



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. Of India Undertaking)
 POWER SECTOR, EASTERN REGION
 BHEL BHAWAN, PLOT NO. DJ-9/1, SECTOR II,
 SALT LAKE CITY, KOLKATA, WEST BENGAL, INDIA
 Phone : 033-23216130-31, 033-23216130 FAX : 033-23211960

NOTICE INVITING TENDER (NIT)

OFFERS are invited from REPUTED AND EXPERIENCED LOCAL BIDDERS (meeting pre-qualification criteria as mentioned) **through E-PROCUREMENT PORTAL <https://eprocurebhel.co.in> ONLY** for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Following points relevant to the tender may please be noted and complied with.

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	E-TENDER NUMBER	PSER: PUR: PMX: 398(IV): 015 (ENQ: 22: PP: 0015: PUR: 16) DATE: 12/05/2022
ii	Broad Scope of job	SUPPLY OF FERRIC CHLORIDE (40%) AND LIME POWDER (80%) AT BHEL PSER's 2X660 MW, MAITREE SITE, BANGLADESH ON FOR DESTINATION BASIS.
iii	DETAILS OF TENDER DOCUMENT	
a)	PART – B	GENERAL CONDITIONS OF CONTRACT (GCC) Applicable
b)	VOLUME-IC	TECHNICAL SPECIFICATION AND SPECIAL TERMS AND CONDITIONS (SCC) Applicable
c)	PART – F	GENERAL TERMS & CONDITIONS OF REVERSE AUCTION Applicable
d)	PART - E	PRICE SCHEDULE and UNPRICE SCHEDULE Applicable
e)	PART – H	FORMS AND PROCEDURES ETC. Applicable
iv	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at https://eprocurebhel.co.in/ b) in BHEL website (www.bhel.com , CPP Portal): For tender view purpose only. START DATE: 16/05/2022 a) Applicable b) Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 16/05/2022, Time: 14-00 Hrs. (Offer to be submitted online only through e-procurement platform at https://eprocurebhel.co.in/) Applicable
vi	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 16/05/2022, Time: 16-30 Hrs. (online only through e-procurement platform at https://eprocurebhel.co.in/, participating bidders may witness the same online only) Applicable
vii	CURRENCY	INDIAN RUPEES (INR) Applicable
viii	EMD AMOUNT	NIL Not Applicable
ix	COST OF TENDER	- Not Applicable
x	LAST DATE FOR SEEKING CLARIFICATION	Date: 16/05/2022 (UP TO 11:00 Hrs.) Applicable
xi	SCHEDULE OF Pre Bid Discussion (PBD)	Not Applicable (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN). Not Applicable
xii	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	NOT APPLICABLE Not Applicable
xiii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com) → Tender Notifications → View Corrigendums & CPP portal → Tender Notice & E-PROCUREMENT PORTAL (https://eprocurebhel.co.in/) and not in the newspapers. Bidders to keep themselves updated with all such information. Shall be intimated to bidder

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

For E-Procurement Assistance & Training, NIC PORTAL Helpdesk Contacts as per following: -

For any technical related queries please call at 24x7 Help Desk Number

0120-4001 002, 0120-4200 462, 0120-4001 006, 0120-6277 787

Email Support

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

For any difficulty in downloading the tender from internet website, they should contact this office (Manager, Purchase or DGM, Purchase Phone no. 033-23398222/8221). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

2. Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.
3. This is an e-tender floated online through our E-Procurement Site <https://eprocurebhel.co.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://eprocurebhel.co.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	1. Scanned copy of Covering letter of offer (To be attached in Attachment section) 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 3. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section) 4. Duly filled all annexures except price & unpriced format (To be attached in Attachment section). 5. Copy of records notes of Pre-Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) 6. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) 7. All supporting documents/ Annexures etc. as applicable (To be attached in Attachment section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in Attachment section).
PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ Attachment section)
UNPRICED PRICE BID	10. Price schedule –Unpriced but mentioning only quoted / unquoted against each item as per tender.
PRICE BID	11. Duly filled in Price Schedule as per tender. Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

