



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

Bhel Bhawan , Plot No. Dj-9/1 , Secotr Ii , Salt Lake City , Kolkata
WEST BENGAL, INDIA

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

E-TENDER DOCUMENT NO.: PSER:PUR:PMX:351(I):050 Date 20/06/2017

SUB: BHEL INVITES BID FROM REPUTED BIDDERS THROUGH E-PROCUREMENT PORTAL <https://bheleps.buyjunction.in> ONLY FOR “SUPPLY OF REINFORCEMENT STEEL FOR 2X660 MW MAITREE STPP AT BAGERTHAT, BANGLADESH.”

Sealed offers are invited from reputed and experienced bidders (meeting PRE-QUALIFYING CRITERIA) **THROUGH E-PROCUREMENT PORTAL <https://bheleps.buyjunction.in> ONLY** for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document detailed below. Following points relevant to the tender may please be noted and complied with.

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
1	E-TENDER NUMBER	PSER:PUR:PMX:351(I):050 Date 20/06/2017	
2	Broad Scope of job	SUPPLY OF REINFORCEMENT STEEL FOR 2X660 MW MAITREE STPP AT BAGERTHAT, BANGLADESH.	
3	ISSUE OF TENDER DOCUMENTS	a) <i>Online through e-procurement platform at https://bheleps.buyjunction.in</i> b) <i>in BHEL website (www.bhel.com, www.jantermanter.com & http://eprocare.gov.in (CPP Portal) :</i> <i>For tender viewing purpose only</i>	a) Applicable b) Applicable
4	DETAILS OF TENDER DOCUMENT		
4.1	PART - A	Pre Qualifying Criteria	Applicable
4.2	PART - B	General conditions of contract i.e. GCC	Applicable
4.3	PART - C	Technical Specification i.e. TS	Applicable
4.3	PART - D	Special Conditions of Contract i.e. SCC	Applicable
4.4	PART - E	No Deviation Certificate	Applicable
4.5	PART - F	PRICE BID & UNPRICED PRICE BID	Applicable
4.6	PART - G	Details regarding Consignee, delivery, Notify Party, Paying Authority etc.	Applicable
4.7	PART - H	Terms & Conditions of Reverse Auction	Applicable
4.8	PART - I	Forms & Procedures	Applicable
5	COST OF TENDER	NIL	Not Applicable
6	DUE DATE & TIME OF OFFER SUBMISSION	Date: 30/06/2017 , Time: 15-00 Hrs. (Offer to be submitted online only through e-procurement platform at https://bheleps.buyjunction.in)	Applicable
7	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 30/06/2017 , Time: 16-00 Hrs. (online only through e-procurement platform at https://bheleps.buyjunction.in , participating bidders may witness the same online only)	Applicable
8	LAST DATE FOR SEEKING CLARIFICATION	Date: 23/06/2017 (UP TO 11:00 Hrs.)	Applicable
9	EMD AMOUNT	Nil	Not Applicable
10	SCHEDULE OF Pre Bid Discussion (PBD)	(In case BHEL decides to conduct PBD, date, time & venue of PBD will be	<i>Shall be intimated to bidder in</i>

		intimated suitably thru TCN)	<i>aforesaid websites only through TCN/Corrigendum/Addendum etc.</i>
11	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	IEM DETAILS MRS. PRAVIN TRIPATHI (IA & AS Retd.) D-243, ANUPAM GARDENS, LANE IB, NEB SARAI, SAINIK FARMS, NEW DELHI – 110 068	Applicable
12	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in a) Online through e-procurement platform at https://bheleps.buyjunction.in) b) BHEL website (www.bhel.com, www.jantermanter.com & http://eprocure.gov.in (CPP Portal) : and in the newspapers. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder in aforesaid websites only through TCN/Corrigendum/Addendum etc.

1. The offer shall be uploaded 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 uploaded 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 uploaded 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. In case of E-PROCUREMENT ASSISTANCE & TRAINING, BIDDERS MAY CONTACT M/s Mjunction Services Limited (herein after called as MJUNCTION) HELPDESK PHONE NO. 033-66011717 (BETWEEN 9:30 AM TILL 5:30 PM) & 9163348280/83/84/85/86, 8584008116, 8584008205, 8336925964 (FROM 5:30 PM TO 8:30 PM) or for any difficulty in downloading the tender from internet website, they should contact this office (DGM, Purchase Phone no. 033-23398221 or AGM, Purchase Phone no. 033-23398220). alteration/changes by bidders is permitted in the tender/NIT appeared in the website.**

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 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	<ol style="list-style-type: none"> 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. Pre-qualifying documents with all credential documents 5. Duly filled all annexures except price & unpriced format (To be attached in Attachment section). 6. Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) 7. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) 8. All supporting documents/ Annexures etc as applicable (To be attached in Attachment section). 9. No deviation certificate in bidders letterhead as per format given in Tender (To be attached in Attachment section).

UNPRICED PRICE BID	10. Price bid –Unpriced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Unpriced bid Attachment section)
PRICE BID	11. Duly filled in Price bid as per tender. (To be attached in price bid Attachment section) 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:

- A) Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.
- B) All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- C) Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable along with techno - commercial bid. This pact shall be considered as a preliminary qualification for further participation.
- D) **INTEGRITY PACT :**
- a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.
- b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- c) Details of IEM for this tender is furnished below:
NAME : MRS. PRAVIN TRIPATHI (IA & AS Retd.)
ADDRESS: D-243, ANUPAM GARDENS, LANE IB, NEB SARAI, SAINIK FARMS, NEW DELHI – 110 068
EMAIL: pravin.tripathi@gmail.com
- d) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

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

2. 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.
3. 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.
4. 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.
5. You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
6. 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.
7. 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.

