



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

e-Tender ref. No. PSER: PUR: PMX: 163(XIII): 118 DATE: 9/2/2016

NOTE: TENDER DOCUMENT IS AVAILABLE ON WEBSITES AS DETAILED BELOW. BIDDERS CAN DOWNLOAD FROM WEBSITES AND SUBMIT THEIR OFFER ONLY THROUGH <https://bheleps.buyjunction.in>.

SEALED OFFERS ARE INVITED FROM REPUTED & EXPERIENCED BIDDERS FROM BANGLADESH (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) THROUGH E-PROCUREMENT PORTAL <https://bheleps.buyjunction.in> ONLY BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT DETAILED BELOW. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	PSER: PUR: PMX: 163(XIII): 118 DATE: 9/2/2016
ii	Broad Scope of job	DESIGN, MANUFACTURE, ASSEMBLY, TRANSPORTATION, DELIVERY AND INSTALATION AT SITE FOR 01 (ONE) NO. OF PORTA CABIN (BUNK HOUSE) AND CONSTRUCTION OF SEPTIC TANK & SOAK PIT FOR 25 USERS AND SUPPLY & INSTALLATION OF 1000 LITER CAPACITY ROTATIONAL MOULDED POLYETHYLENE WATER STORAGE TANK AT 2X660 MW BANGLADESH MAITREE COAL POWER PLANT PROJECT, IN MOITHARA VILLAGE, RAMPAL UPAZILA, BAGERHAT DISTRICT, BANGLADESH. .
iii	DETAILS OF TENDER DOCUMENT	
a	PART - B:	GENERAL CONDITIONS OF CONTRACT (GCC) <i>Applicable.</i>
b	Volume-IB	General Conditions of Contract (Services) <i>Not Applicable.</i>
c	PART-C	TECHNICAL SPECIFICATION AND SPECIAL CONDITION OF CONTRACT (SCC) <i>Applicable.</i>
d	PART- H	Forms and Procedures etc. <i>Applicable.</i>
e	Volume-IF	Technical Conditions of Contract (TCC) <i>Not Applicable.</i>
f	Volume-II	Technical Specification: <i>Not Applicable.</i>
g	PART-E	Price Schedule (Absolute value). <i>Applicable.</i>
iv	Issue of Tender Documents	From BHEL website (www.bhel.com & www.jantermanter.com) Tender documents can be downloaded from website till due date of submission. Start date 23/10/2014 <i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 19/2/2016, Time: 15-00 Hrs. Place : BHEL- Kolkata <i>Applicable</i>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211798/ 1691

vi	OPENING OF TENDER	Techno-commercial offer will be opened on same day 19/2/2016, Time: 16-00 Hrs Hours, for which bidder may depute representative. Bidders are requested to visit website for viewing Tender Change Notice (TCN) / Corrigendum etc. informing any change before submitting the tender. Bidder may depute representative to witness the opening of tender.	Applicable
vii	EMD AMOUNT	BDT.40,000.00 (BANGLADESH TAKA 40,000.00 Thousand only)	Applicable
viii	COST OF TENDER	NIL	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 15/2/2016 Along with soft version also, addressing to undersigned (in email) as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Not Applicable	Not Applicable. (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Not Applicable	Not Applicable
xii	Latest updates	--	Shall be intimated to bidder

1. Earnest Monet Deposit (EMD) of **BDT.40,000.00 (BANGLADESH TAKA 40,000.00 Thousand only)** either in cash deposited at BHEL office Cash section and receipt enclosed or in the form of crossed Demand Draft / Pay Order (in favour of Bharat Heavy Electricals Limited, payable at Kolkata), shall be enclosed by the bidder along with the offer, failing which the tender is liable for rejection.

One time EMD for BDT. 2,00,000.00 (BDT Two Lakh only) will also be valid for all such jobs. Bidders who have deposited one time EMD of BDT.2.00 lakh with BHEL:PSER for such job (evidence of deposit must be submitted) will be exempted from submission of EMD with this tender. The followings may be noted:

In case the bidder deposits separate EMD as mentioned above, there will be no change in existing clauses of this tender.

SCAN COPY OF EMD TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL OFFER IN MJUNCTION E-PROCUREMENT PORTAL/PLATFORM. ORIGINAL EMD TO BE SUBMITTED IN SEALED ENVELOPE (SUPERSCRIBING TENDER REFERENCE) TO HEAD-PURCHASE/SR. ENGINEER/PURCHASE, BHEL BHAWAN, DJ-9/1, SECTOR-2, KARUNAMOYEE, SALT LAKE CITY, KOLKATA-700091, WEST BENGAL PRIOR TO LATEST DUE DATE OF SUBMISSION OF OFFER

EMD by the Tenderer will be forfeited as per Tender Documents if, the successful bidder/vendor refuses to honour the Order after award of the same on him and/or withdraws his bid and / or unilaterally changes the offer and/or any of its terms & conditions within the validity period.

EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after successful execution of the job or submission of Security deposit (if applicable).

- 1.0 This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in>. Offers are invited in two-parts only. No

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211496

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.Scanned copy of Covering letter of offer (To be attached in Attachment section) 2. Scanned 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. Scanned 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 bidders letterhead as per format given in Annexure- II (To be attached in Attachment section).
PRE-QUALIFICATION PART	9.Pre-qualifying documents with all credentials as per Annexure- I. (To be attached in PQ Attachment section)
UNPRICED PRICE BID	10.Price schedule –Unpriced but mentioning only quoted / unquoted against each item as per Part- E. (To be attached in Unpriced bid Attachment section)
PRICE BID	11.Duly filled in Price Schedule as per Annexure-I & II. (To be attached in price bid Attachment section) Any other document uploaded in the price bid, apart from PART- E, as per tender format, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

A) Offer & documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed.

B) All documents / Annexures submitted with the offer shall be properly annexed, uploaded 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.

- BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
- BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split the job.
- You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
- For any clarification on the tender document, you may seek the same in writing from the office of the undersigned. Such letters should reach the office of the under signed **positively by 15/2/2016**.
- BHEL may decide holding pre-bid conference (PBC) with any/ all the intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211496

and place as may be decided by BHEL.

