percent by mass, <i>Min</i>	20.0	25.0	B-2
ii)	Residue on evaporation, per- cent by mass, <i>Max</i>	0.1	0.002	B-3
iii)	Carbonate (as CO ₂), percent by mass, <i>Max</i>	—	0.01	B-4
iv)	Chloride (as Cl), percent by mass, <i>Max</i>	—	0.000 05 (0.5 ppm)	B-5
v)	Phosphate (as PO ₄), percent by mass, <i>Max</i>	—	0.000 1 (1 ppm)	B-6
vi)	Silicate (as SiO ₂), percent by mass, <i>Max</i>	—	0.00 1 (10 ppm)	B-6
vii)	Sulphate (as SO ₄), percent by mass, <i>Max</i>	—	0.000 2 (2 ppm)	B-7
viii)	Sulphide (as S), percent by mass, <i>Max</i>	—	0.000 01 (0.1 ppm)	B-8
ix)	Arsenic (as As), percent by mass, <i>Max</i>	—	0.000 005 (0.05 ppm)	B-9
x)	Calcium and magnesium (as Ca), percent by mass, <i>Max</i>	—	0.000 4 (4 ppm)	B-10
xi)	Copper (as Cu), percent by mass, <i>Max</i>	—	0.000 01 (0.1 ppm)	B-11
xii)	Iron (as Fe), percent by mass, <i>Max</i>	—	0.000 02 (0.2 ppm)	B-12
xiii)	Heavy metals (as Pb), per- cent by mass, <i>Max</i>	—	0.000 04 (0.4 ppm)	B-13
xiv)	Reducing substances (as O), percent by mass, <i>Max</i>	—	To pass test	B-14
xv)	Pyridine and homologues, percent by mass, <i>Max</i>	—	To pass test	B-15

Specifications	Calcium Hydroxide
Concentration	70% minimum
pH Value	12.4
Molecular Formula	Ca(OH) ₂
Appearance	White Powder
Melting Point	580 °C (loses water)
Odor	odorless
Acidity	12.4

SPECIAL CONDITIONS OF CONTRACT

1.0	SITE DETAILS: 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, BHARAT HEAVY ELECTRICALS LIMITED, PO-KALEKKHARBER, UNION-RAJNAGAR, UPAJILA-RAMPAL, DIST: BAGERHAT-9343, BANGLADESH Managing Director Bangladesh-India Friendship Power Company (Pvt) Ltd A/c : Bharat Heavy Electricals Limited. Level-17, Borak Unique Height 117, Kazi Nazrul Islam Avenue, Eskaton Garden Dhaka-1217, Bangladesh Owner: Bangladesh-India Friendship Power Company (Pvt) Ltd (BIFPCL) The nearest town Khulna is at a distance of 23 km from project site. The site is Connected by road from Mangla- Khulna Highway. Nearest Domestic airport is Jessore, Bangladesh at a distance of about 93 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh
2.0	MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC) MDCC for dispatch of required quantity of chemicals shall be provided by BHEL Maitree STPP site. The material to be dispatched only after getting clearance from BHEL office.
3.0	Supplier shall undertake transit insurance.
4.0	QUANTITY VARIATION Quantity variation shall be limited to $\pm 5\%$.
5.0	INVOICE The successful bidder shall submit original VAT complaint tax invoice to BHEL.
6.0	The unloading of materials will be done by BHEL at site within a reasonable time.
7.0	Material Test Certificate shall have to be submitted as per relevant standard.
8.0	BHEL reserve the right to cancel the order in case of delay in delivery by vendor and failure to comply with quality requirements. BHEL also reserves the right to place the order on other bidders who has taken part in this tender, subject to his compliance of procedures of BHEL in terms of price.
9.0	Guarantee / Warranty certificate to be furnished by the successful bidder.
10.	The material shall be guaranteed for a period of 12 months from the date of receiving at site.
11.	All Test Certificates shall be furnished.
12.	The materials are to be received at site in good condition. Damaged items shall be rejected without any additional cost to BHEL.
13.	TIME SCHEDULE/ COMPLETION PERIOD
13.1	Chemicals shall be supplied as and when required i.e. in staggered basis. Delivery is to be made within 14 days from issue Material Dispatch Clearance Certificate (MDCC). Delivery shall be as per MDCC. Total required Quantity is as per Quantity mentioned in the BOQ of Price Bid. The variation in the Total Quantity is $\pm 5\%$.
14	Transit insurance shall be in Bidder's scope. Successful bidder shall submit copy of invoice, LR/RR/GR & packing list immediately after dispatch
15	VALIDITY OF ORDER: Order will remain valid for execution within Sixty (60) Days from the purchase order placement date. Price shall remain firm till the completion supply of full ordered quantity.
16	EVALUATION CRITERIA: "100% of "All-inclusive (i.e., Basic + Freight + Insurance) 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.
17	Trailers will be unloaded within 24 hours from the time it reaches site. Any trailers reporting within 9 am BST at site may be unloaded same day and if reported within 1 pm BST may be retained till next day. Friday being a holiday in Bangladesh, no unloading will be done on that day or in any GoB declared holiday.

