



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)

Ref: PSER:PUR:PMX:374(V):105(ENQ:19:PP:0015:PUR:139)

Date 24/02/2020

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 [E-Procurement Portal https://bhel.abcprocure.com](#) only, 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. 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:PUR:PMX:374(V):105(ENQ:19:PP:0015:PUR:139) Date 24/02/2020
ii	Broad Scope of job	"SUPPLY OF TRANSLUCENT POLYCARBONATE CLADDING SHEET FOR COAL & LIME SHEDS TO 2X660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH"
iii	DETAILS OF TENDER DOCUMENT	
A	Volume-IA	General conditions of contract (Supply) Applicable.
B	Volume-IB	General conditions of contract (Service) Not Applicable.
C	Volume-IC & ID	Special conditions of contract (Supply & Service-Common) Not Applicable.
D	Volume-IC	Special conditions of contract (Supply) Applicable.
E	Volume-ID	Special conditions of contract (Service) Not Applicable.
F	Volume-IE	Forms & Procedures Applicable.
G	Volume-IF	Technical Conditions of Contract / Scope of Work (TCC) Applicable.
H	Volume-III	Price Schedule (Absolute value) – Rev-0 Applicable.
iv	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at https://bhel.abcprocure.com. Offers are invited in two-parts only. b) In BHEL website (www.bhel.com & CPP Portal) : For tender view purpose only. Start date of the tender : 24/02/2020 a) Applicable b) Applicable

v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 05/03/2020, Time: 15:00 Hrs. INDIAN STANDARD The bidder should respond by submitting their offer online in our e-Procurement platform at https://bhel.abcprocure.com only. Offers are invited in two-parts only. Hard copy bid or bids through email/fax shall not be accepted.	Applicable.
vi	OPENING OF TENDER	Date: 05/03/2020, Time: 16:00 Hrs. INDIAN STANDARD TIME Note :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.	Applicable.
vii	EMD AMOUNT	Not Applicable	Not Applicable
viii	COST OF TENDER	Not Applicable	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 03/03/2020, Time: 15:00 Hrs. INDIAN STANDARD TIME Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable.
x	SCHEDULE OF PRE BID DISCUSSION (PBD)	Not Applicable	Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	IEM DETAILS: Refer Clause No 40.0 below	Applicable
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 (www.bhel.com) ; CPP Portal & E-Procurement Site https://bhel.abcprocure.com only. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder

2.0 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 digitally signed & stamped 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.

3.0 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.

4.0 Unless specifically stated otherwise, bidder shall have to deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. For other details please refer General Conditions of Contract.

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

This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING

Sl. No.	Description	Remarks
PART-I A	(TECHNO COMMERCIAL BID)	
	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer. (To be attached in relevant Attachment section)	
ii.	Duly filled -in 'No Deviation Certificate' as per prescribed format. (To be attached in relevant Attachment section) Note: 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 attached in relevant attachment section of the e – procurement portal . 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	

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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 attached in relevant attachment section 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. (To be attached in relevant Attachment section)	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT (To be attached in relevant Attachment section)	
vii.	Notice inviting Tender (NIT) (To be attached in relevant Attachment section)	
viii.	Volume – IF : Technical Conditions of Contract / Scope of Work (TCC) (To be attached in relevant Attachment section)	
ix.	Volume – IC : Special conditions of contract (Supply) (To be attached in relevant Attachment section)	
x.	Volume – IA : General conditions of contract (Supply) (To be attached in relevant Attachment section)	
xi.	Volume – IE : Annexures, Formats, etc. (To be attached in relevant Attachment section)	
xii.	Volume–III – (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item. (To be attached in Unpriced Bid Attachment section)	
xiii.	Any other details preferred by bidder with proper indexing. (To be attached in relevant Attachment section)	

PART-I B	COST OF TENDER	
	CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	1. Not Applicable 2. Not Applicable

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PART-II	PRICE BID (TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION)	
	CONTAINING THE FOLLOWING:-	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume III – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures) Any other document uploaded in the price bid, apart from above tender format, shall not be taken into cognizance for evaluation of offer.	

SPECIAL NOTE:

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

B) The credentials/documents submitted towards compliance of Pre-qualification requirement shall be physically signed by the authorized signatory & stamped before uploading/submission with the offer in the e-procurement portal.

C) **All documents/ annexures submitted with the offer shall be properly attached in the respective sections.** BHEL shall not be responsible for any missing documents.

6.0 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.

7.0 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 (except for the refund of EMD, as applicable). However, BHEL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.

8.0 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.

9.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail or through **E-Procurement Site <https://bhel.abcpurchase.com>**, 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.

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- 10.0** 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.
- 11.0** In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 12.0** 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.
- 13.0** Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender along with TCNs including PBD, if any.
- 14.0** Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **along with techno - commercial bid**. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (xi) of 1 above.**
- 15.0** 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.
- 16.0** While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, **price bid (Volume-III) uploaded in E-Procurement Site <https://bhel.abcprocure.com> will be opened.**
- 17.0** Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 18.0** Bidders are required to submit their **BEST** price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
- 19.0** BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on 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.

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).

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 L1 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 L1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

- 20.0** However, if Reverse Auction process is not adopted or Reverse Auction is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the 'PRICE BID' and price impacts (if any), already submitted in e-procurement portal/platform, submitted by the bidder shall be opened for deciding the successful bidder, as per BHEL's standard practice. BHEL's decision in this regard will be final and binding on bidder.
- 21.0** On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 22.0** 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.
- 23.0** The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 24.0** 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.
- 25.0** The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0** 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).

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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.

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

27.0 Corrigendum/ corrigendum/ extension/ addendum, if any, pertaining to this tender will be published in the web sites CPP Portal, www.bhel.com, <https://bhel.abcpurchase.com> etc. or will be issued directly to you, as applicable.

28.0 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.

29.0 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).

30.0 It may please be noted that applicable Guidelines/Rules in respect of Suspension of business dealings, 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 shall be followed. Latest applicable "Guidelines for Vendor Evaluation" is web based, quality, safety

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& HSE"; standard T&P hire charges shall be available at site and shall be given to the successful vendors/ subcontractors during execution.

31.0 Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender.

32.0 The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

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

34.0 "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15/06/2017 & 28/05/2018 and subsequent Orders issued by respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable".

35.0

- a) Cost of Tender: Not Applicable
- b) Earnest Money Deposit (EMD): Not Applicable
- c) Security Deposit (SD): Not Applicable
- d) Performance Bank Guarantee (PBG): Not Applicable
- e) Performance Bond: Not Applicable
- f) Additional Security Deposit: Not Applicable

36.0 "MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) 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) /Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-B 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 e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

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Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

Type under MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

37.0 Annexure-B – Terms & conditions of Reverse Auction is enclosed herewith.

38.0 Annexure-E – State wise GST Registration nos. is enclosed herewith.

39.0 Duly filled & signed Annexure- CPP/I to be submitted by bidders along with their techno-commercial offer.

40.0 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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl	IEM	Address	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	ybsinghips@gmail.com

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

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

Note:

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

Details of contact person(s):

Name	Mr. Avijit Pan	Smt.Sriparna Mukherjee
Dept.	Purchase Dept., BHEL PSER, Kolkata	Purchase Dept., BHEL PSER, Kolkata
Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091
Phone	033-2339 8224	033-2339 8223
Email	avijitpan@bhel.in	sriparna@bhel.in
FAX	033-2321 1960	033-2321 1960

41.0 Rights of BHEL:

41.1 To withdraw any portion of work and/or to restrict / alter the quantum of work as indicated in the contract during the progress of work and get it done through other agency and/or by departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.

41.2 To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- i) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available (#) period considering its performance of execution.
- ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii) Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv) Termination of Contract on account of any other reason (s) attributable to Contractor.
- v) Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi) Non-compliance to any contractual condition or any other default attributable to Contractor.

(#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

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(*) Balance scope of work (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 for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In-case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

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 ii) Let the value of executed work till the time of termination of contract = X

iii) Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y

iv) Delay in executed work attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$

v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

41.3 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Following sequence shall be applicable for recoveries from contractor:

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- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- 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.
- 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:
 - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
 - ii) 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.
 - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

41.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customers are terminated for any reason.

42.0 ARBITRATION & CONCILIATION:

42.1 ARBITRATION:

42.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.14.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 42.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

42.1.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute

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or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

42.1.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

42.1.4 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

42.2 CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 : "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com). The Procedure 2.3: "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com) together with its Formats (as available in www.bhel.com) will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 : "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com) from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 : "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com) with effect from the date as intimated by BHEL to it.

42.3 NO INTEREST PAYABLE TO CONTRACTOR:

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case

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may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

43.0 It may please be noted that Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid, else bid shall be liable for rejection.

All overwriting/ cutting, etc. will be numbered by bid opening officials and announced during bid opening.

44.0 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:

- a) Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b) Notice Inviting Tender (NIT)
- c) Price Bid/Schedule – Volume-III
- d) Technical Conditions of Contract / Scope of Work (TCC) – Volume-IF
- e) Special conditions of contract (Supply) – Volume- IC
- f) General conditions of contract (Supply) – Volume- IA
- g) Forms and Procedures – Volume-IE

for BHARAT HEAVY ELECTRICALS LTD.

Manager (Purchase)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR, SALT LAKE CITY, KOLKATA – 700 091
	Phone no.	033-23398223, 23398220, 23398228, 23211690
	FAX no.	033-23211660
	E-mail ID	avijitpan@bhel.in , sriparna@bhel.in

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M/s E- PROCUREMENT TECHNOLOGIES LIMITED	For E-PROCUREMENT ASSISTANCE & TRAINING, M/s E- PROCUREMENT TECHNOLOGIES LIMITED HELPDESK PERSONS AS PER FOLLOWING: - 1) Mr. Swapnil Hamilton, Support Executive, Ph: +91 (79)68136849, e-mail ID: swapnil.h@eptl.in 2) Ms. Himanshi Kumari, Support Executive, Ph: +91 (79)68136809, e-mail ID: himanshi.k@eptl.in 3) Mr. Ankur Bhatt, Support Executive, Ph: +91 (79)68136823, e-mail ID: ankur.bhatt@eptl.in 4) Mr. Prashant Rajyaguru, Asst. Manager - Implementation & Support, Ph: +91 (79)68136872 / 08160087732 / 09016859416, e-mail ID: prashant@eptl.in
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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-A: Suspension of Business dealings with Suppliers/ Contractors.
06. Annexure-B: Terms & conditions of Reverse Auction.
07. Annexure-C: CA certificate Format.
08. Annexure-E: State wise GST Registration nos.
09. Annexure-CPP-GST/I: State wise GST Registration nos.
10. Integrity Pact Agreement Format (Separate).
11. Other Tender documents as per this NIT.

