



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Ref: PSER:SCT:KLN-M1876: 6472

Date: 06-02-2018

### NOTICE INVITING TENDER

#### NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES

Sealed offers in two part bid system are invited from reputed & experienced bidders meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1 **through hard copy mode**, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Consideration of their offer is subject to CUSTOMER APPROVAL. Following points relevant to the tender may please be noted and complied with.

#### 1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	PSER:SCT:KLN-M1876:18
ii	Broad Scope of job	<p>PACKAGE-A : Design, Engineering, Manufacturing, Supply, Erection &amp; Commissioning, etc. of Air Conditioning System for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh.</p> <p>PACKAGE-B: Design, Engineering, Manufacturing, Supply, Erection &amp; Commissioning, etc. of Ventilation System for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh.</p>
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	General conditions of contract (Supply) <i>Applicable.</i>
b	Volume-IB	General conditions of contract (Service) <i>Applicable.</i>
c	Volume-IC & ID	Special conditions of contract (Supply & Service-Common) <i>Applicable.</i>
d	Volume-IC	Special conditions of contract (Supply) <i>Applicable.</i>
e	Volume-ID	Special conditions of contract (Service) <i>Applicable.</i>
f	Volume-IE	Annexures, Formats, etc. <i>Applicable.</i>
g	Volume-II	Scope of work, technical specification, drawing etc <i>Applicable.</i>
h	Volume-III	Price Schedule (Absolute value) – Rev-00 <i>Applicable.</i>
iv	ISSUE OF TENDER DOCUMENTS	<p>1. <u>Sale from BHEL PSER office:</u> Start: 06/02/2018 Close: 27/02/2018</p> <p>2. <u>From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>, <a href="http://www.jantermanter.com">www.jantermanter.com</a> &amp; CPP Portal)</u></p> <p>Tender documents can be downloaded from above website till due date of submission.</p>
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date: 27-02-2018, Time: 15-00 Hrs. <i>Applicable.</i></p> <p>The bidder may respond by submitting their offer through hard copy mode. Offers are invited in two-parts only.</p> <p>For details regarding Digital Signature etc, interested bidders are requested to go through the details mentioned in <a href="http://www.bhel.com">www.bhel.com</a> (tender section) available in this link <a href="http://www.bhel.com/pdf/DSC_checklist_web.pdf">http://www.bhel.com/pdf/DSC_checklist_web.pdf</a></p>

vi	OPENING OF TENDER	<i>Date: 27/02/2018</i> <i>2 hours after the latest due date and time of Offer submission</i> <i>Notes:</i> <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.</i> <i>(2) Bidder may depute representative to witness the opening of tender.</i>	<i>Applicable.</i>
vii	EMD AMOUNT	NA	<i>Not Applicable.</i>
viii	COST OF TENDER	INR 10,000/- (Refer Currency Matrix)	<i>Applicable.</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 15-02-2018</i> <i>Along with soft version also, addressing to undersigned &amp; to others as per contact address given below</i>	<i>Applicable.</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	--	<i>Not Applicable</i> <i>(In case BHEL decides to conduct PBD, date, time &amp; venue of PBD will be intimated suitably thru TCN.)</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<b>IEM DETAILS:</b>  <i>Shri D.R.S Chaudhary, IAS (Retd.),</i>  <i>E-1/164, Arera Colony, Bhopal -462016</i>  <i>Email: dilip.chaudhary@icloud.com</i>	<i>Applicable.</i>
xii	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 ( <a href="http://www.bhel.com">www.bhel.com</a> →Tender Notifications →View Corrigendums & <a href="http://www.jantermanter.com/">www.jantermanter.com/</a> CPP portal →Tender Notice) and not in the newspapers. Bidders to keep themselves updated with all such information.	<i>Shall be intimated to bidder.</i>

2.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders as detailed below:

**FOR HARD COPY SUBMISSION OF OFFER**

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid)(PACKAGE-A/PACKAGE-B) – in sealed and superscribed envelope (ENVELOPE-III).Bidder to submit Package wise Price Bid in separate sealed envelope.  
One set of tender documents shall be retained by the bidder for their reference
- Two additional copies of Techno-commercial bid, along with original shall be submitted.

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- 3.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below.  
(All pages to be signed and stamped)

Sl no	Description	Remarks
<b>Part-I A</b>		
	<b>ENVELOPE – I superscribed as :</b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. <b>Note:</b> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Applicable.
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume-IC & ID: Special conditions of contract (Supply & Service- Common)	
ix.	Volume – I C : Special conditions of contract (Supply)	
x.	Volume – I D : Special Conditions of Contract (SCC)-Service	
xi.	Volume – I B : General Conditions of Contract (GCC)-Service	
xii.	Volume – I E : Forms & Procedures etc.	
xiii.	Volume – IIIA/IIIB- (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item.	
xiv.	Any other details preferred by bidder with proper indexing.	

<b>PART-I B</b>		
	<b>ENVELOPE – II superscribed as:</b> PART-I (COST of TENDER)	

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	TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:-	
i.	1. Cost of Tender ( Demand Draft or copy of Cash Receipt as the case may be)	

	<b>PART-II</b>	
	PRICE BID consisting of the following shall be enclosed	
	<b>ENVELOPE-III</b> superscribed as: PART-II- (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:-	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume IIIA/IIIB – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)Bidder to submit Package wise Price Bid in separate sealed envelope.	

	<b>OUTER COVER</b>	
	<b>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)</b> superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> <li>o Envelopes I</li> <li>o Envelopes II</li> <li>o Envelopes III</li> </ul>	

**FOR SUBMISSION OF OFFER****DOCUMENTS TO BE SUBMITTED**

Sl no	Description	Remarks
<b>PART-I A</b>	<b>(TECHNO COMMERCIAL BID)</b>	
	CONTAINING THE FOLLOWING:-	
xv.	Covering letter/Offer forwarding letter of Tenderer.	Original & 3 copy
xvi.	Duly filled-in 'No Deviation Certificate' as per prescribed format.  <b>Note:</b> c. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be <b>attached in relevant attachment section of the e –procurement portal</b> . It shall be specifically noted that deviation recorded elsewhere shall not be entertained.	Original & 3 copy

