



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL Bhawan , Plot No. DJ-9/1 , Secotr II , Salt Lake City , Kolkata

WEST BENGAL, INDIA

Phone : 033-2339 8220 FAX : 033-2321 1960

SUB: BHEL INVITES BID FROM REPUTED BIDDERS FROM INDIA AND BANGLADESH THROUGH E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> OR CONVENTIONAL HARD COPY BID SUBMISSION FOR "SUPPLY OF 8425 MT REINFORCEMENT STEEL FOR 2X660 MW MAITREE STPP AT BAGERHAT, BANGLADESH."

Sealed offers are invited from reputed and experienced bidders from India & Bangladesh (meeting PRE-QUALIFYING CRITERIA) through e-procurement portal <https://bhel.abcprocure.com> or conventional hard copy bid submission for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document detailed below. Following points relevant to the tender may please be noted and complied with.

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
1	TENDER NUMBER	PSER:PUR:PMX:351(XVII):102 Date: 07/02/2020	
2	Broad Scope of job	SUPPLY OF 8425 MT REINFORCEMENT STEEL FOR 2X660 MW MAITREE STPP AT BAGERHAT, BANGLADESH.	
3	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at https://bhel.abcprocure.com b) in BHEL website (www.bhel.com , & http://eprocure.gov.in (CPP Portal)	a) Applicable b) Applicable
4	DETAILS OF TENDER DOCUMENT		
4.1	PART - A	Pre-Qualifying Criteria	Applicable
4.2	PART - B	General conditions of contract i.e. GCC	Applicable
4.3	PART - C	Technical Specification i.e. TS	Applicable
4.4	PART - D	Special Conditions of Contract i.e. SCC	Applicable
4.5	PART - E	No Deviation Certificate	Applicable
4.6	PART - F	PRICE BID & UNPRICED PRICE BID	Applicable
4.7	PART - G	Terms & Conditions of Reverse Auction	Applicable
4.8	PART - H	Forms & Procedures	Applicable
5	COST OF TENDER	NIL	Not Applicable
6	DUE DATE & TIME OF OFFER SUBMISSION	Date: 14/02/2020 , Time: IST 15-00 Hrs. (Offer to be submitted online through e-procurement platform at https://bhel.abcprocure.com or conventional hard copy bid submission)	Applicable
7	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 14/02/2020 , Time: IST 16:00 Hrs. (online through e-procurement platform at https://bhel.abcprocure.com or conventional hard copy bid submission participating bidders may witness the same)	Applicable
8	LAST DATE FOR SEEKING CLARIFICATION	Date: 11/02/2020 (UP TO IST 11:00 Hrs.)	Applicable
9	EMD AMOUNT	Nil	Not Applicable
10	SCHEDULE OF Pre Bid Discussion (PBD)	(In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)	Shall be intimated to bidder in aforesaid websites only through TCN/Corrigendum/Adendum etc.

11	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	IEM DETAILS 1) NAME : Shri Arun Chandra Verma, IPS (Retd.) ADDRESS: Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.) EMAIL: acverma1@gmail.com 2) NAME : Shri Virendra Bahadur Singh, IPS (Retd.) ADDRESS: H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010 EMAIL: vbsinghips@gmail.com	Applicable
12	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in a) Online through e-procurement platform at https://bhel.abcprocure.com b) BHEL website (www.bhel.com, & http://eprocure.gov.in (CPP Portal) c) Bidders to keep themselves updated with all such information.	Shall be intimated to bidder in aforesaid websites only through TCN/Corrigendum/Addendum etc.

1. The offer shall be submitted as per the instructions of tender document. Only One set of tender document (**in original, downloaded from website**) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender.**

For E-PROCUREMENT ASSISTANCE & TRAINING, M/s E-PROCUREMENT TECHNOLOGIES LIMITED HELPDESK PERSONS AS PER FOLLOWING: -

- Mr. Prashant Rajyaguru, Asst. Manager – Implementation & Support, Ph: +91 7940270545, e-mail ID: prashant@eptl.in
- Mr. Ankur Bhatt Ph: +91 (79)68136823, +91 (79)68136872, +91 92655 62819, e-mail ID: ankur.bhatt@eptl.in.
- Mr. Devendra Rajpurohit, Ph: +91 (79) 68136871, e-mail ID: devendra.r@eptl.in.
- Mr. Dinesh Kumar, Ph: +91 (79)68136861, e-mail ID: dinesh.k@eptl.in
- Mr. Pankesh Kumar, Ph: +91 (79)68136848, e-mail ID: Pankesh@eptl.in
- Mr. Nikhil khalas, Ph:+91 (79)68136854, +91 76220 00287, e-mail ID: Nikhil@eptl.in.
- Ms. Kanika Dani Ph: +91 (79)68136809, e-mail ID: kanika.dani@eptl.in

or for any difficulty in downloading the tender from internet website, they should contact this office (Dy. GM, Purchase or AGM, Purchase Phone no. 033-23398221/8220). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

This is a tender floated online through our E-Procurement Site <https://bhel.abcprocure.com> or offline/conventional hard copy bid submission. The bidder should respond by submitting their offer online in our e-Procurement platform at <https://bhel.abcprocure.com> or conventional hard copy bid submission. 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:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED/SUBMITTED & MODALITY
TECHNICAL OFFER	1. Copy of Covering letter of offer (To be attached in Attachment section for e-proc) 2. Copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section for e-proc). 3. Copy of Techno-Commercial Offer (To be attached in Attachment section for e-proc) 4. Pre-qualifying documents with all credential documents 5. Duly filled all annexures except price & unpriced format (To be attached in Attachment section for e-proc.). 6. Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section for e-proc.) 7. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section for e-proc.). 8. All supporting documents/ Annexures etc as applicable (To be attached in Attachment section for e-proc). 9. No deviation certificate in bidders letterhead as per format given in Tender (To be attached in Attachment section for e-proc.).
UNPRICED PRICE BID	10. Price bid–Unpriced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Unpriced bid Attachment section for e-proc.)
PRICE BID	11. Duly filled in Price bid as per tender. (To be attached in price bid Attachment section for e-proc.) Any other document uploaded/submitted in the price bid, apart from tendered Price Bid, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

- A) Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.
- B) All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- C) Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable along with techno - commercial bid. This pact shall be considered as a preliminary qualification for further participation.

D) INTEGRITY PACT :

(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.

SI	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	vbsinghips@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-1, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

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

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):**(1)**

Name : Ms Pinki Chandra
 Deptt : Purchase
 Address : BHEL Bhawan, DJ 9/1 Sec-II, Salt Lake, Kol-91
 Phone : (Landline/ Mobile):033-23398267
 Email : pchandra@bhel.in
 Fax : 033-23211960

(2)

Name : Mr A.Bhakta
 Deptt : Purchase
 Address : BHEL Bhawan, DJ 9/1 Sec-II, Salt Lake, Kol-91
 Phone : (Landline/ Mobile):033-23398221
 Email : abhakta@bhel.in
 Fax : 033-232311960

- No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
- BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter.
- You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
- For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
- BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
- 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.

8. In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
9. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
10. Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
11. The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
12. 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, one authorised representative of the bidder shall be allowed to attend.
13. Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
14. 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. Price Bids shall be evaluated in the manner as prescribed in Price Schedule.
15. In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidder (s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
16. Taxes and duties shall be as per tender. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
17. Bidders are required to submit price as per tender Price Bid format in e-procurement portal/platform or conventional hard copy bid submission in the form & manner as mentioned in tender.
18. "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.
19. 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).
20. 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.
In case of enquiry through e-procurement portal/platform, the sealed electronic price bid (e-bid) is to be treated as sealed envelope bid.
21. 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).

22. Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact HEAD/PURCHASE OR DGM / PURCHASE, BHEL, KOLKATA. Information and General Terms and conditions of Reverse Auction is attached in Part-F.
23. 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.
24. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
25. 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.
26. 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.
27. The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
28. 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.
29. The bidder may have to produce original document for verification if so decided by BHEL.
30. 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-II.
31. Any deviation sought by the bidder should be indicated in the techno-commercial offer.
32. Bidder should write "accepted" in the column "supplier confirmation" for each clause, if the conditions are agreeable or else should write the deviations sought in "deviation" column. If any clause left blank, shall be construed as, the clause is accepted by the bidder.
33. Supplier shall furnish specific conformance to all material specifications and terms and conditions (General and Special) mentioned hereunder as well as appearing in Annexures enclosed as acceptable to them along with their offer. Offers with deviation(s) are liable for rejection.
34. "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-C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through 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."
- 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	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.

35. "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15/06/2017, 28/05/2018 & 29/05/2019 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. 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) & Pre-Qualifying Criteria (PART-A)
- c. Price Bid & Unpriced Price Bid – PART-F
- d. Technical Specification (TS) – PART-C
- e. Special Condition of Contract (SCC)- PART-D
- f. General Conditions of Contract (GCC)- PART-B
- g. Forms and Procedures — PART- H

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in this web page through e-procurement platform at <https://bhel.abcpurchase.com> & BHEL website (www.bhel.com & <http://eprocure.gov.in> (CPP Portal) only. As such, all the bidders are requested to be in continuous touch with this web page.

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

Name	(1) Pinki Chandra / Dy. Engineer (PURCHASE) (2) Animesh Bhakta / Sr. DGM (PURCHASE) (3) Subrata Sen / AGM (SCT & PURCHASE)
Deptt:	PURCHASE
Address:	BHEL Bhawan, DJ-9/1, Sector – II, Salt Lake, Karunamoyee, Kolkata – 700 091
Phone: (Landline/Mobile)	(1) 033-23398221 (2) 033-23398267 (3) 033-23398226
Email:	pchandra@bhel.in , abhakta@bhel.in , subrata.sen@bhel.in
Fax:	033-23211960

Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LTD

SDGM (Purchase)

Encl: i) Technical Specification (TS)
ii) SCC
iii) Integrity Pact

PART-A**PRE QUALIFYING CRITERIA**

JOB	SUPPLY OF 8425 MT REINFORCEMENT STEEL FOR 2X660 MW MAITREE STPP, RAMPAL, BAGERHAT, BANGLADESH.
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SL NO	CRITERIA
1.0	FINANCIAL CRITERIA :
	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF USD 1.79 Million OR EQUIVALENT AMOUNT DURING THE LAST 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.
	IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
	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 5055 MT OF REINFORCEMENT STEEL TO GOVT / PSU/ REPUTED ORGANISATIONS IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION.
	RELEVANT DOCUMENTS IN SUPPORT OF THE SAME TO BE SUBMITTED.
2.2	THE BIDDER SHOULD HAVE VALID LICENSE FOR MANUFACTURING OF REINFORCEMENT STEEL BAR IN BANGLADESH OR IN INDIA.
	SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
3.0	BIDDER SHOULD SUBMIT VALID E-TIN OF BANGLADESH OR PAN OF INDIA.

NOTES

A	CONSIDERATION OF BIDDER IS SUBJECT TO CUSTOMER'S APPROVAL.
B	CONSORTIUM / JV BIDDING IS NOT ALLOWED.
C	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.
D	THE REINFORCEMENT STEEL BAR SHALL BE MADE FROM FRESH BILLETS (NOT FROM STEEL SCRAP) OBTAINED FROM PREMIER STEEL MANUFACTURING AGENCIES. DOCUMENTS IN SUPPORT OF THE SAME SHALL BE SUBMITTED ALONG WITH TEST CERTIFICATE FOR GETTING MATERIAL DISPATCH CLEARANCE CERTIFICATE FROM BHEL/CUSTOMER FOR SUPPLY OF REINFORCEMENT STEEL.

PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
01	The steel sections are required at Bagerhat, Bangladesh. Offers are invited to submit in two-parts. 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-E) (iv) Un Price Bid (Part-F) 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, discussed, 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	Warranty : The material supplied will be covered under one year guarantee. Defects if any found within this period shall be replaced by supplier free of cost within one month notice.		
07	Terms of payment : As per SCC		
08	Delivery : Refer SCC		
09	<u>Liquidated Damage (LD) for delayed delivery beyond delivery period:</u> 0.5% of un dispatched goods per week up to max 15% of ordered value. Invoice/LR/any other dispatch document date will be utilized for LD calculation, however inordinate delay in delivering the materials for reasons attributable to supplier will not suffice the case. In case of LD recovery, the applicable GST shall be recoverable from the supplier.		

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
10	Inspection : As per SCC		
11	TAXES & DUTIES : As per SCC		
12	The quotation should be valid at least for a period of 90 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: Transit insurance charge is to be borne by BHEL. BHEL shall lodge the insurance claim with the underwriter. In the event of any transit loss during movement of the goods from Supplier's Works to Port of Loading in India/Bangladesh, the supplier shall submit immediately all necessary documents to BHEL for facilitating BHEL to lodge the insurance claim timely with the underwriter. BHEL shall arrange insurance policy from M/s Green Delta Insurance Company Limited, Green Delta Aims Tower (6th Floor). 51 -51 Mohakhali C/A. Dhaka-1212, Bangladesh. Contact Person:- Syed Forhad Abbas Hussain, Sr. Executive Director Mobile no.+88-01911345995, e.mail: forhad@green-delta.com Md. Syeduzzaman Jewel, Senior Vice President Cell Phone : +88-01730029762, Telephone: +88-02-985-1902, 985-1170 e.mail: jewel@green-delta.com The vendor shall be responsible for timely intimation of dispatch particulars to the underwriter at the address as mentioned in the SI No 18 before dispatch of the material with copy to BHEL Site office, failing which the vendor shall be held responsible for the, loss/damage/theft/ of materials during transit.		
14	Force Majeure : The vendor shall be subject to force majeure clause defined as under : This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war. The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.		
15	ARBITRATION & CONCILIATION 15.1 ARBITRATION: 15.1.1 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 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.		
BHEL STANDARD TERMS		Supplier	Deviation

Sl. No.		confirmati on	
	15.1.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time. 15.1.3 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. 15.1.4 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. 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. 15.3 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 may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.		
16	<u>Jurisdiction :</u> All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.		

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
17	<u>Rights of BHEL:</u> (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. <u>(C) Risk & Cost Amount against Balance Work:</u> 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. (D) LD against delay in executed work / supply in case of Termination of Contract : LD against delay in executed work / supply shall 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.		

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
	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	CONSIGNEE: Consignee Address : Managing Director, Bangladesh-India Friendship Power Company (Pvt.) Ltd. Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh Delivery Address : Construction Manager & GM Bharat Heavy Electricals Limited 2x660 MW Maitree Super Thermal Power Project, PO-Kalekharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh, Contact No.: +8801678582823		
19	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		
20	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.		
21	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.		
22	The offers not complying the above Terms & Conditions may not be accepted.		