4. **EARNEST MONEY DEPOSIT (EMD)** – Not applicable,

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.
5. 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.
6. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the

- right to split/part award the job. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
7. Bidders are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable). They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
 8. 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.
 9. 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.
 10. 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.
 11. In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc. or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
 12. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
 13. 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.
 14. **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.**
 15. The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately (if applicable).
 16. **The bidder may have to produce original document for verification if so decided by BHEL.**
 17. While BHEL reserves the right to open the price bid of the offers in camera, the date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
 18. Validity of the offer shall be for Three (03) months from the due date of offer submission (including extension, if any).
 19. 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.
 20. Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
 21. **Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.**
 22. Taxes and duties shall be as per SCC of the tender. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
 23. ***"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."***
 24. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
 25. Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded

price shall be after considering the discount.

26. **"The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com".**

i. Integrity commitment, performance of the contract and punitive action thereof:

a) Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

b) Commitment by Bidder/ Supplier/ Contractor:

b.i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

b.ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

b.iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

27. **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.**

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

29. "MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – V 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.

30. Indian suppliers, falling under the purview of Public procurement (preference to make in India) order 2017 by Govt. of India, vide order no. P-45021/2/2017-B.E.-II dated 15th June, 2017 & all subsequent clarifications can avail the intended benefits, as per provisions of the order subject to minimum local content shall be 50%, margin of Purchase preference shall be 20% & modality of preference to make in India shall be as per aforesaid order.
31. "For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement

(Preference to Make in India), Order 2017 dated 04-06-2020 issued by DPIIT. In case of subsequent orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".

Duly filled & signed Annexure-III (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.

32. GeMAR and PTS Report ID: GEM/GARPTS/28042022/ KDFL5VRP1UG, Date – 28/04/22

33. The GeM Seller ID shall be mandatory before placement of order / award of contract for goods and services to the successful bidder(s).

34. Integrity Pact (IP) – Not applicable

35. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

36. This procurement is being made at Risk and Cost of an existing contractor/ supplier whose 'balance work' is being withdrawn/terminated and the existing contractor/ supplier shall not be eligible to quote in this tender.

Existing Contractor/Supplier will include:

i). In case existing contractor/supplier is The Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

ii). In case existing contractor/supplier is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.

37. Order of Precedence

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

- Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Bid/Schedule PART- E
- TECHNICAL SPECIFICATION/SCOPE AND SPECIAL CONDITIONS OF CONTRACT (SCC) - PART-C
- General Conditions of Contract (GCC) - PART-B
- Forms and Procedures – PART- H

for BHARAT HEAVY ELECTRICALS LTD.

Manager (Purchase)

Agency	Contact details
BHEL, PSER, Kolkata	Address BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR, SALT LAKE CITY, KOLKATA – 700 091
	Phone no. 033-23398222, 23398221, 23211690
	FAX no. 033-23211960
	E-mail ID abhijitd@bhel.in , a_sarkar@bhel.in , bsandipan@bhel.in
NIC E-PROCUREMENT PORTAL	<p>For E-Procurement Assistance & Training, NIC PORTAL Helpdesk Contacts as per following: -</p> <p>For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002, 0120-4200 462, 0120-4001 005, 0120-6277 787</p> <p>Email Support Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority, Technical - support-eproc@nic.in</p>

Enclosure:

- ANNEXURE-I: Pre Qualifying Criteria.
- ANNEXURE-II : No Deviation Certificate
- ANNEXURE-III: Format for Self Certification regarding Local content (LC) for Product/ Services/ Works
- ANNEXURE-IV: CERTIFICATE (regarding bidder from a country which shares a land border with India)
- ANNEXURE-V: Certificate by Chartered Accountant
- ANNEXURE-VI: Format for seeking clarification
- ANNEXURE-VII: Suspension of business dealing with Suppliers/Contractors
- ANNEXURE-VIII: Declaration for Relation in BHEL
- ANNEXURE-B: General Terms & conditions for Reverse Auction.
- Other Tender documents as per this NIT.