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	<p>d. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>iii). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>iv). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
xvii.	<p>Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	Original & 3 copy
xviii.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	Original & 3 copy
xix.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Applicable. Original & 1 copy.
xx.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	Original & 1 copy.
xxi.	Notice inviting Tender (NIT)	Original
xxii.	Volume-IC & ID: Special conditions of contract (Supply & Service-Common)	Original
xxiii.	Volume – I C : Special conditions of contract (Supply)	Original
xxiv.	Volume – I D : Special Conditions of Contract (SCC)-Service	Original
xxv.	Volume – I B : General Conditions of Contract (GCC)-Service	Original
xxvi.	Volume – I E : Forms & Procedures etc.	Original & 1 copy
xxvii.	Volume–IIIA/IIIB - (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item.	Original & 3 copies.
xxviii.	Any other details preferred by bidder with proper indexing.	Original

<b>PART-I B</b>	<b>COST OF TENDER</b> (To be submitted offline within due date of offer submission)	
	<b>CONTAINING THE FOLLOWING:-</b>	
i.	Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

<b>PART-II</b>	<b>PRICE BID</b>	
	<b>CONTAINING THE FOLLOWING:-</b>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume IIIA/IIIB – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

**SPECIAL NOTE:**

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- A) Your offer & documents submitted along with offer shall be signed & stamped in each page by your authorised 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.
- B) The credentials/ documents submitted towards compliance of Pre-qualification requirement shall be physically signed by the authorized signatory & stamped before /submission of offer .
- C) 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 in case of submission of offer through BHEL's e-procurement site). BHEL shall not be responsible for any missing documents.
- D) Unless specifically stated otherwise, bidder shall remit cost of tender (non-refundable) and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata, issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PSER, at KOLKATA, Sundays and second/ last Saturdays.
- E) The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed and stamped (digitally signed & stamped in case of e mode of bidding) on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.

- 4.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ 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.
- 5.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter. However, BHEL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.
- 6.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. 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 above.
- 7.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail , as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to any delay. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 8.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 9.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer else BHEL's interpretation shall prevail & binding on you.
- 10.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for

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further participation. Detail of Independent External Monitor (IEM) for the subject tender is furnished above.

- 11.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender along with TCNs including PBD, if any.
- 12.0 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 be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-1 (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD. BHEL's decision in this regard shall be final & binding.
- 13.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, or submitted in hard bid will be opened.
- 14.0 Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 15.0 BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

However, if reverse auction process is not adopted or is unsuccessful for whatsoever reason, absolute value price bid (Volume-III) submitted in hard bid will be opened for deciding the successful bidder. BHEL's decision in this regard will be final & binding on bidder.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L 1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L 1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

As a reminder to the bidders, system will flash following message (in Red Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

- 16.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

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- 17.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 18.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC, will be governed by GCC.
- 19.0 Corrigendum/ corrigendum/ extension/ addendum, if any, pertaining to this tender will be published in the web sites [www.jantermanter.com](http://www.jantermanter.com), [www.bhel.com](http://www.bhel.com) etc or will be issued directly to you, as applicable.
- 20.0 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.
- 21.0 Standalone bidder can neither again be a prime bidder in a consortium bid nor be a consortium partner to any other bidder. Similarly, prime bidder shall neither be a consortium partner to other prime bidder nor submit any other bid with other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidder(s).
- 22.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 23.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 24.0 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 Website ([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:

b.i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

b.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.

b.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.

- 25.0 It may please be noted that Guidelines/Rules in respect of Suspension of business dealings (Hold- 6 to 12 Months/ Delisting – 2 years / Banning – 3 years etc), Vendor Evaluation formats, quality, safety and HSE guidelines , standard T&P hire charges of BHEL etc may undergo change from time to time and the latest one

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shall be followed. Latest "Guidelines for Vendor Evaluation" is web based, quality, safety & HSE"; standard T&P hire charges shall be available at site and shall be given to the successful vendors/subcontractors during execution.

- 26.0 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or valid Udyog Aadhar Memorandum & acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through a-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.
- 27.0 The bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website [www.bhel.com](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.
- 28.0 Annexure-B – Terms & conditions of Reverse Auction is enclosed herewith.
- 29.0 Annexure-E – Guidelines/ rules for Bank Guarantee submission by Foreign vendor.
- 30.0 EXIM Bank undertaking-Annexure-D to be furnished by the bidder
- 31.0 Annexure-F - Declaration for Confirming the Knowledge of Site Conditions, Laws and Regulations to be furnished by the bidder.
- 32.0 Duly filled & Signed Annexure-A- BHEL Evaluation Report to be submitted by the bidders alongwith their techno-commercial offer.
- 33.0 Annexure-G -Amendment to GCC shall be read in conjunction with GCC-Volume-IA & IB. This Annexure-G Amendment to GCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC only.
- 34.0 Duly filled & signed Annexure- CPP-GST/I to be submitted by bidders along with their techno-commercial offer.
- 35.0 Integrity Pact (IP) –

(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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial 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.

Details of IEM for this tender is furnished below:-

Name

Address  
e-mail

}----- REFER SL NO (xi) UNDER CLAUSE NO 1 ABOVE

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

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(b) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department.

For all clarifications/ issues related to the tender, Please contact:

Name: Sriparna Mukherjee  
 Deptt: SCT Dept, BHEL PSER  
 Address: DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091  
 Phone: 033-2339 8228  
 Email: [sriparna@bhel.in](mailto:sriparna@bhel.in); [papori@bhel.in](mailto:papori@bhel.in); [subrata.sen@bhel.in](mailto:subrata.sen@bhel.in)  
 Fax: 033-2321 1960

36.0 The contractor shall, at all stages of work deploy skilled/ semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/ Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/ semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.”

37.0 For sale & import transactions, Foreign Bidders are required to submit the following documents before raising first bill for payment –

- Tax Residency Certificate.
- Form 10F as attached to be signed by the vendor (To avail the benefit of DTAA).
- A declaration from vendor stating he does not have a Business Connection or Permanent Establishment in India (if applicable).

