

**BHARAT HEAVY ELECTRICALS LIMITED****(A Govt. Of India Undertaking)**

POWER SECTOR, EASTERN REGION

BHEL BHAWAN, PLOT NO. DJ-9/1, SECTOR II,

SALT LAKE CITY, KOLKATA, WEST BENGAL, INDIA

Phone : 033-23216130-31, 033-23216130 FAX : 033-23211960

NOTICE INVITING TENDER

OFFERS are invited from **REPUTED AND EXPERIENCED "LOCAL" BIDDERS** (meeting pre-qualification criteria as mentioned) **through E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> ONLY** for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document where "LOCAL" is defined as per Public procurement (preference to make in India) order 2017 by Govt. of India, vide order no. P-45021/2/2017-B.E.-II dated 15th June, 2017, 28/05/2018 & all subsequent clarifications.

ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUCT THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH:

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	E-TENDER NUMBER	PSER:PUR:PMX:384:072(ENQ:19:PP:0015:PUR:93) DATE: 25/10/2019
ii	Broad Scope of job	SUPPLY OF FOUNDATION BOLTS AND ACCESSORIES TO KOLKATA PORT FOR EXPORT TO 2X660 MW MAITREE STPP, BAGERHAT, BANGLADESH.
iii	DETAILS OF TENDER DOCUMENT	
a)	PART – B	GENERAL CONDITIONS OF CONTRACT (GCC) <i>Applicable</i>
b)	PART – C	TECHNICAL SPECIFICATION (TS) <i>Applicable</i>
c)	PART – D	SPECIAL CONDITIONS OF CONTRACT (SCC) <i>Applicable</i>
d)	PART – F	PRICE BID and UNPRICED PRICE BID (equivalent formats are available in e-procurement portal for bid submission in e-proc mode) <i>Applicable</i>
e)	PART – H	FORMS AND PROCEDURES ETC. <i>Applicable</i>
iv	ISSUE OF TENDER DOCUMENTS	START DATE: 25/10/2019 BHEL website (www.bhel.com), online through e-procurement platform at https://bhel.abcprocure.com/ and CPP Portal <i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 28/10/2019, Time: 15-00 Hrs. INDIAN STANDARD TIME (Offer to be submitted online through e-procurement platform at https://bhel.abcprocure.com/ or through conventional hard copy bid submission) <i>Applicable</i>
vi	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 28/10/2019, Time: 16-00 Hrs. (through conventional hard copy mode and online through e-procurement platform at https://bhel.abcprocure.com/, Bidder may depute representative to witness the same. <i>Applicable</i>
vii	EMD AMOUNT	NIL <i>Not Applicable</i>
viii	COST OF TENDER	NIL <i>Not Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 28/10/2019 (UP TO 12:00 Hrs.) INDIAN STANDARD TIME Along with soft version also, addressing to undersigned (in email) as per contact address given below. <i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	<i>Not Applicable (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN).</i> <i>Not Applicable</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<i>Not Applicable</i> <i>Not Applicable</i>
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com) →Tender Notifications →View Corrigendums & CPP portal →Tender Notice & E-PROCUREMENT PORTAL https://bhel.abcprocure.com) and not in the newspapers. Bidders to keep themselves updated with all such information. <i>Shall be intimated to bidder</i>

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. Swapnil Hamilton, Support Executive, Ph: +91 7968136867, e-mail ID: swapnil.h@eptl.in
- Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in
- Mr. Ankur Bhatt, Support Executive, Ph: +91 7968136823, e-mail ID: ankur.bhatt@eptl.in
- Mr. Prashant Rajyaguru, Asst. Manager – Implementation & Support, Ph: +91 7968136872, e-mail ID: prashant@eptl.in

For any difficulty in downloading the tender from internet website, they should contact this office (Dy. Manager, Purchase or AGM, Purchase Phone no. 033-23398222/8220). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

- Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.
- This is an E-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 (in Tender Box at 2nd Floor, BHEL-PSER, Kolkata office). 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 & MODALITY OF UPLOADING
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). 3. Copy of Techno-Commercial Offer (To be attached in Attachment section) 4. Duly filled all annexures except price & unpriced format (To be attached in Attachment section). 5. Copy of records notes of Pre-Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) 6. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) 7. All supporting documents/ Annexures etc. as applicable (To be attached in Attachment section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in Attachment section).
PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ Attachment section)
UNPRICED PRICE BID	10. Price schedule –Unpriced but mentioning only quoted / unquoted against each item as per tender.
PRICE BID	11. Duly filled in Price Schedule as per tender. Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

- Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting/correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.**
 - All documents/annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.**
- No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
 - BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
 - Bidders are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable). They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.

7. 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.
8. 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.
9. 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.
10. In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc. or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
11. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
12. 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.
- 13. 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.**
14. The bidder shall submit documents in support of possession of 'Pre-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 (if applicable).
- 15. The bidder may have to produce original document for verification if so decided by BHEL.**
16. While BHEL reserves the right to open the price bid of the offers in camera, the date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
17. Validity of the offer shall be as per PART-B, CI - 18.
18. Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform or conventional hard copy bid submission in the form & manner as mentioned in tender.
19. Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
- 20. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.**
21. Taxes and duties shall be as per SCC (PART- D) of the tender. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
22. "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.
23. 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).
24. 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.