7. In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc. or requirements of different codes / standards, specified, the same to be brought to the knowledge of BHEL by you in writing for such clarifications before you submit your bid; otherwise, more stringent requirements as may be interpreted by BHEL shall prevail and shall be binding on you.
8. Price bids of those bidders will be opened who will be qualified for the subject job on the basis of evaluation of Techno-commercial bids / pre-qualifying criteria and as considered suitable by BHEL.
9. 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.
10. Taxes and duties shall be as per details given in PART-C.
11. Notwithstanding as stated above, statutory rules regarding Taxes & Duties of Bangladesh shall prevail.
12. You are free to visit the site and study the prevailing site condition including law & order etc. before quoting.
13. BHEL may decide holding pre-bid conference [PBC] with 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.
14. 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 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.
15. 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.
16. For any clarification on the tender document, you may seek the same in writing within **15/2/2016**, from the office of the undersigned which will be clarified to all the bidders. 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.
17. The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements" duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately (if applicable).
18. While BHEL reserves the right to open the price bid of the offers in camera. The date & time of Price Bid 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, who may like to attend, shall be allowed.
19. ***BHEL reserves the right to go for REVERSE AUCTIONING (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. As bidders to give their acceptance 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.***

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211496

action by BHEL as per extant guidelines in vogue. Information and General Terms and conditions of RA is attached in PART-D.

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 further details about the methodology, they may please contact AGM / PUR or AGM / IT, BHEL, Kolkata.

However, if reverse auction process is not adopted or is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

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

20. 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.
21. The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
22. The bidder may have to produce original document for verification if so decided by BHEL.
23. 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-A.
24. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or 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.

- 25. 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:**

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

- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- Notice Inviting Tender (NIT)
- Price SCHEDULE – (Part-E)
- Special Conditions of Contract (SCC) – (Part-C)
- General Conditions of Contract (GCC) — (Part-B)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211496

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in website www.jantermanter.com , www.bhel.com & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these websites.

26. Complete offer to be addressed to, SR. ENGINEER/PURCHASE OR AGM /PURCHASE, BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION, PLOT NO.9/1, BLOCK-DJ, SECTOR-II, SALT LAKE, KOLKATA-700091 clearly mentioning the Tender No. along with latest due date of offer submission.

BHEL RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF. RESPONSIBILITY OF POSTAL/COURIER DELAY SHALL NOT REST WITH BHEL.

for BHARAT HEAVY ELECTRICALS LTD

SR. ENGINEER (PURCHASE)

Agency	Contact Details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033-2321 1496 (D)/ 1690,EPABX – 23216130, 34, 35; Extension – 3222
	FAX no	033-23211960
	E-mail	gargi@bhelpser.co.in
MJUNCTION for Training & eprocurement assistance	For e-procurement assistance & training, bidders may contact <i>MJUNCTION helpdesk phone no. 033-66011717 between 9:30 am till 5:30 pm. Also refer to contact no mentioned in their website.</i>	

Enclosure

01. Annexure-I: Pre qualifying Criteria.
02. Annexure- II : No Deviation Certificate
03. Annexure-III: Format for seeking clarification
04. Annexure-IV: General Terms & conditions for Reverse Auction
05. Annexure-V: Suspension of business dealing with Suppliers
06. Annexure-VI: Certificate by Chartered Accountant
07. Tender documents as per this NIT.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211496

ANNEXURE - I**PRE QUALIFYING CRITERIA**

JOB	DESIGN, MANUFACTURE, ASSEMBLY, TRANSPORTATION, DELIVERY AND INSTALATION AT SITE FOR 01 (ONE) NO. OF PORTA CABIN (BUNK HOUSE) AND CONSTRUCTION/SUPPLY & INSTALLATION OF SEPTIC TANK & SOAK PIT FOR 10 USERS AND SUPPLY & INSTALLATION OF 1000 LITER CAPACITY ROTATIONAL MOULDED POLYETHYLENE WATER STORAGE TANK AT 2X660 MW BANGLADESH MAITREE COAL POWER PLANT PROJECT, IN MOITHARA VILLAGE, RAMPAL UPAZILA, BAGERHAT DISTRICT, BANGLADESH.
	TENDER NO. PSER: PUR: PMX: 163(XIII): 118 DATE: 9/2/2016

SL NO	CRITERIA
A	
1.0	BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM BDT 3.33 LAKHS IN LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31/03/2015 AND MUST HAVE EARNED PROFIT IN ANY ONE OF LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31/03/2015 & SHOULD HAVE POSITIVE NET WORTH AS ON 31/03/2015. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY NEED TO BE SUBMITTED FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31/03/2015 IN SUPPORT OF THIS REQUIREMENT. IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL 3 YEARS INDICATING ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS. IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2	THE BIDDER SHOULD HAVE SUPPLIED AT LEAST ONE PORTA CABIN (BUNK HOUSE) TO REPUTED ORGANIZATION IN LAST THREE YEARS ENDING ON LAST DATE OF BID SUBMISSION
B	GENERAL
1.0	THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIA CAN ONLY PARTICIPATE IN THE SUBJECT TENDER.
2.0	BIDDER QUOTING IN BANGLADESH TAKA (BDT) ONLY SHALL BE QUALIFIED.
3.0	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.
C	NOTE
1.0	THE BIDDER MUST VISIT THE ACTUAL SITE OF 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, TO ACQUIRE FULL KNOWLEDGE AND INFORMATION ABOUT THE CONDITIONS PREVAILING AT SITE AS WELL AS, IN AND AROUND THE PROJECT SITE, TOGETHER WITH THE STATUTORY, OBLIGATORY, MANDATORY REQUIREMENTS OF VARIOUS AUTHORITIES BEFORE SUBMISSION OF THE BID. THE BIDDER SHOULD ASSESS AND SUBMIT THEIR PLAN TOWARDS THE LOGISTIC OF DEPLOYMENT OF THEIR T & P FOR CARRIED OUT THE JOB.
2.0	CONSORTIUM/ JV BIDDING IS NOT ALLOWED.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211496

ANNEXURE - II**NO DEVIATION CERTIFICATE
(TO BE SUBMITTED IN BIDDER'S LETTERHEAD)**

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	“DESIGN, MANUFACTURE, ASSEMBLY, TRANSPORTATION, DELIVERY AND INSTALATION AT SITE FOR 01 (ONE) NO. OF PORTA CABIN (BUNK HOUSE) AND CONSTRUCTION OF SEPTIC TANK & SOAK PIT FOR 25 USERS AND SUPPLY & INSTALLATION OF 1000 LITER CAPACITY ROTATIONAL MOULDED POLYETHYLENE WATER STORAGE TANK AT 2X660 MW BANGLADESH MAITREE COAL POWER PLANT PROJECT, IN MOITHARA VILLAGE, RAMPAL UPAZILA, BAGERHAT DISTRICT, BANGLADESH..	
Ref	1.0	Tender no.: PSER: PUR: PMX: 163(XIII):118DATE: 9/2/2016.
	2.0	Other references (if any).