8. 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.
9. In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
10. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
11. 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.
12. 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.
13. While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
14. Overwriting or erasures should be avoided. If however, they exist they must be invariably attested.
15. Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender. Price Bids shall be evaluated in the manner as prescribed in Price Schedule.
16. Taxes and duties shall be as per tender. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
17. Bidders are required to submit price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
18. "BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno- commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non- acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
19. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
20. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.
In case of enquiry through e-procurement portal/platform, the sealed electronic price bid (e-bid) is to be treated as sealed envelope bid.
21. If it is found that L1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same

bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

22. Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact HEAD/PURCHASE OR ASST. ENGINEER /PURCHASE, BHEL, KOLKATA. Information and General Terms and conditions of Reverse Auction is attached in Part-F.
23. However, if Reverse Auction process is not adopted or Reverse Auction is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the 'PRICE BID' and price impacts (if any), already submitted in e-procurement portal/platform, submitted by the bidder shall be opened for deciding the successful bidder, as per BHEL's standard practice. BHEL's decision in this regard will be final and binding on bidder.
24. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
25. Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price shall be after considering the discount.
26. The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
27. The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
28. The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
29. The bidder may have to produce original document for verification if so decided by BHEL.
30. Suspension of Business dealings with Suppliers/ Contractors : BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-II.
31. Any deviation sought by the bidder should be indicated in the techno-commercial offer.
32. Bidder should write "accepted" in the column "supplier confirmation" for each clause, if the conditions are agreeable or else should write the deviations sought in "deviation" column. If any clause left blank, shall be construed as, the clause is accepted by the bidder.
33. Supplier shall furnish specific conformance to all material specifications and terms and conditions (General and Special) mentioned hereunder as well as appearing in Annexures enclosed as acceptable to them along with their offer. Offers with deviation(s) are liable for rejection.
34. "MSE suppliers can avail the intended benefits 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) /Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to

consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

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

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

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

35. Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT) & Pre-Qualifying Criteria (PART-A)
 - c. Price Bid & Unpriced Price Bid – PART-F
 - d. Technical Specification (TS) – PART-C
 - e. Special Condition of Contract (SCC)- PART-D
 - f. General Conditions of Contract (GCC)- PART-B
 - g. Forms and Procedures — PART- I

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in this web page

- a) Online through e-procurement platform at <https://bheleps.buyjunction.in>
- b) BHEL website (www.bhel.com, www.jantermanter.com & <http://eprocure.gov.in> (CPP Portal) : only. As such, all the bidders are requested to be in continuous touch with this web page.

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

Name	(1) Animesh Bhakta / DGM (PURCHASE) (2) Subrata Sen/AGM & HOD (PURCHASE)
Deptt:	PURCHASE
Address:	BHEL Bhawan, DJ-9/1, Sector – II, Salt Lake, Karunamoyee, Kolkata – 700 091
Phone: (Landline / Mobile)	(1) 033-23398221 (2) 033-23398220
Email:	abhakta@bhelpser.co.in , ssen@bhelpser.co.in
Fax:	033-23211960

Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LTD

DGM (Purchase)

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

PART-A

PRE QUALIFYING CRITERIA

JOB	SUPPLY OF REINFORCEMENT STEEL FOR 2X660 MW MAITREE STPP AT BAGERHAT, BANGLADESH.
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SL NO	CRITERIA
1.0	FINANCIAL CRITERIA :
1.1	<p>BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF RS. 18.50 CRORE DURING THE LAST THREE YEARS, ENDING ON 31-03-2016 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR LAST THREE FINANCIAL YEARS, ENDING ON 31-03-2016, IN SUPPORT OF THE SAME.</p> <p>IN CASE AUDITED BALANCE SHEET AND PROFIT AND LOSS ACCOUNT HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p>
1.2	BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).
2.0	TECHNICAL CRITERIA:
2.1	THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING 13760 MT OF REINFORCEMENT STEEL PER YEAR, TO GOVT./ PSU/ REPUTED ORGANISATIONS IN LAST CONSECUTIVE THREE YEARS AS ON LAST DATE OF BID SUBMISSION. BIDDER SHALL HAVE TO SUBMIT RELEVANT DOCUMENTS IN SUPPORT OF THE SAME.
2.2	THE BIDDER SHOULD BE MANUFACTURER OF REINFORCEMENT STEEL BAR. SUPPORTING DOCUMENTS NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
2.3	THE BIDDER SHOULD HAVE INTEGRATED BLAST FURNACE IN INDIA WITH MINIMUM ANNUAL CAPACITY OF PRODUCTION OF STEEL OF 50,000 MT.

GENERAL

A	CONSIDERATION OF BIDDER IS SUBJECT TO CUSTOMER'S APPROVAL.
B	CONSORTIUM / JV BIDDING IS NOT ALLOWED.
C	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.

PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
01	<p>The steel sections are required at Bagerhat, Bangladesh.</p> <p>Offers are invited to submit in two-parts.</p> <p><u>Part-I : TECHNICAL-CUM-COMMERCIAL AND UN PRICED BID :</u> Consisting of complete technical details, catalogues, drawings and all commercial terms. (Money values shall not be indicated i.e; un price bid). Following formats are to be filled and submitted in a single cover super scribing as Technical - cum - Commercial and Un Priced Bid, Tender Enquiry No. and Due Date. (i) Technical Specification (Catalogues to be enclosed if any) (ii) BHEL Standard Terms & Conditions (iii) No deviation certificate (Part-E) (iv) Un Price Bid (Part-F)</p> <p><u>Part-II : PRICE BID</u> 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. Tenders will be received up to 15.00 Hours on the said due date.</p> <p><u>If the vendor submits offer i.e. Technical & Price bid together in single envelope, the offer will be liable for rejection.</u></p>		
02	<p>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".</p>		
03	<p>BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions.</p> <p>All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained.</p> <p>In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.</p>		
04	Tender shall be strictly in accordance with the tender specifications.		
05	No revision in rates shall be entertained after opening of the tenders.		
06	<p><u>Warranty :</u> The material supplied will be covered under one year guarantee. Defects if any found within this period shall be replaced by supplier free of cost within one month notice.</p>		

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
07	<p><u>Terms of payment :</u></p> <p>a. 100% payable against receipt of ordered item at site and on submission of documents.</p> <ol style="list-style-type: none"> 1.Store Receipt Voucher 2.Original copy of Lorry Receipt 3.Invoice in duplicate & Original Excise Invoice 4.Delivery challan in duplicate, 5. Test certificate, 6. Copy of Inspection Report (if required) 7.MDCC 8.Integrity Pact 9.ARE-1 Indian Customs Endorsed (Pre GST) or any other Form/ Statement/ Document (Indian Customs Endorsed) as may be prescribed by GST Law. 10. Shipping Bill 11. Bill of Lading 12. Bill of Entry Filed with Bangladesh Customs Authority. <p>Payment will be released within 60 days of receipt of material at site and on submission of documents as given in the tender.</p> <p>Tenderers are requested to specifically confirm these payment terms in their offer. No advance shall be paid.</p> <p>b. Paying Authority: GM Finance, BHEL-PSER Kolkata.</p> <p>c. The document of title / Bill of Lading, Shipping Bills / ARE-I Consignment Note no. (e.g. Railway Receipt/ Lorry Receipt) should be properly reflected in the invoice.</p> <p>All the documents of title i.e. Original LR and RR/ Bill of Lading should be submitted by vendor in case of multi modal transport i.e. part transportation by Lorry (Intra State - From Factory to Railway Siding at origin and Railway Siding to Project Premises at Destination) and part transportation by Railway.</p> <p>In case of non-submission of the above mentioned dispatch documents, H-form will not be issued as well as CST will be applied as if H-form is issued and cost will be borne by vendors.</p>		
08	<p><u>Delivery :</u></p> <p>Delivery of the items to be completed within 45 days from the date of issue of MDCC (Material Dispatch Clearance Certificate) or 90 days from the date of issue of Purchase Order whichever is earlier.</p>		
09	<p><u>TERMINATION OF CONTRACT</u></p> <p>If at any time during the currency of the order, BHEL comes to conclusion that the tenderer is not discharging his obligations according to the terms of this contract, then BHEL will be at liberty to terminate the contract after giving 07 days' NOTICE BY Regd. A.D. post and the tenderer shall comply with the requirement of such notice.</p>		
10	<p><u>Liquidated Damage (LD) for delayed delivery beyond delivery period:</u></p> <p>0.5% of un dispatched goods per week up to max 15%. Invoice/LR/any other dispatch document date will be utilized for LD calculation, however inordinate delay in delivering the materials for reasons attributable to supplier will not suffice the case.</p>		