PART – E

TO
Bharat Heavy Electricals Limited,
POWER SECTOR – EASTERN REGION
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR- II
SALT LAKE CITY KOLKATA – 700 091
FAX – 033-2321-1960

Sub: NO DEVIATION CERTIFICATE
(TO BE SUBMITTED IN SUPPLIER'S LETTER HEAD)

Sub: SUPPLY OF 8425 MT REINFORCEMENT STEEL FOR 2X660 MW MAITREE STPP AT
BAGERHAT, BANGLADESH.

Tender No.: PSER:PUR:PMX:351(XVII):102 **Date:** 07/02/2020

Dear Sirs,

With reference to above, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and conditions) and we offer our unqualified acceptance of the same. We also confirm that we have not changed/modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred Tender and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

We do not have any objections to splitting the quantity among the different bidders by BHEL.

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 offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

PART- F - PRICE BID (THIS FORMAT TO BE USED FOR HARD COPY BID SUBMISSION ONLY)						
SN	Item Description	UOM	Quantity	Unit Price (USD in figure)	Total Price (USD in figure)	Total Price (USD in Words)
A	B	C	D	E	F = (D X E)	
	Basic Price					
1A	Reinf..Steel 8mm dia. of Gr-B500B as per latest BS 4449	MT	400			
1B	Reinf..Steel 10mm dia. of Gr-B500B as per latest BS 4449	MT	500			
1C	Reinf.. Steel 12mm dia. of Gr-B500B as per latest BS 4449	MT	2500			
1D	Reinf.. Steel 20mm dia. of Gr-B500B as per latest BS 4449	MT	750			
1E	Reinf..Steel 25mm dia. of Gr-B500B as per latest BS 4449	MT	1475			
1F	Reinf..Steel 28mm dia. of Gr-B500B as per latest BS 4449	MT	300			
1G	Reinf..Steel 32mm dia. of Gr-B500B as per latest BS 4449	MT	2500			
1	Total Basic Price (Amount)					
2	Other charges including packing, forwarding, handling, transportation, unloading/loading, duty drawback/export incentives if any, etc (Amount)	MT	8425			
3	All inclusive total C.P.T. Port Price or C.P.T. Site Price (Sum of amount of sl. nos.1 & 2) including all taxes & duties excluding Indian GST or Bangladesh VAT					
4	For Bangladesh Bidders Only : Provision of Duty Drawback / Export Incentive in Bangladesh, as applicable. This rate is indicative. The same, if applicable, to be included in "Other charges including packing, forwarding, handling, transportation, unloading/loading, duty drawback/ export incentives if any, etc. (Sl. No. 2). The bidder shall indicate the amount of export incentive (per MT) considered, duly supported by statutory documents. Refer Sl. No. e of Note for details.	MT	8425			
	Note:					
a	For Indian Bidder : 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.					
b	For Indian Bidder: 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/Concessional 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.					
c	For Bangladesh bidders: Suppliers shall quote price excluding Bangladesh VAT. 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.					
d	For Indian Bidders: Bidder shall quote "All inclusive total C.P.T. Port Price (Sum of amount of sl. nos.1 & 2) including all taxes & duties excluding Indian GST" in line with provisions as mentioned elsewhere above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard. For Bangladesh bidders : Bidder shall quote their "All inclusive total C.P.T. Site (Sum of amount of sl. nos.1 & 2) including all taxes & duties excluding Bangladesh VAT" in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any.					
e	For Bangladesh Bidders Only: 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 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.					
f	Transit Insurance is in BHEL's scope. Discounts offer by the vendor in price shall not be entertained by BHEL. (Ref. Cl. 19. GCC).					
g	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 "All inclusive total C.P.T. Port Price or C.P.T. Site Price (Sum of amount of sl. nos.1 & 2) including all taxes & duties excluding Indian GST or Bangladesh VAT (Sl. No.3 above)"					
h	Bidder must quote all the items otherwise the offer is liable for rejection. For Bangladeshi Bidders, "All inclusive total C.P.T. Site price including all taxes & duties excluding Bangladesh VAT (Sl. No.3 above)" shall be taken into account for evaluation. For Indian Bidders, supply at Kolkata Port, "All inclusive total C.P.T. Port price including all taxes & duties excluding Indian GST (Sl. No.3 above)" plus USD 500360.75 shall be taken into account for evaluation. For Indian Bidders, supply at Chennai Port, "All inclusive total C.P.T. port price including all taxes & duties excluding Indian GST (Sl. No.3 above)" plus USD 528921.50 shall be taken into account for evaluation.					
i	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.					
j	Bidder's quoted rate/price shall remain firm for offer validity period.					
	SIGNATURE OF THE BIDDER WITH SEAL & DATE					
Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Part-F) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.						

BIDDERS SUBMITTED THEIR OFFER ONLINE, SHOULD SUBMIT PRICE BID THROUGH E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> ONLY

PART- F - UNPRICED PRICE BID (THIS FORMAT TO BE USED FOR HARD COPY BID SUBMISSION ONLY)					
SN	Item Description	UOM	Quantity	Unit Price (USD in figure)	Total Price (USD in figure)
A	B	C	D	E	
	Basic Price				
1A	Reinf..Steel 8mm dia. of Gr-B500B as per latest BS 4449	MT	400		
1B	Reinf..Steel 10mm dia. of Gr-B500B as per latest BS 4449	MT	500		
1C	Reinf.. Steel 12mm dia. of Gr-B500B as per latest BS 4449	MT	2500		
1D	Reinf.. Steel 20mm dia. of Gr-B500B as per latest BS 4449	MT	750		
1E	Reinf..Steel 25mm dia. of Gr-B500B as per latest BS 4449	MT	1475		
1F	Reinf..Steel 28mm dia. of Gr-B500B as per latest BS 4449	MT	300		
1G	Reinf..Steel 32mm dia. of Gr-B500B as per latest BS 4449	MT	2500		
1	Total Basic Price (Amount)				
2	Other charges including packing, forwarding, handling, transportation, unloading/loading, duty drawback/export incentives if any, etc (Amount)	MT	8425		
3	All inclusive total C.P.T. Port Price or C.P.T. Site Price (Sum of amount of sl. nos.1 & 2) including all taxes & duties excluding Indian GST or Bangladesh VAT				
4	For Bangladesh Bidders Only : Provision of Duty Drawback / Export Incentive in Bangladesh, as applicable. This rate is indicative. The same, if applicable, to be included in "Other charges including packing, forwarding, handling, transportation, unloading/loading, duty drawback/ export incentives if any, etc. (Sl. No. 2). The bidder shall indicate the amount of export incentive (per MT) considered, duly supported by statutory documents. Refer Sl. No. e of Note for details.	MT	8425		
	Note:				
a	For Indian Bidder : 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.				
b	For Indian Bidder: 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/Concessional 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.				
c	For Bangladesh bidders: Suppliers shall quote price excluding Bangladesh VAT. 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.				
d	For Indian Bidders: Bidder shall quote "All inclusive total C.P.T. Port Price (Sum of amount of sl. nos.1 & 2) including all taxes & duties excluding Indian GST" in line with provisions as mentioned elsewhere above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard. For Bangladesh bidders : Bidder shall quote their "All inclusive total C.P.T. Site (Sum of amount of sl. nos.1 & 2) including all taxes & duties excluding Bangladesh VAT" in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any.				
e	For Bangladesh Bidders Only: 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 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.				
f	Transit Insurance is in BHEL's scope. Discounts offer by the vendor in price shall not be entertained by BHEL. (Ref. Cl. 19. GCC).				
g	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 "All inclusive total C.P.T. Port Price or C.P.T. Site Price (Sum of amount of sl. nos.1 & 2) including all taxes & duties excluding Indian GST or Bangladesh VAT (Sl. No.3 above)"				
h	Bidder must quote all the items otherwise the offer is liable for rejection. For Bangladeshi Bidders, "All inclusive total C.P.T. Site price including all taxes & duties excluding Bangladesh VAT (Sl. No.3 above)" shall be taken into account for evaluation. For Indian Bidders, supply at Kolkata Port, "All inclusive total C.P.T. Port price including all taxes & duties excluding Indian GST (Sl. No.3 above)" plus USD 500360.75 shall be taken into account for evaluation. For Indian Bidders, supply at Chennai Port, "All inclusive total C.P.T. port price including all taxes & duties excluding Indian GST (Sl. No.3 above)" plus USD 528921.50 shall be taken into account for evaluation.				
i	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.				
j	Bidder's quoted rate/price shall remain firm for offer validity period.				
k	Bidder to mention "QUOTED" or "NOT-QUOTED" in the price/rate column.				
	SIGNATURE OF THE BIDDER WITH SEAL & DATE				
Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Part-F) shall not be taken into cognizance for evaluation of offer. Any Modification in Price schedule in any way by bidder is not acceptable & shall be considered as tampering of tender document.					