38.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Bid-Volume-III
- Technical Specification (TS) – Volume-II
- Special Conditions of Contract (SCC) –Volume- IC & ID
- General Conditions of Contract (GCC) –Volume- IA & IB
- Forms and Procedures –Volume-IE

for BHARAT HEAVY ELECTRICALS LTD

DY MGR (SCT)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033-2339 8228.
	FAX no	033-23211960
	e-mail	<a href="mailto:sriparna@bhel.in">sriparna@bhel.in</a> / <a href="mailto:subrata.sen@bhel.in">subrata.sen@bhel.in</a> / <a href="mailto:papori@bhel.in">papori@bhel.in</a> ;
BHEL, PEM, Noida	Address	Power Projects Engineering Institute, PPEI Building, HRDI & ESI Complex, Plot 25, Sector 16A, Noida – 201 301 (UP).
	Phone no	0120 4368870 (D)
	FAX no	0120-4329046
	e-mail	<a href="mailto:varunjain@bhel.in">varunjain@bhel.in</a>

**Enclosure:**

01. Annexure-1: Pre Qualification Criteria.
02. Annexure-2: Format for No deviation Certificate.
03. Annexure-3: Format for seeking clarification.
04. Annexure-4: Check List.
05. Annexure –B- Terms & conditions of Reverse Auction.
06. Annexure –C- CA certificate Format.
07. Annexure-D – Exim bank Undertaking.
08. Annexure-E – Guidelines/ rules for Bank Guarantee submission by Foreign vendor.
09. Annexure-F - Declaration for Confirming the Knowledge of Site Conditions, Laws and Regulations
10. Annexure-G-Amendment to GCC (Vol-1A/Vol-1B)
11. Annexure– CPP-GST/I.
12. Integrity Pact Agreement Format (Separate).
13. Form 10F (Separate).
14. Other Tender documents as per this NIT.

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**ANNEXURE - 1****PRE QUALIFICATION CRITERIA**

JOB	PACKAGE-A : Design, Engineering, Manufacturing, Supply, Erection & Commissioning, etc. of Air Conditioning System for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh.  PACKAGE-B: Design, Engineering, Manufacturing, Supply, Erection & Commissioning, etc. of Ventilation System for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh.
TENDER NO	PSER:SCT:KLN-M1876:18

<b>SL. NO.</b>	<b>PRE-QUALIFICATION CRITERIA</b>
<b>1.0</b>	<b>FINANCIAL CRITERIA</b>
<b>1.1</b>	<p><b>AIR CONDITIONING SYSTEM (PKG-A)</b></p> <p>BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF <b>INR 538.81 LAKH</b> OR EQUIVALENT AMOUNT* DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2017 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER.</p> <p>BIDDER SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT IN SUPPORT OF THE SAME.</p> <p>IN CASE AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL 3 YEARS AS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS.</p> <p>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.</p>
<b>1.2</b>	<p><b>VENTILATION SYSTEM (PKG -B)</b></p> <p>BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF <b>INR 402.73 LAKH</b> OR EQUIVALENT AMOUNT* DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2017 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER.</p> <p>BIDDER SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT IN SUPPORT OF THE SAME.</p> <p>IN CASE AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL 3 YEARS AS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS.</p> <p>IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY,</p>

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	THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
<b>2.0</b>	<b>TECHNICAL CRITERIA</b>
2.1	<p><b>AIR CONDITIONING SYSTEM (PKG-A)</b></p> <p>BIDDER SHOULD HAVE DESIGNED, SUPPLIED, ERECTED AND COMMISSIONED AT LEAST TWO (2) NOS. AIR CONDITIONING SYSTEM HAVING A TOTAL INSTALLED CAPACITY OF 300TR OR MORE, WHICH SHOULD HAVE INCLUDED AT LEAST ONE CHILLING UNIT WITH A MINIMUM CAPACITY OF 60TR. THE SYSTEM SHOULD HAVE BEEN IN SUCCESSFUL OPERATION FOR AT LEAST TWO (2) YEARS PRIOR TO 22.09.2015.</p> <p>IN ADDITION, THE CHILLER UNITS(S) PROPOSED TO BE SUPPLIED FOR THIS PACKAGE SHALL BE SOURCED FROM THE MANUFACTURER WHO HAVE MANUFACTURED AND SUPPLIED AT LEAST TWO (2) NOS. OF SIMILAR TYPE OF CHILLER UNIT HAVING A CAPACITY OF NOT LESS THAN 150TR, WHICH HAVE BEEN IN SUCCESSFUL OPERATION FOR AT LEAST TWO (2) YEARS PRIOR TO 22.09.2015.</p>
2.2	<p><b>VENTILATION SYSTEM (PKG -B)</b></p> <p>BIDDER SHOULD HAVE DESIGNED, SUPPLIED, ERECTED AND COMMISSIONED AT LEAST FIVE (5) NOS. VENTILATION SYSTEM INCLUDING AIR WASHER UNIT HAVING INDIVIDUAL FAN CAPACITY OF 80,000 CUM./ HOUR OR MORE. THE SYSTEM SHOULD HAVE BEEN IN SUCCESSFUL OPERATION FOR AT LEAST TWO (2) YEARS PRIOR TO I.E. 22.09.2015.</p>

**NOTE:**

A	THE TENDER COMPRISES OF TWO PACKAGES. BIDDER MAY QUOTE FOR ANY OR BOTH THE PACKAGES. BIDDER HAS TO MEET THE PRE-QUALIFICATION CRITERIA (TECHNICAL AND FINANCIAL), AS MENTIONED ABOVE, FOR THE PACKAGES HE IS BIDDING I.E IF HE IS BIDDING FOR ONE PACKAGE, HE HAS TO MEET PQC OF THAT PACKAGE AND IN CASE HE IS BIDDING FOR BOTH PACKAGES, HE HAS TO MEET PQC FOR BOTH PACKAGES.
B	<p>BIDDERS ELIGIBILITY FOR QUALIFICATION OF FINANCIAL PQC (AVERAGE ANNUAL TURNOVER HEREINAFTER TERMED AS 'TO') SHALL BE CONSIDERED AS PER FOLLOWING:-</p> <p>a) TO &lt; <b>Rs. 402.73 LAKH</b> - NOT ELIGIBLE TO PARTICIPATE IN TENDER.</p> <p>b) <b>Rs. 402.73 LAKH</b> ≤ TO &lt; <b>Rs. 538.81 LAKH</b> - ELIGIBLE TO PARTICIPATE IN TENDER FOR "PKG-B" ONLY.</p> <p>c) <b>Rs. 538.81 LAKH</b> ≤ TO &lt; <b>Rs. 941.54 LAKH</b> - ELIGIBLE TO PARTICIPATE IN TENDER FOR EITHER "PKG-A" OR "PKG-B" AS PER THEIR OFFER. IN CASE BIDDER QUOTES FOR BOTH PKGS AND STANDS L1 IN THE FIRST PKG, FOR WHICH PRICE BID HAS BEEN OPENED, THEN THEIR OFFER SHALL NOT BE CONSIDERED FOR SECOND PACKAGE. ELSE, THEIR OFFER SHALL BE CONSIDERED FOR SECOND PACKAGE.</p> <p>d) TO ≥ <b>Rs. 941.54 LAKH</b> - ELIGIBLE TO PARTICIPATE IN TENDER FOR BOTH PACKAGES AS PER THEIR OFFER.</p>
C	THE PROJECT IS FUNDED BY THE EXIM BANK OF INDIA. IN ACCORDANCE WITH THE REQUIREMENT OF THE LENDER, THE BIDDER SHALL ENSURE, "GOODS AND SERVICES OF MINIMUM 75% OF THE CONTRACT VALUE MUST BE SOURCED FROM INDIA". BIDDER SHALL SUBMIT AN UNDERTAKING IN THE LETTERHEAD OF THE COMPANY ALONG WITH HIS BID STATING THAT THE BIDDER WILL MANDATORILY MEET THE ABOVE REQUIREMENT OF THE CONTRACT.