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
11	Inspection : As per SCC		
12	<p>TAXES & DUTIES : Bidder may please note that import for the project in Bangladesh 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 & AIT. Any documentation needed for availing of Duty Free Imports will be submitted by the bidder in reasonable time having regard to the time for delivery of the work and the time for completion. Bidder shall quote their rates/ price inclusive of all taxes, duties in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard. 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.</p> <p>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.</p> <p>Form 12A, under WB VAT Act 2003 for goods despatched from West Bengal (Pre GST), shall be issued to exempt penultimate export sale. For transaction falling in GST era , requisite forms/ certification / statements as required by Tax Laws in force shall be provided by BHEL</p> <p>Form H under the CST Act, 1956 for goods despatched from any state other than West Bengal (Pre GST) shall be issued to exempt penultimate export sale. For transaction falling in GST era , requisite forms/ certification / statements as required by Tax Laws in force shall be provided by BHEL</p> <p>ARE-1 for duty free removal of goods from the work of the manufacturer shall be issued by BHEL as merchant Exporter. For transaction falling in GST era , requisite forms/ certification / statements as required by Tax Laws in force shall be provided by BHEL</p> <p>The name of BHEL must appear in the all the export documents including Shipping Bills to be filed with Indian Customs authority as the "Merchant Exporter" and name of the Bidder must appear as the "Manufacturer Exporter"</p> <p>IEC No. of BHEL 0588138690 and BIN No. of BHEL AAACB4146PFT001 must be used in all export related documents in India.</p>		
13	The quotation should be valid at least for a period of 90 days from the tender due date of submission for placement of order (extended, if any). Price Variation Clause will not be entertained.		
14	<p>Transit Insurance: Transit insurance charge is to be borne by BHEL. BHEL shall arrange comprehensive MCE insurance policy from M/s United India Insurance Co. Ltd, Apeejay House, Kolkata – 700 016. The vendor shall be responsible for timely intimation of dispatch particulars to the underwriter and BHEL, failing which the vendor shall be held responsible for the, loss/damage/theft/ of materials during transit. Vendor shall intimate dispatch particulars to the underwriter at the address as mentioned in the SL. NO. 20 before dispatch of the material with copy to BHEL Site office.</p>		

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
15	<p><u>Force Majeure :</u> 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.</p>		
16	<p><u>Arbitration :</u> In case of any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.</p> <p>If any dispute or differences of any kind whatsoever shall arise between BHEL and you, arising out of the contract for performance of work whether during progress of termination, abandonment or breach of the contract, it shall in the first place be referred to and settled by the engineer who within a reasonable period after being requested shall give written notice of his decision to you. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by you who shall proceed with the work with all due diligence, whether he or BHEL required arbitration as hereinafter provided or not.</p> <p>If after the engineer has given written notice of this decision to the party, no claim to arbitration has been communicated to you by the party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event you being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by the General Manager of BHEL.</p> <p>Subject as aforesaid the provision of the Arbitration Act 1996 (India) or any statutory modification or reenactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The work under this contract shall continue to be performed by you during the arbitration proceedings and no payment due or payable to you shall be withheld on account of such proceedings. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.</p> <p>The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The cost of arbitration shall be borne by the parties to the dispute as may be decided by the arbitrator.</p> <p>This contract shall be governed by the Indian Laws for the time being in force. Any dispute arising out of this shall be referred to the sole arbitration of BHEL/PSER or any other officer nominated by the office and is award shall be final & binding on the parties. The venue of the arbitration in all cases shall be in Calcutta.</p>		
17	<p><u>Jurisdiction :</u> All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.</p>		

Sl. No.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
18	<p>Risk Purchase : 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>		
19	<p>CONSIGNEE: Consignee Address : Managing Director, Bangladesh-India Friendship Power Company (Pvt.) Ltd. Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh</p> <p>Notify Party : DGM(C&M) Bangladesh-India Friendship Power Company (Pvt.) Ltd. Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh Contact No.: +8801678582831 E Mail : epcmainplant@bifpcl.com</p> <p>Delivery Address : Site Incharge, 2x660 MW Maitree Super Thermal Power Project, PO-Kalekkharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh, Contact No.: +8801678582823</p>		
20	<p>DISCOUNTS Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.</p>		
LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS			
21	<p>Penalty Clause : Non acceptance of LD Clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of LD clause. Example : If the supplier has accepted for maximum 5% LD clause, then balance 5% will be loaded.</p>		
22	<p>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.</p>		
23	<p>The offers not complying the above Terms & Conditions may not be accepted.</p>		