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ANNEXURE – 1**PRE QUALIFICATION CRITERIA**

JOB	“SUPPLY OF TRANSLUCENT POLYCARBONATE CLADDING SHEET FOR COAL & LIME SHEDS TO 2X660 MW MAITREE STPP, RAMPAL, BAGHERHAT, BANGLADESH”.
TENDER NO	<u>PSER:PUR:PMX:374(V):105 (ENQ:19:PP:0015:PUR:139)Date 24/02/2020</u>

SL NO	CRITERIA
1.0	FINANCIAL CRITERIA :
1.1	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF USD 0.20 MILLION OR EQUIVALENT AMOUNT* DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2019 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR LAST THREE FINANCIAL YEARS, IN SUPPORT OF THE SAME.
1.2	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL 3 YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS.
1.3	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.
2.0	TECHNICAL CRITERIA:
2.1	THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING 5000 SQM OF POLYCARBONATE SHEET TO GOVT./ PSU/ REPUTED ORGANISATIONS THROUGH A SINGLE PURCHASE ORDER IN LAST FIVE YEARS AS ON LAST DATE OF BID SUBMISSION. OR THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING 7500 SQM OF POLYCARBONATE SHEET TO GOVT./ PSU/ REPUTED ORGANIZATION THROUGH TWO SEPARATE PURCHASE ORDERS IN LAST FIVE YEARS AS ON LAST DATE OF BID SUBMISSION. BIDDER SHALL HAVE TO SUBMIT RELEVANT DOCUMENTS IN SUPPORT OF THE SAME
3.0	GENERAL
A	CONSORTIUM BIDDING/JV BIDDING IS NOT ALLOWED.
B	IN CASE THE JOB IS UNDER EXECUTION/ ONGOING JOB, THE VALUE OF EXECUTED PORTION OF THE JOB SHALL AT LEAST CORRESPOND TO THE RESPECTIVE VALUES SPECIFIED ABOVE EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
C	THE VENDOR SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED IN THE PRE-QUALIFICATION CRITERIA, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
D	AFTER SATISFACTORY FULFILLMENT OF ALL ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION & PARTICIPATION AS PER NIT & ALL OTHER TERMS OF TENDER, ALONG WITH ACCEPTANCE/ APPROVAL OF BIDDER BY CUSTOMER.
E	* EQUIVALENT AMOUNT MEANS THAT IT IS CONVERTED AT RATES AS ON THE DATE OF TENDER FLOATING (BANGLADESH BANK RATES - SELLING RATE).

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

To,
 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	“SUPPLY OF TRANSLUCENT POLYCARBONATE CLADDING SHEET FOR COAL & LIME SHEDS TO 2X660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH”.	
REF	1.0	TENDERNO.PSER:PUR:PMX:374(V):105(ENQ:19:PP:0015:PUR:139) Date 24/02/2020
	2.0	ALL OTHER PERTINENT ISSUES TILL DATE.

Dear Sir/Madam,

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/uploaded offer/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**

JOB	"SUPPLY OF TRANSLUCENT POLYCARBONATE CLADDING SHEET FOR COAL & LIME SHEDS TO 2X660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH".
TENDER NO.	TENDER NO. PSER:PUR:PMX:374(V):105 (ENQ:19:PP:0015:PUR:139) Date 24/02/2020

SI no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

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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 : Please tick (✓) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER Bank : Amount:	
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

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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)

ANNEXURE-A

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	Suspension of business dealings with Suppliers/ Contractors could be in the form of following: -- a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year. b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years. The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.
1.3 .3.1	Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed. ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is exceeded or b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier. iii) a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.

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	b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).
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1.3.2	Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ nonperforming equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
1.4	Banning across BHEL shall be imposed in following cases, if
1.4.1	i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) "Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL." iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.

	viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

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

Annexure -B

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry 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.
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 Process Compliance form **(Annexure-III of Business Rule Document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule)** 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" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, GST and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) 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, **(as per Annexure-IV of Business Rule Document of Reverse Auction)** as provided on case-to-case basis to Service provider within two working days of Auction without fail.

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 23211690

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 (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder. In case of tie for H1 bid (identical online sealed bids), 15 minutes' additional time shall be provided and all the participating bidders shall be informed by mail/message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.*
16. *In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid shall also be considered and to be processed in line with 'Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012'.*

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[Annexure -C](#)**Certificate by Chartered Accountant on letter head**

This is to 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 forMicro / 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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State wise GST Registration nos. – ANNEXURE-D		
Sl. No.	State / UT	GST Reg. No.
1	Andhra Pradesh	37AAACB4146P7Z8
2	Assam	18AAACB4146P1ZE
3	Bihar	10AAACB4146P1ZU
4	Chandigarh	04AAACB4146P1ZN
5	Chattishgarh	22AAACB4146P1ZP
6	Daman & Diu	25AAACB4146P1ZJ
7	Delhi	07AAACB4146P1ZH
8	Gujarat	24AAACB4146P1ZL
9	Haryana	06AAACB4146P1ZJ
10	HP	02AAACB4146P1ZR
11	Jharkhand	20AAACB4146P5ZP
12	Karnataka	29AAACB4146P1ZB
13	Kerala	32AAACB4146P1ZO
14	Maharashtra	27AAACB4146P1ZF
15	MP	23AAACB4146P1ZN
16	Punjab	03AAACB4146P2ZO
17	Rajasthan	08AAACB4146P1ZF
18	Tamil Nadu	33AAACB4146P2ZL
19	Telangana	36AAACB4146P1ZG
20	Tripura	16AAACB4146P1ZI
21	UP	09AAACB4146P2ZC
22	Uttarakhand	05AAACB4146P1ZL
23	West Bangal	19AAACB4146P1ZC
24	Mizoram	15AAACB4146P1ZK
25	Orissa	21AAACB4146P1ZR
26	Arunachal Pradesh	12AAACB4146P1ZQ

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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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*	

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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*	

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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PRICE SCHEDULE (UNPRICED)- VOLUME-III

PLEASE REFER

E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> PRICE SCHEDULE - VOLUME-III

AND FOR

PRICE SCHEDULE (PRICED)- VOLUME-III

PLEASE REFER

E-PROCUREMENT PORTAL <https://bhel.abcprocure.com>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

फैक्स/Fax :

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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

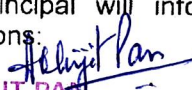
1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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:


अभिजीत पान / AVIJIT PAN

उप महाप्रबंधक (क्रय) / Dy. General Manager (PUR)

बी. एच. ई. एल./ पी.एस.ई.आर / BHEL/ PSER

डी जे - 9/1, सॉल्ट लेक / DJ-9/1, SALT LAKE

कोलकाता-700 091/ KOLKATA-700 091

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 Indian Penal Code (IPC) and Prevention of Corruption 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 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. 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.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

Avijit Pan

अभिजीत पान / AVIJIT PAN

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बी. एच. ई. एल. / पी.एस.ई.आर. / BHEL / PSER

डी जे - 9/1, सॉल्ट लेक / DJ-9/1, SALT LAKE

कोलकाता-700 091 / KOLKATA-700 091

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 Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors:
- 6.2 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 /Subcontractors

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 in line with Non- disclosure agreement.
- 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.


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डी जे - 9/1, सॉल्ट लेक / DJ-9/1, SALT LAKE

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption 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.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

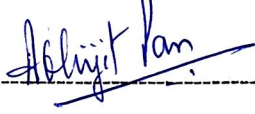
- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified 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.


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 डी जे - 9/1, सॉल्ट लेक / DJ-9/1, SALT LAKE
 कोलकाता-700 014 / KOLKATA-700 014

- 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.



For & On behalf of the Principal

अभिजीत पान / AVIJIT PAN
 उप महाप्रबंधक (क्रय) / Dy. General Manager (PUR)
 (Office Seal) / पी.एस.ई.आर / BHEL / PSER
 डी जे - 9/1, सॉल्ट लेक / DJ-9/1, SALT LAKE
 कोलकाता-700 091 / KOLKATA-700 091

For & On behalf of the Bidder/

Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

उज्ज्वल बाजलादार / Ujjwal Howlader
 (Name & Address) / पी.एस.ई.आर / Sr. Engineer (PUR)
 बी. एच. ई. एल. / पी.एस.ई.आर / BHEL PSER
 डी.जे-9/1, सॉल्ट लेक / DJ-9/1, Salt Lake
 कोलकाता-700 091 / Kolkata-700 091

Witness: _____

(Name & Address) _____

SUPPLY OF POLYCARBONATE PROFILED SHEET FOR COAL & LIME SHEDS TO 2X660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH

PRICE SCHEDULE-R0

TENDER :PSER:PUR:PMX:374(V):105(ENQ:19:PP:0015:PUR:139) Date 24/02/2020

SL NO.	Item Description	UOM	QUANTITY	RATE (IN USD)	AMOUNT(IN USD)
A	B	C	D	E	F=DXE
1	Design, Drawing & Supply of 3mm thickness translucent Polycarbonate cladding sheet as per technical specification of the contract.	SQM	30000		
2	Transit Insurance (Amount)	By BHEL			
3	Total Cost to BHEL at site including the all Taxes,Custom clearance, Transportation etc. in USD in Figure				
	Total Cost to BHEL at site including the all Taxes,Custom clearance, Transportation etc. in USD in Words				
	Note:				
a	Discounts offer by the vendor in price shall not be entertained by BHEL. (Ref. Cl. 18. GCC).				
b	Bidder must quote all the price elements mentioned in price bid. If any element left blank shall be construed as the price is included in Total Cost to BHEL at site excluding all creditable taxes, if applicable .				
c	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate/ optional items with respect to item-wise lowest rates (amongst participating bidders), before placement of order.				
d	Bidder's quoted rate/price shall remain firm for offer validity period.				
e	Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.				
f	Bidder to note that Total DDP(Delivery Duty Paid) (2x660 MW Maitree Rampal Project ,Bangladesh) including all the taxes,custom clearance,transportation etc but excluding transit insurance (In USD) above shall be considered for evaluation & awarding. As such Total price should be complete in all respect for the full scope defined in the tender and considering all terms and conditions defined in the tender .				
g	The total quantity variation shall be limited to (+)/(-) 30 % of the total contract value derived on the basis of the Order Quantities.VENDOR HAVE TO MAINTAIN OVERALL L1 STATUS IN CASE OF QUANTITY VARIATION. Payment shall be made on Pro-rata basis against each item.				
h	MDCC will be provided to supplier as per BHEL's requirement..Stagggered payment shall be possible against each consignment as per terms & conditions of the contract.				
	SIGNATURE OF THE BIDDER WITH SEAL & DATE				

SPECIAL CONDITIONS OF CONTRACT

FOR THE PURCHASE
OF

Design, Drawing & Supply of
3mm thickness translucent
Polycarbonate cladding sheet
for Coal & Lime shed

For 2x660MW
Maitree Rampal
Maitree Project



BHARAT HEAVY ELECTRICALS

CONTENTS

CLAUSE NO	DESCRIPTION
1.0	NAME OF JOB
2.0	BROAD SCOPE OF WORK
3.0	SITE VISIT
4.0	PROJECT MANAGEMENT
5.0	SERVICES TO BE RENDERED BY THE SUCCESSFUL BIDDER
6.0	COMMUNICATION
7.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
8.0	ENGINEERING SERVICES
9.0	QUALITY PLAN
10.0	QUALITY ASSURANCE PROGRAMME
11.0	GENERAL REQUIREMENTS - QUALITY ASSURANCE
12.0	QUALITY ASSURANCE DOCUMENT
13.0	INSPECTION, TESTING AND INSPECTION CERTIFICATE
14.0	OPERATING MANUAL AND MAINTENANCE INSTRUCTION
15.0	INSURANCE
16.0	MATERIAL DESPATCH CLEARANCE CERIFICATE (MDCC) & MATERIAL RECEIPT CERTIFICATE (MRC)
17.0	REPORTING, CLEARING & SHIPPING DOCUMENTS
18.0	CONSIGNEE AND OTHER DETAILS
19.0	DISPATCH
20.0	PACKAGING
21.0	CUSTOM CLEARANCE
22.0	LAWS AND REGULATIONS
23.0	COMPLIANCE WITH APPLICABLE LAWS
24.0	APPROVED MANUFACTURER/ SUB-VENDOR
25.0	CONTRACT RATE/ PRICE
26.0	BANK DETAILS
27.0	EARNEST MONEY DEPOSIT (EMD) / SECURITY DEPOSIT (SD) / PERFORMANCE BOND (PB)
28.0	TAXES, DUTIES, ETC
29.0	COMPLETION PERIOD
30.0	DELIVERY/ SUPPLY SCHEDULE
31.0	EXTENSION OF TIME FOR COMPLETION
32.0	TERMS OF PAYMENT
33.0	BILLING BREAK-UP
34.0	MOBILISATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE
35.0	ESCALATION (PVC)
36.0	OVER RUN COMPENSATION (ORC)/ RATE REVISION
37.0	LIQUIDATED DAMAGE AND OTHER PENALTIES
38.0	GUARANTEE/WARRANTY, AND LATENT DEFECT LIABILITY.
39.0	BANK CHARGE
40.0	OTHER TERMS

TENDER NO – PSER:PUR:PMX:374(Y):105(ENQ:19:PP:0015:PUR:139)		Date 24/02/2020
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This volume shall be construed as part of tender document and shall be read along-with other volumes of tender. Unless otherwise specified, in case of any confusion of any clause/ provision of this volume or any conflict/ inconsistency of any clause/ provision of this volume with that of other volumes, the same shall be brought out by the Successful bidder in writing to BHEL for clarification or during pre-bid discussions, if applicable, failing which most stringent interpretation in favour of BHEL shall be adopted and the same shall be binding to the Successful bidder. Unless otherwise specified, all terms & conditions shall be applicable for entire scope and for each part/ package of tender.