<p>पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)</p> <p>POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091</p> <p>फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220</p>	Page - 5 of 28
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PRE QUALIFICATION CRITERIA

JOB	SUPPLY OF FERRIC CHLORIDE (40%) AND LIME POWDER (80%) AT BHEL PSER's 2X660 MW, MAITREE SITE, BANGLADESH ON FOR DESTINATION BASIS.
TENDER NO	PSER:PUR:PMX:398(IV):015 (ENQ:22:PP:0015:PUR:16) DATE: 12/05/2022

1. THE BIDDER SHOULD HAVE SUPPLIED ATLEAST **104.73 MT FeCl₃** TO ANY GOVT/PSU/REPUTED ORGANISATION IN LAST THREE YEARS ENDING ON LATEST DATE OF BID SUBMISSION.

ALL RELEVANT DOCS TO BE SUBMITTED IN SUPPORT OF THE ABOVE.

2. BIDDER SHOULD HAVE AVERAGE ANNUAL FINANCIAL TURNOVER OF **Rs. 31.7 LAKH** OR MORE DURING THE LAST THREE (3) CONSECUTIVE FINANCIAL YEARS, ENDING ON 31st MARCH' 21 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME.

IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST ABOVE 3 (THREE) YEARS, WILL BE AVERAGED FOR 3 (THREE) YEARS.

IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY THE CHARTERED ACCOUNTANT.

- 3 INDIAN BIDDER OR INDIAN COUNTER PART OF FOREIGN BIDDERS SHOULD FURNISH PAN (PERMANENT ACCOUNT NO.)

NOTE:

1. THE BIDDER WHO MEETS THE ABOVE PRE-QUALIFICATION CRITERIA CAN ONLY PARTICIPATE IN THE TENDER.
2. BIDDERS QUOTING IN INDIAN CURRENCY (INR) ONLY SHALL BE QUALIFIED.
3. THE SUPPLIED QUANTITY MAY BE CONSIDERED AGAINST SINGLE / MULTIPLE PO TO MEET THE ABOVE PQ REQUIREMENT.

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

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

SUB	NO DEVIATION CERTIFICATE.	
JOB	SUPPLY OF FERRIC CHLORIDE (40%) AND LIME POWDER (80%) AT BHEL PSER'S 2X660 MW, MAITREE SITE, BANGLADESH ON FOR DESTINATION BASIS..	
REF	1.0	TENDER NO. PSER:PUR:PMX:398(IV):015 (ENQ:22:PP:0015:PUR:16) DATE: 12/05/2022
	2.0	ALL OTHER PERTINENT ISSUES TILL DATE.

Dear Sir/Madam,

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

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

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

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

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

Thanking you,

Yours faithfully,

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

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

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

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref : 1) NIT/Tender Specification No: PSER:PUR:PMX:398(IV):015 (ENQ:22:PP:0015:PUR:16) DATE: 12/05/2022,
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____

3. _____ 4. _____

...

...

...

Thanking you,

Yours faithfully,

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

** - Strike out whichever is not applicable.

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs.10 crores, the authorised signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR
2017***(To be submitted in the bidder's letter head)*-----
To,*(Write Name & Address of Officer of BHEL inviting the Tender)*

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017**Ref:** 1) NIT/Tender Specification No: PSER:PUR:PMX:398(IV):015 (ENQ:22:PP:0015:PUR:16) DATE: 12/05/2022,
2) All other pertinent issues till date

"I have read the tender clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that _____ (specify the name of the organization here) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that we fulfill all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Thanking you,
Yours faithfully,**(Signature, Date & Seal of Authorized Signatory of the Bidder)**

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

Certificate by Chartered Accountant on letter head

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

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

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:
Rs Lacs
- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs Lacs
- 3. For Enterprises (having EM-Part-II / UAM):** Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs.Lacs {as notified in MSME notification no. S.O. 2119 (E) dated 26-06-2020}.
- 4. For Enterprises (Udyam, registered under Udyam Registration Portal):** Investment in plant and machinery or equipment is Rs.....Lacs and turnover is Rs.....Lacs {as notified in MSME notification no. S.O. 2119 (E) dated 26-06-2020}.