Dear Sirs,

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

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

It is also confirmed that the price has been quoted in the format received with the enquiry.

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

(Signature of bidder)
with Seal

ANNEXURE - III**FORMAT FOR SEEKING CLARIFICATION**

JOB	DESIGN, MANUFACTURE, ASSEMBLY, TRANSPORTATION, DELIVERY AND INSTALATION AT SITE FOR 01 (ONE) NO. OF PORTA CABIN (BUNK HOUSE) AND CONSTRUCTION OF SEPTIC TANK & SOAK PIT FOR 25 USERS AND SUPPLY & INSTALLATION OF 1000 LITER CAPACITY ROTATIONAL MOULDED POLYETHYLENE WATER STORAGE TANK AT 2X660 MW BANGLADESH MAITREE COAL POWER PLANT PROJECT, IN MOITHARA VILLAGE, RAMPAL UPAZILA, BAGERHAT DISTRICT, BANGLADESH..
TENDER NO	Tender no.: PSER: PUR: PMX: 163(XIII):118DATE: 9/2/2016.

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211496

Part- D viz. General Terms & Conditions of Reverse Auction

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

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211496

Annexure – V

1	Suspension of business dealing with Suppliers Depending upon the gravity of the omission or commission by the Supplier, the Supplier may be either put on hold for future enquiries for specific material category/ item or delisted or banned as detailed hereinafter.
2.0	Hold A Supplier may be put on hold for future enquiries for specific material category/ items/ works for a specific unit on the basis of one or more of the following reasons:
2.1	Before placement of order, Supplier does not honour his own offer or any of its conditions within the validity period.
2.2	In the last three consecutive supplies of a specific material category, average quality rating as at the end of the previous calendar month falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.
2.3	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 reached/ exceeded or b) delay period has equaled/ exceeded the original delivery period specified in the contracts whichever among the above is earlier.
2.4	Supplier performance rating in line with SEARP falls below 60% of the specific material category.
2.5	Supplier fails to respond against three consecutive tenders. ('Regret letter' from the Supplier is to be considered as response)
2.6	Supplier fails to settle any outstanding on account of material (including short return)/ scrap or on any other account.
2.7	Supplier works are under strike/ lockout for a period of more than six months.
3.0	De-listing A Supplier may be de-listed i.e. removed from the list of registered Suppliers of a Unit for all categories of material on the basis of one or more of the following reasons:
3.1	Supplier in any way tampers with tendering procedure affecting ordering process.
3.2	Supplier has misused BHEL documents/ drawings or has breached the confidentiality agreement with BHEL.
3.3	After placement of order, Supplier fails to execute the contract.
4.0	Banning A Supplier can be banned from doing any business with all Units of BHEL on the basis of receipt of evidence of one or more of the following reasons:
4.1	Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or has resorted to unethical, illegal means in getting the contract.
4.2	In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.
4.3	Supplier is found to be involved in cartel formation or in any act so as to influence the bidding process or influence the price.
4.4	The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc.
4.5	The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
4.6	The Supplier is declared bankrupt, insolvent, has wound up or been dissolved; i.e. ceases to exist for all practical purposes.
4.7	Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.
4.8	A decision has been taken by the administrative ministry of the Government to ban business dealings with a Supplier and such decision has been communicated to BHEL.
4.9	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.
4.10	Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
5.0	Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
6.0	All existing contracts with a 'BANNED' contractor shall normally be short closed
7.0	Once the order for banning is passed, existing offers/ new offers of the Supplier shall not be entertained.
8.0	The above guidelines are not exhaustive but enunciate broad principles governing action against contractors

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211496

Annexure - VI**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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211496

PART – B
GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
01	<p>Our requirement is for Capital use at BHEL SITE FOR POWER SECTOR BHEL BANGLADESH MAITREE SITE, BANGLADESH.</p> <p>Offers are invited to submit in two-parts.</p> <p>Price to be indicated in the format enclosed. (Any preconditions for price will not be accepted and the tender will be rejected).</p> <p>The Technical -Cum-Commercial offer will be opened first, discussed, finalized and only then the price bid of technically acceptable offers will be opened.</p> <p>Tenders will be received up to 15.00 Hours on the said due date.</p> <p><u>If the vendor submits offer i.e. uploads Technical & Price bid together in single section, the offer shall be liable for rejection.</u></p> <p><u>"Note : In order to maintain sanctity of the tender system, it is advised that one Agent cannot represent two suppliers or quote on their behalf in a particular tender</u></p>		
02	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Other wise the offer will be treated as Unsolicited Offer and same will not be opened".		
03	BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.		
04	The equipment offered shall be strictly conforming to the specification and for complete unit.		
05	No offer for individual accessories or part machinery will be accepted.		