BIDDERS SUBMITTED THEIR OFFER ONLINE, SHOULD SUBMIT UNPRICED PRICE BID THROUGH E-PROCUREMENT PORTAL <https://bhel.abcpocure.com> ONLY

PART-G (General 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.
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'.

PART-H
FORMS AND PROCEDURES

ANNEXURE-1

FORMAT FOR SEEKING CLARIFICATION

(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: **Request for Clarification**

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

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

ANNEXURE-2

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.a	Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed. ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is exceeded or b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier. iii) a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category. b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula). Note: – for (b), No specific period of hold shall be applicable. Supplier works are under strike/ lockout for a period of more than three months.
1.3.b	Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
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. 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 latest **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-3

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 Proprieter/Partner(s)/Director(s) employed in BHEL.

Tick (✓) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.

If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

ANNEXURE-4

(RTGS FORMAT – NEED TO BE SUBMITTED ALONG WITH OFFER . THE SAME IS REQUIRED FOR ANY PAYMENT BY BHEL INCLUDING REFUND OF EMD ETC.)

Form for getting payment through RTGS (Real Time Gross Settlement)

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH
DATE & SEAL

CONFIRMATION BY BANKER
WITH OFFICE SEAL

Note : Incorrect information will create accounting complications and payment will be delayed

RTGS DETAILS OF BHEL-PSER FOR EFT BY BIDDER/CONTRACTOR

Form for getting payment through RTGS (Real Time Gross Settlement)

01. Name of Vendor **BHARAT HEAVY ELECTRICALS LTD.**
 02. Address **BHEL HOUSE, SIRI FORT, N. DELHI**
 03. Vendors Bank A/c Name **BHARAT HEAVY ELECTRICALS LTD.**
 04. Vendors Bank A/c No. **11107800029**
 05. Name of Bank **STATE BANK OF INDIA**
 06. Name of Branch **COMMERCIAL BR., SALT LAKE, SECTOR-V**
 07. Branch Phone No. **KOLKATA**
 08. City **033-23575666**
 09. IFSC Code of the Branch **KOLKATA**
SBIN 0004289

*The charges if any for payment through RTGS may be recovered from
the Bill submitted by us.*

Signature of **K. K. Coari**
 Representative of **BHEL**
 BHEL: PSER / Kolkata-700 091

Confirmation by **State Bank of India**
 with office seal



*Note: Incorrect information will create Accounting complications
and payment will be delayed.*

ANNEXURE-5

FAX NO.				
Registration Number*				
Name of Partners / Directors				
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 company/undertaking/joint venture/partnership/other}				
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/SSI/ other}				
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*				
Contact Name*				
Date Of Birth*				
Correspondence Email* (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*				
Mobile*				
Additional Mandatory information for Vendor with Registered GSTN				
		GSTN wise		
		For 1st GSTN	For 2nd GSTN	For Nth GSTN
1	GSTIN Code {with copy of GSTN Certificate (Provisional/Original)}*			
2	Address*-			
3	City*			
4	State *			
5	PIN code*			
6	Mobile no.*			
7	Phone no.			
8	Fax no.			
9	Contact person*			
10	Email id*			

PART-C

Technical Specification

for

Supply of Reinforcement Steel

for 2x660 MW

Maitree Super Thermal Power Project

at

Moidara Village, Rampal Upazila,

Bagerhat District, Bangladesh



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Sector– Eastern Region

Annexure- I

Technical Specification for Reinforcement Steel as per BS-4449 (latest), Grade B500B

1.0	General Requirements:
1.1	Material shall be of grade B 500B as per BS-4449 (latest), Minimum yield stress shall be 500 N/mm ²
1.2	The bar shall be produced from own plants of the manufacturer in India or Bangladesh. The reinforcement steel bar shall be made from Fresh Billets (not from steel scrap) obtained from premier steel manufacturing agencies. Materials manufactured by conversion agent, re-rolling of old steel shall not be accepted. Documents in support of the above shall be submitted along with test certificate for getting material dispatch clearance certificate from BHEL/Customer for supply of reinforcement steel.
1.3	Purchaser reserves the right to carry out audit of test results by drawing additional test samples from the bars being offered for independent checking. Shipping clearance shall be given subject to satisfactory results of audit samples and test sample
1.4	Applicable Codes & Standards (Latest edition): BS-4449 (latest) for Reinforcement Steel of concrete
2.0	Material Properties and Requirements
	The Reinforcement bars shall conform to the requirements Grade B500B as per BS-4449 (latest). All bars shall be clean, free from grease, oil, dirt, loose mill scale, loose rust, dust, bituminous material or any other substance that will destroy or reduce the bond. Straight length of the bar shall not be less than 12 meter. Pitted, defective or welded bar shall not be accepted
3.0	Chemical Composition
	Chemical composition shall be as per BS-4449 (latest) with micro alloying combination Cu + Cr content should not less than 0.40% and Carbon equivalent shall not be more than 0.53 % . The chemical composition shall be recorded separately for each size, heat / lot / batch of material.
4.0	Mechanical / Physical Properties
	Mechanical and other physical test shall be performed as stipulated in the standards and properties of the materials shall conform to the requirements of Grade B500B of BS-4449 (latest) . Minimum yield stress shall 500 N/mm² . All tests as stipulated in the standards shall be carried out for each heat / lot / batch for each diameter of bar separately.
5.0	Inspection & Testing:
5.1	Following testing of the materials for minimum one samples of each heat / lot of each size of the bar shall be carried out as per relevant codes and standards at supplier's works or Govt. approved laboratory: a) Chemical composition b) Tensile Test, c) Yield Test, d) Total elongation at maximum force e) Any other test if required as per code
5.2	Materials shall be inspected by the vendor or their representative. Purchaser reserves the right to inspect the materials by random selection and will send the sample to the approved laboratory for chemical and mechanical testing. The acceptance shall be on the basis of the satisfactory test result of the samples as per codes. The cost of such tests shall be borne by the supplier.