PART – G**Details of Consignee, Notify Party, Delivery, Paying Authority etc :**

DETAILS	CUSTOMER NAME [INVOICED TO]	Merchant Exporter's (BHEL) Details	CONSIGNEE NAME	PAYING AUTHORITY
Address Line 1	BHARAT HEAVY ELECTRICALS LIMITED	BHARAT HEAVY ELECTRICALS LIMITED	Managing Director,	BHARAT HEAVY ELECTRICALS LIMITED
Address Line 2	Power Sector, Eastern Region Plot No DJ - 9/1, Sector II,	Power Sector, Eastern Region Plot No DJ - 9/1, Sector II,	Bangladesh-India Friendship Power Company (Pvt.) Limited	Power Sector, Eastern Region Plot No DJ - 9/1, Sector II,
Address Line 3	Karunamoyee , Salt Lake City ,	Karunamoyee , Salt Lake City ,	Level-17, Borak Unique Height,	Karunamoyee , Salt Lake City ,
Address Line 4	West Bengal , India	West Bengal , India	117, Kazi Nazrul Islam Avenue,	West Bengal , India
Address Line 5			Eskaton Garden,	
PINCODE	700091	700091	1217	700091
STATE	WEST BENGAL	WEST BENGAL	Dhaka	West Bengal
COUNTRY	INDIA	INDIA	Bangladesh	India
PHONE	033-23211496	033-23211496		
FAX				
CONTACT PERSON	MR.ANIMESH BHAKTA	MR.ANIMESH BHAKTA		
DESIGNATION	DY. GENERAL MANAGER (PURCHASE)	DY. GENERAL MANAGER (PURCHASE)		
IEC No.		0588138690		
Business Identifica- tion Number (BIN)		AAACB4146PFT001		
GST TIN	Shall provided when issued			
TIN.No.	19200936019			
CST.No.	19200936213			
ECC	AAACB4146PST005			
EXCISE REGISTRATION No.	AAACB4146PST005			
EXCISE RANGE	RANGE-II			
DIVISION	NORTH DIVISION			
COMMISSIONERATE	SERVICE TAX-I KOLKATA COMMISSIONERATE			
IT PAN NO	AAACB4146P			
Form -12A (WB VAT) (Pre GST) and Other Docuements as per Law in Force	Issued by BHEL, Kolkata			
FORM -H (Pre GST) and Other Docuements as per Law in Force	Issued by BHEL, Kolkata			
ARE-1(Pre GST) and Other Docuements as per Law in Force	Issued by BHEL, Kolkata			
*** The Nomenclature and HS Code of the goods must be same in ARE-I, Excise Invoice, Shipping Bills and all other Export Documents				
***** The Name of BHEL as Merchant Exporter must appear along with the Name of manufacturer exporter in the Shipping Bills to be filed by the customes House Agent				

Notify Party :

DGM(C&M), Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh, Contact No.: +8801678582831,
E Mail :epcmainplant@bifpcl.com

Delivery Address :

Site In Charge, 2x660 MW Maitree Super Thermal Power Project, PO-Kalekharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh, Contact No.: +8801678582823

PART – E

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

Sub: NO DEVIATION CERTIFICATE

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

Tender No.: PSER:PUR:PMX:351(I):050 Date: 20/06/2017

Dear Sirs,

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

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

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

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

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

SUPPLY OF REINFORCEMENT STEEL AT BHEL, 2X660 MW MAITREE STPP, BAGERHAT BANGLADESH							
PART- F - PRICE BID							
S. N.	Item Description	UOM	Quantity	Unit Price (Rs. in figure)	Unit Price (Rs. in Words)	Total Price (Rs. in figure)	Total Price (Rs. in Words)
A	B	C	D	E		F = (D X E)	
	Basic Price						
a	Reinforcement Steel 8 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	1850				
b	Reinforcement Steel 10 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	1400				
c	Reinforcement Steel 12 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	1100				
d	Reinforcement Steel 16 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	3950				
e	Reinforcement Steel 20 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	2300				
f	Reinforcement Steel 25 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	2250				
g	Reinforcement Steel 28 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	1550				
h	Reinforcement Steel 32 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	2100				
i	Reinforcement Steel 36 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	700				
1	Total Basic Price (Amount) [Sum of Item a,b,c,d,e,f,g,h & i]						
2	Excise Duty (%)		%		ARE-1 to be provided by BHEL.		
3	Total Excise Duty (Amount)				Nil	Nil	Nil
4	VAT (%)		%		Form 12A to be provided by BHEL.		
5	CST (%)		%		Form H to be provided by BHEL.		
6	VAT / CST (Amount)				Nil	Nil	Nil
7	Packing & Forwarding Charges (Amount)	MT	17200				
8	Transportation Charges (Amount)	MT	17200				
9	Transit Insurance (Amount)			By BHEL	By BHEL	By BHEL	By BHEL
10	Any other charges (Please Specify the name of charge in Right hand column)						
11	Any other charges as mentioned in sl. no. 10 (Amount)	MT	17200				
12	All inclusive Total F.O.R site Price (Sum of Amount of sl. no. 1+7+8+11)						
	Note:						
a	Bidder 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 & AIT. Any documentation needed for availing of Duty Free Imports will be submitted by the bidder in reasonable time having regard to the time for delivery of the work and the time for completion.						
b	Bidder shall quote their rates/ price inclusive of all taxes, duties in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard.						
c	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. 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.						
d	Form12A under WB VAT act 2003 / Form H and ARE-1, shall be issued to exempt penultimate export sale.						
e	Discounts offer by the vendor in price shall not be entertained by BHEL. (Ref. Cl. 20. GCC).						
f	Bidder must quote all 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.						
g	Bidder must quote all the items otherwise the offer is liable for rejection. All inclusive total F.O.R. site price (Sl. No.12 above) in totality as above shall be taken into account for evaluation. No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.						
h	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate/ optional items with respect to item-wise lowest rates (amongst participating bidders), before placement of order.						
i	BIDDER'S QUOTED RATE / PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD.						
j	BIDDER SHALL CLEARLY SPECIFY THE KIND OF SALE I.E. WHETHER IT IS INTERSTATE SALE (CST SALE) OR INTRASTATE SALE (VAT SALE) IN THEIR OFFER, & SHALL QUOTE IN CORRESPONDING CST / VAT ABOVE.						
	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-E) 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.						