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
06	<p><u>Terms of payment :</u></p> <p>a) AS PER PART-C</p> <p>b) No advance shall be paid.</p> <p>c) Paying Authority: HEAD/FINANCE, BHEL-PSER, KOLKATA.</p> <p>Payment shall be made through e-payment mode. Successful bidder shall have to submit the requisite details in RTGS format</p>		
07	<p><u>WARRANTY: AS PER PART-C</u></p>		
08	<p><u>Delivery:</u> Delivery of the items at site shall be completed on F.O.R. Site basis Within 60 days from date of LOI (Letter of Intent).</p> <p><u>Offer with delivery period beyond 60 days shall be liable for rejection.</u></p> <p>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 60 days) & percentage of loading shall be as per clause no.12 of Part-A, GCC (LD clause).</p>		
09	<p><u>CENVATABLE ED</u></p> <p>Bidder to consider the benefit on CENVAT in their quoted basic price. BHEL is eligible to take CENVAT Credit as per CENVAT Credit Rule. Bidders eligible to issue Excise Invoice to BHEL for any materials either as manufacturers, first stage or second stage dealer under the Central Excise Act, Rules etc. must furnish the CENVATABLE ED amount as mentioned in price schedule. CENVATABLE ED amount which can be passed on to BHEL by the bidder will not be considered for evaluation of the offer.</p> <p>Vendor shall submit the declaration as per attached format for claiming CENVATABLE ED amount.</p>	NOT APPLICABLE FOR THIS TENDER	
10	<p><u>DISCOUNTS</u></p> <p>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.</p>		

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
11	<p><u>TERMINATION CLAUSES:</u></p> <p>BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.</p> <p>Obtaining the Export / Import License, if any required is the responsibility of the supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent supplier has to give the confirmation.</p>		
12	<p><u>Liquidated Damage (LD) :</u></p> <p>The rate of penalty for delayed Supply shall be @0.5% per week of delay of total PO value (Supply + Installation) in Supply subject to maximum of 10% of total PO value (Supply + Installation).</p> <p>b)The rate of penalty for delayed Installation shall be @0.5% per week of delay of total PO value (Supply + Installation) in Installation subject to maximum of 10% of total PO value (Supply + Installation).</p> <p>c) Maximum penalty for delay in Supply & Installation together shall be limited to 15% of total PO value (Supply + Installation).</p> <p>d) In case PO includes more than one machine, the penalty shall be @0.5% per week of delay on total PO value (Supply + Installation) for the delayed machine</p>		
13	<p><u>Security Deposit Cum Performance Bank Guarantee:</u></p> <p><u>Security Deposit:</u></p> <p>The successful tenderer should furnish a security deposit or bank guarantee from nationalized Bank of Bangladesh, as directed by BHEL, for an amount of 10% of order value in the form and manner desired by us (as per format enclosed in tender) for the satisfactory execution of the same in accordance with the terms and conditions and delivery specified in the order, within 15 days from the date of L.O.I. This BG should remain valid till the date of completion of supply of the equipment.</p> <p><u>Performance Bank Guarantee (PBG) :</u></p> <p>The successful tenderer should furnish a performance bank guarantee for an amount of 10% of the order value valid till 30 days beyond the completion of the warranty period. SD - BG may be converted into PBG.</p>		
14	<p>The sealed tenders super scribing tender number and due date should be addressed to Asst. Engineer / Purchase or Head/Purchase, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091, India.</p>		
15	<p><u>Inspection :</u> As per SCC part –C of tender documents</p>		
16	<p>The manufacturing progress will have to be furnished to us periodically in the form and manner required by us.</p>		
17	<p>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.</p>		

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
18	The quotation should be valid at least for a period of 90-days from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.		
19	<p>Force Majeure : The vendor shall be subject to force majeure clause defined as under :</p> <p>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.</p> <p>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.</p>		
20	<p>Arbitration :</p> <p>In the event of any dispute or difference arising between the parties to this contract regarding execution of the same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of sole arbitration of General Manager, BHEL, PSER, Kolkata or any other person nominated by him and provisions of the "The Arbitration and Conciliation Act ,1996" of India or any statutory notification or re-enactment therefore and rules framed there under from time to time shall apply to such arbitrations. The decision of arbitrator shall be binding both on seller and purchaser. The venue of arbitration shall invariably be Kolkata, India.</p>		
21	<p>Jurisdiction :</p> <p>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.</p>		
22	<p>Risk Purchase :</p> <p>Alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss which the purchaser may sustain by reason of such risk purchase in addition of LD at the rate mentioned in LD clause.</p>		

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
23	General : As per SCC part –C of tender documents All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.		
24	The purchase preference to Govt. undertakings shall be given as per the guide lines of Government of India.		
25. LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS			
(I)	Bank Guarantee: Non submission of 10% BG will attract 10% loading on the offers.		
(II)	Penalty Clause: Non acceptance of 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.		
26	Note: The offers not complying the above Terms & Conditions shall be liable for rejection.		

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 “supplier confirmation” for each clause, if the conditions are agreeable or else should write the deviations sought in “deviation” column.**
04. **If any clause left blank, shall be presumed that the clause is accepted by the bidder.**

SIGNATURE OF THE BIDDER WITH
SEAL AND DATE

**PART-C :TECHNICAL SPECIFICATION AND SPECIAL
CONDITION OF CONTRACT (SCC)**

1. PROJECT INFORMATION:

The 2x660 MW MAITREE SUPER THERMAL POWER PROJECT is located in Moithara Village, Rampal Upazila, Bagerhat District, Bangladesh .

The Bidder shall acquaint himself by a visit to the site, if felt necessary, 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 Bidder.

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 107 KM and international airport is Dhaka at a distance of 263 KM, Bangladesh

2. **SITE VISIT:** The bidder must visit the actual site of The 2x660 MW MAITREE SUPER THERMAL POWER PROJECT, to acquire full knowledge and information about the conditions prevailing at site as well as, in and around the project site, together with the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.
3. **SCOPE OF WORK :** DESIGN, MANUFACTURE, ASSEMBLY, TRANSPORTATION, DELIVERY AND INSTALATION AT SITE FOR 01 (ONE) NO. OF PORTA CABIN (BUNK HOUSE) AND CONSTRUCTION/SUPPLY & INSTALLATION OF SEPTIC TANK & SOAK PIT FOR 25 USERS AND SUPPLY & INSTALLATION OF 1000 LITER CAPACITY ROTATIONAL MOULDED POLYETHYLENE WATER STORAGE TANK AT 2X660 MW BANGLADESH MAITREE COAL POWER PLANT PROJECT, IN MOITHARA VILLAGE, RAMPAL UPAZILA, BAGERHAT DISTRICT, BANGLADESH. The scope covers broadly the following.
- a. Design, Manufacture, Assembly, Transportation Delivery, of 01 (one) no. of BUNK HOUSE(minimum size of 20'x8'x8.5') as per drawing and technical specification of BHEL.
 - b. Installation including arrangement for fixing of 01 (one) no. of BUNK HOUSE(minimum size of 20'x8'x8.5') as per technical specification of BHEL.
 - c. Construction of Septic Tank (for 25 users), construction of Soak pit(for 25 users) and Supply & Installation of 1000 Liter Capacity rotational moulded polyethylene water storage Tank as per drawing and specification
4. **GENERAL:** The contractor shall comply with all the rules and regulations of the local authorities, all statutory laws including minimum wages, workmen compensation etc. All

registration and statutory inspection fees, if any, in respect of the work executed by the contractor shall be to his account.