	The Test certificate shall contain the following: The material confirms to Grade B500B of BS-4449 (latest). The material is Corrosion resistance steel.
6.0	Packing
6.1	General Instruction
6.1.1	VENDOR shall be solely responsible for packing and marking of CARGO with respect to handling, transport. VENDOR shall be fully liable for proper, sufficient and adequate packing, completeness of contents, protection of contents for a storage time of 6 months, and correct preparation of the packing list. All damage and costs whatsoever resulting from inadequate or insufficient packing shall be fully charged to VENDOR.
6.1.2	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. The content must withstand 1-year transit conditions without suffering damage.
6.1.3	Materials shall be suitably packed in weather proof packing for tropical conditions. The packing shall be strong and efficient enough to ensure safe preservation of the materials up to the final point of destination
6.2	Special Packing Instructions Prior to Dispatch
6.2.1	Packing shall be part of the material cost and shall not be subject to return. The packing should ensure integrity and cohesiveness of each delivery batch of material during transportation. All packages to be wrapped in HDPE (125 Micron minimum) sheet for effective weather Proofing. The packing list shall contain the following details among other things : 1) Shipping Marks/ Container No., 2) Package Description, 3) Length (mm), 4) Width (mm), 5) Height(mm), 6) BBU SL No., 7) Gross Wt.(Kg.) & 8) Net Wt.(Kg.)
6.2.2	Each package should have the following inscriptions / sticker legibly and clearly with yellow back ground & red Font, at least 03 Nos. to be provided for each consignment at 120° apart. Size of sticker should be such that all letters are visible from 4-meter distance: a) Consignee Details Managing Director, Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh b) BIFPCL, 2X660MW MSTPP, BANGLADESH EPC Contractor: BHEL, INDIA Destination: MSTPP/Bangladesh Package number: BHEL / MTR / BD / PSER / XXXX / YYYYYY (where XXXX stand code for Vendor Name & YYYYYY stands code for package Sl. No. Which will start from 60001, 60002) Description: 08 MM Dia, 10 MM Dia..... etc. Gross weight: ----- Kg Net weight: ----- Kg Handling marks to be provided.

6.2.3	SAMPLE STICKER	
	Consignee Address: Managing Director, Bangladesh-India Friendship Power Company (Pvt.) Ltd, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh	BIFPCL 2X660MW MSTPP, BANGLADESH EPC Contractor: BHEL, INDIA Destination: MSTPP/Bangladesh Package number: BHEL/MTR/BD/PSER/<supplier>/<consignment no> Description: --- MM Dia, Gross weight: ----- Kg Net weight: ----- Kg
6.3	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	
6.4	Weighment & Unloading	
6.4.1	Weighment at site / port shall be the responsibility of purchaser. The weighment shall be witness by Purchaser or authorized representative of purchaser. Unloading of material at site shall be in purchaser's scope. The supplier shall ensure the quantity of each item at his own cost from damage / lost during transportation.	
6.4.2	Weighment tolerance shall be +/- 0.5 %.	

Annexure —II			
Schedule of Quantity			
Sl.	Diameter of Reinforcement Steel Bar	Quantity	Remarks
1	Reinforcement Steel 8 mm dia. of Gr-B500B as per latest BS 4449	400 MT	Straight length of each bar shall not be less than 12 meters. Coiled bar will not be accepted.
2	Reinforcement Steel 10 mm dia. of Gr-B500B as per latest BS 4449	500 MT	
3	Reinforcement Steel 12 mm dia. of Gr-B500B as per latest BS 4449	2500 MT	
4	Reinforcement Steel 20 mm dia. of Gr-B500B as per latest BS 4449	750 MT	
5	Reinforcement Steel 25 mm dia. of Gr-B500B as per latest BS 4449	1475 MT	
6	Reinforcement Steel 28 mm dia. of Gr-B500B as per latest BS 4449	300 MT	
7	Reinforcement Steel 32 mm dia. of Gr-B500B as per latest BS 4449	2500 MT	
	TOTAL	8425 MT	

NOTE:

Quantity Variation: Total quantity of the material: +/-30%

Payment shall be made on the basis of actual quantity of material received at purchaser's stores / yard or port.

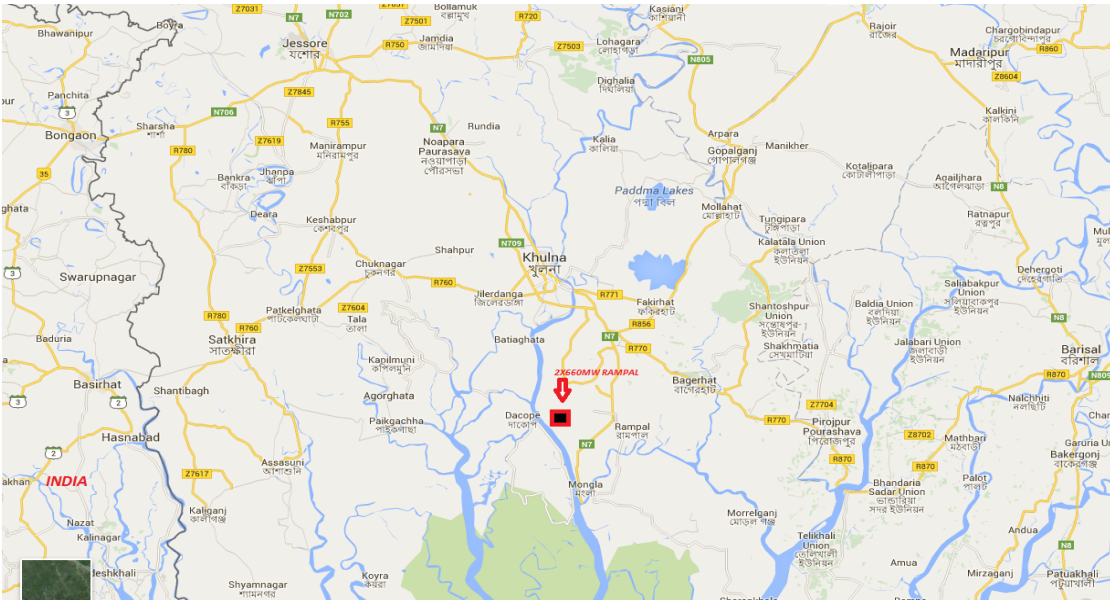
Supply of Reinforcement Steel
for 2x660 MW
Maitree Super Thermal Power Project
at
Moidara Village, Rampal Upazila,
Bagerhat District, Bangladesh



Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Sector– Eastern Region
Plot–DJ9/1, Sector-II, Salt Lake
Kolkata-700091

TENDER NO: PSER:PUR:PMX:351(XVII):102 Date 07/02/2020		
PART-D	SPECIAL CONDITIONS OF CONTRACT (SCC)	PAGE 2 OF 11

CLAUSE NO	DESCRIPTION
1.0	PROJECT SYNOPSIS AND GENERAL INFORMATION
2.0	SCOPE OF THE CONTRACT
3.0	SITE VISIT
4.0	SCHEDULE OF PRICE & VALIDITY OF THE OFFERS
5.0	DOCUMENTS TO BE SUBMITTED
6.0	SHIPMENT
7.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES
8.0	INSURANCE
9.0	DEVIATIONS/ CLARIFICATIONS
10.0	TIME SCHEDULE/ COMPLETION PERIOD
11.0	PRICE BID, CONTRACT PRICE & EVALUATION OF PRE-QUALIFICATION CRITERIA
12.0	EVALUATION OF PRE-QUALIFICATION CRITERIA
13.0	TERMS OF PAYMENT
14.0	TAXES AND DUTIES
15.0	PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT
16.0	GUARANTEE / WARRANTY
17.0	SECURITY DEPOSIT / PERFORMANCE GUARANTEE
18.0	DOCUMENTS REQUIRED