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category {Micro/Small} (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number –

Seal of Chartered Accountant

FORMAT FOR SEEKING CLARIFICATION

Job	SUPPLY OF FERRIC CHLORIDE (40%) AND LIME POWDER (80%) AT BHEL PSER'S 2X660 MW, MAITREE SITE, BANGLADESH ON FOR DESTINATION BASIS.			
Tender No	PSER:PUR:PMX:398(IV):015 (ENQ:22:PP:0015:PUR:16) DATE: 12/05/2022			
Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS

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> <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> <p>i) Supplier tampers with tendering procedure affecting ordering process.</p> <p>ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL.</p> <p>iii) after placement of order, Supplier fails to execute the contract.</p> <p>iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive.</p> <p>v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.</p> <p>vi) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.</p>
1.4	Banning across BHEL shall be imposed in following cases, if
1.4.1	<p>i) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL.</p> <p>ii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.</p> <p>iii) 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.</p> <p>iv) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.</p> <p>v) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.</p> <p>vi) The Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.</p> <p>vii) 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.</p> <p>viii) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.</p>
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

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

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: **PSER:PUR:PMX:398(IV):015 (ENQ:22:PP:0015:PUR:16)** DATE: 12/05/2022,

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

Tick (✓) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

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

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PART - F**GENERAL TERMS & CONDITIONS OF REVERSE AUCTION**

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL shall be resorting 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. *Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA.*
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 for participation in the reverse auction.
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 /e-mail the Compliance form (annexure III) 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" which is inclusive of all cost elements in line with terms & conditions of the tender 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, (Annexure VI) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. *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.*
12. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. 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 for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL and the results of the RA scrapped/ aborted.
13. *Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying techno-commercially.*

In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	BHEL STANDARD TERMS	Bidder's confirmation	Remarks
1.	<p>Our requirement will be used at at BHEL-PSER's 2X 660 MW, Maitree STPP, Bagerhat, Bangladesh.</p> <p>Techno-commercial & Pre-Q bids shall be opened first & afterwards price bid shall be opened for qualified bidder(s), who have qualified in Techno-commercial & Pre-Q bids.</p> <p>Tenders will be received up to 14.00 Hours on the said due date.</p> <p><u>If the vendor submits offer i.e. Technical & Price bid together in single attachment, the offer shall be liable for rejection.</u></p> <p><u>Price should be submitted as per tender format only & uploaded in the price section.</u></p> <p>Note: In order to maintain sanctity of the tender system, it is advised that one Agent cannot represent two suppliers or quote on their behalf in a particular tender.</p> <p>In the tender, either one agent on behalf of the principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for same item/product.</p>		
2.	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened".		
3.	<p>BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained.</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>		
4.	The equipment offered shall be strictly conforming to the specification and for complete unit.		
5.	No offer for individual accessories or part machinery will be accepted.		
6.	<u>PAYMENT TERMS:</u> Shall be as per SCC of tender. No advance shall be paid. Payment shall be paid in INR only.		
7.	<u>WARRANTY/GUARANTEE:</u> As specified in SCC OF TENDER.		
8.	<u>DELIVERY TERMS:</u> As specified in SCC OF TENDER.		
9.	<u>DISCOUNTS:</u> Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.		
10.	<u>LIQUIDATED DAMAGE/PENALTY CLAUSE:</u> As specified in SCC OF TENDER.		
11.	<p>a. <u>SECURITY DEPOSIT BANK GUARANTEE(SDBG):</u> Not Applicable</p> <p>b. <u>PERFORMANCE BANK GUARANTEE (PBG):</u> Not Applicable</p>		
12.	<p>The sealed tenders super scribing tender number and due date should be addressed to:</p> <p>Deputy Manager/Purchase, Bharat Heavy Electricals Limited, PSER, BHEL BHAWAN, DJ-9/1, SALT LAKE, SECTOR-II, KOLKATA - 700 091, India.</p>	Not Applicable	
13.	<u>INSPECTION:</u> As specified in SCC OF TENDER.		
14.	<u>CONSIGNEE DETAILS OF THE EQUIPMENT :-</u> As specified in SCC OF TENDER. All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.		
15.	The manufacturing progress will have to be furnished to us periodically in the form and manner required by us.		