Contractor's engineer & supervisors shall be adequately qualified and also inclined to do a quality job.

BHEL will not provide any T&P/ instruments/ consumables to the party. The work under the scope of the contractor will be deemed to be completed, in all respects, only when so certified by BHEL.

The Contractor shall have total responsibility for all equipment and materials in his custody stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

5. **DEWATERING:** Contractor shall ensure at all times that his work area and approach / access roads are free from accumulation of water, so that the materials are safe and the erection/ progress schedule are not affected. No separate claim in this regards shall be admitted.

6. **EXECUTION OF WORK:**

Dewatering the surface as well as subsoil water during execution of the work shall be carried out by the contractor at his own cost.

Surplus excavated earth/sand, materials and muck shall be disposed off by the contractor at his own cost and to the places as directed by the engineer. The site shall be cleared of all bentonite slurry, muck etc. After execution of work as directed by the Engineer, Backfilling wherever specified in the specification shall be watered, rammed and compacted.

The contractor shall make his own arrangement for accommodating his personnel, equipment and materials at site and his quoted rates shall be inclusive of the same. The contractor shall arrange accommodation for their staff and employees, required for the project work, outside the plant premises, at their own cost. However, successful contractor's security personnel, shall be allowed to be stationed at the work place subject to prior approval from BHEL / BIFPCL

Any grass/trees/bushes etc. or buried pipe/cable coming in the working fronts (Existing, if any) are to be removed safely without extra cost to BHEL. Bidders must inspect the actual work site before submission of their offer.

The contractor shall arrange for transportation of all his materials and equipment, required for successful completion of the works under this contract. BHEL shall not, in anyway, be responsible for transportation of such materials or equipment and shall not issue any permit etc. for the purpose.

All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor.

The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the Works under intimation to the Employer. All such goods shall, from the time of their being brought vest in the Employer, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Employer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto. The Employer shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Employer shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid. After the completion of the Works, the Contractor shall remove from the Site under the direction of the Employer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Employer. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Employer to do so then the Employer shall have the liberty to dispose off such materials and credit the proceeds thereto to the account of the Contractor.

7 **WATER, POWER & OTHER FACILITIES:**

Contractor has to make his own arrangement for water and power supply, as shall be required to carry out the entire scope of work under this tender specification at his own cost. BHEL shall not be responsible, for providing any source of water or power to the contractor.

All resources including T&P, manpower, consumables etc, required for survey, investigation, testing & successful completion of job are to be arranged by the contractor within the quoted/ accepted rates.

Contractor has to make his own arrangement at his cost for completing the formalities with the all authorities/ customer, if required, for bringing their material, plant, equipment at site for execution of the work.

Contractor has to make his own arrangement for accommodation, transportation & other facilities of their workmen/ employees at their own cost. Contractor has to make his own arrangement for computer facilities (including stationary), to carry out their portion of work and for preparation of reports etc., at their own cost. Providing watch & ward for security and safety of their scope of materials will be the responsibility of contractor at their cost. BHEL may call for weekly/ monthly meeting for reviewing the progress of the work and the contractor will comply with it.

8. **Terms of payment :**

80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL & on submission of documents e.g. Original copy of lorry way bill, Invoice in

duplicate, receipted delivery challan in duplicate, original test certificate, Copy of inspection report, Guarantee certificate, Catalogues, calibration certificate and O&M manuals etc. as applicable.

Balance 20% of supply value plus 100% of the Installation, testing & commissioning portion of PO value will be paid against Job Completion Certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

4. **TAXES, DUTIES ETC:-**

All taxes, Charges, Royalties, Duties, Octroi, any State or Central Levy and other Taxes for materials obtained for the work and for the execution of the contract shall be borne by you and shall not be payable extra

Bidder should have valid VAT Registration Number and 12 digit TIN number in Bangladesh prior to start of work.

Bidder must issue VAT INVOICE as per said law.

TDS under Income Tax, VAT etc shall be deducted at prevailing rates on Gross Invoice Value from the bills unless Exemption Certificate from the appropriate authority/ authorities is/ are furnished

The bidder is responsible for their own Income Tax Liability, if any and BHEL will not bear any such liability.

Statutory variation of taxes and duties (increase or decrease) in accordance with Bangladesh Govt. Notifications to the account of Bidder.

New tax & duties, if imposed subsequent to latest due date of offer submission, as per NIT & TCN, as applicable, by statutory authority after due date of submission of latest price offer and within the contract period including extension, if any (provided reason for extension is not attributable to vendor), shall be reimbursed by BHEL at actual on production of relevant supporting document to the satisfaction of BHEL. However, the vendor shall obtain prior approval from BHEL before depositing new taxes & duties.

3. **EMD:-** You have to deposit EMD in cash (as permissible under income tax act) / demand draft/ pay order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata or Dhaka in US\$ or in equivalent BDT (TT buying rate) as on date of submission of tender. EMD in the form of Bank Guarantee is not acceptable. It may be noted that all charges relating to the above transactions must be borne by the Bidder.

4. **WARRANTY:** 12 MONTHS FROM THE DATE OF COMMISSIONING OR 18 MONTHS FROM THE DATE OF SUPPLY WHICHEVER IS EARLIER FOR MANUFACTURING DEFECTS OF THE PRODUCTS.

5. **Delivery:** Delivery & installation of the items at site shall be completed **on F.O.R. Site basis** within **60 days** of placement of LOI.
Offer with delivery period beyond 60 days shall be liable for rejection.

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 60 days) & percentage of loading shall be as per clause no.12 of Part-A, GCC (LD clause).

4. **TERMINATION CLAUSES:**

BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations. Obtaining the Export / Import License, if any required is the responsibility of the supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent supplier has to give the confirmation.