SUPPLY OF REINFORCEMENT STEEL AT BHEL, 2X660 MW MAITREE STPP, BAGERHAT BANGLADESH					
PART-F - UNPRICED - PRICE BID					
S N.	ITEM DESCRIPTION	UOM	Qty	Unit Price(Rs)	Total; Price(Rs)
A	B	C	D	E	F = (D X E)
	Basic Price				
a	Reinforcement Steel 8 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	1850		0
b	Reinforcement Steel 10 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	1400		0
c	Reinforcement Steel 12 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	1100		0
d	Reinforcement Steel 16 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	3950		0
e	Reinforcement Steel 20 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	2300		0
f	Reinforcement Steel 25 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	2250		0
g	Reinforcement Steel 28 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	1550		0
h	Reinforcement Steel 32 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	2100		0
i	Reinforcement Steel 36 mm diameter of Grade B500B as per latest BS 4449 or equivalent	MT	700		0
1	Total Basic Price (Amount) [Sum of Item a,b,c,d,e,f,g,h & i]				0
2	Total Excise Duty (%)	ARE-1 to be provided by BHEL.			
3	Total Excise Duty (Amount)	Nil			
4	VAT (%)	Form 12A to be provided by BHEL.			
5	CST (%)	Form H to be provided by BHEL.			
6	VAT / CST (Amount)	Nil			
7	Packing & Forwarding Charges (Amount)				0
8	Transportation Charges (Amount)				0
9	Transit Insurance (Amount)			By BHEL	By BHEL
10	Any other charges (Pl. specify the name of charge in Right hand column)				
11	Any other charges as mentioned in sl. no. 11 (Amount)				0
12	All inclusive Total F.O.R site Price (Sum of Amount of sl. no. 1+3+ 8+11)				0
	Note:				
a	Bidder 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 & AIT. Any documentation needed for availing of Duty Free Imports will be submitted by the bidder in reasonable time having regard to the time for delivery of the work and the time for completion.				
b	Bidder shall quote their rates/ price inclusive of all taxes, duties in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard.				
c	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. 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.				
d	Form12A under WB VAT act 2003 / Form H and ARE-1, shall be issued to exempt penultimate export sale.				
e	Discounts offer by the vendor in price shall not be entertained by BHEL. (Ref. Cl. 20. GCC).				
f	Bidder must quote all 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.				
g	Bidder must quote all the items otherwise the offer is liable for rejection. All inclusive total F.O.R. site price (Sl. No.12 above) in totality as above shall be taken into account for evaluation. No splitting of the job is envisaged. Decision of BHEL in this regard shall be final and binding to the bidders.				
h	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate/ optional items with respect to item-wise lowest rates (amongst participating bidders), before placement of order.				
i	BIDDER'S QUOTED RATE / PRICE SHALL REMAIN FIRM FOR OFFER VALIDITY PERIOD.				
j	BIDDER SHALL CLEARLY SPECIFY THE KIND OF SALE I.E. WHETHER IT IS INTERSTATE SALE (CST SALE) OR INTRASTATE SALE (VAT SALE) IN THEIR OFFER, & SHALL QUOTE IN CORRESPONDING CST / VAT ABOVE.				
k	BIDDER TO MENTION "QUOTED" OR "NOT-QUOTED" IN THE PRICE / RATE COLUMN FROM THE DROP DOWN MENU.				
l	BIDDER HAS TO MENTION THE PERCENTAGE (%) OF THE TAXES & DUTIES IN UNPRICED PRICE FORMAT.				
	<u>SIGNATURE OF THE BIDDER WITH SEAL AND DATE</u>				
	Very Important Note: Any other document (if uploaded by bidder) in Price Bid/ Schedule apart from tendered Price Schedule (Part-E) 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.				

PART – H
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.
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-I
FORMS AND PROCEDURES

ANNEXURE-1

FORMAT FOR SEEKING CLARIFICATION

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

To,

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

Dear Sir,

Sub: **Request for Clarification**

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

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

Yours faithfully,

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

ANNEXURE-2

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following: --</p> <p>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</p> <p>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</p> <p>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</p> <p>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.</p>
1.3	<p>Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</p> <p>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.</p> <p>Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that</p> <p>a) prescribed maximum LD time limits of the contracts is exceeded or</p> <p>b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.</p> <p>iii)</p> <p>a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.</p> <p>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).</p> <p>Note: – for (b), No specific period of hold shall be applicable.</p> <p>iv) Supplier works are under strike/ lockout for a period of more than three months.</p>

1.3	<p>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</p> <ul style="list-style-type: none"> 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	<p>Banning across BHEL shall be imposed in following cases, if</p>
1.4.1	<ul style="list-style-type: none"> 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/ willful suppression of facts, or has resorted to unethical, illegal means. iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
1.4.2	<p>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.</p>

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

ANNEXURE-3

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Specification No:

I/We hereby submit the following information pertaining to relation/relatives of 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.

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

ANNEXURE-4

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

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

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

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

**SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH
DATE & SEAL**

**CONFIRMATION BY BANKER
WITH OFFICE SEAL**

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

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

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

01. Name of Vendor **BHARAT HEAVY ELECTRICALS LTD.**
02. Address **~~BHEL~~ 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**
033-23575666
08. City **KOLKATA**
09. IFSC Code of the Branch **SBIN 0004289**

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

Signature of Authorised
Representative
के. के. कोशरी / K. K. Coari
General Manager (FM)
बी. एच. ई. लिम. - पो. सराई भद्र - कोलकाता - 700 091
BHEL : PSER / Kolkata-700 091

Confirmation by Bank
with office seal



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

ANNEXURE-5

FAX NO.
Registration Number*
Name of Partners / Directors
Bidder Type Indian/ Foreign*
City*
State*
Country*
Postal Code*
PAN/TAN Number*
Company's Establishment Year
Company's Nature of Business*
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/SSI/ other}
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*
Contact Name*
Date Of Birth*
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)
Designation
Phone*
Mobile*

Supply of Reinforcement Steel

for 2x660 MW

Maitree Super Thermal Power Project

at

Moidara Village, Rampal Upazila,

Bagerhat District, Bangladesh



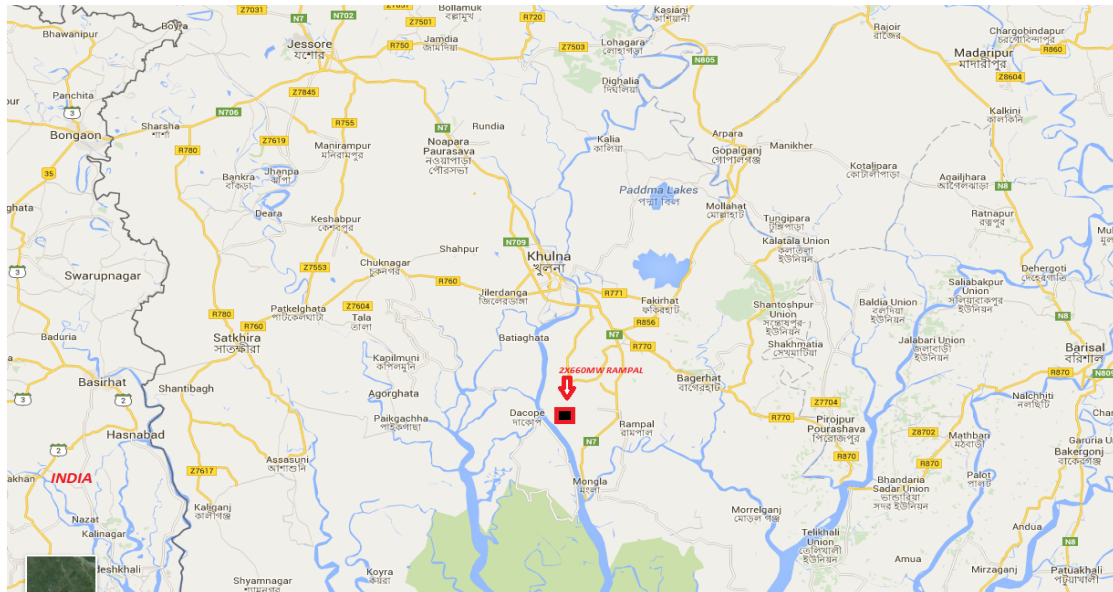
Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Sector– Eastern Region
Plot–DJ9/1, Sector-II, Salt Lake
Kolkata-700091

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

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 Bidder 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 Bidder.