16.	Supplier must submit with their offer list of customers (with their full address and their purchase reference number) to whom they have supplied similar machine in the past five years. The year of supply should also be indicated.		
17.	The quotation should be valid at least for a period of <u>NINETY (90) DAYS</u> from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.		
18.	<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.		
19.	<u>ARBITRATION & CONCILIATION</u>		
19.1	<u>ARBITRATION :</u>		
19.1.1	Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 19.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English. The Arbitrator shall pass a reasoned award. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 19.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.		
19.1.2	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.		
19.1.3	The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the		
पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220			Page - 16 of 28

	Arbitrator.		
19.1.4	Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.		
19.2	<p><u>CONCILIATION:</u></p> <p>If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC (as available in www.bhel.com). The Procedure 2.3 together with its Formats (as available in www.bhel.com) will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.</p> <p>The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 (as available in www.bhel.com) to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 (as available in www.bhel.com) with effect from the date as intimated by BHEL to it.</p>		
19.3	<p><u>No Interest payable to Contractor</u></p> <p>Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.</p>		
20.	<p><u>JURISDICTION :</u></p> <p>All disputes or differences arising out of or in connection with the Purchase Order shall be subject to the exclusive jurisdiction of Courts (pecuniary or territorial) viz Commercial Court Rajarhat/ District Court Barasat (24 PGN North) as the case may be and Calcutta High Court at Kolkata</p>		
21.	<p><u>RIGHTS OF BHEL:</u></p> <p>(A) To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.</p> <p>(B) To terminate the contract or withdraw portion of work/supply and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:</p> <ol style="list-style-type: none"> i) Contractor/Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/supplier including unexecuted portion of work/supply does not appear to be executable within balance available (#) period considering its performance of execution. ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. 		
<p>पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)</p> <p>POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091</p> <p>फैक्स/Fax: (033) 23211960 फ़ोन/Phone: बोर्ड/EPABX: 23398220</p>			Page - 17 of 28

	<p>iii) Non-completion of work/Non-supply by the Contractor / Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/supplier.</p> <p>iv) Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier.</p> <p>v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL.</p> <p>vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.</p> <p>(#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.</p> <p>(C) Risk & Cost Amount against Balance Work: Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/Supply (*) as per rates of new contract B= Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). (*) Balance scope of work / supply (in case of termination of contract): Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount.</p> <p>(D) LD against delay in executed work/ supply in case of Termination of Contract : LD against delay in executed work / supply shall calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor / supplier. For this purpose, contract value shall be taken as Executed Value of work / supply for the purpose of limiting the maximum LD value. Method for calculation of "LD against delay in executed work / supply" is given below. i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier = T1 ii) Let the value of executed work / supply till the time of termination of contract= X iii) Let the Total Executable Value of work / supply for which inputs/fronts were made available to contractor / supplier and were planned for execution till termination of contract = Y iv) Delay in executed work / supply attributable to contractor/supplier i.e. T2=[1-(X/Y)] x T1 v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as period of delay attributable to contractor/ supplier.</p> <p>(E) Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor. Following sequence shall be applicable for recoveries from contractor / supplier on whom risk & cost has been invoked, after informing the contractor / supplier of the total proposed recovery :</p>		
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	<p>a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract.</p> <p>b) Demand notice for deposit of balance recovery amount shall be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.</p> <p>c) If contractor / supplier fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:</p> <p>i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery.</p> <p>ii) If recovery cannot be made out of dues payable to the contractor / supplier as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor / supplier.</p> <p>iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.</p>		
22.	LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS		
i)	Bank Guarantee: Non submission of 10% BG (if applicable) will attract 10% loading on the offers.		
ii)	Penalty Clause: Non acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.		
iii)	For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.		
23	Note: The offers not complying the above Terms & Conditions will not be accepted.		