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

Name of the Job: Tender Specifications for procurement of 2700 litres of Analytical Ammonia Solution and 2000 kgs of Calcium Hydroxide locally from Bangladesh.

Sl. No.	DESCRIPTION OF ITEM	Unit of Measurement	Quantity Required	Unit Rate in BDT (All-inclusive (i.e., Basic + Freight + Insurance +) including Taxes) (Please write quoted/unquoted only)	Total (In BDT)
		A	B	C	D
01.	Analytical Ammonia Solution (Conc:25%) (IS 799-1985 (Reaffirmed 2010) or equivalent grade) (as per attached datasheet)	Litres	2700		
02	Calcium hydroxide (conc 70 %) (as per attached datasheet)	Kgs	2000		
GROSS AMOUNT (In Words)					

NOTE TO BIDDERS: -

- EVALUATION SHALL BE ON THE GRAND TOTAL AMOUNT INCLUDING TAXES.
- BIDDER'S QUOTED "ALL INCLUSIVE CPT. DESTINATION GRAND TOTAL PRICE" SHALL INCLUDE ALL STATUTORY DUTIES, AND ALL OTHER CHARGES INCLUDING VAT AND AIT ON CPT DESTINATION BASIS AT BHEL INCLUDING SUPPLY, PSER's MAITREE STPP BANGLADESH SITE" ON DOOR DELIVERY BASIS AS PER DEFINITION IN GENERAL TERMS & CONDITIONS OF TENDER DOCUMENT.
- AIT SHALL BE DEDUCTED AT APPLICABLE RATE ON THE NET AMOUNT AFTER DEDUCTION OF VAT AMOUNT FROM THE OVERALL QUOTED PRICE. (FOR EXAMPLE, IF OVERALL QUOTED PRICE IS X INCLUDING ALL TAXES AND VAT AMOUNT IS Y WHICH IS INCLUDED IN QUOTED PRICE OF X, THEN AIT SHALL BE DEDUCTED ON X-Y PART AT APPLICABLE RATE.
- BIDDER SHALL UNDERTAKE TRANSIT INSURANCE, FOR MATERIAL TRANSPORTED AND MADE AVAILABLE AT BHEL'S SITE ON F.O.R. SITE BASIS.
- BIDDER'S QUOTED RATE/PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD &, SUPPLIES.
- WHILE QUOTING, BIDDER SHALL TAKE INTO CONSIDERATION ALL OTHER TERMS AND CONDITIONS SPECIFIED IN THE TENDER DOCUMENT INCLUDING GENERAL CONDITIONS OF CONTRACT (PART - B) AND SPECIAL CONDITIONS OF CONTRACT (PART - C).
- ANY OTHER DOCUMENT SUBMITTED BY BIDDER) IN PRICE BID/SCHEDULE APART FROM TENDERED PRICE BID/SCHEDULE SHALL NOT BE TAKEN INTO COGNIZANCE FOR EVALUATION OF OFFER. ANY MODIFICATION IN PRICE BID/SCHEDULE IN ANY WAY BY BIDDER IS NOT ACCEPTABLE & SHALL BE CONSIDERED AS TAMPERING OF TENDER DOCUMENT.
- UNLOADING OF MATERIAL WILL BE IN SCOPE OF BHEL
- Maximum tolerance allowed in total quantity of the material is: + 5%
- Overwriting in price bid 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)