CLAUSE NO	DESCRIPTION
1.0	NAME OF JOB
1.1	Design, Drawing & Supply of 3mm thickness translucent Polycarbonate cladding sheet as per technical specification of the contract. (Design & drawing of Polycarbonate sheet shall be required to submit as per technical specification & input structure drawing to match the profile of metal deck sheet) Supply of flushing/ flat materials will also under the scope of supplier, if required. But payment will not be made for the above. Payment will be made for profile sheet only as per SCC.
1.2	Crimping(if required) due to curvature of the shed and supplier will take care the design , drawing , supply etc. accordingly
2.0	BROAD SCOPE OF WORK
2.1	The work to be done under this specification comprises of manufacturing, inspection, testing at manufacturer's/ sub-vendor's works, painting, proper packing, transportation, delivery, handing over at site of Materials as stated above & detailed in the specification & elsewhere in tender documents.
2.2	The scope of work broadly covers as per specification & elsewhere in the document but shall not be limited to the following.
2.3.1	Detail design of Cladding sheets as per specification/input from coal shed structure supplier.
2.3.2	Preparation of the manufacturing quality plan.
2.3.3	Transportation of materials on DDP – Delivered Duty Paid (INCO Terms 2018) (2X660MW Maitree Rampal Project,Bangladesh) basis.
2.3.4	The bidder shall act as "Transporter" of the materials after Transfer of Ownership of the materials at the registered place of the Bidder.
2.3.5	The bidder shall provide a copy of the Purchase Order issued their C&F Agent before commencement of transportation of goods from the registered place. The C&F agent shall maintain close liaison with BHEL officials in India/Bangladesh with respect to the compliance of Export formalities from India/overseas and Import formalities in Bangladesh.
2.4	Drawings/ documents submitted along with tender are for guidance purpose only and no claim/ compensation, whatsoever, shall be entertained by BHEL on this account.
2.5	<u>MEASUREMENT PROCEDURE FOR PAYMENT:</u> Profiled sheeting shall be measured flat and not girthed. Supply of screw & accessories for fixing of Cladding sheets are excluded from the scope of works.
2.8	All other points shall be as per the terms & conditions and specification along with aforesaid references together with amendments incorporated thereto.
3.0	SITE VISIT Not required
4.0	PROJECT MANAGEMENT To meet the need of project management, successful bidder shall provide the

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	following services within quoted/ accepted prices.
4.1	PLANNING & MONITORING
4.1.1	The Successful bidder shall prepare L1 schedule/ network of engineering, manufacturing, testing, and procurement of sub-vendor items, as per completion schedule given in this document. This network must conform to the overall project schedule.
4.1.2	Based on L1 network the successful bidder will prepare L2 network which will indicate exhaustive list of activities of engineering, procurement of raw materials, manufacturing, testing, procurement of sub-vendor items, and dispatch as per completion schedule given in this document. This network must include all milestone and key activities for each subsystems/ components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), dispatch, erection/ commissioning.
4.1.3	Based on L2 network The successful bidder will develop L3 network, which will indicate micro details of each activity of L2 network and also show customer/ BHEL hold points, responsibility of the customers/ BHEL and Successful bidder.
4.1.4	Above schedules are to be preferably made in Microsoft Project, so that the same is compatible with BHEL's project management software.
4.1.5	Above schedules/ networks would be submitted to BHEL sequentially by the successful bidder within 15 days from date of LOI and finalized within a month.
5.0	SERVICES TO BE RENDERED BY THE SUCCESSFUL BIDDER
5.1	Services for complete engineering, coordination and project management as detailed elsewhere in this tender.
5.2	Services for shop test, quality assurance, as detailed elsewhere in this tender.
5.3	Furnishing preservation schedule with all details of preservation method and preservatives required storing.
5.4	DOCUMENTS
5.4.1	The successful bidder shall furnish 6(Six) sets of approved drawing & documents before start of production work.
5.4.3	The successful bidder shall furnish 6 (Six) sets of 'Storage, preservation & painting manual'.
6.0	COMMUNICATION
	The successful bidder shall be responsible for arranging all communication facilities at office. The successful bidder has to establish independent internet/ e-mail facilities with mobile connection for all key site personnel and same shall be integrated with BHEL's voice/ data network & database systems at site. The successful bidder's office must have facilities of communications like Fax, E-mail, and telephone with STD facility etc.
7.0	GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)
7.1	The work must be performed according to the most recent relevant codes, standards, accident prevention regulations and local rules and legal regulations.
7.2	All materials and equipment supplied and all work carried out as well as calculation sheets, drawings, quality and class of goods, methods of inspection, specific design features of equipment and parts and acceptances of partial plants shall comply in every respect with the applicable standards, codes and regulations to be chosen from the following:
7.2.1	American Association of State Highway and transportation Officials AASHTO American Concrete Institute ACI American Gear Manufacturers Association AGMA American Institute of Steel Construction AISC American Iron & Steel Institute AISI American Moving and Conditioning Association AMCA American National Standards Institute ANSI American Petroleum Institute API American Public Health Association APHA American Society for Testing and Materials ASTM American Society of Civil Engineers ASCE American Society of Heating, Refrigeration & Air Conditioning Engineers ASHRAE

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	American Society of Mechanical Engineers ASME American Water Works Association AWWA American Welding Society AWS American Wire Gauge AWG Anti-Friction Bearing Manufacturers Association AFBMA Architectural Institute of Japan AIJ Association Francaise de Normalisation AFNOR British Standards Institute BS Chlorine Institute CI Crane Manufacturers Association of America CMAA Deutsches Institut für Normung DIN Diesel Engine Manufacturers Association DEMA European Norm EN Expansion Joint Manufacturer Association EJMA Fédération Européene de Manutention FEM Heat Exchanger Institute HEI Hydraulic Institute HI Illuminated Engineers Society IES Institute of Electrical and Electronics Engineers IEEE Instrument Society of America ISA Insulated Power Cable Engineers Association IPCEA International Electrotechnical Commission IEC International Standards Organization ISO Japanese Architectural Standard Specification JASS Japanese Electrical Manufacturers Association JEMA Japanese Electrotechnical Institute JEC Japanese Industrial Standards JIS Manufacturers Standardization Society MSS National Association of Corrosion Engineers NACE National Electrical Code (USA) NEC National Electrical Manufacturer Association (USA) NEMA National Electrical Safety Code NESC National Fire Protection Association NFPA National Structural Code for Building NSCB Occupation Safety and Health Administration OSHA Portland Cement Association PCA Properties of Water and Steam IFC Scientific Apparatus Manufacturers Association SAMA Society of Automotive Engineers ASE Standards of Japanese Electrotechnical Committee JEC Steel Structures Painting Council SSPC Technische Vereinigung der Grosskraftwerksbetreiber VGB Tubular Exchanger Manufacturers Association TEMA Underwriters Laboratory UL Uniform Building Code UBC Verband Deutscher Elektrotechniker VDE Verein Deutscher Ingenieure VDI Vereinigung Deutscher Elektrizitätswerke (Association of German Power Plants) VDEW Water Pollution Control Federation WPCF
7.3	Generally, all internationally and nationally recognized standards as above will be applied, except if specific standards called for by:
7.3.1	a) Occupational Safety Board of Bangladesh b) Department of Inspection for Factories and Establishments, Bangladesh c) Department of Environment, Bangladesh d) Bangladesh Power Development Board e) Bangladesh Energy Regulatory Commission f) Ministry of Power, Energy and Mineral Resources

	g) Bangladesh Fire Service and Civil Defence Ministry h) All relevant Bangladesh National Statutory Regulations i) Bangladesh National Building Code j) Bangladesh Standards k) Local Authorities.
7.4	All services, supplies and works shall comply with the requirements of the relevant laws of Bangladesh and the IFC/World Bank Group Standards and Guidelines in their latest edition, including but not limited to:
7.4.1	Environmental Conservation Rules Bangladesh Energy Regulatory Commission Act; BERC Licensing Regulation BERC Technical Quality Standards; Bangladesh National Building Code; other applicable laws in Bangladesh; IFC Performance Standards on Environmental and Social Sustainability; IFC / World Bank Group Environmental, Health and Safety (EHS) General Guidelines; IFC / World Bank Group EHS Guidelines for Thermal Power Plants; IFC / World Bank Group EHS Guidelines for Electric Power Transmission and Distribution.
7.5	It is contractor's responsibility to provide sufficient evidence that any national or other standard the Contractor proposes (other than those mentioned above) will ensure an equivalent or higher standard.
7.6	Except where otherwise specified, the plant/equipment shall comply with the appropriate agreed internationally accepted Standard Specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the Successful bidder shall give all particulars and details as necessary; to enable BHEL to identify all of the plant/equipment in the same detail as would be possible had there been a Standard Specification.
7.7	Where the Successful bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard Specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
7.8	In case bidder proposes any IS code, it shall be verified by reputed institutions like IIT that the proposed code is equivalent or superior to the codes mentioned above. Comparison report shall be established and provided to BHEL/Owner for information. Such report shall highlight the main items of the code, including material composition, material properties, design clauses and others as required. Report shall identify deviations of both codes and give justification for this deviation.
7.9	The bidder shall ensure that design will consider material properties as per approved code.
7.10	In the event of any conflict between the codes & standards referred above, and requirements of this specification, the requirements which are more stringent shall govern.
7.11	Wherever specified or required the plant/equipment shall conform to various applicable statutory regulations at Bangladesh. Wherever required, obtaining approval for plant/ equipment supplied under the specification from statutory authorities shall be the responsibility of the successful bidder.
7.12	Below mentioned IS codes have been approved/accepted by BIFPCL:
7.13.1	IS 2061 for Structural Steel
8.0	ENGINEERING SERVICES
	As part of the overall project management activity, the successful bidder shall be responsible for proper engineering and coordination activities during various phases of execution of the contract. The successful bidder shall identify one Engineering Manager with whom BHEL will interact on all matters on coordination between BHEL and the contractors. The Engineering Manager shall be the single point contact person on behalf of the successful bidder and shall be responsible for