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	ACCORDINGLY, COMPLIANCE OF THIS CONDITION DURING PROJECT EXECUTION WILL BE ACCESSED ON THE BASIS OF CERTIFICATE OF COUNTRY OF ORIGIN.
D	THOUGH CONSORTIUM / JV BIDDING IS NOT PERMITTED FOR THIS TENDER, BIDDER CAN ASSOCIATE SISTER CONCERN / DEALER/ ANY OTHER AGENCY, WHO IS REGISTERED IN BANGLADESH, TO CARRY OUT SERVICE PORTION UNDER THE SUPERVISION OF THE BIDDER FOR SUCCESSFUL COMPLETION OF THE PACKAGE. HOWEVER, THE ORDER FOR THE ENTIRE SCOPE OF WORK SHALL BE PLACED ON THE BIDDER.
E	THE SUPPLIER HAS TO SUBMIT THE FOLLOWING SUPPORTING DOCUMENTS TO MEET PRE-QUALIFICATION REQUIREMENT MENTIONED ABOVE.  A) COPY OF PERFORMANCE CERTIFICATES IN ENGLISH FROM END USER MENTIONING SUCCESSFUL OPERATION FOR A PERIOD NOT LESS THAN TWO (2) YEARS PRIOR TO 22.09.2015. B) COPY OF CO-RELATED PURCHASE ORDER (PO) OR LETTER OF INTENT (LOI) OR LETTER OF AWARD (LOA) OR WORK ORDER (WO).
F	BIDDER SHALL OFFER AND SUPPLY ONLY THE TYPE OF ABOVE EQUIPMENT(S) FOR WHICH BIDDER HIMSELF IS QUALIFIED.
G	TWO/FIVE DIFFERENT INSTALLATIONS MEANS TWO/FIVE DIFFERENT PROJECT SITES OR TWO/FIVE DIFFERENT CONTRACTS. TWO/FIVE DIFFERENT SITE MEANS TWO/FIVE DIFFERENT PROJECT SITES OR TWO/FIVE DIFFERENT CONTRACTS AT SAME PROJECT SITE.
H	BIDDER TO SUBMIT PERFORMANCE CERTIFICATES IN ENGLISH FROM END USERS ALONG WITH COPY OF RELATED PURCHASE ORDERS (PO) OR LETTER OF INTENTS (LOI) OR LETTER OF AWARDS (LOA) OR WORK ORDERS (WO).
I	BIDDER SHALL SUBMIT DESIGN DOCUMENTS TO SUBSTANTIATE TECHNICAL PARAMETERS SPECIFIED IN PQR, IF THE SAME IS NOT MENTIONED IN PERFORMANCE CERTIFICATE/PURCHASE ORDER.
J	BHEL MAY ASK FOR ADDITIONAL DOCUMENTS/VISIT TO BIDDER'S WORKS/INSTALLATION TO SATISFY THEMSELVES FOR ESTABLISHING PROVENESS CRITERIA.
K	IN CASE DOCUMENTS SUBMITTED FOR MEETING PQR ARE IN LANGUAGE OTHER THAN ENGLISH, NOTARIZED ENGLISH TRANSLATION SHALL ALSO BE SUBMITTED.
L	THE VENDOR SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED IN THE PRE-QUALIFICATION CRITERIA EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
M	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION & PARTICIPATION AS PER NIT & OTHER TERMS OF THE TENDER, ALONG WITH ACCEPTANCE/ APPROVAL OF BIDDER BY THE CUSTOMER.
N	* EQUIVALENT AMOUNT MEANS THAT IT IS THE CONVERTED RATES OF OTHER CURRENCY TO INR AS PER CURRENCY MATRIX.

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**ANNEXURE - 2****FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

BHARAT HEAVY ELECTRICALS LIMITED,  
Power Sector - Eastern Region,  
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,  
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	PACKAGE-A : Design, Engineering, Manufacturing, Supply, Erection & Commissioning, etc. of Air Conditioning System for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh.  PACKAGE-B: Design, Engineering, Manufacturing, Supply, Erection & Commissioning, etc. of Ventilation System for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh.	
Ref	1.0	Tender no PSER:SCT:KLN-C1876:18
	2.0	BHEL 's NIT ref PSER:SCT:KLN-M1876: 6472 Date: 06-02-2018
	3.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is 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 the website/ issued by you and in case of such 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. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

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

**ANNEXURE - 3****FORMAT FOR SEEKING CLARIFICATION**

<b>JOB</b>	PACKAGE-A : Design, Engineering, Manufacturing, Supply, Erection & Commissioning, etc. of Air Conditioning System for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh.  PACKAGE-B: Design, Engineering, Manufacturing, Supply, Erection & Commissioning, etc. of Ventilation System for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh.
<b>TENDER NO</b>	PSER:SCT:KLN-M1876:18

<b>SI no</b>	<b>Reference clause of tender document</b>	<b>Existing provision</b>	<b>Bidder's query</b>	<b>BHEL's clarification</b>

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**ANNEXURE - 4****CHECK LIST**

NOTE:- Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount: Please tick ( √ ) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY(BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO
21	Annexure-D – Exim bank Undertaking.	Applicable/Not Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)

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Annexure -BTerms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure IV) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process, provided minimum four bidders have submitted online sealed bids. Wherever more than one bidder is H1, all H1 bidders will not be allowed to participate in further RA, provided minimum 3 bidders are left after removal of all such H1 bidders.