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
	The scope of work includes manufacturing, inspection & testing at supplier's works and transportation to 2x660 MW Maitree Super Thermal Power Project. Unloading of materials at site is purchaser responsibility
3.0	SITE VISIT
3.1	Contractor should visit site and acquire full knowledge & information about site conditions prevailing at site and in and around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid in line with the above, site visit confirmation will be required to be submitted by the bidder with the technical bid.
3.2	When the Work is completed all such temporary structures and facilities shall be removed from the Site and the area shall be restored to its original condition
4.0	SCHEDULE OF PRICE & VALIDITY OF THE OFFERS
	Price shall be quoted separately for supply of material (item-wise) including transportation to site. Offer shall be valid for 90 days from date of opening techno- commercial (Part I) of the bid.
5.0	DOCUMENTS TO BE SUBMITTED
5.1	Documents to be submitted along with techno-commercial bid (Part-1): Following documents shall be Submitted along with bid: <ul style="list-style-type: none"> a) List of major orders executed by the bidder 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 tones per month). c) List of in-house testing facilities. d) QA Plan followed for Manufacturing & Testing of tendered material. e) Brief Processing Methodology. f) Copy of audited Balance Sheet and Profit & Loss A/c for previous three years g) List of deviations from this specification, if any. In case, there is no deviation, a statement to that effect shall be submitted with the offer
6.0	SHIPMENT
	<ul style="list-style-type: none"> 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
	<p>Following testing of the materials for minimum two samples of each heat/lot of each size of the bar shall be carried out as per relevant codes and standards at supplier's works or Govt. approved laboratory:</p> <ul style="list-style-type: none"> a) Chemical composition, b) Tensile Test, c) Yield Test, d) Total elongation at maximum force e) Bond Test, f) Any other test if required as per code. <p>Materials shall be inspected by the vendor or their representative. Purchaser reserves the right to inspect the materials by random selection and will send the sample to the approved laboratory for chemical and mechanical testing. The acceptance shall be on the basis of the satisfactory test result of the samples as per codes. The cost of such tests shall be borne by the supplier.</p>
8.0	INSURANCE
	As per GCC

9.0	DEVIATIONS/ CLARIFICATIONS
9.1	Normally no deviation with respect to tender is acceptable to BHEL. However, in case of unavoidable circumstances, the bidder 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 bidder 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 bidder'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 45 days from the date of issue of MDCC (Material Dispatch Clearance Certificate) or 90 days from the date of issue of Purchase Order whichever is earlier.
11.0	PRICE BID, CONTRACT PRICE & EVALUATION OF PRE-QUALIFICATION CRITERIA
	Bidders should quote prices in INR as per price bid (PART-F) of NIT.
12.0	EVALUATION OF PRE-QUALIFICATION CRITERIA
	Technical and financial evaluation will be done as per the Pre-Qualifying criteria mentioned in the tender.
13.0	TERMS OF PAYMENT
13.1	As per GCC.
14.0	TAXES, DUTIES ETC
14.1	<p>For Imports in Bangladesh</p> <p>Bidder may please note that import for the project in Bangladesh 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 & AIT. Any documentation needed for availing of Duty Free Imports will be submitted by the bidder in reasonable time having regard to the time for delivery of the work and the time for completion.</p> <p>Bidder shall quote their rates/ price inclusive of all taxes, duties in line with provisions as mentioned above etc. together with variation thereto during contract period including extension, if any. BHEL shall not release any additional payment in this regard.</p>
14.2	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. 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	<p>Form 12A, under WB VAT Act 2003 for goods despatched from West Bengal (Pre GST), shall be issued to exempt penultimate export sale. For transaction falling in GST era , requisite forms/ certification / statements as required by Tax Laws in force shall be provided by BHEL</p> <p>Form H under the CST Act, 1956 for goods despatched from any state other than West Bengal (Pre GST) shall be issued to exempt penultimate export sale. For transaction falling in GST era , requisite forms/ certification / statements as required by Tax Laws in force shall be provided by BHEL</p> <p>ARE-1 for duty free removal of goods from the work of the manufacturer shall be issued by BHEL as merchant Exporter. For transaction falling in GST era , requisite forms/ certification / statements as required by Tax Laws in force shall be provided by BHEL</p> <p>The name of BHEL must appear in the all the export documents including Shipping Bills to be filed with Indian Customs authority as the "Merchant Exporter" and name of the Bidder must appear as the "Manufacturer Exporter"</p> <p>IEC No. of BHEL 0588138690 and BIN No. of BHEL AAACB4146PFT001 must be used in all export related documents in India.</p>

15.0	PROJECT MANAGEMENT/ CONSTRUCTION MANAGEMENT
15.1	CUSTOMS CLEARANCE
	<p>The Contractor shall be responsible for custom clearance for both in India and Bangladesh for all materials, supplies, equipment, tools and other articles shipped into Bangladesh by him for the implementation of his works, including the food and the personal effects of the Contractor's personnel. All payment for clearance charge, storage charge, etc. which are imposed by the relevant agencies of the Government of Bangladesh, relating to the clearance of equipment, materials and Plant that will be incorporated in the Permanent Works or relating to the Temporary Works shall be borne by the Contractor. Further, if the Contractor is delayed in submitting necessary shipping documents to the Employer, the demurrage charges by the Port Authority will be borne by the Contractor.</p> <p>The nomenclature and HS code of the goods must same in ARE-1, Excise Invoice, Shipping Bills and all other Export Documents in India and In all Import Documents to be filled by with Bangladesh Customs Authority.</p> <p>Tools and equipment and other equipment of the Contractor for use during construction but which are to remain the property of the Contractor and which are to be exported by the Contractor from Bangladesh at the completion of the Work shall be carefully documented and specially listed to facilitate both import and export. The Contractor shall determine prior to shipment the customs regulations applicable to this special case as well as normal import rules and regulations applicable. The Contractor shall also be responsible for inland transport by barge/ truck/train to the Site.</p>
15.2	TRANSPORTING & HANDLING
	<p>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.</p>
15.3	IDENTIFICATION OF CONTRACTOR'S EMPLOYEES, VEHICLES & BUILDINGS
	<p>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.</p> <p>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.</p> <p>The bidder shall be liable for & shall provide all aspects of security and security measures for the Site.</p>
15.4	EXPATRIATE PERSONNEL
	<p>The Contractor shall submit to Employer data of all personnel he intends to bring into Bangladesh for the performance of the Work. This data shall include the name and present address of each person, his intended assignment and responsibility in connection with the Work and a concise resume of his experience in the type of work to which he will be assigned. This data shall be submitted to the Employer at least thirty (30) days prior to their expected arrival in Bangladesh.</p> <p>Any expense associated with illness of the Contractor's personnel, including replacement thereof, shall be to the Contractor's account.</p> <p>Costs of passports, visas, travel documents, inoculations and other incidental expenses incurred by the Contractor's non-Bangladesh employees and their dependents occasioned by travel to and from Bangladesh shall be borne by the Contractor.</p> <p>All accommodations and amenities for the Contractor's personnel and families (including all staff and labour) must be provided by the Contractor, and the Employer shall not have any liability for the same.</p>