	all engineering co-ordination.
9.0	QUALITY PLAN
	The Successful bidder shall furnish the quality assurance plan which would be approved by BHEL/ owner.
10.0	QUALITY ASSURANCE PROGRAMME
	To ensure that the equipment & services under the scope of the contract whether manufactured/ performed at Successful bidder's works or at Successful bidder's premises or at any other place of work are in accordance with the specifications The successful bidder shall adopt suitable quality assurance programme to control activities as necessary. Such programme shall be outlined by the successful bidder and shall be finally accepted by BHEL/ owner/ authorised representative. A quality assurance programme of the successful bidder shall generally cover the following.
10.1	The organization structure and qualification data of key personnel for the management and implementation of the proposed quality assurance program.
10.2	System for site erection control including process controls and fabrication and assembly controls.
10.3	The procedure for purchase of materials, parts, components and selection of sub-Successful bidder's service including Successful bidder analysis, source inspection, incoming raw material inspection, verification of materials purchased, etc.
10.4	System for shop manufacturing and site erection control including process control, fabrication and assembly controls.
10.5	Control of non-conforming items and system for corrective actions.
10.6	Inspection and test procedure for all site related works.
10.7	Control of calibration and testing of measuring and testing equipment.
10.8	System for quality audit.
10.9	System for indication and appraisal of inspection status.
10.10	System for authorizing release of manufactured product to BHEL.
10.11	System for handling storage and delivery.
10.12	System for maintenance of records.
10.13	Furnishing of Quality Plan for manufacturing and Field activities detailing out the specific quality control procedures adopted for controlling the quality characteristics relevant to each item of equipment/ component.
11.0	GENERAL REQUIREMENTS - QUALITY ASSURANCE
11.1	All materials, components and equipment covered under this specification shall be procured, manufactured, and tested at all the stages, as per a comprehensive Quality Assurance Program. An indicative program of inspection/tests to be carried out by the successful bidder for some of the major items is given in the respective technical specification. This is however not intended to form a comprehensive program as it is the responsibility of the successful bidder to draw up and implement such program duly approved by BHEL The detailed quality plan for manufacturing should be drawn up by the Successful bidder and will be submitted to BHEL for approval.
11.2	Manufacturing Quality Plans will detail out all the equipment & components, various tests/ inspection to be carried out as per requirement of specification & standards mentioned therein and the quality practices & procedures, etc to be followed by The successful bidder 's quality control organization during various stages of materials procurement, manufacturing, assembly and final testing/ performance testing.
11.3	The Successful bidder shall furnish copies of reference documents/ plant standards/ acceptance norms/ tests and inspection procedures etc. as referred in Quality Plans along with Quality Plan. These Quality Plans and reference documents/ standards etc. will be subject to BHEL/ owner's approval without which manufacturing will not proceed. These approved documents will form part of the contract. In these approved Quality Plans, BHEL/ authorized representative shall identify customer hold points, test/ checks which shall be carried out in presence of BHEL/ owner's representative and beyond which work will not proceed without consent of BHEL/ owner. All deviations to the specifications, approved Quality Plan and Applicable standards must be documented and referred to BHEL for approval

	& disposition.
11.4	Quality audit/ approval of the results of tests and inspection will not prejudice the right of BHEL to reject equipment not giving the desired performance after erection and shall not in no way limit the liabilities and responsibilities of the successful bidder in earning satisfactory performance of equipment as per specification.
11.5	Repair/ rectification procedures to be adopted to make any job acceptable shall be subject to the approval of BHEL/ owner.
11.6	The successful bidder shall ensure that only asbestos-free materials including consumables are used/supplied at the project. Any material having asbestos content is forbidden in the project.
12.0	QUALITY ASSURANCE DOCUMENT
12.1	The successful bidder shall be required to submit the following Quality Assurance Documents within 2 weeks after dispatch of the equipment.
12.1.1	Test report of components.
12.1.2	The inspection plan with verification, inspection plan check points, verification sketches, if used and methods used to verify that the inspection and testing points in the inspection plan were performed satisfactorily.
12.1.3	Non-destructive examination results/ reports including radiography interpretation reports.
12.1.4	Welder identification list listing welder's and welding operator's qualification procedures and welding identification symbols.
12.1.5	Sketches and drawings used for indicating methods of traceability of the radiographs to the location of the equipment.
12.1.6	Stress relief time temperature charts.
12.1.7	Factory test results for testing required as per applicable codes and standards referred to in the specification.
12.1.8	Inspection Report duly signed by QA Personnel of BHEL and successful bidder for the agreed inspection hold points. During course of inspection the following will also be recorded.
12.1.8.1	When some important work repair work is involved to make the job acceptable.
12.1.8.2	The repair work remain part of the accepted product quality.
12.1.8.3	Letter of conformity certifying that that requirement is in compliance with finalised specification requirements.
13.0	INSPECTION, TESTING AND INSPECTION CERTIFICATE
13.1	Inspection, Examination and Testing
13.1.1	All design, engineering, equipment, materials, Plant and workmanship supplied by Successful bidder or for which Successful bidder is responsible shall be subject to inspection, examination and testing by the BHEL/Employer's (BIFPCL) and/ or Engineer's (FICHTNER) designated consultants and/ or representatives at any and all times during design, engineering, manufacture, procurement, fabrication and construction and at any and all places where such design, engineering, manufacture, procurement, fabrication and construction are carried on. Provided such inspection, examination and testing shall to the extent possible be carried out in conjunction with Successful bidder's similar activities, and if not, upon prior consultation with Successful bidder in order to avoid any unnecessary delay in the performance of the Work.
13.1.2	In furtherance of the foregoing, Successful bidder shall arrange for the aforesaid consultants and representatives of the Employer and/ or Engineer to have access to all places where manufacture or preparation of equipment, materials and Plant or construction activities are being carried out.
13.1.3	In respect of the Work which the Employer and/ or Engineer are entitled to examine, inspect, measure and/or test, Successful bidder shall give notice (of not less than 20 working days) to the Employer and the Engineer whenever any such Work is ready and before it is covered up, put out of sight or packaged for storage or transport. The Employer and/or the Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or

	give notice to Successful bidder that Employer and/ or the Engineer (as applicable) does not require to do so after receipt of Successful bidder's notice for such examination, inspection, measurement or testing at Site.
13.1.4	If Successful bidder fails to give such notice, it shall, if and when required by the Employer and/or the Engineer, uncover the work and thereafter reinstate and make good, all at Successful bidder's cost and expense. The Employer and the Engineer shall be responsible for their respective expenses in connection with inspection, examination and testing.
13.1.5	The Successful bidder shall co-operate with and provide full opportunity to the Employer/Engineer to regularly monitor the progress of manufacture in the Works of the Successful bidder to the detailed extent necessary to establish that satisfactory progress relative to the Contract Schedule is being achieved.
13.1.6	All pertinent information such as shop loading, detailed manufacturing programs to enable the Employer and/ or Engineer to determine the adequacy of the advance planning for material procurement, machine and manpower resources to meet the Contract Schedule shall be made freely available to the Employer and/ or Employer 10 working days before visiting the manufacturing facilities.
13.2	Rejection and Replacement
13.2.1	The Employer and/ or the Engineer and their designated consultants and representatives shall have the right to reject any portion of the Work which is effective, deficient, not within specifications provided in the Contract or not according to Good Industry Practice or faulty workmanship and require its repair or replacement
13.2.2	Rejected and other defective equipment, materials and Plant shall be satisfactorily replaced with proper replacements. The costs and expenses associated with such repairs and replacements shall be to the account of Successful bidder and not reimbursable
13.2.3	After completion of the necessary repairs or replacements, the relevant equipment, materials and Plant, shall be subject to further inspection, examination and testing by the Employer and/ or Engineer and their designated consultants and representatives, all the costs and expenses of which shall be to the Successful bidder's account.
13.2.4	If Successful bidder fails to proceed promptly with the replacement of rejected equipment, materials and Plant and the correction of defective workmanship, Employer and/ or the Engineer may, by contract with third parties or otherwise, replace such equipment, materials and Plant or correct such workmanship and/or may terminate this Contract and Successful bidder shall be liable and reimburse Employer and/ or the Engineer (as applicable) upon demand for all costs, expenses and damages incurred by the Employer and/ or Engineer relating to such replacement or correction.
13.2.5	The Successful bidder shall be entitled to remove and retain all rejected components Work that the Employer and/ or may have replaced at the Successful bidder's cost.
13.3	The Successful bidder shall furnish; at each location where inspection, examination and testing is carried out; all reasonable facilities, assistance, labour, equipment, materials, utilities, apparatus and instruments necessary for the safe and convenient inspection and testing of material and workmanship that may be required pursuant to this Contract.
13.4	The right of inspection, examination and testing by Engineer or the Employer, their designated consultants and representatives provided herein is intended solely for the Engineer's and the Employer's benefit, it being understood that no exercise of or failure to exercise such right shall relieve Successful bidder of any of its obligations hereunder or prejudice any of the Engineer or Employer's rights under this Contract.
13.5	The Engineer, his duly authorized representative and/ or an outside inspection agency acting on behalf of BHEL/ owner shall have access at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture and if part of the works is being manufactured or assembled on

	other premises or works, The successful bidder shall obtain for the Engineer and for his duly authorized representative permission to inspect as if the works were manufactured or assembled on Successful bidder's own premises or works. Necessary arrangement for carrying out inspection including supply of labour, IMTEs, area illumination and scaffolding, if required will be Successful bidder's responsibility and same has to be carried out within the quoted price.
13.6	To facilitate advance planning of inspection in addition to giving inspection notice the successful bidder shall furnish quarterly inspection program indicating schedule dates of inspection at customer hold point and final inspection stages. Updated quarterly inspection plans will be made for each 3 consecutive months and shall be furnished before beginning of each calendar month.
13.7	Before any plant/equipment leaves the place of manufacture BHEL shall be given the option of witnessing inspections and tests for compliance with the specifications and related standards. The successful bidder shall give the engineer/ Inspector 15 days written notice of any material being ready for testing. Such test shall be to the successful bidder's account except for the expenses of the Inspector .The Engineer/ Inspector, unless the inspection is waived will attend such tests within 15 days of the date on which the equipment is notified as being ready for test/ inspection failing which The successful bidder may proceed with test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of test reports.
13.8	The Engineer or Inspector shall within 15 days from the date of inspection as defined herein give notice to The successful bidder of any objection wrt drawing/ equipment/ workmanship which in his opinion not in accordance with the specification/ contract. The successful bidder shall either make modification as may be necessary to meet the said objection or explain to the engineer/ inspector giving reasons that no modifications are necessary to comply with the contract.
13.9	When the factory tests have been completed at The successful bidder's or successful bidder's works, the engineer or Inspector shall issue a certificate to this effect within reasonable time after completion of tests but if the tests are not witnessed by the engineer or Inspector the certificate shall be issued within 15 days of the receipt of Successful bidder's test certificate by the engineer Inspector. The completion of these tests or the issue of the certificates shall not bind BHEL to accept the equipment should it on further tests after erection be found not to comply with the contract.
13.10	In all cases where The successful bidder provides the tests at the premises of The successful bidder or any sub-vendor, The successful bidder except where otherwise specified shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Engineer/ Inspector to carry out effectively such tests on the equipment in accordance with the contract and shall give facilities to the Engineer/Inspector to accomplish testing.
13.11	INSPECTION & JOINT VERIFICATION (AT SUCCESSFUL BIDDER'S WORKS)
13.11.1	Prior to dispatch, the materials would be offered by The successful bidder for joint inspection at The successful bidder's works as detailed in this tender specification for which The successful bidder would serve the advance notice of 15 days for inspection call to BHEL.
13.11.2	For further information, Successful bidder shall visit web site http://cgir.bhel.in to login & lodge inspection related calls.
13.12	INSPECTION & JOINT VERIFICATION (AT SITE) The successful bidder shall be intimated within 7 days from the date of receipt of each consignment at site to depute their representative for joint inspection and verification of the equipment/ materials received at site. The successful bidder shall depute their representative within 7 days from receipt of such intimation failing which BHEL shall proceed with the inspection and verification of equipment/materials and BHEL's decision in this regard shall be final and binding to The successful bidder.
14.0	OPERATING MANUAL AND MAINTENANCE INSTRUCTION