25. 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).
26. 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 DY.MANAGER /PURCHASE, BHEL, KOLKATA.
27. 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.
28. 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.
29. Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price shall be after considering the discount.
30. "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com".
31. 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.
32. Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-IV.
33. "MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II)/Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-B where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."
- 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.

34. Indian suppliers, falling under the purview of Public procurement (preference to make in India) order 2017 by Govt. of India, vide order no. P-45021/2/2017-B.E.-II dated 15th June, 2017, & all subsequent clarifications can avail the intended benefits, as per provisions of the order subject to minimum local content shall be 50%, margin of Purchase preference shall be 20% & modality of preference to make in India shall be as per aforesaid order.
35. For this Procurement, Public Procurement (Preference to Make in India) Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.19 and subsequent Orders issued by the 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.

36. ORDER OF PRECEDENCE:

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

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

for BHARAT HEAVY ELECTRICALS LTD

Dy. Manager/ (PUR)

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published THROUGH E-PROCUREMENT PORTAL (<https://bhel.abcprocure.com>) and in website www.bhel.com & <http://eprocure.gov.in>. As such, all the bidders are requested to be in continuous touch with these websites.

Agency	Contact details
BHEL, PSER, Kolkata	Address: BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR, SALT LAKE CITY, KOLKATA – 700 091
	Phone no. 033-23398222, 23398220, 23211690
	FAX no. 033-23211960
	E-mail ID abhijitd@bhel.in , sukhen@bhel.in
M/s E-PROCUREMENT TECHNOLOGIES LIMITED	For E-PROCUREMENT ASSISTANCE & TRAINING, M/s E-PROCUREMENT TECHNOLOGIES LIMITED HELPDESK PERSONS AS PER FOLLOWING: - 1) Mr. Swapnil Hamilton, Support Executive, Ph: +91 7968136867, e-mail ID: swapnil.h@eptl.in 2) Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in 3) Mr. Ankur Bhatt, Support Executive, Ph: +91 7968136823, e-mail ID: ankur.bhatt@eptl.in 4) Mr. Prashant Rajyaguru, Asst. Manager – Implementation & Support, Ph: +91 7968136872, e-mail ID: prashant@eptl.in

Enclosures:

4. ANNEXURE-I: Pre qualifying Criteria.
5. ANNEXURE-II : No Deviation Certificate
6. ANNEXURE-III: Format for seeking clarification
7. ANNEXURE-IV: Suspension of business dealing with Suppliers/Contractors
8. ANNEXURE-V: Certificate by Chartered Accountant
9. ANNEXURE-VI: Declaration for Relation in BHEL
10. ANNEXURE-VII: General Terms & conditions for Reverse Auction.
11. Tender documents as per this NIT.

PRE-QUALIFICATION CRITERIA

JOB	SUPPLY OF FOUNDATION BOLTS AND ACCESSORIES TO KOLKATA PORT FOR EXPORT TO 2X660 MW MAITREE STPP, BAGERHAT, BANGLADESH.	
TENDER NO	PSER:PUR:PMX:384:072(ENQ:19:PP:0015:PUR:93)	DATE: 25/10/2019

SL NO	CRITERIA
1.0	FINANCIAL CRITERIA :
1.1	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF INR 6 LAC OR EQUIVALENT AMOUNT* DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2019 OR CORRESPONDING FINANCIAL YEAR FOLLOWED BY THE BIDDER AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR LAST THREE FINANCIAL YEARS, IN SUPPORT OF THE SAME.
1.2	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL 3 YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS.
1.3	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	TECHNICAL CRITERIA:
2.1	THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING 13 MT OF FOUNDATION BOLT TO GOVT./PSU/ REPUTED ORGANISATIONS FOR ANY POWER PLANT/INFRASTRUCTURE PROJECT THROUGH A SINGLE PURCHASE ORDER IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION. OR THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING 20 MT OF FOUNDATION BOLT TO GOVT./PSU/ REPUTED ORGANISATIONS FOR ANY POWER PLANT/INFRASTRUCTURE PROJECT THROUGH TWO SEPARATE PURCHASE ORDERS IN LAST THREE YEARS AS ON LAST DATE OF BID SUBMISSION. BIDDER SHALL HAVE TO SUBMIT RELEVANT DOCUMENTS IN SUPPORT OF THE SAME
3.0	BIDDERS SHOULD FURNISH PAN (PERMANENT ACCOUNT NO.).

4.0	GENERAL
A	CONSORTIUM BIDDING/JV BIDDING IS NOT ALLOWED.
B	IN CASE THE JOB IS UNDER EXECUTION/ ONGOING JOB, THE VALUE OF EXECUTED PORTION OF THE JOB SHALL BE AT LEAST CORRESPOND TO THE RESPECTIVE VALUES SPECIFIED ABOVE EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
C	THE VENDOR SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED IN THE PRE-QUALIFICATION CRITERIA, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
D	BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER
E	AFTER SATISFACTORY FULFILLMENT OF ALL ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION & PARTICIPATION AS PER NIT & ALL OTHER TERMS OF TENDER.
F	* EQUIVALENT AMOUNT MEANS THAT IT IS CONVERTED AT RATES AS ON THE DATE OF TENDER FLOATING (SBI BANK RATES - SELLING RATE).