15.5	<p>SAFETY</p> <p>The Contractor shall comply with all ordinances and regulations including, but not limited to, National, State, Municipal laws and Department of Labour, Transmigration and Co-operation Regulations, and other Applicable Laws that are in force in the locality of the Works and shall comply with any instructions that may be from time to time issued by Employer. The safety rules and regulations laid down in the Health, Safety and Environment (HSE) Plan are to be strictly adhered to.</p>
15.6	<p>RELEASE OF INFORMATION</p> <p>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.</p>
15.7	<p>SAFETY AND ACCIDENT PREVENTION</p> <p>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.</p>
15.8	<p>SECURITY</p> <p>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.</p> <p>The Contractor shall conform so to any specific security requirements of Employer but such compliance shall not relieve the Contractor from the total responsibility for security.</p>
15.9	<p>HEALTH HAZARDS</p> <p>Worker and public health is a critical part of any HSE management program. The Contractor shall control substances and materials that may be a hazard to worker's health. These controls shall be a combination of hazard communication, safe work systems and the controlled handling and disposal of hazardous materials. The Contractor's controls shall commence at contract preparations and procurement stages, where all vendors and subcontractors shall be required to submit Material Safety Data Sheets ("MSDS") for all hazardous materials that will be supplied, provided or brought onto the Site. These MSDSs shall be forwarded to Contractor's HSE Manager for review and records management.</p> <p>In the event hazardous materials are to be used, the Contractor shall carry out assessments according to recognized international standards, to determine if there are any more suitable or less hazardous materials that could be substituted for the original materials. Only when the Project Manager, Employer and his Engineer and the Contractor are satisfied that assessments have been completed, and control measures are adequate to protect worker health, the materials shall be allowed on the project worksite. The Contractor's control measures shall include:</p> <ul style="list-style-type: none"> □ Material transport, storage, labelling, packaging, and disposal, □ Personnel protective equipment (PPE), □ Health surveillance and monitoring, and □ Emergency procedures and training. <p>All explosive materials to be used for blasting during Site preparation shall only be handled by approved and qualified personnel. All explosive materials shall be stored in a secure, limited access sites, protected from workers and the public, and removed from the site every day and immediately after use.</p>

	All radioactive equipment and materials shall only be used by qualified, approved and permitted personnel. Radioactive materials must be stored in approved and protected containers. Radioactive materials and waste products shall not be disposed of on-site but removed in protective containers and disposed at government approved storage and disposal sites
15.10	<p>WASTE MATERIAL MANAGEMENT</p> <p>The Contractor shall ensure that waste management identification, handling, transport and disposal are addressed in the development of their HSE management plans.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Sumps and waste pits shall not be used for waste storage at the work site. Sumps should only be used for temporary control and containment of spills, equipment leaks, etc. If the Contractor encounters former sump sites or waste pits during ground surveys, the Contractor shall identify and investigate the same. If any contamination is suspected, the Contractor shall excavate, remove and where required replace with an approved sump container system.</p> <p>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.</p>
15.11	<p>SPILL RESPONSE AND CONTROL</p> <p>All spills shall be stopped and cleaned up immediately to avoid potential impact to water and soil quality. All spills shall be reported using the Incident Management Process. Under no circumstance contaminated material may be "stored" on the work site.</p> <p>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.</p> <p>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</p>

	<p>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.</p> <p>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.</p>
15.12	<p>NOISE CONTROL</p> <p>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.</p> <p>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.</p>
15.13	<p>TRAFFIC PLANNING</p> <p>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.</p>
16.0	<p>GUARANTEE / WARRANTY</p> <p>As per GCC</p>
17.0	<p>SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE</p> <p>Not Applicable</p>

Annexure- I
Technical Specification for TMT Bars as per BS-4449 (latest), Grade B500B or equivalent

1. General Requirements:

- a) Material shall be of grade B500B as per BS-4449 (latest) or equivalent, Minimum yield stress shall be 500 N/mm^2
- b) The bar shall be produced from virgin material and shall be rolled from own plants of the manufacturer in India. Materials manufactured by their authorised conversion agent and re-rollers shall not be accepted.
- c) Original Mill Test Certificates shall be submitted.
- d) 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.

2. Applicable Codes & Standards (Latest edition):

BS-4449 (latest) or equivalent for the reinforcement of concrete

3. Material Properties and Requirements:

The Reinforcement bars shall conform to the requirements Grade B500B as per BS-4449 (latest) or equivalent. All bars shall be clean, free from grease, oil, dirt, loose mill scale, loose rust, dust, bituminous material or any other substance that will destroy or reduce the bond. Straight length of the bar shall not be less than 12 meter. Pitted, defective or welded bar shall not be accepted.

3.1 Chemical Composition:

Chemical composition shall be as per **BS-4449 (latest), or equivalent**. The chemical composition shall be recorded separately for each size, heat and lot / batch of material.

3.2 Mechanical / Physical Properties:

Mechanical and other physical test shall be performed as stipulated in the standards and properties of the materials shall conform to the requirements of **Grade B500B of BS-4449 (latest) or equivalent**. **Minimum yield stress shall 500 N/mm^2** . All tests as stipulated in the standards shall be carried out and two sample tests shall be conducted for each heat and lot / batch for each diameter of bar separately.

4. Inspection & Testing:

Following testing of the materials for minimum two samples of each heat/lot of each size of the bar shall be carried out as per relevant codes and standards at supplier's works or Govt. approved laboratory:

- a) Chemical composition,
- b) Tensile Test,
- c) Yield Test,
- d) Total elongation at maximum force
- e) Bond Test,
- f) Any other test if required as per code.