Note:

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

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

PART-C: TECHNICAL SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT1. List of chemical

SL. No.	Chemical required	TOTAL QTY REQUIRED	UOM	Packing type	Schedule Requirement
1	Ferric Chloride, (FeCl ₃) (40% concentration)	349110	KG	Drum	1 st Lot (approx.-100000 Kg) on immediate basis Balance – Progressively within 3 months
2	Lime Power (80 %)	49575	KG	Bags (To be packed either in container or in wooden pallets covered with tarpauline).	Progressively within 3 months

2. Delivery Period – Material (Each Lot) shall be dispatched within 10 days from the date of issuance of MDCC from BHEL/BIFPCL. Manufacturer test certificate shall be submitted within 7 days of written intimation received from BHEL & MDCC shall be issued based on submission of Test Certificate of Manufacturer. No material should be dispatched before getting MDCC from BHEL/Customer.
3. Contract Period – The contract period shall be for a period of 3 months from the date of PO.
4. The Customer and/or BHEL may depute their representative for witnessing the test. In Case Customer and/or BHEL decide to witness the test then Material shall be tested at a lab recommended by BHEL/Customer or consultant before dispatch. Sample collection for the same may be done in presence of Customer/BHEL. However, the concentration of all chemicals shall again be verified at site. In case concentration/quantity found lower/less as per the requirement, the successful bidder to dispatch the replacement within 15 days failing which BHEL reserves the right to procure the same at the risk & cost of successful bidder.
5. Test certificate along with manufacturing report containing manufacturing date, shelf-life period and expiry date shall be submitted for the issue of MDCC.
6. MSDS, Test certificate, manufacturing report to be furnished along with supply.
7. Transit insurance shall be in BHEL scope. Successful bidder shall submit copy of invoice, LR/RR/GR & packing list immediately after dispatch.
8. Quantity Variation: $\pm 10\%$ of the total order value.
9. Bill to: - BHEL, PSER, DJ-9/1, SECTOR – II, SALT LAKE, KOLKATA – 700091
10. **Ship To/ Consignee: -**
Managing Director, Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh
11. **Delivery Address:**
Site In-charge,
Bangladesh-India Friendship Power Company (Pvt.) Limited,
2x660 MW Maitree Super Thermal Power Project,
PO-Kalekkharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh
Contact No.: +8801678582823
12. **Way bill:** By Vendor
13. **PVC, ORC & Rate Revision** – Not Applicable
14. **Paying Authority:**
AGM/Finance
Bharat Heavy Electricals Ltd.,
Power Sector Eastern region, BHEL Bhawan, Plot No. DJ – 9/1, Sec-II, Karunamoyee,
Salt Lake, Kolkata, West Bengal-700091, India.
15. Each package should have the following inscriptions legibly and clearly:
Destination: MSTPP/ Bangladesh
Package number: BHEL/MTR/BD/PSER/XXXX/YYYY; Where: XXXX stands for vendor name/code and YYYY stands for package sl. no.
Gross and Net weight:
Handling marks: and
Delivery marking: BIFPCL, 2X660MW MSTPP, BANGLADESH.
EPC SUCCESSFUL BIDDER: BHEL, INDIA

16. PAYMENT TERMS:

- a) 90% of basic payment shall be released against dispatch of material within 45 days from the date of shipping bill/Bill of Lading against submission of the following documents -
1. Indian GST complaint Invoice in original, duplicate & triplicate
 2. Material Dispatch Clearance Certificate (MDCC)
 3. Original copy of Lorry Receipt (LR)/ Railway Receipt (RR) in India or Bangladesh, as applicable
 4. Packing List in 3 (three) originals
 5. Copy of Shipping Bill / Bill of lading filed with the Indian customs (if any)
 6. Consignment note. (if any)
 7. Certificate of Origin issued by Chamber of Commerce (if applicable)
- b) Balance payment including GST to be paid within 45 days from the date of receipt of the following documents:
1. Copy of Original GST complaint Invoice as mentioned above.
 2. Copy of SRV/MRC (Site/ Store Receipt Voucher/ Material Receipt Certificate)
 3. Bill of entry filled with the Bangladesh Customs (if applicable)
- c) Payment shall be made from BHEL PSER Kolkata/HQ in INR. No advance shall be paid. Payment shall be made on the basis of actual quantity of material received at BHEL site.