1.0	PROJECT SYNOPSIS AND GENERAL INFORMATION
1.1	The 2 x 660 MW MAITREE SUPER THERMAL POWER PROJECT is located in Moithara Village, Rampal Upazila, Bagerhat District, Bangladesh. The Supplier shall acquaint himself by a visit to the site, with the conditions prevailing at site before submission of the bid. The information given here in under is for general guidance and shall not be contractually binding on the Owner. All relevant site data/information as may be necessary shall have to be obtained / collected by the Supplier.   LOCATION MAP:2X660MW MAITREE RAMPAL PROJECT
1.2	APPROACH TO SITE
	The nearest town Khulna is at a distance of 23 km from project site. The site is Connected by road from Mangla- Khulna Highway. Nearest Domestic airport is Jessor, Bangladesh at a distance of about 93 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh

TENDER NO: PSER:PUR:PMX:351(XVII):102 Date 07/02/2020		
PART-D	SPECIAL CONDITIONS OF CONTRACT (SCC)	PAGE 4 OF 11

1.3	Owner: BIFPCL (BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED)
2.0	SCOPE OF THE CONTRACT
2.1	<u>For Indian suppliers.</u> The scope of work includes manufacturing, inspection & testing at supplier's works or at approved laboratory, packing as per specification and transportation to Chennai / Kolkata port at specified area. Unloading of materials at port is purchaser responsibility.
2.2	<u>For Supplier from Bangladesh</u> The scope of work includes manufacturing, inspection & testing at supplier's works or at approved laboratory, packing as per specification and transportation to 2 x 660 MW Maitree Super Thermal Power Project, including weighment inside / near project site in presence of purchaser's representative. Unloading of materials at site is purchaser responsibility.
3.0	SITE VISIT
	Contractor should visit site / unloading point and acquire full knowledge & information about site conditions prevailing at site / unloading point with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid in line with the above, site / unloading point visit confirmation will be required to be submitted by the supplier with the technical bid.
4.0	SCHEDULE OF PRICE & VALIDITY OF THE OFFERS
	Price shall be quoted separately for item-wise supply of material including transportation to site/unloading point. Offer shall be valid for 90 days from date of opening techno- commercial (Part-I) of the bid.
5.0	DOCUMENTS TO BE SUBMITTED
	Following documents shall be submitted along with techno-commercial bid (Part-I): a) List of major orders executed by the supplier for similar supplies in past five years for DAE/PSU or other reputed firms. Details of Orders with tendered quantity shall be submitted. b) Production capacity (in tons per month). c) List of in-house testing facilities. d) QA Plan followed for Manufacturing & Testing of tendered material. e) Brief Processing Methodology. f) Copy of audited Balance Sheet and Profit & Loss A/c for previous three years g) List of deviations from this specification, if any. In case, there is no deviation, a statement to that effect shall be submitted with the offer
6.0	SHIPMENT
	a. All the material shall be delivered to the delivery address only after obtaining the Material Despatch Clearance Certificate (MDCC) from the purchaser or his authorized representative. b. The supplier shall be fully responsible for protective measures to ensure the safe delivery of the materials. c. No material shall be dispatched without prior written consent of the purchaser or his representative.
7.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES
	Following testing of the materials for minimum one samples of each heat / lot of each size of the bar shall be carried out as per relevant codes and standards at supplier's works or Govt. approved laboratory: a) Chemical Composition, b) Tensile Test, c) Yield Test, d) Total elongation at maximum force e) Any other test if required as per code. Materials shall be inspected by the vendor or their representative. Purchaser reserves the right to inspect the materials by random selection and will send the sample to the approved laboratory for chemical and mechanical testing. The acceptance shall be on the basis of the satisfactory test result of the samples as per codes. The cost of such tests shall be borne by the supplier.
8.0	INSURANCE
	As per GCC

9.0	DEVIATIONS/ CLARIFICATIONS
	Normally no deviation with respect to tender is acceptable to BHEL. However, in case of unavoidable circumstances, the supplier may submit their query for seeking clarifications of BHEL as per modality stipulated in NIT or may submit the same along with his offer as per prescribed schedule/ format without any ambiguity. Any assumptions, presumptions, deviations etc. indicated or implied anywhere by the supplier except those indicated in the deviation schedule/ format will not be recognized and will not form a part of consideration / offer. In the absence of such filled-up schedule / format it will be understood and agreed that the supplier's offer is based on strict conformance to the specification and no negotiation would be allowed in this regard. BHEL reserve the right not to recognize any/ all deviations submitted after opening of the bid.
10.0	TIME SCHEDULE/ COMPLETION PERIOD
	Delivery schedule to be on staggered basis and materials to be dispatched only after clearance from BHEL through Material Dispatch Clearance Certificate (MDCC) and the quantity of dispatch to be as per MDCC only. Delivery period is 60 days from LC establishment date. Item wise LC may be opened
11.0	PRICE BID, CONTRACT PRICE & EVALUATION OF PRE-QUALIFICATION CRITERIA
	Suppliers should quote prices in USD as per price bid (PART-F) of NIT. For successful Indian Supplier, the contract price in United States Dollar (USD) shall be converted into Indian Rupees (INR) at the TT selling rate of SBI on the date of Part-I bid opening. The rate shall be intimated to the successful supplier accordingly. Payment will be made in INR for Indian supplier & in USD for Bangladesh Supplier.
12.0	EVALUATION
12.1	EVALUATION OF PRE-QUALIFICATION CRITERIA
	Technical and financial evaluation will be done as per the Pre-Qualifying criteria mentioned in the tender.
12.2	EVALUATION OF PRICE BID
12.2.1	FOR BANGLADESHI BIDDERS : “All inclusive total C.P.T. site price including all taxes & duties excluding Bangladesh VAT (Sl. No. 3 of PART-F, PRICE BID)” shall be taken into account for price bid evaluation.
12.2.2	FOR INDIAN BIDDERS :
12.2.2.1	SUPPLY TO BE MADE THROUGH KOLKATA PORT: All the charges for shifting of material from Kolkata Port to Bagerhat, Bangladesh site including ocean freight, custom clearance, wharfage charge at Kolkata port etc., works out to be USD 59.39 per MT. Hence, “All inclusive total C.P.T. Kolkata Port price including all taxes & duties excluding Indian GST (Sl. No.2 of PART-F, PRICE BID) plus USD 500360.75 ” shall be taken into account for price bid evaluation.
12.2.2.2	SUPPLY TO BE MADE THROUGH CHENNAI PORT: All the charges for shifting of material from Chennai Port to Bagerhat, Bangladesh site including ocean freight, custom clearance, wharfage charge at Chennai port etc. works out to be USD 62.78 per MT. Hence, “All-inclusive total C.P.T. Chennai Port price including all taxes & duties excluding Indian GST (Sl. No.2 of PART-F, PRICE BID) plus USD 528921.50 ” shall be taken into account for price bid evaluation.
13.0	TERMS OF PAYMENT
	120 days Usance LC (by negotiation) as per following terms & conditions: a) 120 days Usance LC (Irrevocable) reckoned from the date of submission of documents at Beneficiary bank. Opening charges and retirement charges to BHEL's account, all other charges to supplier's account, b) Item wise LC will be opened within 21 days from MDCC, c) Last shipment date shall be 60 days from the date of respective item wise LC establishment, d) Weight of material (excluding packing material) will be considered for payment, e) Negotiation period is maximum 21 days from the date of shipment. f)Negotiable documents shall be restricted to Indian bidder 1) Indian GST compliant Invoice in one original, 2) Original copy of Lorry Receipt (LR)/Railway Receipt (RR), as applicable, 3) Manufacturer's Factory Test certificate in one original. Negotiable documents shall be restricted to Bangladeshi bidder 1) Bangladesh VAT compliant