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14.1	The successful bidder shall provide at least 6 months before the time of commissioning, all necessary operating & maintenance (O&M) manual. The O&M manual shall be submitted in the form of one reproducible original and 15 copies.
14.2	The information which shall be contained in loose stiff backed covers, shall include following in addition to whatever has been specified in Volume-II of this tender.
14.2.1	A complete inventory of all main items of plant/equipment with identification details.
14.2.2	A complete set of all drawings, schematics, data sheets, schedules etc.
14.2.3	Service Manuals for all plant and equipment giving full descriptions of the main items and auxiliary items.
14.2.4	Schedule of recommendations for routine maintenance of all equipment inspection point, information on detection, cause and rectification of troubles & faults.
14.2.5	A lubrication schedule with all necessary drawings.
14.2.6	Manufacturer's literature for all the self-manufactured and bought out items.
14.3	Acceptance of O&M manual is subject to approval of BHEL.
15.0	INSURANCE
15.1	BHEL/ customer shall arrange comprehensive insurance policy for total supply & services for main equipment/ system covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning up to trial operation/ completion of unit(s) including theft, sabotage, fire, lightning and other natural calamities. The details of the underwriter shall be intimated to the successful bidder before commencement of dispatch of the materials from the registered place of the bidder.
15.2	Successful bidder shall timely intimate dispatches/ discrepancy during contract operation, to the underwriter. The name of the underwriter and Policy No shall be intimated in due course of time.
15.3	The successful bidder will take necessary precautions/ due care to protect the material at project site, while in their custody from any damage/ loss till the same is handed over to BHEL/ customer at project site. For lodging/ processing of insurance claim The successful bidder will submit necessary documents. BHEL reserve the right to recover the loss from The successful bidder in case the damage/ loss is due to negligence/ carelessness on the part of The successful bidder. In case of theft of material under Successful bidder's custody, the same shall be reported to police by The successful bidder immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL/ customer for taking up with insurance. However this will not relieve The successful bidder of their contractual obligation for the materials in his custody.
15.7	In case the damage/ loss/ theft of materials are attributable to negligence/ failure in discharging the duties and obligations of The successful bidder, the expenses incurred for repair/ replacement of such components in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from The successful bidder.
15.8	In case the claim is summarily rejected by the underwriters due to WILFUL NEGLIGENCE of The successful bidder, the entire cost of repair/replacement will be recovered from The successful bidder.
15.9	It will be responsibility of The successful bidder to replenish the items lost/ damaged in time without hampering the schedule of work and without waiting for settlement of insurance claim. Amount received from the underwriters on settlement of insurance claim shall be passed on to The successful bidder as and when available.
15.10	Other conditions of Insurance shall be as per relevant clause of GCC.
16.0	MATERIAL DESPATCH CLEARANCE CERIFICATE (MDCC) AND MATERIAL RECEIPT CERTIFICATE (MRC)
16.1	MDCC shall be issued by BHEL/ owner or their authorized representative prior to dispatch. In case the tests are not witnessed by BHEL/ owner's representative, the test certificates shall be submitted to owner through BHEL and MDCC will be issued thereafter. If inspection is to be done in India, then BHEL/TPI/OE's/BIFPCL shall do

	inspection as per approve MQP. If inspection is to be done in outside of India, then inspection (as per approved MQP) shall be done by BIFPCL/OE's approved TPIA and BIFPCL/OE's may witness as per their discretion. In this case the cost of inspection shall be borne by the bidder.
16.2	Copy of MDCC and other dispatch document shall accompany with every dispatch, failing which the consignment shall not be allowed to enter the project premises.
16.3	MRC shall be issued by BHEL/ owner or their authorized representative after the material is received at site in good condition.
17.0	REPORTING, CLEARING & SHIPPING DOCUMENTS
	The Successful bidder shall provide all official forms and documentary information as shall be necessary to fulfill the requirement of Bangladesh customs and the employer/BHEL. Following are the list of tentative documents as may be required during execution of the job:
17.1	Reporting Documents 1) Shipping Specification – 2 copies (if applicable) 2) Information regarding dimensions, Gr, Wt / Nt. Wt. in specific format as per annexure attached. 3) Packing lists (one copy should be submitted along with the consignment, 2 copies in a special packet) 4) Transit insurance Intimation to the underwriter 5) Invoice in Original & duplicate in 3 (three) originals. 6) Full set of Truck Receipt/ Railway Receipt/Shipping Document (by Barge) in India in 1 (one) original and 3(three) copies marked freight prepaid. 7) Warranty Certificate in 1 (one) original as per contract. 8) Certificate of Origin Issued by the Manufacturer of the materials shipped in 1 (one) original mentioning merchandise to be of anywhere except Israel. 9) Material Despatch Clearance Certificate issued by the purchaser for goods supplied issued prior to the shipment date of goods as applicable.
17.2	Clearing Documents The Successful bidder shall forward to the Employer/BHEL through their bankers not later than seven (7) days from the date of sailing for the purpose of clearing the cargo at the point of destination the following documents required: a) Negotiable copy of bill of lading – 1 copy b) Invoice with item wise prices – 3 copies c) Shipping Specification – 3 copies d) Copy of Charter Party Approved by Employer/BHEL
17.3	Shipping Documents
17.3.1	Simultaneously with the dispatch of the negotiable documents as listed in above the Successful bidder shall also send by air mail eleven (11) sets of non-negotiable shipping documents to the employer/BHEL. The invoices and shipping specification shall bear the insurance cover note number. Each set will comprise the following documents: a) The name of the vessel b) Port of destination c) Description of the cargo (grouped) d) Number of cases and/or weight of cargo e) Number of cases weighing above 20 tons and their individual weights f) Number of bills of lading g) Expected date of arrival at the port of destination
17.3.2	The Successful bidder shall so arrange that the master of the vessel will inform the employer/BHEL by cable of the date and time of arrival of the vessel at the port of destination seventy two (72) hours in advance.
18.0	CONSIGNEE AND OTHER DETAILS

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18.1	Consignee for material shall be as mentioned below. Managing Director, Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh
18.2.0.	Notify Party shall be as mentioned below.
18.2.1	BHEL It shall be intimated later.
18.2.2	BIFPCL (OWNER) DGM (C&M) Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh Contact No.: +8801678582730 E-Mail ID: epcmainplant@bifpcl.com
18.2.3	The Successful bidder shall notify owner / BHEL at the abovementioned mail IDs before dispatch of any consignment. All correspondence with regard to dispatch of the material shall be done with the “Notify Party”.
18.3	Delivery Address for material shall be as mentioned below. Site In-charge, Bangladesh-India Friendship Power Company (Pvt.) Limited, 2x660 MW Maitree Super Thermal Power Project, PO-Kalekharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9333, Bangladesh Contact No.: +8801678582723
18.4.1	PAYING AUTHORITY All issues related to invoicing, payment shall be addressed to following Head (Finance) Bharat Heavy Electricals Ltd. Power Sector Eastern region, BHEL Bhawan, Plot No. DJ – 9/1, Sec-II, Karunamoyee, Salt Lake, Kolkata, West Bengal-700091, India. Any change of above shall be intimated to the successful bidder accordingly.
19.0	DISPATCH
19.1	All materials/ plants/ equipment shall be transported through roadways/waterways including ODC consignment. Dispatch shall only be made after inspection and issue of MDCC by BHEL/ owner. Advance information by fax/ courier of dispatch details shall be sent to Construction Manager, BHEL.
19.2	No consignment shall be dispatched on SELF basis. Material shall be dispatched prepaid, door delivery basis, else ensure the clearance and collection of goods from lorry go down and arrangement to transport the same to Site store shall be in the scope of successful bidder.
19.3	Each package should carry the packing slip/ details of contents and should be put inside a metal enclosure, properly fixed to the packing from outside. The packing shall be such as to ensure prevention of damage, corrosion, pilferage, deterioration, loss in transit or storage and road-worthy.
19.4	The title of the ownership of goods to be supplied shall pass on to the owner on dispatch ex works/ FOR destination. However till the scope is completed in all respect and the plant/ equipment is taken over by the owner the goods shall remain with the custody of the Successful bidder.

20.00	PACKAGING
20.01	Provided however, shippers container used for transportation of material shall be returned to the Successful bidder.
20.02	Each package or shipping unit shall be clearly marked or stenciled on at least two sides as follows: BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (Pvt.) LIMITED 2X660 MW MAITREE SUPER THERMAL POWER PROJECT BANGLADESH (Name of the Successful bidder) In addition, each package or shipping unit shall have the symbol painted in red on at least two sides of the package, covering one fourth of the area of the side.
20.02	Each case shall contain a packing list showing the detailed contents of the package. When any technical documents are supplied together with the shipment of materials no single package shall contain more than one set of such documents. Shipping papers shall clearly indicate in which packages the technical documents are contained.
20.03	The case number shall be written in the form of a fraction, the numerator of which is the serial number of the case and the denominator the total number of case in which a complete unit of equipment is packed.
20.04	Wherever necessary besides usual inscriptions the cases shall bear special indication such as "Top", "Do not turn over", "Care", "Keep dry", etc., as well as indication of the centre of gravity (with red vertical lines) and places for attaching slings (with chain marks).
20.12	Cases which cannot be marked as above shall have metal tags with the necessary markings on them. The metal tags shall be securely attached to the packages with strong steel binding wire.
20.04	Each piece, skid, case or package shipped separately shall be labelled or tagged properly.
20.05	The Successful bidder shall be solely responsible for packing and marking of cargo with respect to handling, transport. Successful bidder shall be fully liable for proper, sufficient and adequate packing, completeness of contents, protection of contents for a storage time of at least twelve months, and correct preparation of the packing list. All damage and costs whatsoever resulting from inadequate or insufficient packing shall be fully charged to the Successful bidder.
20.06	Packing and conservation of goods shall be sufficient to protect them from damage during transit from point of manufacturer up to unloading and storage at site under conditions which may involve multiple handling, extended storage, exposure to moisture and the possibility of pilferage.
20.07	Materials shall be suitably packed in weather proof, seaworthy packing for ocean transport under tropical conditions. The packing shall be strong and sufficient enough to ensure safe preservation of the materials up to the final point of destination.
20.08	SPECIAL PACKING INSTRUCTIONS PRIOR TO DISPATCH
20.08.1	Each package should have the following inscriptions legibly and clearly: Destination: MSTPP/ Bangladesh Package number: BHEL/MTR/BD/PSE/YYY/ZZZZZ Where: YYY stands for vendor name/code and ZZZZZ stands for package sl. no. (to be intimated by BHEL before dispatch) Handling marks and the following Delivery marking: Gross and Net weight: Dimension: Lifting Places: CONTRACT NO.: BIFPCL/EPC/-MAIN PLANT/2016/01 PURCHASER: BIFPCL, Bangladesh

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20.08.2	Packing commensurate with international standards and accepted norms will be ensured by CQA/ Unit QC/Third Party Inspection Agency.
20.08.3	The packing list has to be checked and certified by the Inspection agency/agencies with due signatures.
20.08.4	Routing of Packing Lists: Packing list is an extremely important document, which forms a part of export documentation in connection with the processing of custom formalities.
20.08.5	Excise Attestation at Works: To avoid opening of big cases, if applicable, for examination by customs at port of shipment, the supplying unit may arrange to get the packing cases sealed by local excise authorities/ self-certification and the relevant invoices and packing lists to be endorsed from Superintendent, Central Excise. Successful bidder to provide "specification of packing with the indication of the number of cargo packages, type of packing and weight of packing in English" along with the packing list.
20.08.06	Marking on the consignment For each invoice, item wise Mark No. has to be allotted as per guidelines mentioned above. This mark no. shall be put on all the packages of that particular item. However, there can be multiple items in one invoice. For example, if one invoice contains 4 items and each item contains 250, 100, 125 & 75 no. of packages, then for 1st item, Mark number for all packages shall be: BHEL/MTR/BD/PSE/YYY/00001 and for 2nd item, Mark number for all packages shall be: BHEL/MTR/BD/PSER/YYY/00002 and so on.
20.08.07	Marking for safe handling
20.08.07.1	To ensure safe handling, packing case shall be marked to show the following: Upright position, Sling position and Centre of Gravity position, Storage category. Fragile components (to be marked properly with a clear warning for safe handling).
21.0	CUSTOM CLEARANCE
21.1	The successful bidder shall be responsible for Bangladesh customs clearance of all materials, supplies, equipment, tools and other articles shipped into Bangladesh by him for the implementation of his works, including the food and the personal effects of the Successful bidder's personnel.
21.2	All payment for clearance charge, storage charge, etc. which are imposed by the relevant agencies of the Government of Bangladesh, relating to the clearance of equipment, materials and Plant that will be incorporated in the Permanent Works or relating to the Temporary Works shall be borne by the Successful bidder. Further, if the Successful bidder is delayed in submitting necessary shipping documents to the Employer, the demurrage charges by the Port Authority will be borne by the Successful bidder.
21.3	Tools and equipment and other equipment of the Successful bidder for use during construction but which are to remain the property of the Successful bidder and which are to be exported by the successful bidder from Bangladesh at the completion of the Work shall be carefully documented and specially listed to facilitate both import and export. The Successful bidder shall determine prior to shipment the customs regulations applicable to this special case as well as normal import rules and regulations applicable. The Successful bidder shall also be responsible for inland transport by barge/ truck/train to the Site.
22.0	LAWS AND REGULATIONS
22.1	The Successful bidder agrees and acknowledges that:
22.1.1	He and their respective employees, servants, consultants and agents abide by all Applicable Law, (i) relating to the performance of the Work; (ii) by all rules and regulations of those Governmental Authorities who have control or jurisdiction over the Site or the countries where the Successful bidder may reside or perform work, directly or indirectly under this Contract (including the timely