All the documents of title i.e. Original LR, RR & Shipping Document (by Barge) should be submitted by vendor in case of multi modal transport i.e. part transportation by Lorry (Intra State - From Factory to Railway Siding/port at origin and Railway Siding/port to Project Premises at Destination) and part transportation by Railway/barge, as applicable.

17. LIQUIDATED DAMAGE (LD):

Subject to force majeure, if vendor fails to supply material as per aforesaid Delivery Schedule, BHEL shall have the right to recover as penalty as below:

Penalty on delay in supply will be applicable to the delays attributable to the vendor. The rate of penalty shall be @0.5% per week of delayed material value (For which written intimation has been sent from BHEL) as applicable subject to maximum of 10% of total PO value.

In case of LD recovery, the applicable GST shall also be recovered from vendor.

18. TAXES, DUTIES, ETC

18.1	Indian GST:
18.1.1	All taxes excluding GST along with Cess (as applicable) but including Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by you and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by you. Your accepted rates/ price shall be inclusive of all such requirements.
18.1.2	GST along with Cess (as applicable) legally leviable & payable by you as per GST Law, shall be paid by BHEL, extra. Hence, you shall not include GST along with Cess (as applicable) in your accepted rates/ price.
18.1.3	You shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by you on BHEL for this project/ work.
18.1.4	Since GST on output will be paid by BHEL separately as enumerated above, your accepted rates/ price should be after considering the Input Credit under GST law at your end.
18.1.5	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills (RA bills) unless exemption certificate from the appropriate authority/ authorities is furnished.
18.1.6	TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills (RA bills).
18.1.7	You shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.

	<p>BHEL GSTN - 19AAACB4146P1ZC</p> <p>Name - BHARAT HEAVY ELECTRICALS LIMITED</p> <p>Address - Power Sector Eastern Region, Plot No. 9/1, DJ- Block, Sector II Salt Lake City, Kolkata -700 091</p>
18.1.8	<p>You shall intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances.</p> <p>Portal address- Shall be intimated later and Email address – Shall be intimated later.</p> <p>Specific details of above shall be intimated to you by BHEL at appropriate juncture.</p>
18.1.9	In case of delay in submission of above mentioned documents on the date of dispatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from you, in case such delay is not attributable to BHEL.
18.1.10	In case of raising any Supplementary Tax Invoice (Debit/ Credit Note), you shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
18.1.11	You shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, you shall also ensure prompt delivery of goods after despatch.
18.1.12	You shall note that in case GST credit is delayed/ denied to BHEL due to delayed/ non receipt of goods and/ or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from you along with interest levied/ leviable on BHEL, as the case may be.
18.1.13	You shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. You shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from you along with interest levied/ leviable on BHEL.
18.1.14	<p>You, however, must ensure that the reduced/ concessional rate of GST as applicable for penultimate exporter vide Notification No. 41/2017-Integrated Tax (Rate) dtd. 23-10-2017, Notification No. 40/2017-Central Tax (Rate) dtd. 23-10-2017 or similar Notification issued by any State/ Union Territory GST Authority is levied along with all the necessary compliances. The documents/ undertaking required for availing concessional rate of GST shall be made available by BHEL to you before, during or after export of goods from India.</p> <p>You shall also issue suitable instruction to your C&F agent to comply with relevant conditions for compliance of Notification as issued by the tax authorities from time to time.</p>
18.1.15	BHEL intends to claim rewards under 'Merchandise Exports from India Scheme (MEIS)' also intends to claim Duty Drawback under the Customs Act, 1962. The supplier should instruct their C&F agent to ensure availability of these benefits to BHEL.
18.1.16	<p>You shall instruct C&F agent engaged by you to ensure mentioning of your GSTN in the "Shipping Bill" to be filed by you.</p> <p>Bharat Heavy Electricals Ltd is registered with "Engineering Export Promotion Council of India (EEPC India). The copy of valid Registration Cum Membership Certificate shall be provided to you.</p>
18.1.17	The C&F Agent engaged by you shall be suitably instructed by you to send a copy of the Shipping Bill (which shall contain your GSTN and Invoice No.) and Export General Manifest (EGM).
18.1.18	<p>Way Bill: You shall arrange for way bill/ e-way bill for any transfer of goods for the execution of the contract.</p> <p>You have to make your own arrangement at your cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by you and BHEL will not supply any Road Permit/ Way Bill for this purpose.</p>