पावर सेक्टर पूर्वी क्षेत्र ( मुख्यालय )

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**Annexure -C****Certificate by Chartered Accountant on letter head**

This is to Certify that M/S .....,  
 (hereinafter referred to as 'company') having its registered office at  
 ..... is registered under MSMED Act 2006, (Entrepreneur  
 Memorandum No (Part-II) ..... dtd:.....,  
 Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :  
 Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
 Rs.....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for .....Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category {Micro/ Small} (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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**UNDERTAKING**  
**(To be submitted in the company's letter head)**

THIS UNDERTAKING (“Undertaking”) executed at **(Location)** on this **(Date)** by:

1. **(Company Name)**, registered office at \_\_\_\_\_,

IN FAVOUR OF

2. **Bharat Heavy Electricals Limited**, a company incorporated under the company Act, 1956 of India having its registered office at BHEL House, Siri Fort, New Delhi-110049 and Power Sector Eastern Region Office at DJ-9/1, Sector-II, Saltlake City, Kolkata-700091, India.

1. **UNDERTAKING**

- 1.1 We hereby confirm that we are not a black listed company/organization by EXIM Bank of India as on the latest due date of bid submission.
- 1.2 During scrutiny if it is found otherwise w.r.t. undertaking furnished above, BHEL shall have right to cancel our bid for further evaluation.

Signed & Delivered on behalf of

(Company Name):  
 Official Representative:-  
 Designation:-  
 Date:-

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : +91 33 23211960

फोन/Phone : बोर्ड/EPABX : +91 33 23398000, Dir: +91 33 23211691

**ANNEXURE-F****ON BIDDER'S LETTER HEAD****Certificate of Declaration for Confirming the Knowledge of Site Conditions, Laws and Regulations**

We, \_\_\_\_\_ hereby declare and confirm that we have visited the project site under the subject namely Project Site of 2 x 660 MW MAITREE SUPER THERMAL POWER PROJECT which is located in Moithara Village, Rampal Upazila, Bagerhat District, Bangladesh and acquired full knowledge and information about the site condition, wages structure, industrial climate and total work involved.

We confirm to agree and acknowledge that we are fully aware of all the Applicable Laws and Regulations applicable in Project Site in Bangladesh including the Bangladesh Labour Act 2006 and the Bangladesh Labour Rules 2015. We further confirm to ensure our respective employees, servants, consultants and agents abide by the all Applicable Laws (i) relating to the performance of the Work (ii) by all rules and regulation of those Governmental Authorities who have control or jurisdiction over the Site or the countries where we may reside or perform work, directly or indirectly under this Contract (including the timely payment of any or all fees, assessments or other governmental charges and registrations with relevant agencies or other Governmental Authorities required in connection therewith) and (iii) with the terms and conditions of any Authorizations.

We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions and Laws and Regulations.

Bidder's Name and Address

(Signature of the Bidder's with Seal)

Place :

Dated :

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**Annexure –E****Guidelines/ rules for Bank Guarantee submission by Foreign vendor**

As per tender provision Bank Guarantees shall be furnished by the contractor from scheduled Banks/ Public Financial Institutions in line with the following guidelines/rules for acceptance of the BG:

**I. In case of Bank Guarantees submitted by the Foreign Vendors-**

- a)** From Nationalized/ Public sector/ Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the unit is located i.e. Demand can be presented at the Branch Located in the town / city or at nearest branch where the unit is located.
- b)** From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
- b.1)** In such cases, Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter – Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank )(List of BHEL's Consortium Bank is given below). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.
- b.2)** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank, the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
- b.3)** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).
- b.4)** The BG should clearly specify that the demand or other document can be presented in electronic form.

**II. Currency of BG shall be the currency indicated in the Letter of Intent (LOI).**

List of Consortium Banks					
	Nationalised Bank		Nationalised Bank		Foreign bank
1	Allahabad bank	13	State Bank of Hyderabad	21	CITI Bank N.A
2	Andhra bank	14	Syndicate Bank	22	Deutsche Bank AG
3	Bank of Baroda	15	State Bank of Travancore	23	The Hongkong and Shanghai Banking Corporation Limited
4	Canara Bank	16	UCO Bank	24	Standard Chartered Bank
5	Corporation bank	17	Union Bank of India	25	J P Morgan
6	Central bank	18	United Bank of India		Private bank
7	Indian Bank	19	Vijaya Bank	26	Axis Bank
8	Indian Oversea Bank			27	The Federal Bank Limited
9	Oriental bank of Commerce		Public Sector Banks	28	HDFC
10	Punjab National Bank	20	IDBI	29	Kotak Mahindra Bank
11	Punjab & Sindh Bank			30	ICICI
12	State Bank of India			31	Indusind Bank
				32	Yes Bank

पावर सेक्टर पूर्वी क्षेत्र ( मुख्यालय )

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Annexure - GAmendment to GCC

AMENDED/ REVISED/MODIFIED TERMS	
CLAUSE NO	DESCRIPTION
VOLUME-IA-GCC (SUPPLY)/ VOLUME-IB-GCC (SERVICE)	
(I)	New clauses have been introduced under Volume-IA-GCC/ Volume-IB-GCC superseding all pertinent clauses of risk and cost
1.1	<p>Risk and cost may be invoked in any of the following cases:</p> <p>i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of supply does not appear to be executable within balance available period considering its performance of execution.</p> <p>ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</p> <p>iii). Non completion of work/ Non-supply by the Contractor within scheduled completion/ delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor.</p> <p>iv). Termination of Contract on account of any other reason (s) attributable to Contractor.</p> <p>v). Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</p> <p>vi). Non-compliance to any contractual condition or any other default attributable to Contractor.</p> <p><u>Risk &amp; Cost Amount against Balance Work:</u>  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 at the time of termination of contract i.e. inclusive of PVC &amp; ORC, if any.  H = Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>* Balance scope of work/ supply (in case of termination of contract):  Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk &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.</p>