Materials shall be inspected by the vendor or their representative. Purchaser reserves the right to inspect the materials by random selection and will send the sample to the approved laboratory for chemical and mechanical testing. The acceptance shall be on the basis of the satisfactory test result of the samples as per codes. The cost of such tests shall be borne by the supplier.

5. Packing

5.1 General Instruction :

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.

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.

Materials shall be suitably packed in weather proof, seaworthy packing for ocean transport under tropical conditions. The packing shall be strong and efficient enough to ensure safe preservation of the materials up to the final point of destination.

5.2 Special Packing Instructions Prior to Dispatch

Packing (tare) 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 transparent polythene inside the crates for effective weather Proofing.

Each package should have the following inscriptions and signs stenciled with an indelible ink legibly and clearly:

Destination:

Package number: BHEL/MTR/BD/PSER/YYYY where YYYY stands for package no. Gross and Net weight

Dimensions

Lifting places

Handling marks and the following delivery marking:

"BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (Pvt.) LIMITED
2X660 MW MAITREE SUPER THERMAL POWER PROJECT
BANGLADESH"
EPC CONTRACTOR: BHARAT HEAVY ELECTROCALCS LIMITED,
INDIA

Packing commensurate with international standards and accepted norms will be ensured by CQA/ Unit QC/Third Party Inspection Agency. Packing has to be SEA WORTHY and secure.

As far as possible, the packing has to be rectangular in shape for optimum space utilization in the ship and economize on shipping costs. Projections on packages are prohibited.

The packing list has to be checked and certified by the Inspection agency/agencies with due signatures.

All packages shall be enclosed in suitable GI sheets on all sides.

No loose items / Gunny bag packing are allowed for shipment.

Routing of Packing Lists: Packing list is an extremely important document, which forms a part of export documentation in connection with the processing of customs formalities.

Excise Attestation at Works: To avoid opening of big cases for examination by customs at port of shipment, the supplying unit may arrange to get the packing cases sealed by local excise authorities/ self-certification and the relevant invoices and packing lists to be endorsed from Superintendent, Central Excise. Bidder to provide "specification of packing with the indication of the number of cargo packages, type of packing and weight of packing in English" along with the packing list.

6. Consignee details, Notify Party, Transportation & Delivery address :

Consignee Address :

Managing Director,
Bangladesh-India Friendship Power Company (Pvt.) Limited,
Level-17, Borak Unique Height,
117, Kazi Nazrul Islam Avenue,
Eskaton Garden,
Dhaka-1217,
Bangladesh

Notify Party :

DGM(C&M)
Bangladesh-India Friendship Power Company (Pvt.) Limited,
Level-17, Borak Unique Height,
117, Kazi Nazrul Islam Avenue,
Eskaton Garden,
Dhaka-1217,
Bangladesh
Contact No.: +8801678582831
E Mail :epcmainplant@bifpcl.com

Delivery Address :

The material should be delivered to Purchaser's Store to the following address :

Site In Charge,
2x660 MW Maitree Super Thermal Power Project,
PO-Kalekkharber,
Union-Rajnagar,
Upajila-Rampal,
Dist: Bagerhat-9343,
Bangladesh
Contact No.: +8801678582823

Unloading of material at purchaser's site shall be in purchaser's scope. The supplier shall ensure the item at his own cost for its damage / lost during transportation.

7. Reporting, Clearing & Shipping Documents to be submitted:

7.1 The contractor shall provide all official forms and documentary information as shall be needed to satisfy the requirement of Bangladesh customs and the employer/BHEL.

7.2 Reporting Documents :

- a) Bill of Lading – 1 copy
- b) Shipping Specification – 2 copies
- c) Quality Certificate – 2 copies
- d) Packing Lists (One copy should be submitted along with the consignment, 2 copies in a special packet)
- e) Insurance certificate – 2copies (by BHEL)

7.3 Clearing Documents :

The bidder shall forward to the Employer/BHEL through their bankers not later than seven (7) days from the date of sailing for the purpose of clearing the cargo at the point of destination the following documents required :

- a) Negotiable copy of bill of lading – 1 copy
- b) Invoice with item wise prices – 3 copies
- c) Shipping Specification – 3 copies
- d) Copy of Charter Party Approved by Employer/BHEL

7.4 Shipping Documents :

Simultaneously with the dispatch of the negotiable documents as listed in above the contractor shall also send by air mail eleven (11) sets of non-negotiable shipping documents to the employer/BHEL. The invoices and shipping specification shall bear the insurance cover note number. Each set will comprise the following documents :

- a) The name of the vessel
- b) Port of destination
- c) Description of the cargo(grouped)
- d) Number of cases and/or weight of cargo
- e) Number of cases weighing above 20 tons and their individual weights
- f) Number of bills of lading
- g) Expected date of arrival at the port of destination

The bidder shall so arrange that the master of the vessel will inform the employer/BHEL by cable of the date and time of arrival of the vessel at the port of destination seventy two (72) hours in advance.

The supplier shall furnish the following documents in addition to the above :

- Invoice addressing BHEL to the consignee in duplicate
- LR / RR with material description (original)
- Tax / Excise Invoice in duplicate
- Material Test Reports for Chemical Composition.
- Material Test Reports for Mechanical Properties.
- Shipping bill
- Custom endorsed proof of exports
- Other Certificate and Reports if any.

Annexure – II

Schedule of Quantity

Sl. No.	Diameter of Reinforcement Steel Bar	Quantity (MT)	Remarks
1.	8 mm dia Grade B500B as per BS 4449 or equivalent	1850	Straight length of the each bar shall not be less than 12 meters. Coiled bar will not be accepted.
2.	10 mm dia Grade B500B as per BS 4449 or equivalent	1400	
3.	12 mm dia Grade B500B as per BS 4449 or equivalent	1100	
4.	16 mm dia Grade B500B as per BS 4449 or equivalent	3950	
5.	20 mm dia Grade B500B as per BS 4449 or equivalent	2300	
6.	25 mm dia Grade B500B as per BS 4449 or equivalent	2250	
7.	28 mm dia Grade B500B as per BS 4449 or equivalent	1550	
8.	32 mm dia Grade B500B as per BS 4449 or equivalent	2100	
9.	36 mm dia Grade B500B as per BS 4449 or equivalent	700	
	TOTAL	17200	

NOTE:

1. Maximum tolerance allowed is as per following:
On total quantity of the material : Not more than +5%
quantity of individual size of bar: Not more than +1 0%
2. Payment shall be made on the basis of actual quantity of material received at purchaser's stores/yard.

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression

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

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

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

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

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

Section 8 –Independent External Monitor(s)

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other Provisions

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

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

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

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

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

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____