	Invoice in one original, 2) Original copy of Lorry Receipt (LR) to BHEL site, 3) Manufacturer's Factory Test certificate in one original g) Documents to be submitted for payment / BOE clearance (if applicable) in addition to the LC negotiable documents : 1) Two copies of Indian GST/Bangladesh VAT compliant Invoice 2) Material Despatch Clearance Certificate (MDCC), 3) Packing List in three originals, 4) Copy of letter, addressed to insurance company intimating dispatch, 5) Sealed & signed Receipted Challan / LR by M/s ABC India Ltd (M/s BHEL authorized logistic bidder) or weighment slip at / near Kolkata / Chennai port as a proof of receipt / hand over of material at Kolkata / Chennai port for Indian bidder and Store receipt Voucher (SRV) for Bangladeshi bidder. 6) Declaration of full GST Credit to BHEL for Indian bidder and VAT (if applicable) for Bangladeshi bidders. h) For suppliers whoever is requesting for confirmation/acceptance to BOE (Bill of Exchange), acceptance to BOE shall be provided in 21 days from receipt of material at Kolkata/Chennai port, as applicable and receipt of above documents complete in all respect. Acceptance value shall be the actual payable value. Discounting of bills may be done by suppliers on their own. i) LC shall necessarily mention about LD applicability as per PO, quantity tolerance including LC value tolerance, GST on LD, TDS as per GST Act etc. For any difference in billing, weigh shortage, rejections etc., Credit/Debit note shall be obtained from supplier. Preferably draft of LC may be shared with suppliers for first time/case to avoid any issues at later stage/ LC amendments. j) LC to be opened for full / item wise value of PO including Indian GST or Bangladesh VAT. Partial negotiation, partial shipments and transhipments shall be allowed. Paying Authority: 1. AGM Finance, BHEL-PSER Kolkata (For Indian Supplier) 2. GM & CM, Maitree STPP site, Bangladesh (For Bangladeshi Supplier)
14.0	TAXES, DUTIES ETC
14.1	Indian GST: (For Indian Suppliers)
14.1.1	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.
14.1.2	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. Concessional rate of GST shall be charged on Basic price, Packing and Forwarding Charges and Transportation Charges up to Kolkata/ Chennai Port.
14.1.3	The successful supplier shall obtain Certificate of Origin [4 Copies i.e. 2 Original plus 2 Copy] from the regional office of EEPC, India. The cost of obtaining the Certificate of Origin (7 Copies) shall on the successful supplier's account.
14.1.4	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.
14.1.5	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.

14.1.6	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.
14.1.7	TDS under GST (if/ as & when applicable later) shall be deducted at applicable rates on gross invoice value from the running bills (RA bills). However, as on date no TDS under GST is applicable.
14.1.8	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
14.1.9	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.
14.1.10	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.
14.1.11	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.
14.1.12	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.
14.1.13	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.
14.1.14	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.
14.1.15	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.
14.1.16	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.
14.1.17	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.
14.2.0	BANGLADESH VAT (Applicable For Supplier From Bangladesh)

14.2.1	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.
14.2.2	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 NAME Bharat Heavy Electricals Limited ADDRESS Power Sector Eastern Region, 2x660 MW Maitree Super Thermal Power Project Moidara Village, Rampal Upazila, Bagerhat District, Bangladesh
14.2.3	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.
14.2.4	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.
14.2.5	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 14.2.3 & 14.2.4 and since VDS is adjustable by supplier against his output tax, hence Supplier shall quote price excluding Bangladesh VAT.
14.2.6	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 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.
14.3	Import in Bangladesh: (Applicable for Indian Supplier)
14.3.1	BHEL intends to claim rewards under ' Merchandise Exports from India Scheme (MEIS) ' also intends to claim Duty Drawback under the Customs Act, 1962.
14.3.2	Supplier shall note that the Commercial Invoice must contain the 'Bill to'; 'Ship to'; 'Consignee'; details as below: • Bill to: - • NAME Bharat Heavy Electricals Limited • ADDRESS Power Sector Eastern Region, Plot No. 9/1, DJ- Block, Sector II Salt Lake City, Kolkata -700 091 • GST No: 19AAACB4146P1ZC • Ship to / Consignee Details:- Bharat Heavy Electricals Limited

	C/o ABCIL Kolkata Port , Khidirpore , GR Gate 2, Kolkata-700043 Contact Person: Mr. Amal Pal, Mobile No. 7003530242 • GST No: 19AAACB4146P1ZC • Elsewhere mentioned in the Tender Document
15.0	PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT
15.1	TRANSPORTING & HANDLING
	The Contractor shall transport and handle all materials and equipment furnished under these tender, or otherwise involved in the implementation of this Contract. It shall be the responsibility of the Contractor to determine the availability and capacity of transportation facilities and to make the required arrangements to secure the necessary facilities for the same.
15.2	IDENTIFICATION OF CONTRACTOR'S EMPLOYEES, VEHICLES & BUILDINGS
	The Contractor shall provide each of his employees and his Subcontractor's employees with a name tag bearing the picture, the name or initials of the employee, a serial number and the name of the Contractor. Each employee shall wear his badge visibly to the security personnel at any time. All vehicles used by the Contractor or his Subcontractors on the Work shall be clearly marked with the Contractor's or Subcontractor's business name. The Contractor's offices, stores, depots and other facilities shall also be clearly identified. The detailed requirements are defined in the Health, Safety and Environment (HSE) Plan of BHEL. The supplier shall be liable for & shall provide all aspects of security and security measures for the Site.
15.3	SAFETY
	The Contractor shall comply with all ordinances and regulations including, but not limited to, National, State, Municipal laws and Department of Labour, Transmigration and Co-operation Regulations, and other Applicable Laws that are in force in the locality of the Works and shall comply with any instructions that may be from time to time issued by Employer. The safety rules and regulations laid down in the Health, Safety and Environment (HSE) Plan are to be strictly adhered to.
15.4	RELEASE OF INFORMATION
	The Contractor shall not communicate or use in advertising, publicity, or sales release, photographs or other reproductions of the Work under this Contract, or descriptions of the size, dimensions, quantity, quality, or other information concerning the Work unless prior written permission has been obtained from the Employer.
15.5	SAFETY AND ACCIDENT PREVENTION
	It shall be the Contractor's responsibility to maintain throughout the construction period, a safety and accident prevention program satisfactory to the Employer which meets the requirements of Applicable Laws and of all other Governmental Authorities authority having jurisdiction over the Works. The rules and regulations laid down in the Health, Safety and Environment (HSE) Plan must be adhered to at all times.
15.6	SECURITY
	The Contractor shall be solely responsible for the security of all equipment and materials incorporated or to be incorporated in the Work by him and all equipment, materials, tools, supplies, structures, facilities and others properly used in the execution of the Work while in his care and custody. The Contractor shall conform so to any specific security requirements of Employer but such compliance shall not relieve the Contractor from the total responsibility for security.
15.7	HEALTH HAZARDS
	Worker and public health is a critical part of any HSE management program. The Contractor shall control substances and materials that may be a hazard to worker's health. These controls shall be a combination of hazard communication, safe work systems and the controlled handling and disposal of hazardous materials. The Contractor's controls shall commence at contract preparations and procurement stages, where all vendors and subcontractors shall be required to submit Material Safety Data Sheets ("MSDS") for all hazardous materials that will be supplied, provided or brought onto the site. These MSDSs shall be forwarded to Contractor's HSE Manager for review and records management. In the event hazardous materials are to be used, the Contractor shall carry out assessments according to recognized international standards, to determine if there are any more suitable or less hazardous materials that could be substituted for the original materials. Only when the Project Manager, Employer

and his Engineer and the Contractor are satisfied that assessments have been completed, and control measures are adequate to protect worker health, the materials shall be allowed on the project worksite. The Contractor's control measures shall include:

- Material transport, storage, labelling, packaging, and disposal,
- Personnel protective equipment (PPE),
- Health surveillance and monitoring, and
- Emergency procedures and training.