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	<p>NOTE: In case portion of work is being withdrawn at risk &amp; cost of contractor instead of termination of contract, 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><u>LD against delay in executed work/ supply in case of Termination of Contract:</u></p> <p>LD against delay in executed work/ supply shall be calculated in line with LD clause no. 12.2.1 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work/ supply till termination of contract.</p> <p>Method for calculation of "LD against delay in executed supply in case of termination of contract" 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 = 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 and were planned for execution till termination of contract = Y</p> <p>iv). Delay in executed work/supply attributable to contractor i.e. <math>T2 = [1 - (X/Y)] \times T1</math></p> <p>v). LD shall be calculated in line with LD clause (clause 12.2.1) of GCC for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.</p>
1.2	<p><u>Recoveries arising out of Risk &amp; Cost and LD or any other recoveries due from Contractor</u></p> <p>Following sequence shall be applicable for recoveries from contractor:</p> <p>a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.</p> <p>b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.</p> <p>c) If contractor 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: Dues payable to contractor against other contracts in the same Region shall be considered for recovery.</p> <p>If recovery cannot be made out of dues payable to the contractor 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.</p> <p>In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.</p>
(II)	Additional clauses have been introduced under Volume-IA-GCC/ Volume-IB-GCC under security deposit (SD) & performance bond (PB) for supply part & service part.
2.0	<p>A <u>Security deposit (SD) &amp; performance bond (PB) for supply part</u></p> <p>SD/ PB BG shall be submitted by successful bidder before release of 1<sup>st</sup> payment by BHEL. Payment will be released on submission of SD &amp; PB BG or after recovery from RA bill(s) of requisite SD (minimum 50% as per tender provision) and PB amount.</p> <p>In case, successful bidder submits SD &amp; PB BG for the equivalent amount, recovered amount will be refunded.</p> <p>In case of delay in extension of SD/PB BG at a later date as per the tender requirement, SD/ PB BG will be invoked. However, if successful bidder submits a new BG after invocation of the previous BG then, it shall be refunded and recovery for the gap period, ie the duration for which BG is not available, shall be made as @SBI PLR +2% on amount equivalent to SDBG / PBG value to be made for the gap period.</p> <p>B <u>Security deposit (SD) &amp; performance bond (PB) for service part</u></p> <p>2.1 SD/ PB BG shall be submitted by successful bidder before release of 1<sup>st</sup> payment by BHEL. Payment will be released on submission of SD &amp; PB BG or after recovery from RA bill(s)</p>

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of requisite SD (minimum 50% as per tender provision) and PB amount.

2.2 In case, successful bidder submits SD & PB BG for the equivalent amount, recovered amount will be refunded.

2.3 In case of delay in extension of SD/ PB BG at a later date as per the tender requirement, SD/ PB BG will be invoked. However, if successful bidder submits a new BG after invocation of the previous BG then, it shall be refunded and recovery for the gap period, i.e. the duration for which BG is not available, shall be made as @SBI PLR +2% on amount equivalent to SDBG / PBG value to be made for the gap period.

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**Annexure- CPP-GST/I****Please arrange to submit this filled-up format along with Tender**

Name of the Company	
Address of Company*	
Company Registration Number*	
Name of Partners / Directors	
ALL THE STATES WHERE BIDDER HAS A PLACE OF BUSINESS*	
ALL ADDRESS OF VENDOR MENTIONING THEIR PIN AS PER THE LATEST GST REGISTRATION*	
GSTN OF ALL THE ABOVE NOTED PLACES OF VENDOR*	
Bidder Type: Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited /undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details	
Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email*	
(Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Fax*	
Mobile*	

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## **SUB-SUPPLIER QUESTIONNAIRE**

(Information marked with asterisk (\*) is mandatory)

**FICHTNER**

**Name of the proposed Equipment / Item / Process with Model / Type / Rating / Capacity / Size / Tonnage etc. (As applicable):**

---

---

1. **Name of Proposed Sub-Supplier \*:** \_\_\_\_\_

**Website \*:** \_\_\_\_\_

2. **Address of Regd. Office \*:**

\_\_\_\_\_  
\_\_\_\_\_

**Details of contact person \*:**

Name \_\_\_\_\_

Mobile no. \_\_\_\_\_

Desig. \_\_\_\_\_

E-mail:

• **Country of Head Office \***

\_\_\_\_\_

• **Field of activities \***

\_\_\_\_\_

3. **Address of Works where Item is being manufactured\***

\_\_\_\_\_  
\_\_\_\_\_

**Details of contact person:**

Name \_\_\_\_\_

Mobile no. \_\_\_\_\_

Desig. \_\_\_\_\_

E-mail:

4. **Branch / Liaison office in Dhaka\***

\_\_\_\_\_  
\_\_\_\_\_

**Details of contact person:**

Name \_\_\_\_\_

Mobile no. \_\_\_\_\_

Desig. \_\_\_\_\_

E-mail:



**5. Details of Proposed Works (If Applicable):**

- a. Year of Establishment of present works: \_\_\_\_\_
  - b. Year of Commencement of: \_\_\_\_\_  
Manufacturing at the above works
  - c. Details of change in works address in past, if any : \_\_\_\_\_
  - d. Total Covered Area : \_\_\_\_\_
  - e. Details of covered area like no. of sheds, : \_\_\_\_\_  
Area of each shed etc.
  - f. Electric power- Connected load: \_\_\_\_\_  
Electric power- Stand by load & system: \_\_\_\_\_
6. **Annual Turnover \* &** : \_\_\_\_\_  
**Profit in past three years \*** : \_\_\_\_\_

**7. Do you have in-house Department for**

- a) Design Yes / No
- b) Research & Development Yes / No
- c) Quality control/Inspection Yes / No
- d) After Sales Service Yes / No

If any of these items answered with “No”, an explanation shall be provided.

8. **Shift works per day** One / Two / Three  
**Weekly day off**

**9. Present Manpower Status:**

Division Status	Graduate		Diploma	Skilled	Un-Skilled	Remarks
	Technical	Non-Technical				
Design						
Production						
Quality Control / Inspection						
After Sales Service						



## SUB-SUPPLIER QUESTIONNAIRE

**FICHTNER**

- a. Enclose organization chart of the proposed works (Y / N) \_\_\_\_\_
- b. Enclose Organization chart of QA / QC Deptt. (Y / N) \_\_\_\_\_
- c. Enclose List of Qualified Welders with process etc. (Y / N) \_\_\_\_\_
- d. Enclose List of Qualified NDT personnel with area of specialization (Y / N) \_\_\_\_\_

**10. Trade Name of Product (if any) \_\_\_\_\_**

**11. Brief details of items manufactured\*:**

Sl. No.	Item & Material (Type / Size / Rating / Model / Tonnage, as applicable)	Installed Capacity	Annual Production Capacity	Annual Production for last Three years		
				I	II	III

**12. Details of foreign Collaboration, if any:**

Sl. No.	Product	Name & Address of Collaborator	Collaboration		
			Scope	Year	Valid upto



**13. Furnish Type Test report for the proposed product (if applicable).**

---

**14. Approval/Certification by National/International standards/accredited agency applicable for the proposed product (if applicable).**

---

**15. Furnish statutory/mandatory certification for proposed product (if applicable).**

---

**16. Furnish supply Experience list of the proposed product \*.**

List shall include Item description (Type / Size / Rating / Model / Tonnage, as applicable), Customer name, Quantity, Year of Supply, and Year of commissioning.