6. **Security Deposit Cum Performance Bank Guarantee:**

Security Deposit:

The successful tenderer should furnish a security deposit or bank guarantee from Bank for an amount of 10% of order value in the form and manner desired by us (as per format enclosed in tender) for the satisfactory execution of the same in accordance with the terms and conditions and delivery specified in the order, within 15 days from the date of L.O.I. This BG should remain valid till the date of completion of supply of the equipment.

"The original bank guarantee shall be sent directly by bank to BHEL under Registered Post (A.D.)."

7. **Performance Bank Guarantee (PBG) :**

The successful tenderer should furnish a performance bank guarantee for an amount of 10% of the order value valid till 30 days beyond the completion of the warranty period. SD - BG may be converted into PBG.

8. **Inspection :**

BHEL will have the option to pre-inspect the equipment at supplier's works by our inspector. The final inspection of performance will however be carried out at our site. Bidder must submit quality plan within one from the date of LOI / PO, to BHEL for its approval.

9. The manufacturing **progress** will have to be furnished to us periodically in the form and manner required by us.

10. **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.

11. **Arbitration :**

In the event of any dispute or difference arising between the parties to this contract regarding execution of the same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of sole arbitration of General Manager, BHEL, PSER, Kolkata or any other person nominated by him and provisions of the "The Arbitration and Conciliation Act ,1996" of India or any statutory notification or re-enactment therefore and rules framed there under from time to time shall apply to such arbitrations. The decision of arbitrator shall be binding both on seller and purchaser. The venue of arbitration shall invariably be Kolkata, India.

12. **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.

13. **General :**

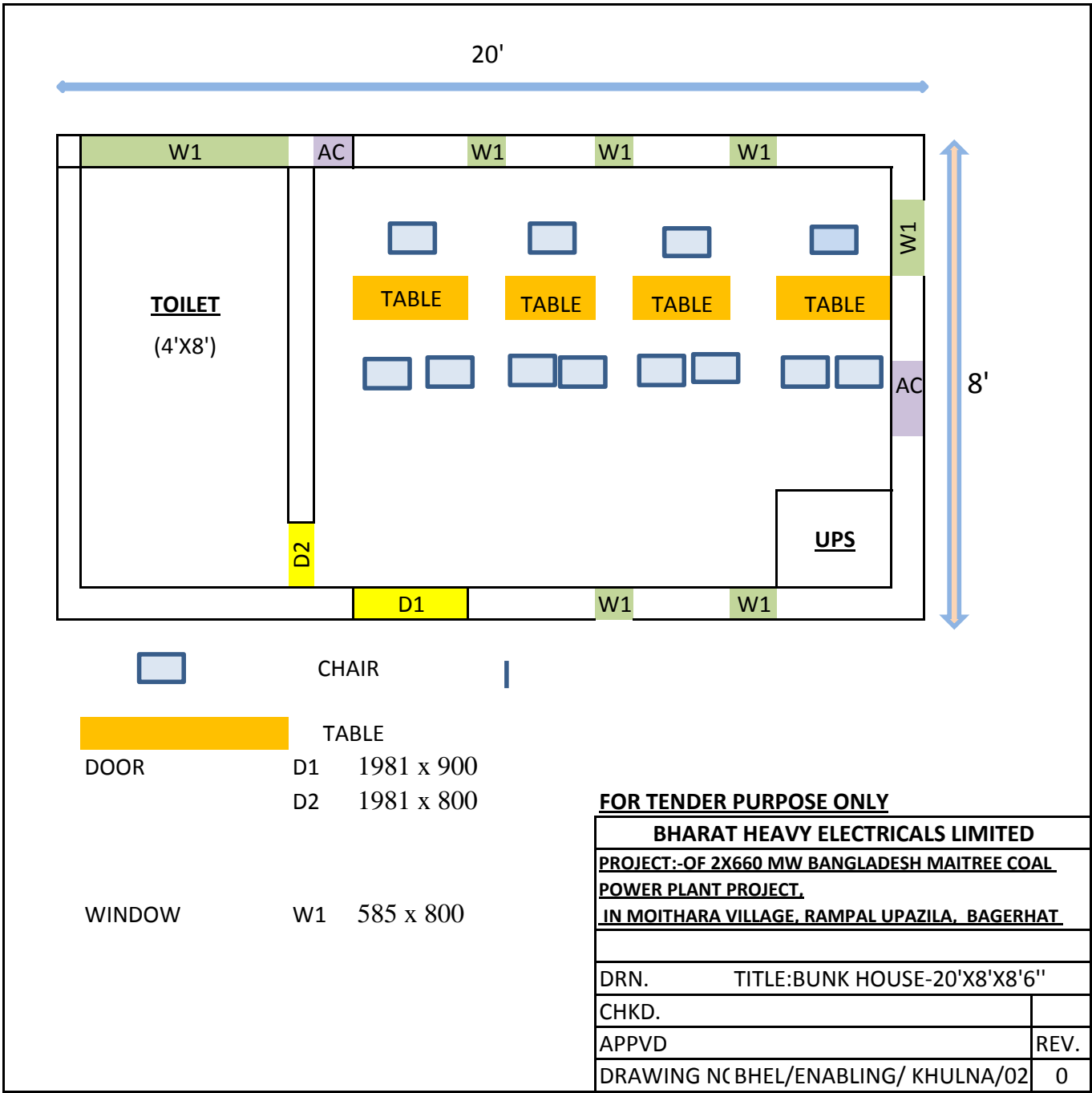
The Consignee for the items shall be :