NO DEVIATION CERTIFICATE
(TO BE SUBMITTED IN BIDDER'S LETTERHEAD)

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

Sub	NO DEVIATION CERTIFICATE	
Job	SUPPLY OF FOUNDATION BOLTS AND ACCESSORIES TO KOLKATA PORT FOR EXPORT TO 2X660 MW MAITREE STPP, BAGERHAT, BANGLADESH.	
Ref	1.0	Tender no - PSER:PUR:PMX:384:072(ENQ:19:PP:0015:PUR:93) DATE: 25/10/2019
	2.0	Other references (if any).

Dear Sir,

With reference to above tender, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and Conditions) and we offer our unqualified acceptance of the same. This is also to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT *and 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.

It is also confirmed that the price has been quoted in the format received with the enquiry. We confirm that, we do not have any objections to splitting the quantity among the different bidders by BHEL and price shall remain firm till the completion supply of full ordered quantity.

Any deviation found subsequently at any time during execution of order shall be treated null and void.

Thanking you,

Yours faithfully,

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

FORMAT FOR SEEKING CLARIFICATION

Job	SUPPLY OF FOUNDATION BOLTS AND ACCESSORIES TO KOLKATA PORT FOR EXPORT TO 2X660 MW MAITREE STPP, BAGERHAT, BANGLADESH.			
Tender No	PSER:PUR:PMX:384:072(ENQ:19:PP:0015:PUR:93) DATE: 25/10/2019			
Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS

1.0	Suspension of Business dealings with Suppliers/ Contractors
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.
1.3.1	Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed. ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is exceeded or b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier. iii) a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category. 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.
1.3.2	Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ 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 or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL. iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. ix) Supplier has substituted, damaged, failed to return or unauthorizedly disposed of free issue materials/ tools etc. of BHEL.
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

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

Certificate by Chartered Accountant on letter head

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

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

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and
 building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated
 October 5, 2006 :

Rs..... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture,
 fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act,
 2006:

Rs..... Lacs

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and
 the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period
 of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E)
 dated 01.11.2013 published in the gazette notification dated 04,11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number –

Seal of Chartered Accountant

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

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

Tick (✓) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

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

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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).

01. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
02. 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.
03. 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.
04. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
05. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
06. 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.
07. 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.
08. Reverse auction will be conducted on scheduled date & time.
09. 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 – B: GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	BHEL STANDARD TERMS	Bidder's confirmation	Deviation
1.	Our requirement is for use at 2X 660 MW, 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 (iv) Un Price Bid Part-II : PRICE BID Price to be indicated in the format enclosed. (Any preconditions for price will not be accepted and the tender will be rejected). The Technical-Cum-Commercial offer will be opened first, 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>		
2.	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened".		
3.	BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.		
4.	The equipment offered shall be strictly conforming to the specification and for complete unit.		
5.	No offer for individual accessories or part machinery will be accepted.		
6.	The sealed tenders super scribing tender number and due date should be addressed to (applicable for hard copy/conventional bid only): Deputy Manager/Purchase, Bharat Heavy Electricals Limited, PSER, BHEL BHAWAN, DJ-9/1, SALT LAKE, SECTOR-II, KOLKATA - 700 091, India.		
7.	<u>SECURITY DEPOSIT: Not Applicable</u> <u>PERFORMANCE BANK GUARANTEE: Not Applicable</u>		
8.	<u>PAYMENT TERMS:</u> <u>As per SCC of the tender.</u>		
9.	<u>WARRANTY/GUARANTEE:</u> <u>As per SCC of the tender.</u>		
10.	<u>DELIVERY TERMS:</u> Delivery of the items to be completed within 30 days from the date of issue of MDCC (Material Dispatch Clearance Certificate) or 45 days from the date of issue of Purchase Order whichever is earlier. <u>Offer with delivery period beyond tendered delivery schedule shall be liable for rejection.</u> However, in case due to any reasons if the same is accepted by BHEL, the same shall be loaded for the delayed delivery period (in this case after <u>tendered delivery period</u>) & percentage of loading shall be as per clause no 23 of GCC (<u>LD clause</u>).		
11.	<u>DISCOUNTS:</u> 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.		

12.	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 15 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.		
13.	LIQUIDATED DAMAGE (LD) : Subject to force majeure, If vendor fails to complete the job as per aforesaid completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the order value for delay of each week or part thereof. The liability for delay shall not in any case exceed 10% (ten percent) of the order value. For this purpose, the period of delay shall be the delay attributable to vendor for completion of job as per contract. In case of LD recovery, the applicable GST shall also be recovered from vendor.		
14.	INSPECTION: Details shall be as per SCC of tender. BHEL will have the option to inspect with conducting of Load/Overload Test etc. the equipment at supplier's works before delivery. The final inspection / performance checking will however be carried out at our site. Bidder must submit quality plan within one month from the date of LOI, to BHEL for its approval.		
15.	CONSIGNEE DETAILS:- 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 All documents / correspondences must bear the Tender no. / PO No. & Date.		
16.	The manufacturing progress will have to be furnished to us periodically in the form and manner required by us.		
17.	Supplier must submit with their offer list of customers (with their full address and their purchase reference number) to whom they have supplied similar machine in the past five years. The year of supply should also be indicated.		
18.	The quotation should be valid at least for a period of NINETY (90) DAYS from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.		
19.	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.		