---

**17. Enclose End User's operational feedback certificate for the proposed product\*.**

---

**18. Enclose list of equipment & machinery specific to the proposed product.**

This should include name of equipment, capacity & nos. etc.:

---

**19. Enclose Process Flow Diagram indicating in-house & outsourced process.**

---



**20. General manufacturing facilities available:**

Sl. No.	Description of machine	Inhouse		Outsourced	
		Capacity	No.	Capacity	No.
a)	Material Handling Mobile Crane Fork Lift Over Head Cranes				
b)	Metal Cutting & Bending				
c)	Casting				
d)	Forging				
e)	Fabrication				
f)	Welding				
g)	Machining				
h)	Heat Treatment				
i)	Surface & Cleaning Sand Blasting Shot Blasting Pickling				
j)	Painting				
k)	Metal Coating				
l)	Packing				
m)	Other, if any				

**21. Enclose Testing & Inspection facilities specific to the proposed product \*:**

- a. In-house
- b. Outsourced

\_\_\_\_\_

**22. Storage of finished goods (covered / open).**

\_\_\_\_\_



23 **Enclose list of the source / make with location of major raw material, bought out items and out sourced process \*** \_\_\_\_\_

24. **Furnish details regarding local service support and spare parts availability in Bangladesh. \*** \_\_\_\_\_

**25. Quality management\***

25.1 General

25.1.1 Work Instruction for different processes available. (Y / N) \_\_\_\_\_  
if yes, furnish list.

25.1.2 Evaluation system for raw material / bought out item's supplier is available. (Y / N) \_\_\_\_\_

25.1.3 Records generated during inspection maintained & available for review? (Y / N) \_\_\_\_\_

25.1.4 Statistical quality control techniques used? (Y/N) If yes please furnish details. (Y / N) \_\_\_\_\_

25.1.5 ISO certificate for the works available? (Y / N) \_\_\_\_\_  
If yes, enclose copy of the certificate.

25.1.6 Quality & HSE Manual for the works available (Y / N) \_\_\_\_\_  
If yes, enclose copy of the manual.

25.2 Corrective action

25.2.1 Specifically confirm whether System for identifying & disposition of Non Conformity in the process / product is available (Y / N) \_\_\_\_\_

25.2.2 Specifically confirm whether System for Customer complains & their satisfactory disposal is available. (Y / N) \_\_\_\_\_

25.3. Documentation Control

25.3.1 Procedure available for documentation control (Y / N) \_\_\_\_\_

25.4. Control of Inspection, measuring & testing equipments.

25.4.1 Procedure for calibration of testing & measuring instrument available. (Y / N) \_\_\_\_\_



**27. Certification of sub-supplier \***

**I CERTIFY THAT THE INFORMATION SUPPLIED HEREIN (INCLUDING ALL PAGES ATTACHED) IS CORRECT.**

SEAL \_\_\_\_\_  
M/S. \_\_\_\_\_  
PLACE \_\_\_\_\_  
DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
DESIGNATION \_\_\_\_\_  
MOBILE NO \_\_\_\_\_  
EMAIL \_\_\_\_\_

LIST OF ENCLOSURE:

**28. Certification by Main Supplier \*:**

**ABOVE INFORMATION HAVE BEEN VERIFIED AND FOUND IN ORDER TO COMPLY WITH TECHNICAL SPECIFICATION AS PER EPC-CONTRACT.**

Name: \_\_\_\_\_ Designation: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:**

- 1. COLUMN SHALL NOT BE LEFT UNFILLED. IN CASE OF NOT APPLICABLE / NOT AVAILABLE, THE SAME SHALL BE INDICATED IN THE PROVIDED SPACE.**
- 2. IN CASE PROVIDED SPACE IS NOT ADEQUATE, INFORMATION SHALL BE PROVIDED AS AN ATTACHMENT.**
- 3. PRODUCT CATALOGUE FOR THE PROPOSED EQUIPMENT / ITEM / PROCESS, IF AVAILABLE, SHALL BE ENCLOSED**

## **INTEGRITY PACT**

### **Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

### **and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## **Section 1 – Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

### **Section 4 – Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

### **Section 5 – Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

## **Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section 8 –Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

### **Section 10 – Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

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For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FORM NO. 10F****[See sub-rule (1) of rule 21AB]****Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961**

I \_\_\_\_\_ \*son/daughter of Shri. \_\_\_\_\_ in the capacity of \_\_\_\_\_ (designation) do provide the following information, relevant to the previous year \_\_\_\_\_ \*in my case/in the case of \_\_\_\_\_ for the purposes of sub-section (5) of \* section 90/section 90A:-

<b>SI.No.</b>	<b>Nature of information</b>	<b>Details#</b>
(i)	Status (individual; company, firm etc.) of the assessee	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	

2. I have obtained a certificate referred to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of \_\_\_\_\_ (name of country or specified territory outside India).

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Permanent Account Number:** \_\_\_\_\_

## **Verification**

I \_\_\_\_\_ do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated.

Verified today the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
**Signature of the person providing the information**

Place: \_\_\_\_\_

### ***Notes:***

1. \*Delete whichever is not applicable.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