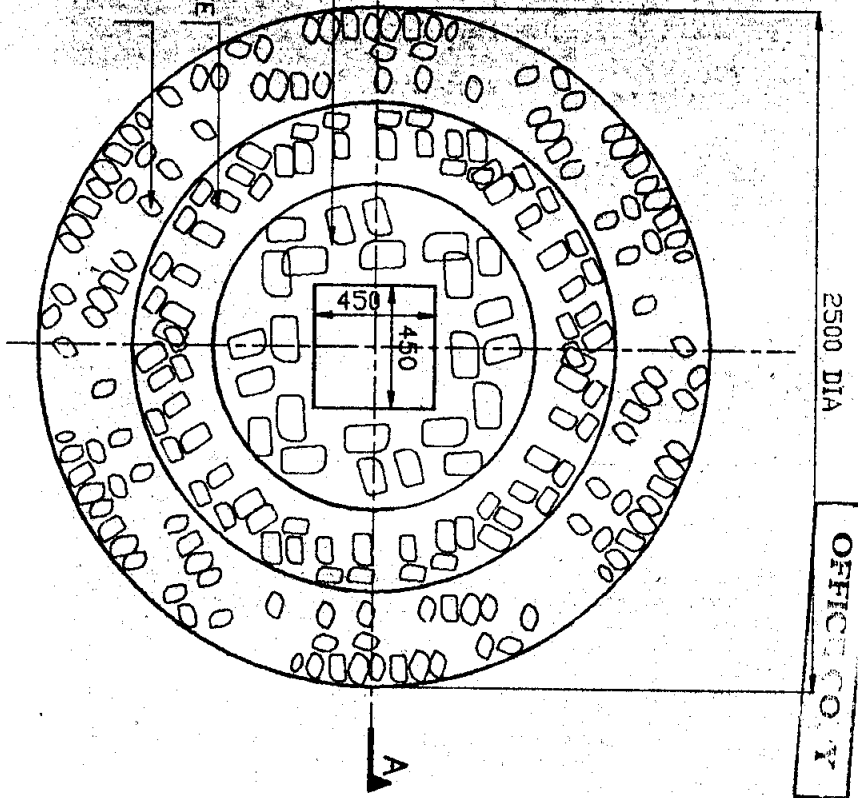
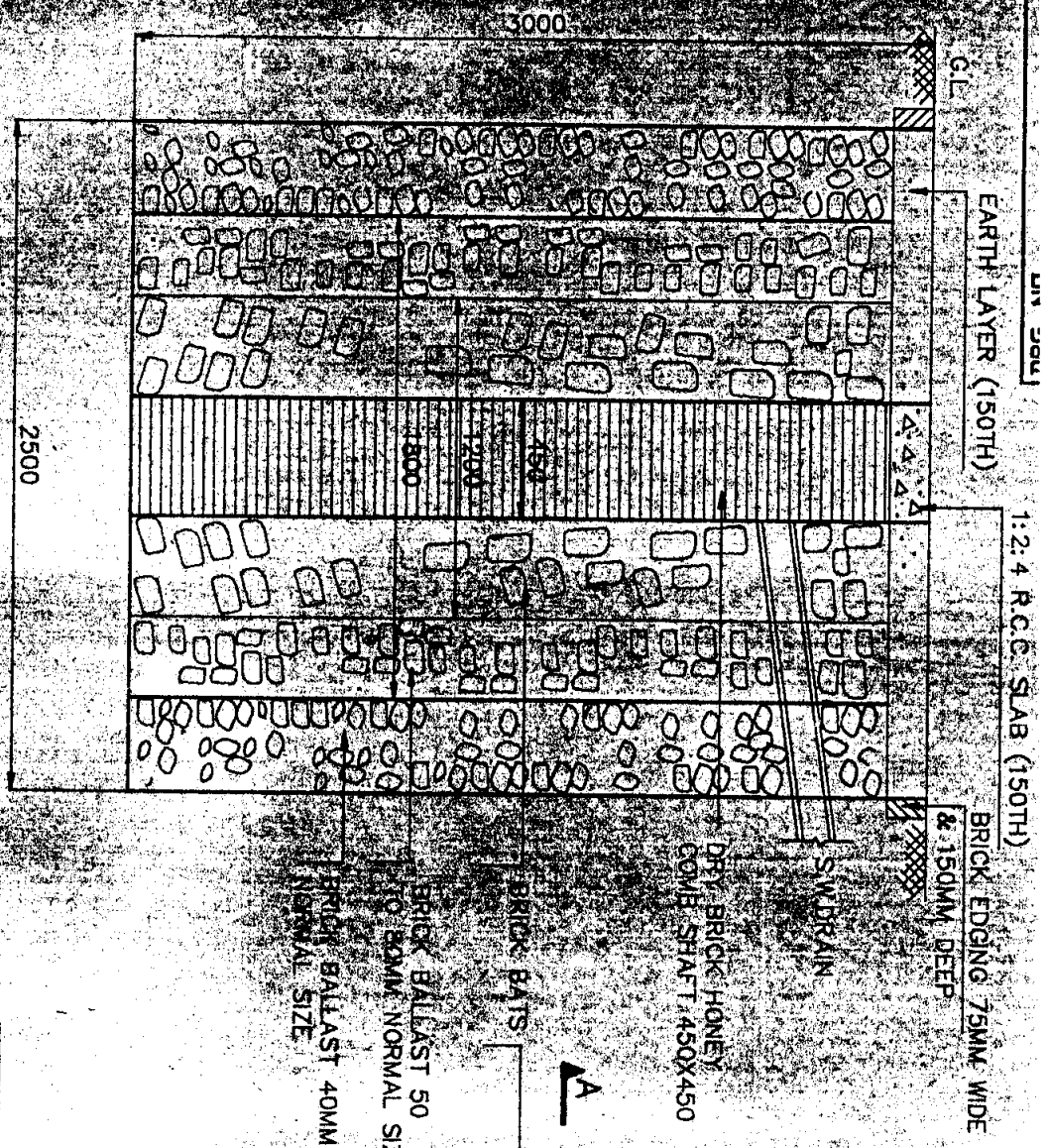
**CONSTRUCTION MANAGER/ENGINEERING IN-CHARGE, BHEL SITE
OFFICE, 2X660MW BANGLADESH MAITREE PROJECT,
RAMPAL, BAGERHAT DISTRICT, BANGLADESH**

All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.

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.