	payment of any and 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.
22.1.2	Successful bidder represents that it is fully aware of all of the Applicable Laws, terms and conditions of any Authorizations, business practices and plant rules and regulations which must be complied with when performing the Work.
22.1.3	Successful bidder shall furnish to Employer and Engineer, promptly upon request, such information concerning Successful bidder, their respective employees, consultants, servants and agents as the Employer or Engineer may be required to furnish to any applicable Governmental Authority.
22.2	Without prejudice to the generality of the foregoing:
22.2.1	The Successful bidder shall observe, comply with and respect Bangladesh laws, rules and regulations and shall not interfere with Bangladesh political or religious affairs either directly or indirectly.
22.2.2	The Successful bidder shall comply with such other rules and regulations as Employer and the Engineer may establish from time to time with respect to the construction work and personnel employed by the Successful bidders provided such rules and regulations shall not modify any of the Contract.
22.2.3	The Successful bidder shall, in all dealings with its labour, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.
22.2.4	The Successful bidder shall not give or barter or otherwise dispose of, to any person or persons, any arms or ammunition of any kind, or permit the same as aforesaid.
22.2.5	In the event of any outbreak of illness of an epidemic nature the Successful bidder shall comply with and carry out such regulations, orders and requirements as may be made by the Government of the People's Republic of Bangladesh or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.
23.0	COMPLIANCE WITH APPLICABLE LAWS
23.1	Compliance
23.1.1	Successful bidder shall ensure that its employees, servants, consultants and agents abide by all Applicable Law, relating to the performance of the Work and by all rules and regulations of those Governmental Authorities and persons who have control or jurisdiction over the Site (including the timely payment of any and all fees, assessments, or other governmental charges and registrations with relevant agencies or other Governmental Authorities required in connection therewith) and with the terms and conditions of any Authorizations.
23.1.2	Successful bidder represents that it is fully aware of all of the Applicable Laws, terms and conditions of the Authorizations, consents, business practices and plant rules and regulations which must be complied with when performing the Work.
23.1.3	Successful bidder shall furnish to the BHEL / Employer, promptly upon request, such information concerning its employees, consultants, servants and agents as BHEL / Employer may be required to furnish to any applicable Governmental Authorities.
23.2	Related Compliance Obligations
23.2.1	The Successful bidder shall Take all reasonable care that the Work is performed with the minimum possible impact on the environment and local community in respect of land and occupants affected by or adjacent to the Work.
23.2.2	The Successful bidder shall have responsibility prior to Provisional Acceptance Certificate for administration and co-ordination with the Governmental Authorities, as necessary, of any testing or the taking of any other action necessary to demonstrate the Work's compliance with all Applicable Laws, as well as the Authorizations, Consents, as maybe required for or issued in connection with the development, construction, erection and operation of the Works.

23.2.3	The Successful bidder shall provide BHEL / Employer with a copy of all communications with any such authorities and at least five (5) days prior written notice to BHEL / Employer in respect of any meeting with any such authorities (with Successful bidder responsible for obtaining all necessary permissions for the attendance of a representative of BHEL / Employer at any such meeting).
23.2.4	The Successful bidder shall carry out its obligations under this Contract so as not to cause or contribute to any breach by, or violation of, Employer of any Applicable Law, consent or Authorization.
23.3	Permits and Licenses
23.3.1	Successful bidder shall obtain and maintain all consents, permits and licenses (“ Consent ”) which are required by Applicable Law for the performance of the Work and to allow Successful bidder to perform and complete the Work in accordance with the Contract Schedule (irrespective of whether the same are required to be procured in the name of Successful bidder or Employer), other than the Authorizations.
23.3.2	Specifically, where an Consent by its very nature can only be procured by the Employer (BIFPCL), the Employer shall at the Successful bidder’s request, execute such documents and complete such formalities as are necessary for presentment of the application or other Consent related documents to the relevant Governmental Authority or other person. However, the foregoing shall in no circumstances be construed as (i) relieving the Successful bidder from his obligations under Clause 23.3.1 for which he shall remain primarily and fully responsible, or (ii) as imposing any responsibility on the Employer in respect of procurement of consents/ licenses/ approvals/ permits other than the Authorizations.
23.3.3	If requested by Successful bidder, BHEL / Employer shall provide reasonable assistance to Successful bidder in obtaining and maintaining such Consents. Successful bidder shall not be entitled to any adjustment to the Contract Schedule or the Contract Price or any other terms of this Contract relating to any delay or failure to obtain or maintain any such Consents. Employer /BHEL will provide reasonable assistance to the Successful bidder for obtaining any required authorization and export licenses for exporting tolls, equipment, test equipment, and other Successful bidder’s Equipment, all of which are and remain the property of the Successful bidder, from Bangladesh at the conclusion of the Work.
23.4	SUCCESSFUL BIDDER’S RESPONSIBILITY TO GET ACQUAINTED WITH BANGLADESH LAWS, IMPORT POLICY, ETC. The Successful bidder shall get himself acquainted with the relevant Bangladesh Laws as well as the import policy of the Government of People’s Republic of Bangladesh remaining in force regarding import of banned items, if any, during the execution of the Contract. In case of import of any banned items and/or contraband item, the consequential liability shall rest with the Successful bidder. Similarly the Successful bidder shall be responsible for any non-conformance of Bangladesh Laws either by its own employees during execution of the Contract.
24.0	APPROVED MANUFACTURER/ SUB-VENDOR For other bought out items, Successful bidder have to adhere to the list of sub-vendors, indicated elsewhere in the technical specification, Volume-II/ approved sub-vendor.
25.0	CONTRACT RATE/ PRICE
25.1	Successful bidder shall quote their price in USD as per the format of Volume-III, price schedule (Latest revision) only.
25.3	TENDER EVALUATION
25.3.1	In case of overseas bidders (other than Bangladesh), payment shall be made through LC as per Clause No. 32.2. However, for the purpose of evaluating the lowest bidder, @ 1.5% on the offered value shall be loaded to the price of the respective overseas bidders.

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25.3.2	LC RELATED BANK CHARGES
	All LC related Bank Charges (as per latest LC obtained by BHEL shall be) loaded to the price of the respective overseas bidders.
26.0	BANK DETAILS
	Deleted
27.0	EARNEST MONEY DEPOSIT (EMD) / SECURITY DEPOSIT (SD) / PERFORMANCE BOND (PB)
27.1	EARNEST MONEY DEPOSIT (EMD)
	Not applicable.
27.2	SECURITY DEPOSIT(SD)
	Not applicable.
27.3	PERFORMANCE BOND
27.3.1	Not applicable.
28.0	TAXES, DUTIES ETC
28.1	Indian GST: (For Indian Suppliers)
28.1.1	All taxes excluding GST along with Cess (as applicable) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful supplier and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful supplier contractor. Supplier's quoted/ accepted rates/ price shall be inclusive of all such requirements.
28.1.2	GST along with Cess (as applicable) legally leviable & payable by successful supplier as per GST Law shall be paid by BHEL, extra. Hence, supplier shall not include GST along with Cess (as applicable) in their quoted rates/ price. Supplier, however, must ensure that the reduced/ concessional rate of GST as applicable for penultimate exporter vide Notification No. 41/2017-Integrated Tax (Rate) dtd. 23-10-2017, Notification No. 40/2017-Central Tax (Rate) dtd. 23-10-2017 or similar Notification issued by any State / Union Territory GST_Authority is levied along with all the necessary compliances. The documents/ undertaking required for availing concessional rate of GST shall be made available by BHEL to the supplier before, during or after export of goods from India. The supplier shall also issue suitable instruction to their C&F agent to comply with relevant conditions for compliance of Notification as issued by the tax authorities from time to time. Concessional rate of GST shall be charged on Basic price, Packing and Forwarding Charges and Transportation Charges up Maitree site.
28.1.3	GST along with Cess (as applicable) legally leviable & payable by successful supplier as per GST Law shall be paid by BHEL, extra. Hence, supplier shall not include GST along with Cess (as applicable) in their quoted rates/ price. The transaction involves supply of goods from a nontaxable territory to another non-taxable territory, GST shall not be applicable as being a nontaxable transaction (SL No.7 of Schedule –III of CGST Act,2017 as amended from time to time) The bidder must take into account the above provision of the CGST Act and offer the price accordingly.
28.1.4	The successful supplier shall instruct C&F agent engaged by them to ensure mentioning of GSTN of BHEL in the “Shipping Bill” to be filed by them. Bharat Heavy Electricals Ltd is registered with “Engineering Export Promotion Council of India (EEPC India). The copy of valid Registration Cum Membership Certificate

	shall be provided to the successful supplier. The successful supplier shall obtain Certificate of Origin (4 Copies [Two Original plus 2 Copy]) from the regional office of EEPC, India. The cost of obtaining the Certificate of Origin (2 Copies) shall on the successful supplier's account.
28.1.5	The C&F Agent engaged by the successful supplier shall be suitably instructed by the supplier to send a copy of the “ Shipping Bill (which shall contain the GSTN of BHEL and Invoice No. of BHEL) and Export General Manifest(EGM)
28.1.6	Successful supplier shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful supplier on BHEL for this project/ work.
28.1.7	Since GST on output will be paid by BHEL separately as enumerated above, supplier's quoted rates/ price should be after considering the Input Credit under GST law at supplier's end.
28.1.8	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills (RA bills) unless exemption certificate from the appropriate authority/ authorities is furnished.
28.1.9	TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills (RA bills).
28.1.10	Supplier shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill to' details shall encompass following. BHEL GSTN - 19AAACB4146P1ZC Name - Bharat Heavy Electricals Limited Address - Power Sector Eastern Region, Plot No. 9/1, DJ- Block, Sector II Salt Lake City , Kolkata -700 091
28.1.11	Successful supplier to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address- Shall be intimated later and Email address – Shall be intimated later. Specific details of above shall be intimated to successful supplier by BHEL at appropriate juncture.
28.1.12	In case of delay in submission of above-mentioned documents on the date of dispatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful supplier, in case such delay is not attributable to BHEL.
28.1.13	In case of raising any Supplementary Tax Invoice (Debit/ Credit Note), successful supplier shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
28.1.14	Successful supplier shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful supplier shall also ensure prompt delivery of goods after dispatch.
28.1.15	Supplier shall note that in case GST credit is delayed/ denied to BHEL due to delayed/ non receipt of goods and/ or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful supplier along with interest levied/ leviable