All explosive materials to be used for blasting during Site preparation shall only be handled by approved and qualified personnel. All explosive materials shall be stored in a secure, limited access sites, protected from workers and the public, and removed from the site every day and immediately after use.

All radioactive equipment and materials shall only be used by qualified, approved and permitted personnel. Radioactive materials must be stored in approved and protected containers. Radioactive materials and waste products shall not be disposed of on-site but removed in protective containers and disposed at government approved storage and disposal sites

15.8 WASTE MATERIAL MANAGEMENT

The Contractor shall ensure that waste management identification, handling, transport and disposal are addressed in the development of their HSE management plans.

The Contractor's employees responsible for handling hazardous materials (including wastes) shall receive training and certification in the handling, transport, storage and disposal of chemicals and regulated or hazardous materials. Where applicable, Workplace Hazardous Materials Information System ("WHMIS") certification and training, or its equivalent, shall be made available to employees. Regular written updates shall be included for continued employee awareness.

The Contractor shall ensure proper segregation and isolation for wastes that could react together in the event of a leak or other incident. These facilities shall include lockable, fire proof cabinets or storage in shelving units separated by fireproof barriers or walls.

The Contractor shall dedicate a space for waste and drum storage. The storage area must be easily accessible for spill containment and emergency response and not be susceptible to flooding.

For any waste storage area which could accumulate hazardous gases, vapors, or dust due to the nature of the wastes stored, the Contractor must supply suitable ventilation or other controls to ensure exposure by employees is kept below required minimum standards. Storage areas for hazardous wastes shall be designated as restricted areas and shall be suitably equipped to control an incident involving a leak or spill.

The Contractor shall make available suitable fire extinguishing equipment and proper electrical bonding equipment in all areas involving the handling and storage of flammable and reactive wastes.

Disposal of wastes by burning will not be allowed on the construction site.

Sumps and waste pits shall not be used for waste storage at the work site. Sumps should only be used for temporary control and containment of spills, equipment leaks, etc. If the Contractor encounters former sump sites or waste pits during ground surveys, the Contractor shall identify and investigate the same. If any contamination is suspected, the Contractor shall excavate, remove and where required replace with an approved sump container system.

The Contractor shall develop and implement a waste disposal control system. This system shall control every load of waste leaving the worksite, detailing the type of waste disposal, waste origin and destination, approximate weight, date and transport details on a waste manifest/document. These documents shall be audited.

15.9 SPILL RESPONSE AND CONTROL

All spills shall be stopped and cleaned up immediately to avoid potential impact to water and soil quality. All spills shall be reported using the Incident Management Process. Under no circumstance contaminated material may be "stored" on the work site.

All spills shall be rapidly stopped and appropriately eliminated as defined in the Contractor's Emergency Preparedness, Response and Contingency Plan. Spills shall be contained in a way that will prevent their redistribution. All ground spills shall be contained as quickly as possible through diking, suction methods, excavation and the use of absorbents or other appropriate recovery techniques.

A list including the type, quantity and location of the storage of retaining and clean up equipment to be used during construction shall be prepared. The list shall include the procedures and mitigation measures to be used in case of a spill. A written inventory will also be prepared, before starting construction works, including lubricants, fuels, solvents, chemicals and other materials that might be accidentally discharged during construction.

All on-site fuel storage tanks shall be located in an impermeable secondary containment area with a holding capacity equal to 110% of the largest tank within the berm. For above ground tanks, the tanks shall be surrounded by a berm, the entire area covered with a suitable commercial absorbent material and with a sealed plastic liner to form an area that can be pumped out in the event of a leak in the tank. A waste handling plan shall be made with the purpose of identifying the procedures necessary for cleaning and disposing of residues from a major spill. In the event of a spill, the Contractor shall make all resources available to contain and clean up the spill. Traffic shall be minimized in and around the spill site.

15.10 NOISE CONTROL

Noise level specifications to be followed by the Contractor in design, assessment and monitoring activities are based upon the maximum (acceptable) levels which plant personnel may be exposed during their normal working duties. The Contractor shall be familiar with and comply with the environmental guidelines as issued by the relevant Governmental Authorities in Bangladesh, including the Department of Environment, Government of Bangladesh and other relevant Applicable Laws.

All internal combustion motors of vehicles, machinery and equipment used during the construction phase, shall have adequate noise silencers, and shall be kept in good operating conditions, during the entire construction period. Where temporary noise pollution of greater than 85 dBA will occur, temporary silencers shall be used. Equipment noise should not exceed the specified limits at accessible locations.

15.11 TRAFFIC PLANNING

The Contractor shall ensure that the Site is organized in such a way that pedestrians can move safely and without risk. The Contractor shall firstly select the lowest period of traffic flow for equipment crossings; and secondly, ensure that traffic patterns and entrances to private and public roads for access are not obstructed during construction activities. All site entry will be controlled by vehicular passes. Road closures, on-site and off-site, shall be with the approval of the Contractor's site manager and/or road closure permit. Site traffic shall be minimized and speed limits posted and enforced.

16.0 GUARANTEE / WARRANTY

As per GCC

17.0 SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE

Not Applicable

18.0 DOCUMENTS / INFORMATION REQUIRED

On dispatch, the following documents are to be submitted along with consignment / during delivery of materials to BHEL Site Store:

- 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 one Original & 2 copies.**
- 6) Full set of **Truck Receipt/ Railway Receipt/Shipping Document (by Barge) in India & Bangladesh as applicable**, in 1 (one) original and 3 (three) copies marked freight prepaid.
- 7) **Manufacturer's Factory Test Certificate in 1 (one) original.**
- 8) **Quality and Quantity Certificate** of the materials and equipment shipped in 1 (one) original.
- 9) **Factory Test Witnessing Certificate** or waiver certificate in 1 (one) original as applicable.
- 10) Certificate of Origin Issued by the Manufacturer of the materials shipped in 1 (one) original mentioning merchandise to be of anywhere except Israel.
- 11) **Material Despatch Clearance Certificate** issued by the purchaser for goods supplied issued prior to the shipment date of goods as applicable.
- 12) Proof of receipt / hand over of material at Kolkata / Chennai port to BHEL engaged Multimodal Transporter for Indian bidders & Store Receipt Voucher for Bangladeshi bidders.

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant 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

अनिमेष भक्ता / Animesh Bhakta
 वरिष्ठ उप महाप्रबंधक (आय) / Sr. D.
 बी. एच. ई. एल. / बी. ए. / BHEL / PSER
 डी जे - 9/1, सॉल्ट लेक / D.J. - 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.

- 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.

- 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

For & On behalf of the Bidder/

Contractor

(Office Seal)

अनिमेष भक्ता / Animesh Bhakta
 वरिष्ठ उप महाप्रबंधक (अप) / Sr. Dy. General Manager (Purchase)
 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

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

Witness:_____

(Name & Address) _____