SECTION A-A

PLAN

REV.	DATE	ALTERED BY	CHECKED BY

TYPE OF PRODUCT		STANDARD	
DR			
NAME OF CUSTOMER/PROJECT			
BHARAT HEAVY ELECTRICALS LTD. HYDERABAD			
DEPT. AND CODE	SCALE	WEIGHT (KGS)	REF. TO ASSY DRA.
480	1:20		
TITLE		CAPP CODE	DRAWING NDL.
SOAK PIT DETAILS			3-38144-00003
DRN. NAME	DATE	DATE	NOTE
W. R. RAM	22/10/15	22/10/15	
APPD. P. SAHA			
SHEET NO. 1		NO OF SHEETS 1	

UN 3001

1:2:4 R.C.C. SLAB (150TH)

BRICK EDGING 75MM WIDE & 150MM DEEP

2500 DIA

OFFICE COPY

ofc

2

3

PART-H : FORMS AND PROCEDURES

F-01**PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE
BANK GUARANTEE BOND**

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at <Address of Power Sector Region> hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.---- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (3 months more than the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous

consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- **3 Months more than the validity date** we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at < **Name of place²** > only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)

Signed for and on behalf of the Bank
(Designation of the Authorized Person Signing the Guarantee)

(Signatory No.-----)

DATED:

SEAL

=====

Notes :

1. **Address of Power Sector Regions (inviting the Tender)** is as below:
 - PSNR : Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot No 25, Sector 16-A, Noida – 201 301 (Uttar Pradesh)
 - PSER : Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700 091
 - PSWR: Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001
 - PSSR: Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600 035
2. **Name of place (for jurisdiction of Courts)** is as below:
 - PSNR : Delhi
 - PSER : Kolkata
 - PSWR: Nagpur
 - PSSR : Chennai
3. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
4. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.

F-02

RTGS FORMAT

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

PART-E UNPRICED PRICE SCHEDULE					
E- TENDER NO. PSER:PUR:PMX:163(XIII):118 dtd. 9/2/2016					
Unpriced Price Schedule for Supply & Installation of Porta Cabin at 2x660MW Maitree, Khulna, Bangladesh Project					
SL	ITEM DESCRIPTION	UNIT	NO.	RATE (in BDT. inclusive of applicable taxes & duties & insurance charges)	AMOUNT (in BDT)
			(A)	(B)	C=(A)X(B)
1	Design, Manufacture, Assembly, Transportation Delivery, of 01 (one) no. of BUNK HOUSE (minimum size of 20'x8'x8.5') & supply 1000 Liter Capacity rotational moulded poeathyene water storage Tank as per drawing and specification as per technical specification of BHEL (inclusive of applicable taxes & duties) at BHEL 2x660MW Maitree, Khulna, Bangladesh Project, on F.O.R. site basis.	NO	1		
2	Installation including arrangement for fixing of 01 (one) no. of BUNK HOUSE (minimum size of 20'x8'x8.5') at BHEL 2x660MW Maitree, Khulna, Bangladesh Project as per technical specification of BHEL (inclusive of applicable taxes & duties)	LOT	1		
3	Construction of Septic Tank & Soak pit for 25 users and & Installation of 1000 Liter Capacity rotational moulded poeathyene water storage Tank as per drawing and specification (inclusive of applicable taxes & duties)	LOT	1		
D	Total price (SUM OF 1, 2 & 3)				
<p>NOTE:</p> <ol style="list-style-type: none"> Bidder to mention only quoted/ not quoted against the individual rows . Evaluation shall be based on total price i.e. SUM of rows 1,2, &3 of price schdeule, i.e. ALL INCLUSIVE TOTAL F.O.R. SITE PRICE SHALL BE TAKEN INTO ACCOUNT FOR EVALUATION Discounts offer by the vendor in price shall not be entertained by BHEL. (ref. cl. 10. PART-B). Bidders shall quote all inclusive F.O. R. Site price, inclusive all leviabile taxes & duties & insurance charges at Bangladesh. Bidder must quote the price elements mentioned in price schedule if any element left blank shall be construed as the price is included in all inclusive F.O.R. price Purchase order shall be issued on all inclusive F.O.R. Price. Notwithstanding as stated above, statutory rules & regulations regarding taxes & duties of Bangladesh shall prevail. 					

PART-E PRICE SCHEDULE					
E- TENDER NO. PSER:PUR:PMX:163(XIII):118 dtd. 9/2/2016					
Price Schedule for Supply & Installation of Porta Cabin at 2x660MW Maitree, Khulna, Bangladesh Project					
SL	ITEM DESCRIPTION	UNIT	NO.	RATE (in BDT. inclusive of applicable taxes & duties & insurance charges)	AMOUNT (in BDT)
			(A)	(B)	C=(A)X(B)
1	Design, Manufacture, Assembly, Transportation Delivery, of 01 (one) no. of BUNK HOUSE (minimum size of 20'x8'x8.5') & supply 1000 Liter Capacity rotational moulded poethylene water storage Tank as per drawing and specification as per technical specification of BHEL (inclusive of applicable taxes & duties) at BHEL 2x660MW Maitree, Khulna, Bangladesh Project, on F.O.R. site basis.	NO	1		
2	Installation including arrangement for fixing of 01 (one) no. of BUNK HOUSE (minimum size of 20'x8'x8.5') at BHEL 2x660MW Maitree, Khulna, Bangladesh Project as per technical specification of BHEL (inclusive of applicable taxes & duties)	LOT	1		
3	Construction of Septic Tank & Soak pit for 25 users and & Installation of 1000 Liter Capacity rotational moulded poethylene water storage Tank as per drawing and specification (inclusive of applicable taxes & duties)	LOT	1		
D	Total price (SUM OF 1, 2 &3)				
<p>NOTE:</p> <p>1. Evaluation shall be based on total price i.e. SUM of rows 1,2, &3 of price schdeule, i.e. ALL INCLUSIVE TOTAL F.O.R. SITE PRICE SHALL BE TAKEN INTO ACCOUNT FOR EVALUATION</p> <p>2. Discounts offer by the vendor in price shall not be entertained by BHEL. (ref. cl. 10. PART-B).</p> <p>3. Bidders shall quote all inclusive F.O. R. Site price, inclusive all leviable taxes & duties & insurance charges at Bangladesh.</p> <p>4. Bidder must quote the price elements mentioned in price schedule if any element left blank shall be construed as the price is included in all inclusive F.O.R. price</p> <p>5. Purchase order shall be issued on all inclusive F.O.R. Price.</p> <p>6. Notwithstanding as stated above, statutory rules & regulations regarding taxes & duties of Bangladesh shall prevail.</p>					