20.	ARBITRATION & CONCILIATION		
20.1	ARBITRATION :		
20.1.1	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 20.2 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 20.1.1 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.		
20.1.2	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.		
20.1.3	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.		
20.1.4	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.		
20.2	<u>CONCILIATION:</u> If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC (as available in www.bhel.com). The Procedure 2.3 together with its Formats (as available in www.bhel.com) will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC. The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 (as available in www.bhel.com) to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 (as available in www.bhel.com) with effect from the date as intimated by BHEL to it.		

20.3	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.		
21.	JURISDICTION : All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.		
22.	RIGHTS OF BHEL: (A) To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer. (B) To terminate the contract or withdraw portion of work/supply and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases: - 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. - Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. - 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. - Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier. - Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL. - Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier. (#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract. (C) Risk & Cost Amount against Balance Work: Risk & Cost amount against balance work shall be calculated as follows: $\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$ Where, A= Value of Balance scope of Work/Supply (*) as per rates of new contract B= Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). (*) Balance scope of work / supply (in case of termination of contract): Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount. (D) LD against delay in executed work/ supply in case of Termination of Contract : LD against delay in executed be 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. 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)] x 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.		
23.	LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS		
i)	Bank Guarantee: Non submission of 10% BG (if applicable) will attract 10% loading on the offers.		
ii)	Penalty Clause: Non acceptance of LD/penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.		
iii)	For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.		
24	Note: The offers not complying the above Terms & Conditions will not be accepted.		

Note:

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

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220	Page 17 of 37
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PART-C:**TECHNICAL SPECIFICATION**

TECHNICAL SPECIFICATION FOR FOUNDATION BOLTS AND ACCESSORIES	
1.0	General Requirements:
1.1	Mild steel foundation bolt assembly conforming to relevant BS or equivalent international code along with nuts, lock nuts (as per relevant BS or equivalent international code), washers, anchor plates, stiffner plates, protective tape, pipe sleeves etc. Please refer attached Drawings ref – a) MAITREE-00-UVG-LC-100467-PEM rev1_Wet Ball Mill Building-St. Framing b) MAITREE-00-UVG-LC-101067-PEM rev1_RC Pump & Oxidation Blower Building-St. Framing c) MAITREE-00-UVG-LC-101667-PEM rev1 _Gypsum Dewatering Bldg d) MAITREE-00-UZT-LB-100575-PEM rev3_Pipe Rack PR-3 Foundation GA & RC e) MAITREE-00-UZT-LC-100675-PEM rev2_Pipe Rack PR-3 Structure Steel Details
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): As per MQP ref MAITREE-00-U-QA-300083-PSE rev1
2.0	Material Properties and Requirements
	As per approved Manufacturing Quality Plan which available with tender document.
3.0	Chemical Composition
	As per approved Manufacturing Quality Plan which available with tender document.
4.0	Mechanical / Physical Properties
	As per approved Manufacturing Quality Plan which available with tender document.
5.0	Inspection & Testing:
5.1	As per approved Manufacturing Quality Plan which available with tender document.
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 <table border="1"> <tr> <td> 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 </td> <td> 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 </td> </tr> </table>	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
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		
6.3.1	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 %.		

NOTE:

Maximum tolerance allowed is as per following:

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.

MANUFACTURER & WORKS ADDRESS:
1. UNIQUE FABRICATORS CORPORATION
JALAN INDUSTRIAL COMPLEX,
GATE NO. -3, JANGALPUR,
HOWRAH - 711302
2. M/S. KOTHARI INDUSTRIES
SOUTH CHAMRAIL, HOWRAH - 711114