Name of the Job: Tender Specifications for procurement of 2700 litres of Analytical Ammonia Solution and 2000 kgs of Calcium Hydroxide locally from Bangladesh.

Sl. No	DESCRIPTION OF ITEM	Unit of Measurement	Quantity Required	Unit Rate in BDT (All-inclusive (i.e., Basic + Freight + Insurance +) including Taxes) (Please write quoted/unquoted only)	Total (In BDT)
		A	B	C	D
01.	Analytical Ammonia Solution (Conc:25%) (IS 799-1985 (Reaffirmed 2010) or equivalent grade) (as per attached datasheet)	Litres	2700		
02	Calcium hydroxide (conc 70 %) (as per attached datasheet)	Kgs	2000		
GROSS AMOUNT (In Words)					

NOTE TO BIDDERS: -

- EVALUATION SHALL BE ON THE GRAND TOTAL AMOUNT INCLUDING TAXES.
- BIDDER'S QUOTED "ALL INCLUSIVE CPT. DESTINATION GRAND TOTAL PRICE" SHALL INCLUDE ALL STATUTORY DUTIES, AND ALL OTHER CHARGES INCLUDING VAT AND AIT ON CPT. DESTINATION BASIS AT BHEL INCLUDING SUPPLY, PSER's MAITREE STPP BANGLADESH SITE" ON DOOR DELIVERY BASIS AS PER DEFINITION IN GENERAL TERMS & CONDITIONS OF TENDER DOCUMENT.
- AIT SHALL BE DEDUCTED AT APPLICABLE RATE ON THE NET AMOUNT AFTER DEDUCTION OF VAT AMOUNT FROM THE OVERALL QUOTED PRICE. (FOR EXAMPLE, IF OVERALL QUOTED PRICE IS X INCLUDING ALL TAXES AND VAT AMOUNT IS Y WHICH IS INCLUDED IN QUOTED PRICE OF X, THEN AIT SHALL BE DEDUCTED ON X-Y PART AT APPLICABLE RATE.
- BIDDER SHALL UNDERTAKE TRANSIT INSURANCE, FOR MATERIAL TRANSPORTED AND MADE AVAILABLE AT BHEL'S SITE ON F.O.R. SITE BASIS.
- BIDDER'S QUOTED RATE/PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD &, SUPPLIES.
- WHILE QUOTING, BIDDER SHALL TAKE INTO CONSIDERATION ALL OTHER TERMS AND CONDITIONS SPECIFIED IN THE TENDER DOCUMENT INCLUDING GENERAL CONDITIONS OF CONTRACT (PART - B) AND SPECIAL CONDITIONS OF CONTRACT (PART - C).
- ANY OTHER DOCUMENT SUBMITTED BY BIDDER) IN PRICE BID/SCHEDULE APART FROM TENDERED PRICE BID/SCHEDULE SHALL NOT BE TAKEN INTO COGNIZANCE FOR EVALUATION OF OFFER. ANY MODIFICATION IN PRICE BID/SCHEDULE IN ANY WAY BY BIDDER IS NOT ACCEPTABLE & SHALL BE CONSIDERED AS TAMPERING OF TENDER DOCUMENT.
- UNLOADING OF MATERIAL WILL BE IN SCOPE OF BHEL.
- Maximum tolerance allowed in total quantity of the material is: + 5%
- Overwriting in price bid 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**

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