	on BHEL, as the case may be.
28.1.16	Successful supplier shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Supplier shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful supplier along with interest levied/ leviable on BHEL.
28.1.17	Way Bill: Successful supplier to arrange for waybill/ e-waybill for any transfer of goods for the execution of the contract. Successful supplier has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ successful supplier, if required, shall arrange Way Bill, and BHEL will not supply any Road Permit/ Way Bill for this purpose.
28.1.18	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
28.1.19	Benefits and/ or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
28.1.20	The supplier shall raise GST Compliant consolidated invoice covering all the charges including Design & Drawing, Manufacturing / Fabrication, Transportation up to Site, Customs Clearance both in Indian and in Bangladesh, Erection & Commissioning etc. The currency of this Invoice shall be Indian Rupees (INR). The charges on account of customs Clearance Ocean Freight and / or any other charges shall include all taxes(Global Tax: Income Tax on C & F Commission, VAT on C & F Commission, Document processing fees, Fines and Penalties , if any) , duties, charges, Cess or any other taxes incurred in connection with performance of the supply of goods at project site in Bangladesh.
28.1.21	The name of BHEL must appear in the all the export documents including Shipping Bills, Packing List, Certificate of Origin, Export Declaration Form (EDF) to be filed with Indian Customs authority as the "Exporter" and name of the Supplier may appear as the "Manufacturer Exporter". IEC No. of BHEL (0588138690) and BIN No. of BHEL (AAACB4146PFT001) must be used in all export related documents in India.
28.1.22	BHEL intends to claim rewards under ' Merchandise Exports from India Scheme (MEIS) ' also intends to claim Duty Drawback under the Customs Act, 1962. The supplier should instruct their C&F agent to ensure availability of these benefits to BHEL.
28.1.23	However, if any of the taxes as mentioned above are paid by the supplier as per the extant law in force in Bangladesh, the same shall be reimbursed at actuals subject to production of documentary evidence in support of such payment. However, the supplier shall obtain prior approval of BHEL before deposition of such taxes.
28.1.24	Supplier shall note that the Commercial Invoice must contain the 'Bill to'; 'Ship to'; 'Consignee'; details as below: <u>Consignee:</u> To the Order of, To The Order of Janata Bank Limited Commercial Area, Dhaka -1000, Bangladesh, BIN :000000027 <u>Ship to:</u>

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	Bangladesh-India Friendship Power Company (Pvt.) Limited (A Joint Venture Company of Bangladesh Power Development Board (BPDB) & NTPC Ltd.), Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue Eskaton Garden, Dhaka-1217, Bangladesh TIN:679263372309, BIN:000305686-0802 Bill to: Bharat Heavy Electricals Limited Power Sector Eastern Region, Plot No. 9/1, DJ- Block, Sector II Salt Lake City, Kolkata -700 091
28.2.0	BANGLADESH VAT (Applicable For Supplier From Bangladesh)
28.2.1	The Supplier shall submit copy of VAT registration Certificate (Musak-8), TIN Certificate, Trade License to the BHEL site office immediately after receiving the Order but before raising the first Tax Invoice against this tender.
28.2.2	The supplier shall raise Tax Invoice (Challan Patra) as per Rule 16(1) (Musak-11) of the Value Added Tax Rules, 1991 mentioning Name, Address and VAT Registration Number of BHEL site office. Supplier shall note that the Tax Invoice complying with Rule 16(1) of the Value Added Tax Rules, 1991 must contain the 'Bill to' and 'Ship to' details as below: BHEL VAT Regn. No. 000761853-0208 NAME Bharat Heavy Electricals Limited ADDRESS Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project Moidara Village, Rampal Upazila, Bagerhat District, Bangladesh
28.2.3	The supplier shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax claimed from BHEL.
28.2.4	Suppliers shall quote price excluding Bangladesh VAT. VAT is separately payable for which the supplier shall submit self-certified copy of the Treasury Challan and / or self-attested copy of the Current Account (Musak-18) along with the Tax Invoice as an evidence of payment of output tax claimed from BHEL.
28.2.5	Value Added Tax Deduction at Source:
	BHEL shall make deduction of VAT at source (VDS), as / if applicable, from the Running Account Bills of the supplier depending upon the status of the supplier like "Manufacturer", "Trader" or "Procurement Provider" as per the extant provision of the Value Added Tax Act, 1991 read with the relevant Notification issued thereunder. BHEL shall issue VAT Deduction Certificate in "Musak-12kha" to enable the service provider to take credit of the same while paying his Output VAT. Since VAT is separately payable by BHEL as mentioned in clause 28.2.3 & 28.2.4 and since VDS is adjustable by supplier against his output tax, hence Supplier shall quote price excluding Bangladesh VAT.
28.2.6	Bidder to take into consideration the provision of Duty Drawback / Export Incentive in Bangladesh, as applicable. As such, while offering the rates, the supplier may take into account the benefit of above provisions, as the cost of input to the supplier will be net of

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	such incentives and adjust their offer price accordingly to make it more competitive. The bidder shall indicate the amount of export incentive (per Metric Ton of the materials) considered in the offer price in the price bid format duly supported by statutory documents. However, in case of any change both upward and downward in the export incentive amount in comparison to the amount considered above and quoted in the price bid format, the differential amount shall either be recovered or paid (as the case may be) from the offer price at the time of payment against the supply invoices .The bidder shall provide the adequate statutory documents in support of such changes for further consideration by BHEL .
28.2.7.0	INCOME TAX DEDUCTION AT SOURCE:
28.2.7.1	Bidder should have valid 12-digit TIN number in Bangladesh prior to start of work. Advance Income Tax (AIT) under the Income Tax Ordinance,1984(and rules made thereunder) shall be deducted at prevailing rates on Gross Invoice value from the bills unless Exemption Certificate from the appropriate authority/ authorities is/ are furnished under Income Tax Laws of Bangladesh
28.2.7.2	Since payment shall be made in Bangladesh. Bangladesh Income Tax (AIT) shall be deducted, if applicable.
28.3	Import in Bangladesh: (Applicable for Indian Supplier and other Foreign Suppliers)
28.3.1	Supplier may please note that import for the project shall be in the name of our Employer / Owner of the Plant / Project and such import shall be exempted from payment of Import Duty comprising of Supplementary Duty(SD), Value Added Tax(VAT), Customs Duty(CD), Advanced Income Tax(AIT,) Advanced Tax(AT), Advance Trade VAT(ATV) as per S.R.O-73 dtd. 19-03-1997. Further, any documentation needed for facilitating the Imports like Bill of Entry, Bill of Lading, Packing List, Certificate of Origin etc. will be submitted by the supplier in reasonable time having regard to the time for delivery of the work and the time for completion. Documents required for import clearance at Bangladesh Customs shall be provided/ arranged by BHEL from Customer based on supplier's documents as above.
28.3.6	Supplier shall note that the Commercial Invoice must contain the 'Bill to'; 'Ship to'; 'Consignee'; details as below: <u>Consignee:</u> To the Order of, To The Order of Janata Bank Limited Commercial Area, Dhaka -1000, Bangladesh, BIN :000000027 <u>Ship to:</u> Bangladesh-India Friendship Power Company (Pvt.) Limited (A Joint Venture Company of Bangladesh Power Development Board (BPDB) & NTPC Ltd.), Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue Eskaton Garden, Dhaka-1217, Bangladesh TIN:679263372309, BIN:000305686-0802 <u>Bill to:</u> Bharat Heavy Electricals Limited

	Power Sector Eastern Region, Plot No. 9/1, DJ- Block, Sector II Salt Lake City, Kolkata -700 091
28.3.7	In case of third country (i.e. any country other than India and Bangladesh) import, the supplier shall get the Bill of Lading / Air Way Bill issued in the name of “Bharat Heavy Electricals Limited, Power Sector Eastern Region, Plot No. 9/1, DJ- Block, Sector II, Salt Lake City, Kolkata -700 091”, which will be endorsed further (before arrival of the goods in Bangladesh) in favour of “Janata Bank Limited, Commercial Area, Dhaka - 1000, Bangladesh”. The exporter from third country shall get the “Country of Origin” issued from the recognized authority in the country of export. The exporter from third country shall prepare Packing list in the prescribed format which will be intimated later.
28.3.8	The supplier should correctly and accurately classify all the materials, supplies, equipment, tools and other articles to be shipped under the subject purchase order as per the Harmonized Commodity Description and Coding System. The supplier may refer the website of Bangladesh Customs Authority in this regard (http://www.bangladeshcustoms.gov.bd/trade_info/operating_center).
28.3.9	The Supplier shall promptly unload the materials, supplies, equipment, tools and other articles.
28.3.10	The supplier shall be responsible for import of all permanent imported items including freight forwarding, custom clearance on both side at India & Bangladesh, port handling, port charges and C&F commission & their offer Price should consider Demurrage, Landing fee and Additional Border Charges, and various other charges / fees imposed by the Customs Authority, Port Authority or any other authority. No extra payment shall be paid by BHEL in this regard. The price shall be DDP(Delivery Duty Paid) Site as such and shall be inclusive of all such requirement.
28.3.11	Any Taxes for exporting material from source country & as applicable in the source country shall be on supplier's account. However, supplier to take into consideration Duty Free Export Provisions in source country, as applicable, including that in GST in case of exports from India. As such, while offering the rates, the supplier may take into account the benefit of above provisions, as the cost of input to the supplier will be net of such taxes and adjust their offer price accordingly to make it more competitive. In case of supply from India Supplier to take into consideration applicable, Zero Rated Export Provisions under GST Law.

29.0	COMPLETION PERIOD
29.1	The successful bidder shall supply materials in such a manner that entire supply gets completed within 12 (Twelve) months from the date of LOI.
i	Drawing & Design completion within 2 (Two) month from date of LOI
ii	5000 SQM sheet within 4 (Four) months from the date of LOI or 2 Months from Date of MDCC, whichever is earlier.
iii	5000 SQM sheet within 5(Five) months from the date of LOI or 2 Months from Date of MDCC, whichever is earlier.
iv	5000 SQM sheet within 6 (Six) months from the date of LOI or 2 Months from Date of MDCC, whichever is earlier.
v	5000 SQM sheet within 7 (Seven) months from the date of LOI or 2 Months from Date of MDCC, whichever is earlier.
vi	5000 SQM sheet within 8 (Eight) months from the date of LOI or 2 Months from Date of MDCC, whichever is earlier.
vii	Balance within 9 (Nine) months from the date of LOI or 2 Months from Date of MDCC, whichever is earlier.
30.0	DELIVERY/ SUPPLY SCHEDULE
30.1	Upon receipt of order/ LOI from BHEL, successful bidder shall interact with BHEL