Manufacturing Quality Plan

Project : 2X660MW MAITREE STPP, BANGLADESH

Package : EPC PACKAGE

Contract No. : -

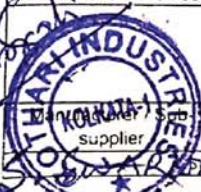
Main-supplier: BHEL-PSER, KOLKATA

Sl. No	Component & Operations	Characteristics	Class	Type of Check	Quantum Of check		Reference Document	Acceptance Norms	Format of Record		Agency			Remarks
					M	C / B				D*	M	C	B	
1	2	3	4	5	6		7	8	9		**10			11
A	Raw Material of Foundation Bolt													
A.1		Chemical Composition	Major	Review of Mfr. TC	100%	100%	ASTM A576 Grade 1018 / SAE 1018 or equivalent	Shall conform to requirement of Grade 36 of ASTM F 1554	Mfr. TC	✓	V	V	V	# Plates shall be as per IS 2062 (latest) or equivalent. \$ TC verification not required for plate thickness <40. Manufacturer shall give undertaking that the plates have been sourced from approved manufacturer and conform to the requirement.
A.2		Physical Properties (TS, YS & % Elongation)	Major	Review of Mfr. TC	100%	100%	ASTM A576 Grade 1018 / SAE 1018 or equivalent	Shall conform to requirement of Grade 36 of ASTM F 1554	Mfr. TC	✓	V	V	V	
B	Welding Inspection													
B.1		Visual Inspection of weld quality	Major	Visual	100%	Random 5% of each Type from offered Lot	Approved Drawing & AWS D1.1	Approved Drawing & AWS D1.1	Inspection Report	✓	P	W	V	Personnel qualification records shall be reviewed.
C	Final Inspection													
C.1		Dimensions (Dia, Thread length & Overall length of bolt)	Major	Measure	100%	Random 5% of each Type from offered Lot	Approved Drawing	App. Drawing, Tolerance as per ASTM F1554	Inspection Report	✓	P	W	V	Thread dimensions of the bolt to be verified by gauge or with matching nut
C.2		Dimension of Nut	Major	Measure	100%	Random 5% of each Type from offered Lot	DIN 934 or equivalent	DIN 934 or equivalent	Inspection Report	✓	P	W	V	
C.3		Workmanship	Major	Visual	100%	Random 5% of each Type from offered Lot	ASTM F 1554	Shall conform to Clause 12 of ASTM F 1554	Inspection Report	✓	P	W	V	The nut should move freely in & out of the bolt
C.4		Tensile tests on bolt (TS, YS & % Elongation)	Major	Test	1 sample each type from offered Lot	1 sample each type from offered Lot	ASTM F 1554	Shall conform to Grade 36 in Table 3 of ASTM F 1554	Test Report	✓	P	W	V	Test shall be done at BHEL-approved NABL accredited third party lab
C.5		Hardness test on Nut	Major	Test	Random 5% of each Type from offered Lot	Random 5% of each Type from offered Lot	ASTM F 1554	ASTM A 563	Test Report	✓	P	W	V	
C.6		Chemical test on Nut	Major	Test	1 sample each type from offered Lot	1 sample each type from offered Lot	ASTM F 1554	ASTM A 563	Test Report	✓	P	W	V	Chemical Test shall be done at BHEL-approved NABL accredited third party lab
D	Packing													
D.1		Packing of finished and accepted bolt	Minor	Physical	100%	100%	Manufacturer's standard	See Note	Certificate of Conformance	✓	P	V	-	BHEL shall review the CoC from the Manufacturer

NOTE:

APPROVED

- Suitable arrangement shall be made to protect the thread of bolts from damage during transport
- The threads shall be given a coating of temporary rust preventive coating



Arup
Ratan
Paul

Digitally signed by Arup Ratan Paul
DN: cn=Arup Ratan Paul, o=BHEL-PSER, KOLKATA, ou=ENGR/QLY, email=arup@bhel.com, c=IN
Main-supplier: 2019.08.04 10:53:30

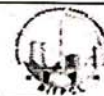
LEGEND:

Records, identified with "Tick" (✓) SHALL be essentially included by SUPPLIER in QA documentation.

M: Manufacturer/Sub-SUPPLIER, C: MAIN SUPPLIER, B: BIFPCL

perform W: witness and V: verification of document, as applicable.

CHP: BIFPCL shall identify in column "B" AS "W"



For BIFPCL use

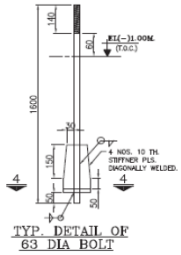
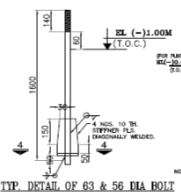
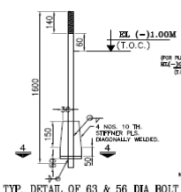
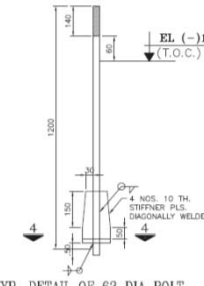
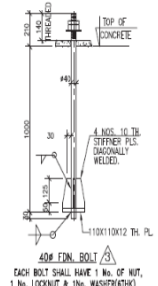
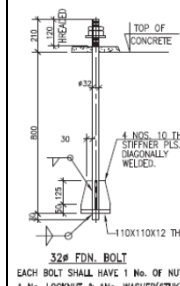
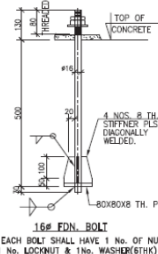
BIFPCL DOC. NO.: MAITREE-00-U-QA-300083-PSER Rev.1

REVIEWED BY
APPROVED BY

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APPROVAL SEAL

Cat-III Item.
Approval from BIFPCL is not required.

2 X 660 MW MAITREE RAMPAL PROJECT, BANGLADESH
TENTATIVE REQUIREMENT OF FOUNDATION BOLTS With drawing reference

SL NO	NAME OF STRUCTURE	REF OF DRG	DIA OF BOLTS									
			63 MM	SKETCH	56 MM	SKETCH	40 MM	SKETCH	32 MM	SKETCH	16 MM	SKETCH
1	WET BALL MILL BUILDING	MAITREE-00-UVG-LC-100467-PEM, REV-1	160									
2	GYPSUM DEWATERING BUILDING	MAITREE-00-UVG-LC-101667-PEM, REV-1	140		72							
3	OXIDATION BLOWER & RC PUMP HOUSE BUILDING	MAITREE-00-UVG-LC-101067-PEM, REV-1	160									
4	PIPE RACK PR-3	MAITREE-00-UZT-LC-100675-PEM, REV-2 & MAITREE-00-UZT-LB-100575-PEM, REV-3					80		384		24	
		TOTAL	460		72		80		384		24	