18.1.19	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.								
18.1.20	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.								
18.2	Import in Bangladesh:								
18.2.1	<p>You may please note that import for the project shall be in the name of our Employer/ Owner of the Plant/ Project and such import other than Office and Household Equipment shall be exempted from payment of Customs Duty, VAT & Supplementary Duty as per S.R.O-73 dtd. 19-03-1997. Also Regulatory Duty (RD), Advance Trade VAT (ATV) & AIT are exempted/ not applicable.</p> <p>Further, any documentation needed for facilitating the Imports like Bill of Entry, Bill of Lading, Packing List, Certificate of Origin etc. will be submitted by you in reasonable time having regard to the time for delivery of the work and the time for completion.</p> <p>Documents required for import clearance at Bangladesh Customs shall be provided/ arranged by BHEL from Customer based on your documents as above.</p>								
18.2.2	However, if any of the taxes as mentioned above are paid by you as per the extant law in force in Bangladesh, the same shall be reimbursed at actuals subject to production of documentary evidence in support of such payment. However, you shall obtain prior approval of BHEL before deposition of such taxes.								
18.2.3	<p>You shall note that the Commercial Invoice must contain the 'Bill to'; 'Ship to'; 'Consignee'; details as below:</p> <p>Bill to: -</p> <table border="0"> <tr> <td>NAME</td><td>Bharat Heavy Electricals Limited</td></tr> <tr> <td>ADDRESS</td><td>Power Sector Eastern Region,</td></tr> <tr> <td></td><td>Plot No. 9/1, DJ- Block, Sector II</td></tr> <tr> <td></td><td>Salt Lake City, Kolkata -700 091</td></tr> </table> <p>Ship to/ consignee Details: -</p> <p>Elsewhere mentioned in the Tender Document</p>	NAME	Bharat Heavy Electricals Limited	ADDRESS	Power Sector Eastern Region,		Plot No. 9/1, DJ- Block, Sector II		Salt Lake City, Kolkata -700 091
NAME	Bharat Heavy Electricals Limited								
ADDRESS	Power Sector Eastern Region,								
	Plot No. 9/1, DJ- Block, Sector II								
	Salt Lake City, Kolkata -700 091								
18.2.4	You should correctly and accurately classify all the materials, supplies, equipment, tools and other articles to be shipped under the subject purchase order as per the Harmonized Commodity Description and Coding System. You may refer the website of Bangladesh Customs Authority in this regard (http://www.bangladeshcustoms.gov.bd/trade_info/operating_center).								
18.2.5	You shall promptly unload the materials, supplies, equipment, tools and other articles.								
18.2.6	<p>You shall be responsible for import of all permanent imported items including freight forwarding, custom clearance on both side at India & Bangladesh, port handling, port charges and C&F commission & your offer Price should consider Demurrage, Landing fee and Additional Border Charges, and various other charges/ fees imposed by the Customs Authority, Port Authority or any other authority.</p> <p>No extra payment shall be paid by BHEL in this regard. The price shall be FO.R. Site as such and shall be inclusive of all such requirement.</p>								

PRICE SCHEDULE (UNPRICED)

PLEASE REFER

E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>

PRICE SCHEDULE

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PART-H:**FORMS AND PROCEDURES****F-01****RTGS FORMAT****Form for getting payment through RTGS (Real Time Gross Settlement)**

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

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

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH
DATE & SEAL

CONFIRMATION BY BANKER WITH
OFFICE SEAL

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

F-02**VENDOR DETAILS**

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

SIGNATURE OF THE BIDDER WITH DATE & SEAL

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

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

SIGNATURE OF THE BIDDER WITH DATE & SEAL