Currency Matrix for BOP Package ( 03-10-2017)							
Sl no	Nature	Mode	Currency	Place of Deposit/ Return	Exchange Rate as on date of	Rate Published by	Payable
1	Cost of tender	DD/NEFT/RTGS	Indian Rupees (INR)	India	Not Applicable	Not Applicable	Not Applicable
		DD/ Telegraphic Transfer	United States Dollars(USD)	India	Tender floating	SBI Card Rate	INR/USD [ SBI Card Rate --Bank TT Buying Rate]
		DD/ Telegraphic Transfer	Bangladesh Taka (BDT)	India	Tender floating	SBI Card Rate	INR/BDT [ SBI Card Rate --Bank TT Buying Rate]
		DD/ Telegraphic Transfer	Other Foreign Currency	India	Tender floating	SBI Card Rate	INR/ Other Foreign Currency [ SBI Card Rate --Bank TT Buying Rate]
2	EMD by Bidder [Upto INR 20 Lakhs--- Compulsory] [More than INR 20 Lakhs --- Optional]	DD/NEFT/RTGS	Indian Rupees (INR)	India	Not Applicable	Not Applicable	Not Applicable
		DD/ Telegraphic Transfer	United States Dollars(USD)	India	Tender floating	SBI Card Rate	INR/USD [ SBI Card Rate --Bank TT Buying Rate]
		DD/ Telegraphic Transfer	Bangladesh Taka (BDT)	India	Tender floating	SBI Card Rate	INR/BDT [ SBI Card Rate --Bank TT Buying Rate]
		DD/ Telegraphic Transfer	Other Foreign Currency	India	Tender floating	SBI Card Rate	INR/ Other Foreign Currency [ SBI Card Rate --Bank TT Buying Rate]
3	EMD by Bidder [More than INR 20 Lakhs - Optional]	Bank Guarantee from Scheduled Bank in India.	Indian Rupees (INR)	India	Not Applicable	Not Applicable	Not Applicable
		Bank Guarantee from Scheduled Bank in India. In case of Bank Guarantee by Foreign Bank, the bank Gurantee should be counter Guranteed / Confirmed by any Scheduled Bank in India	United States Dollars(USD)	India	Tender floating	SBI Card Rate	INR/USD [ SBI Card Rate --Bank TT Buying Rate]
			Bangladesh Taka (BDT)	India	Tender floating	SBI Card Rate	INR/BDT [ SBI Card Rate --Bank TT Buying Rate]
			Other Foreign Currency	India	Tender floating	SBI Card Rate	INR/ Other Foreign Currency [ SBI Card Rate --Bank TT Buying Rate]
4	Offer by Bidder		<b>INR Compulsorily (If inadvertently the same is quoted in any foreign currency , it will be converted to INR at TT Selling rate of SBI as on latest date of Part-I Bid opening). In case of bank holiday , forex rate of previous SBI Working day.</b>				
5	Reverse Auction		INR				
6	Price Bid Evaluation		<b>INR Compulsorily (If inadvertently the same is quoted in any foreign currency , it will be converted to INR at TT Selling rate of SBI as on latest date of Part-I Bid opening). In case of bank holiday , forex rate of previous SBI Working day.</b>				
7	Order by BHEL		<b>Supply (for the % as mentioned in tender)--In INR / Evaluated INR</b>  <b>Services (for the % as mentioned in tender)--In USD -- At TT selling rate of SBI as on latest date of Part-I Bid opening). In case of bank holiday , forex rate of previous SBI Working day.</b>				

Currency Matrix for BOP Package ( 03-10-2017)							
Sl no	Nature	Mode	Currency	Place of Deposit/ Return	Exchange Rate as on date of	Rate Published by	Payable
8	Return of EMD to unsuccessful Bidder [ Net of Bank Charges]	DD/NEFT/RTGS	Indian Rupees (INR)	India	Not Applicable	Not Applicable	At the Actual amount received in INR
		DD/ Telegraphic Transfer	United States Dollars(USD)	India	Not Applicable	Not Applicable	At the Actual amount received in USD
		DD/ Telegraphic Transfer	Bangladesh Taka (BDT)	India	Not Applicable	Not Applicable	At the Actual amount received in BDT
		DD/ Telegraphic Transfer	Other Foreign Currency	India	Not Applicable	Not Applicable	At the Actual amount received in Other Foreign Currency
9	Conversion of EMD to SD for successful Bidder	Book Adjustment in BHEL	If submitted in Indian Rupees (INR)	India (Against Supply contract for the 100% amount of EMD)	Not Applicable	Not Applicable	Not Applicable
			If submitted in United States Dollars(USD)	India (Against Supply contract for the whole amount of EMD)	At the actual converted value to INR	At the actual converted value to INR	At the actual converted value to INR
			If Submitted in Bangladesh Taka (BDT)	India (Against Supply contract for the whole amount of EMD)	At the actual converted value to INR	At the actual converted value to INR	At the actual converted value to INR
			If submitted in Other Foreign Currency	India (Against Supply contract for the whole amount of EMD)	At the actual converted value to INR	At the actual converted value to INR	At the actual converted value to INR
10	Billing	By Sub-contractor (Hord Copy)	INR -- For Supply portion United States Dollars(USD) -- For Services portion	India -For Supply Bangladesh - For Services	Not Applicable	Not Applicable	Not Applicable
11	Payment against contract execution	Cheque/ EFT / SWIFT	Indian Rupees (INR)- for supply	India	Not Applicable	Not Applicable	Not Applicable
			United States Dollars(USD) - for services	Bangladesh	Not Applicable	Not Applicable	Not Applicable
			Any other Currency -For Supply --- (In case of foreign vendor, if INR payment is not preferred)	India	Date of Payment	TT Selling Rate of Banker of BHEL	INR/ Other currency [ BHEL Indian Banker's TT Selling Rate]
			Bangladesh Taka (BDT) -For Services --- (At the discretion of BHEL only if payment in USD is not possible)	Bangladesh	Date of Payment	Buying Rate of Banker of BHEL	USD / BDT [BHEL's Bangladesh Banker's Buying Rate]

Currency Matrix for BOP Package ( 03-10-2017)							
Sl no	Nature	Mode	Currency	Place of Deposit/ Return	Exchange Rate as on date of	Rate Published by	Payable
12	Balance SD	As per Tender ( Deposit before start of work / Recovery from RA Bills)	INR -- For Supply portion (after adjusting of 100% EMD in cash) United States Dollars(USD) -- For Services portion	India -For Supply Bangladesh - For Services	Not Applicable	Not Applicable	Not Applicable
13	Performance Bank Guarantee (where applicable)	Bank Guarantee from Scheduled Bank in India. In case of Bank Guarantee by Foreign Bank, the bank Guarantee should be counter Guaranteed / Confirmed by any Scheduled Bank in India	INR -- For Supply portion United States Dollars(USD) -- For Services portion	India (Separate for both Supply & Services portion)	Not Applicable	Not Applicable	Not Applicable
14	Financial Evaluation of Pre Qualification Criterion		Indian Rupees (INR)	India	Not Applicable	Not Applicable	Not Applicable
			United States Dollars(USD)	India	Tender floating	SBI Card Rate	INR/USD [ SBI Card Rate --Bank TT Buying Rate]
			Bangladesh Taka (BDT)	India	Tender floating	SBI Card Rate	INR/BDT [ SBI Card Rate --Bank TT Buying Rate]
			Other Foreign Currency	India	Tender floating	SBI Card Rate	INR/ Other Foreign Currency [ SBI Card Rate --Bank TT Buying Rate]

Note: Currency matrix shall prevail over any other similar clause mentioned elsewhere in the tender document.