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PART- D	SPECIAL CONDITIONS OF CONTRACT (SCC)	PAGE 1 OF 10

Supply of Foundation Bolts and Accessories

for 2x660 MW

Maitree Super Thermal Power Project

at

Moidara Village, Rampal Upazila,

Bagerhat District, Bangladesh

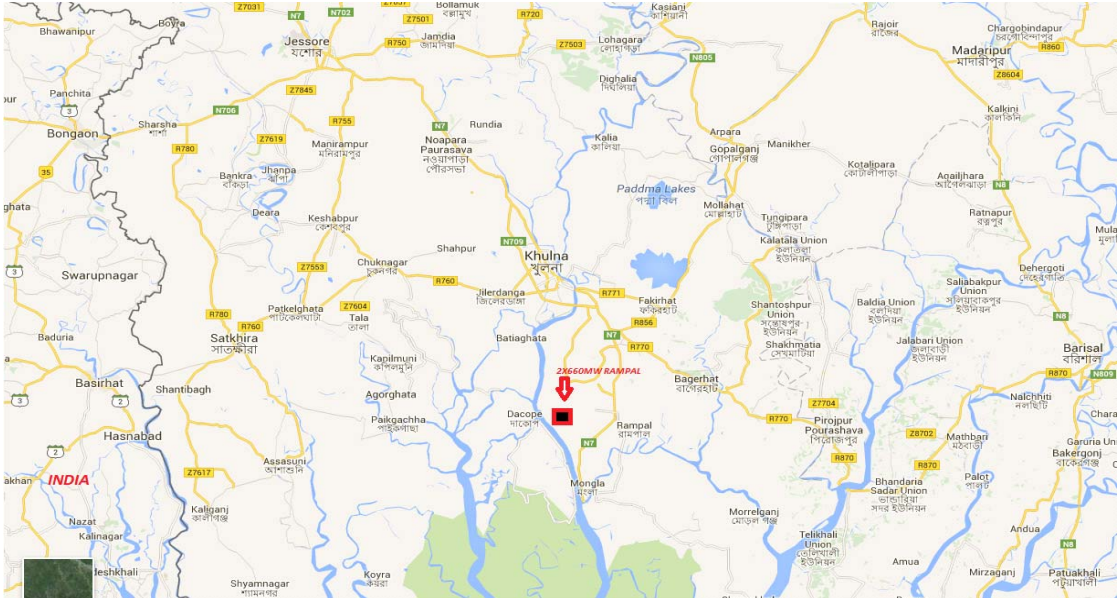


Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Sector– Eastern Region
Plot–DJ9/1, Sector-II, Salt Lake
Kolkata-700091

TENDER NO : PSER:PUR:PMX:384:072(ENQ:19:PP:0015:PUR:93) DATE: 25/10/2019		
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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

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PART- D	SPECIAL CONDITIONS OF CONTRACT (SCC)	PAGE 3 OF 10
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	
1.3	Owner: BIFPCL (BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED)	
2.0	SCOPE OF THE CONTRACT	
2.1	The scope of work includes manufacturing, inspection & testing at supplier's works or at approved laboratory, packing as per specification and transportation to Kolkata port at specified area. Unloading of materials at port is purchaser responsibility.	
3.0	SITE VISIT	
	Not required	
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	
पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220		Page 24 of 37

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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	
	As per MQP.	
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 of the items to be completed within 30 days from the date of issue of MDCC (Material Dispatch Clearance Certificate) or 45 days from the date of issue of Purchase Order whichever is earlier.	
11.0	PRICE BID, CONTRACT PRICE & EVALUATION OF PRE-QUALIFICATION CRITERIA	
	Suppliers should quote prices in INR as per price bid (PART-F) of NIT.	
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	
	Price Evaluation will be done on “All Inclusive Total F.O.B. Kolkata Port price including all taxes & duties excluding GST”.	
13.0	TERMS OF PAYMENT	
	(a) 80% of payment: 80% of basic payment shall be released against dispatch of material from registered place of dispatch of supplier within 60 days from the date of receipt of the complete invoice. This payment shall be released on submission of the following documents: 1. Indian GST complaint Invoice in original, duplicate & triplicate. 2. Material Despatch Clearance Certificate (MDCC) 3. Original copy of Lorry Receipt(LR)/Railway Receipt(RR), as applicable 4. Packing List in 3 (three) originals 5. Copy of letter, addressed to insurance company intimating dispatch. (b) Balance Payment: Balance payment including GST to be paid within 60 days from the date of receipt of following documents: 1. Copy of Original GST compliant Invoice as mentioned above 2. Manufacturer's Factory Test certificate in 1 (one) original 3. Copy of Inspection Report (if applicable) 4. Warranty Certificate in 1 (one) original. 5. Proof of receipt, handover of material at Kolkata port to BHEL engaged Multimodal Transporter. Weight of material in weighbridge at port (excluding packing material) will be considered for payment. 6. Confirmation of full GST Credit to BHEL. 7. Vendor declaring GST Invoice in his GSTR-1. 8. Confirmation of payment of GST thereon by vendor on GSTN Portal.	
पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220		Page 25 of 37