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	for kick-off meeting to discuss & firm up schedule of design/ engineering, manufacturing/ procurement, supply/ delivery of various items so as to complete the entire job within the stipulated completion period, matching with project schedule.
31.0	EXTENSION OF TIME FOR COMPLETION
31.1	If the completion of work as detailed in the scope of work gets delayed beyond the contract/ completion period, The successful bidder shall request for an extension of the contract and BHEL at its discretion may extend the contract.
31.2	Based on the reviews jointly signed, the scope balance at the end of original contract period less the backlog attributable to The successful bidder shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', The successful bidder is bound to complete the portion of backlog attributable to The successful bidder. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.
31.3	However if any 'Time extension' is granted to The successful bidder to facilitate continuation of work and completion of contract, due to backlog attributable to The successful bidder alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to The successful bidder , in addition to any other actions BHEL may wish to take at the risk and cost of Successful bidder.
31.4	A joint program shall be drawn for the balance amount of work to be completed during the period of 'Time Extension'. Review of the program and record of shortfall shall be done.
31.5	At the end of total work completion as certified by BHEL engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Successful bidder, (ii) Force majeure conditions, and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of time extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions attributable to successful bidder and recoverable from the dues payable to The successful bidder.
32.0	TERMS OF PAYMENT Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.
32.1	India, Bangladesh Bidder
	(a) 75% direct payment against dispatch of materials within 60 days from the date of dispatch (b) 20 % direct payment within 60 days shall be released against receipt of material at site. (c) Balance 5% shall be paid after completion of Guarantee/warranty period. However, if desired by vendor, this 5% may be released by BHEL against submission of equivalent amount bank guarantee as per Performance Bank Guarantee format, to be kept valid till warranty period. (d) No advance shall be paid. (e) Paying Authority: AGM Finance, BHEL-PSER Kolkata. (f) For Indian Bidder, payment shall be made, in India, from Kolkata/HQ in the equivalent amount of USD converted to INR with SBI TT Selling rate as on the date of opening of technical bid. For Bangladesh Bidders, payment shall be made in USD in Bangladesh.
32.2	Overseas Bidder (other than Indian and Bangladesh Bidder)
	(a) 75% direct payment against dispatch of materials within 60 days from the date

	of dispatch (b) 20 % direct payment within 60 days shall be released against receipt of material at site. (c) Balance 5% shall be paid after completion of Guarantee/warranty period. However, if desired by vendor, this 5% may be released by BHEL against submission of equivalent amount bank guarantee as per Performance Bank Guarantee format, to be kept valid till warranty period. (d) No advance shall be paid. (e) Paying Authority: AGM Finance, BHEL-PSER Kolkata. If supplier insists for LC, only 60 days Usance LC with revolving amount of 0.2 Million USD will be opened with a validity of 12 months. Further loading @ 1.5% on the offered value will be considered.
32.3	Along with every RA bill, The successful bidder shall submit item-wise plan (w.r.t. L2 Schedule) vs actual status of supply, as applicable.
32.4	Measurement will be taken as specified in terms & conditions of the contract and certified by the BHEL engineer of actual work.
32.5	Subject to any deduction which BHEL may be authorized to make under the contract, The successful bidder shall on the certification of BHEL engineer at site, be entitled to payment as per billing schedule.
32.6	However no extra payment shall be made in the event of deferment in payment.
32.7	All admissible recovery/ adjustment, etc. shall be made from interim payment.
32.8	Following documents to submit with bill for payment – (a) TAX Invoice , (b) MDCC , (c) Country of Origin Certificate (if applicable), (d) Proof of Material received by BHEL , (e) Reference of BHEL Insurance policy / Intimation to Insurer for delivery of material.
33.0	BILLING BREAK-UP
	Applicable, If required.
34.0	MOBILISATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE
	Not applicable for this tender.
35.0	ESCALATION (PVC)
	Not applicable for this tender.
36.0	OVER RUN COMPENSATION (ORC)/ RATE REVISION
	Not applicable for this tender.
37.0	LIQUIDATED DAMAGE AND OTHER PENALTIES
37.1	If The successful bidder fails to complete entire scope of work within completion period, for reasons attributable to them, BHEL shall have the right to recover, as liquidated damages (LD), a sum equivalent to 0.5% of contract price for delay of each week or part thereof for balance executable supply.
37.2	The liability for delay shall not in any case exceed 10 % (Ten percent) of the contract price (Supply part), including taxes, duties, etc.
37.3	BHEL shall deduct aforesaid amounts from any money due or which may become due to The successful bidder and/ or recover from the bank guarantees/ security deposit of The successful bidder. To be entitled to impose such compensation/ penalty/ recovery, BHEL will not be required to prove that they have incurred such amount as actual damage.
37.4	BHEL reserve the right to complete the job through other resource on account of and at the risk & cost of Successful bidder without notice to Successful bidder of the work not so executed, without cancelling the order/ contract in respect of the work not yet due for completion.
37.5	BHEL reserve the right to cancel the order/ contract or a portion thereof for the work not so completed at the risk & cost of The successful bidder and The successful bidder shall be liable to BHEL for any excess costs thereof.

37.6	The successful bidder shall continue with performance of the order/ contract under all circumstances, to the extent not cancelled.
37.7	Where action is taken as per above, The successful bidder shall be liable for any loss, which BHEL may sustain on that account. The successful bidder shall not be entitled to any gain on such action and the manner & the method of such purchase shall be at the discretion of BHEL. It shall not be obligatory on the part of BHEL to serve a notice of such completion, through other resource, on successful bidder.
37.8	Liquidated damages (LD) shall be applicable for each contract as per the corresponding completion periods as well as contract prices, indicated elsewhere in the tender.
37.9	All other terms & conditions of GCC shall be applicable.
38.0	GUARANTEE / WARRANTY
38.1	The contractor will be responsible for the quality of workmanship, quality of materials/ items and design for which the contractor is responsible.
38.2	Guarantee / warranty period shall be 12 Months as per relevant clause of GCC. Commencement of guarantee period shall be from the supply of last consignment.
39.0	BANK CHARGE
	No interest, whatsoever, shall be payable by purchaser on the security deposit, any bank guarantee submitted or any amount due to the seller/ Successful bidder.
40.0	OTHER TERMS
	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC & other volumes of this tender, as applicable.

PART – A: GENERAL CONDITIONS OF CONTRACT (GCC)

Volume - IA

TENDER NO – PSER: PUR: PMX: 374(V): 105(ENQ: 19: PP: 0015: PUR: 139) Date 24/02/2020

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
01	Our requirement is for <u>use BHEL MAITREE SITE 2X660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH</u> <u>Offers are invited to submit in two-parts.</u> Part-I : TECHNICAL-CUM-COMMERCIAL AND UN PRICED BID : Consisting of complete technical details, catalogues, drawings and all commercial terms. (Money values shall not be indicated i.e; un price bid). Following formats are to be filled and submitted in a single cover super scribing as Technical - cum - Commercial and Un Priced Bid, Tender Enquiry No. and Due Date. (i) Technical Specification (Catalogues to be enclosed if any) (ii) BHEL Standard Terms & Conditions (iii) No deviation certificate (Part-D) (iv) Un Price Bid Part-II : PRICE BID Price to be indicated in the format enclosed. (Any preconditions for price will not be accepted and the tender will be rejected). The Technical-Cum-Commercial offer will be opened first, scrutinized, finalized and only then the price bid of technically acceptable offers will be opened. Tenders will be received up to 15.00 Hours on the said due date. <u>If the vendor submits offer i.e. Technical & Price bid together in single envelope, the offer will be liable for rejection.</u>		
02	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened".		
03	BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.		
04	Tender shall be strictly in accordance with the tender specifications.		
05	No revision in rates shall be entertained after opening of the tenders.		
06	<u>Warranty /GUARANTEE (As per cl 38.0 of SCC)</u> The material supplied will be covered under 12 MONTHS guarantee. Defects if any found within this period shall be replaced by supplier free of cost within one month notice.		

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
07	a. SECURITY DEPOSIT BANK GAURANTEE: NOT APPLICABLE b. PERFORMANCE BOND/ PERFORMANCE BANK GUARANTEE (PBG): NOT APPLICABLE		
07	Terms of payment : AS PER SCC VOLUME-IC, R-0 CL. NO.-32.0		
08	TERMINATION OF CONTRACT If at any time during the currency of the order, BHEL comes to conclusion that the tenderer is not discharging his obligations according to the terms of this contract, then BHEL will be at liberty to terminate the contract after giving 14 days' NOTICE BY Regd. A.D. post and the tenderer shall comply with the requirement of such notice.		
09	Liquidated Damage (LD) : It is to be clearly understood among the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. If the party fails to deliver the stores or any part thereof within the period fixed for delivering the quantity of materials, purchaser may without any prejudice to the right of the bidder, make liable to an LD shall be 0.5% of basic value of undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total Contract value including taxes, duties, etc. For this purpose, the period of delay shall be the delay attributable to the supplier for the completion of job as per contract. Contract value for this purpose, shall be the final executed value exclusive of Extra Works, Supplementary/Additional Items and PVC (if any). In case of LD recovery, the applicable GST shall be recoverable from the supplier.		
10	Inspection : BHEL reserves the right to inspect the type, routine and acceptance tests on one sample for each type as per applicable standards. The sample shall be drawn at the rate of one per type and size for every lot offered for inspection. Inspection call has to be raised with a minimum seven days' notice.		
11	TAXES & DUTIES : AS PER SPECIAL CONDITIONS OF CONTRACT (SUPPLY)- VOLUME-IC, R-0 CL. NO.-28.0		
12	The quotation should be valid at least for a period of 180 days from the tender due date of submission for placement of order (extended, if any). Price Variation Clause will not be entertained.		
13	Transit Insurance(As per clause no-15.0 of SCC) Transit insurance charge is to be borne by BHEL. BHEL shall arrange comprehensive MCE insurance policy. The vendor shall be responsible for timely intimation of dispatch particulars to the underwriter and BHEL, failing which the vendor shall be held responsible for the, loss/damage/theft/ of materials during transit. Vendor shall intimate dispatch particulars to the underwriter at the address as mentioned in the PART B before dispatch of the material with copy to BHEL Site office.		

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	
14	Force Majeure : This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war. The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.		
15 15.1 15.1.1	Arbitration & Conciliation Arbitration: Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 15.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.		
	The Arbitrator shall pass a reasoned award. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 15.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.		
15.1.2 15.1.3 15.1.4	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time. The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator. Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.		

15.2	Conciliation: If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure available www.bhel.com. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC. The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure with effect from the date as intimated by BHEL to it. No Interest payable to Contractor Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.		
15.3			
16	Jurisdiction : All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.		

17	Rights of BHEL: (A) To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer. (B) To terminate the contract or withdraw portion of work/supply and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases: i) Contractor/Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/supplier including unexecuted portion of work/supply does not appear to be executable within balance available (#) period considering its performance of execution. ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. iii) Non-completion of work/Non-supply by the Contractor / Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/supplier. iv) Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier. v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL. vi) Non-compliance to any contractual condition or any other default attributable to Contractor/Supplier. (#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract. (C) Risk & Cost Amount against Balance Work: Risk & Cost amount against balance work shall be calculated as follows: $\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$ Where, A= Value of Balance scope of Work/Supply (*) as per rates of new contract B= Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). (*) Balance scope of work / supply (in case of termination of contract): Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount.		
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Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
	(D) LD against delay in executed work / supply in case of Termination of Contract : LD against delay in executed work / supply shall be calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor / supplier. For this purpose, contract value shall be taken as Executed Value of work / supply for the purpose of limiting the maximum LD value. Method for calculation of "LD against delay in executed work / supply" is given below. i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier = T1 ii) Let the value of executed work / supply till the time of termination of contract = X iii) Let the Total Executable Value of work / supply for which inputs/fronTS were made available to contractor / supplier and were planned for execution till termination of contract = Y iv) Delay in executed work / supply attributable to contractor/supplier i.e. $T2 = [1 - (X/Y)] \times T1$ v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as period of delay attributable to contractor/ supplier. (E) Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor Following sequence shall be applicable for recoveries from contractor / supplier on whom risk & cost has been invoked, after informing the contractor / supplier of the total proposed recovery : a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract. b) Demand notice for deposit of balance recovery amount shall be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above. c) If contractor / supplier fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery: i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery. ii) If recovery cannot be made out of dues payable to the contractor / supplier as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor / supplier. iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.		
18	DISCOUNTS Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.		
	LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS		
19	Penalty Clause : Non acceptance of LD Clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of LD clause. Example : If the supplier has accepted for maximum 5% LD clause, then balance 5% will be loaded.		
20	For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non - acceptance of any terms and conditions finally arrived before price bid opening.		
21	The offers not complying the above Terms & Conditions may not be accepted.		

FORMS & PROCEDURES

Form No: F-01 (Rev 00)

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER (To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature :

Name :

Address :

Place:

Date:

FORMS & PROCEDURES

Form No: F-02 (Rev 00)

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No:
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

FORMS & PROCEDURES

Form No: F-05 (Rev 00)

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

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

Tick(✓) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorised Signatory

Note:

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

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated² valued at Rs.....² (Rupees -----)for <Nature of Work>³ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----)⁴ without any demur, immediately on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁵ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁶ (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before⁹ (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. In Case of Bank Guarantees submitted by 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, in the Tender Enquiry/ Contract itself, it may be clearly specified that 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). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- b.2** **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

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

* wef 22.03.2016