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	Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. Any interest if levied thereon for reasons elaborated in tax and duties clauses of the tender and attributable to the bidder, will be recovered from the Final Payment/Retention amount. (c) No advance shall be paid. Payment shall be made on the basis of actual quantity of material received at port for Indian bidders. (d) Paying Authority: 1. AGM Finance, BHEL-PSER Kolkata All the documents of title i.e. Original LR, RR & Shipping Document (by Barge) should be submitted by vendor in case of multi modal transport i.e. part transportation by Lorry (Intra State - From Factory to Railway Siding/port at origin at origin and Railway Siding/port to Project Premises at Destination) and part transportation by Railway/barge, as applicable.	
14.0	TAXES, DUTIES ETC	
14.1	Indian GST:	
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 Port.	
14.1.3	The successful supplier shall instruct C&F agent engaged by them to ensure mentioning of GSTN of the Supplier in the "Shipping Bill" to be filed by them. Bharat Heavy Electricals Ltd is registered with "Engineering Export Promotion Council of India (EEPC India). The copy of valid Registration Cum Membership Certificate shall be provided to the successful supplier.	
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	
पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220		Page 26 of 37

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PART- D	SPECIAL CONDITIONS OF CONTRACT (SCC)	PAGE 6 OF 10
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.	
14.3	Import in Bangladesh:	
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	

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14.3.3	Supplier may please note that import for the project shall be in the name of our Employer / Owner of the Plant / Project and such import other than Office and Household Equipment shall be exempted from payment of Customs Duty, VAT & Supplementary Duty as per S.R.O-73 dtd. 19-03-1997. Also Regulatory Duty (RD), Advance Trade VAT(ATV) & AIT are exempted / not applicable. Further, any documentation needed for facilitating the Imports like Bill of Entry, Bill of Lading, Packing List, Certificate of Origin etc. will be submitted by the supplier in reasonable time having regard to the time for delivery of the work and the time for completion. Documents required for import clearance at Bangladesh Customs shall be provided/ arranged by BHEL from Customer based on supplier's documents as above.	
14.3.4	The supplier shall raise consolidated invoice covering all the charges including ocean freight and any other charges. The currency of this Invoice shall be USD. The charges on account of Ocean Freight and / or any other charges shall include all taxes, duties, charges, Cess or any other taxes incurred in connection with performance of the supply of goods at project site in Bangladesh.	
14.3.5	The name of BHEL must appear in the all the export documents including Shipping Bills, Packing List, Certificate of Origin, Export Declaration Form (EDF) to be filed with Indian Customs authority as the "Exporter" and name of the Supplier may appear as the "Manufacturer Exporter". IEC No. of BHEL (0588138690) and BIN No. of BHEL (AACB4146PFT001) must be used in all export related documents in India.	
14.3.6	The supplier should correctly and accurately classify all the materials, supplies, equipment, tools and other articles to be shipped under the subject purchase order as per the Harmonized Commodity Description and Coding System. The supplier may refer the website of Bangladesh Customs Authority in this regard (http://www.bangladeshcustoms.gov.bd/trade_info/operating_center).	
14.3.7	The Supplier shall promptly unload the materials, supplies, equipment, tools and other articles.	
14.3.8	The supplier shall be responsible for import of all permanent imported items including freight forwarding, custom clearance on both side at India & Bangladesh, port handling, port charges and C&F commission & their offer Price should consider Demurrage, Landing fee and Additional Border Charges, and various other charges / fees imposed by the Customs Authority, Port Authority or any other authority. No extra payment shall be paid by BHEL in this regard. The price shall be FO.R. Site as such and shall be inclusive of all such requirement.	
14.3.9	Any Taxes for exporting material from source country & as applicable in the source country shall be on supplier's account. However, supplier to take into consideration Duty Free Export Provisions in source country, as applicable, including that in GST in case of exports from India. As such, while offering the rates, the supplier may take into account the benefit of above provisions, as the cost of input to the supplier will be net of such taxes and adjust their offer price accordingly to make it more competitive. In case of supply from India Supplier to take into consideration applicable, Zero Rated Export Provisions under GST Law.	
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	

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	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 conformal 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 Not Applicable	
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 be 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	
पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220		Page 29 of 37

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	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	
	Not Applicable	
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 Original & duplicate in 3 (three) originals.	
पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220		
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	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) Warranty Certificate in 1 (one) original as per contract. 8) Manufacturer's Factory Test Certificate in 1 (one) original. 9) Quality and Quantity Certificate of the materials and equipment shipped in 1 (one) original. 10) Factory Test Witnessing Certificate or waiver certificate in 1 (one) original as applicable. 11) Certificate of Origin Issued by the Manufacturer of the materials shipped in 1 (one) original mentioning merchandise to be of anywhere except Israel. 12) Material Despatch Clearance Certificate issued by the purchaser for goods supplied issued prior to the shipment date of goods as applicable. 13) Proof of receipt / hand over of material at Kolkata port to BHEL engaged Multimodal Transporter.	

PART- F - UNPRICED PRICE BID**(THIS FORMAT TO BE USED FOR HARD COPY BID SUBMISSION ONLY)**

S. N.	Item Description	UOM	Quantity	All Inclusive Unit F.O.B. Kolkata Port price including all taxes & duties excluding GST (IN INR)	All Inclusive Total F.O.B. Kolkata Port price including all taxes & duties excluding GST (IN INR)	All Inclusive Total F.O.B. Kolkata Port price including all taxes & duties excluding GST (IN INR in Words)
A	B	C	D	E	F = (D X E)	
1	Mild Steel Foundation Bolt Assembly conforming to relevant BS or equivalent international code along with nuts, lock nuts (as per relevant BS or equivalent international code), washers, anchor plates, stiffener plates, protective tape, pipe sleeves etc.	MT	32			
	All Inclusive Total F.O.B. Kolkata Port price including all taxes & duties excluding GST (IN INR)					

Note:

1	The quoted price shall be including packing, loading, forwarding, handling, transportation on F.O.B. Kolkata Port Basis but excluding GST.
2	Transit Insurance is in BHEL's scope.
3	Taxes & duties clause shall be as per PART-D: SCC of Tender.
4	GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST/Concessional GST along with Cess (as applicable) in their quoted rate/price. The successful bidder 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 the successful bidder on BHEL for this project/ work.
5	Bidder 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 the vendor along with interest levied / leviable on BHEL, as the case may be.
6	Bidder shall quote their rate/ price inclusive of all taxes & duties except 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.
7	Discounts offer by the vendor in price shall not be entertained by BHEL. (Ref. Cl. 11.0 SCC).
8	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 F.O.B. Kolkata Port price including all taxes & duties excluding GST".
9	"All Inclusive Total F.O.B. Kolkata Port price including all taxes & duties excluding GST" as above shall be taken into account for evaluation.
10	Bidder's quoted rate / price shall remain firm for offer validity period. The total quantity variation shall be limited to $\pm 30\%$ of the total contract value.
11	No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
12	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate with respect to item-wise lowest rates (amongst participating bidders), before placement of order.
13	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.abcpurchase.com> ONLY.

PART- F - PRICE BID**(THIS FORMAT TO BE USED FOR HARD COPY BID SUBMISSION ONLY)**

S. N.	Item Description	UOM	Quantity	All Inclusive Unit F.O.B. Kolkata Port price including all taxes & duties excluding GST (IN INR)	All Inclusive Total F.O.B. Kolkata Port price including all taxes & duties excluding GST (IN INR)	All Inclusive Total F.O.B. Kolkata Port price including all taxes & duties excluding GST (IN INR in Words)
A	B	C	D	E	F = (D X E)	
1	Mild Steel Foundation Bolt Assembly conforming to relevant BS or equivalent international code along with nuts, lock nuts (as per relevant BS or equivalent international code), washers, anchor plates, stiffener plates, protective tape, pipe sleeves etc.	MT	32			
	All Inclusive Total F.O.B. Kolkata Port price including all taxes & duties excluding GST (IN INR)					

Note:

1	The quoted price shall be including packing, loading, forwarding, handling, transportation on F.O.B. Kolkata Port Basis but excluding GST.
2	Transit Insurance is in BHEL's scope.
3	Taxes & duties clause shall be as per PART-D: SCC of Tender.
4	GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST/Concessional GST along with Cess (as applicable) in their quoted rate/price. The successful bidder 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 the successful bidder on BHEL for this project/ work.
5	Bidder 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 the vendor along with interest levied / leviable on BHEL, as the case may be.
6	Bidder shall quote their rate/ price inclusive of all taxes & duties except 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.
7	Discounts offer by the vendor in price shall not be entertained by BHEL. (Ref. Cl. 11.0 SCC).
8	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 F.O.B. Kolkata Port price including all taxes & duties excluding GST".
9	"All Inclusive Total F.O.B. Kolkata Port price including all taxes & duties excluding GST" as above shall be taken into account for evaluation.
10	Bidder's quoted rate / price shall remain firm for offer validity period. The total quantity variation shall be limited to $\pm 30\%$ of the total contract value.
11	No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.
12	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate with respect to item-wise lowest rates (amongst participating bidders), before placement of order.

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.abcpocure.com> ONLY.

PART-H:**FORMS AND PROCEDURES****F-01****RTGS FORMAT**

(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.

F-02**VENDOR DETAILS**

1. Name & address of the vendor/company:
2. PAN No. of the vendor/company (scan copy of PAN Card):
3. Contact Person for the vendor/company:
4. Mobile number & E-mail of the contact person:
5. VAT / TIN:
5. CST:

SIGNATURE OF THE BIDDER WITH DATE & SEAL

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

NAME OF BIDDER				
FAX NO.				
Registration Number*				
Name of Partners / Directors				
Bidder Type - Indian/ Foreign*				
City*				
State*				
Country*				
Postal Code*				
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*			

SIGNATURE OF THE BIDDER WITH DATE & SEAL

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~~ 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 Authorized Representative of Vendor
के. के. कोआरी / K. K. Coari
उप महाप्रबंधक (वित्त) / Dy. General Manager (Fin)
बी. एच. ई. एल. : पं. एम. ई. आर. : कोलकाता - 700 091
BHEL:PSER / Kolkata-700 091

Confirmation by Banker with office seal


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