



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

14th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai - 400005.

Phone: 022-22171305/333/303/342/301/201/203/205

No.RE/MUM/EXP/ES-1913

Date: 28/08/2019

To,
M/s _____

Dear Sirs,

Sub: Customs clearance and Ocean freighting of Export Project Cargo from Mumbai Port/ Chennai Port/JNPT to Tartous/Latakia port, Syria.

BHEL, a Power Equipment Manufacturing Company, intends to export power plant project cargo to Syria. Your most competitive offer is invited for the subject transportation on the following terms and conditions. The tender comprises of:

Sn	Name of Sections	Section	Sn	Name of Annexures	Annexure no
1	General Information	I	1	Declaration of port conditions	1
2	Scope of Work	II	2	Integrity Pact Agreement	2
3	Instruction to bidders	III	3	Daily Status Report format	3
4	Special Conditions	IV	4	Information of Bank	4
5	General Terms and Conditions	V	5	Application form	5
6	Techno Commercial Bid	VI	6	Details of work order's	6
7	Price Bid	VII	7	Packing List with Drawings	7
8	Compliance Letter	VIII	8	BG format for EMD	8
9	Abbreviations used	IX	9	List of MUs	9

The offers shall remain valid for 3 Months for acceptance from the due date of tender and any extension thereof. The bidders are required to submit their most competitive offers complete in all respect and as per Instruction to Bidders in section III in two parts i.e Technical Bid (Part1); Price Bid (Part 2) through online E-procurement portal <https://bhel.abcpurchase.com> only. The offer should comply with the entire tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened. No other forms of offer like Hard copy; emails etc will be accepted. Bidders must submit their E-offer for the above on or before due date of tender ie **15:00 Hrs, 05/09/2019** through online E-procurement portal <https://bhel.abcpurchase.com>. Technical offers (Part-1) shall be opened online on **05/9/2019 15:30 Hrs** or at extended time thereof. Price Bids (Part –II) of the bidders who meet the technical conditions only will be opened on online e-procurement only after due intimations to the qualified bidders.

BHEL reserves the right to go for Reverse Auction (RA) for finalization of this tender instead of opening of price bids i.e (Part II) for the technically qualified bidders. However, the bidders are advised to quote their most competitive rates in the price bid. The Reverse Auction of technically qualified bidders shall be held through a separate service provider. Successful bidder shall be responsible for completion of the contract in all respects.

Thanking you,

Yours faithfully

For **BHARAT HEAVY ELECTRICALS LIMITED**

End: SECTION I to IX and Annexure 1 to 9

Section I

GENERAL INFORMATION

BHEL intends to appoint a Contractor for Ocean freighting of Export Project Cargo from Mumbai/Chennai Port to Tartous/Latakia port, Syria. There are different sets of cargoes (arriving in multiple lots) subject to a variation as mentioned at Section II, Scope of work, in a time span of 6 Months approx. starting from September 2019 tentatively. The Cargo quantity Volume/weights indicated are tentative which may vary as indicated in NIT with no contractual and legal binding on BHEL.

Other Details and Contact Persons:

Sno	Name and Address	Phone Nos. & Email
1	BHEL ROD Mumbai address and contact: Mr. A.K. Vajpeyi, General Manager (ROD Western Region) Mr. Sanjeev Shikhare, Sr. Dy. General Manager (Export) Mr. Vishwa Chandan, Dy. Manager (Exports) Mr. P.Z Salvi, Sr. Executive (Exports)	Regional Operations Division, Bharat Heavy Electricals Ltd., 14/15 th Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra, India Ph No. 022-22171301/342 Ph No. 022- 22171201/202/203/205 Email : akv@bhel.in Ph No. 022- 22171301 Email : rodsds@bhel.in Ph No. 022- 22171342 Email : vishwa.chandan@bhel.in Ph No. 022- 22171371 Email : salvi@bhel.in
2	BHEL ROD Chennai Address & Contact: (For Execution of shipments being dispatched through Chennai port) Mr. P Ravishankar General Manager Mr. P.Babu Pitcheshwar, Additional General Manager Mr. S.S Rajan Additional General Manager	BHEL ROD, CHENNAI Address: 6 th Floor , EVR Building, No. 690 (old 474), Anna salai, Nandanam, Chennai 600035, Tamilnadu, India Ph: 044-28161292 Email: prs@bhel.in Ph: 044-24374302 Email: pbpwar@bhel.in Ph: 044-24374303 Email: ssrajan@bhel.in
3	Terms of Delivery:	CIF Tartous/ Latakia Port basis.
4	Consignee	For L/C no: ILC0105/00800/10 (Exim Bank Financed portion) CBS, Br No. 5, Damascus, Syria Notify to – 1. Commercial Bank of Syria, Br No. 5, Damascus, Syria LC NO. ILC0105/00800/10 2. “Public Establishment of Electricity for Generation” (PEEG), Damascus, Syrian Arab Republic. For L/C no: ILC0105/00143/10 (PEEGs own Fund) CBS, Br No. 5, Damascus, Syria Notify to – 1. Commercial Bank of Syria, Br No. 5, Damascus, Syria LC NO. ILC0105/00143/10 2. “Public Establishment of Electricity for Generation” (PEEG), Damascus, Syrian Arab Republic.

		(All B/Ls should be marked "FREIGHT PREPAID") Freight forwarder B/L is not acceptable.
5	Quantum of cargo	From Mumbai: 3865 FRT inclusive of HL of 282 MT. For Chennai cargo: 12077 FRT Also refer variation clause in scope of work
6	Tentative date of supply	September 2019 Onwards
7	Due date & Time of submission of EMD	5/09/2019 AT 15:00 HRS
8	Date and time of opening of Technical Bid (Part I) of tender	5/09/2019 AT 15:30 HRS
10	Date and time of opening of (Price) Part II	To be intimated later via E_tender portal
11	Name and Address of concerned persons of E-procurement agency	E-PROCUREMENT TECHNOLOGIES LTD BHEL e-Procurement Helpdesk e-Procurement Technologies Limited B- 704/705, Wall Street – II, Opp. Orient Club, Ellisbridge, Ahmedabad – 380006, India. Phone: +91-79-68136809 68191 6867 6823 (Monday to Friday between 10:00 AM to 07:00 PM (IST) & Saturday between 10:00 AM to 4:00PM (IST)) Email: Bhel.Support@abcprocure.com Web : https://bhel.abcprocure.com
12	Name and Address of concerned persons for technical help, if any with regard to E_procurement portal	Mrs. Pallavi Gupta (Senior Engineer-Imports) BHEL-ROD Mumbai, 14/15 th Floor WTC 1, Cuffe parade Mumbai - 05. Ph : 022-22171355, Email: pallavi.gupta@bhel.in
13	Value of Cargo	INR 260 Cr (Approx.)
14	Name of the independent External Monitor	1. Shri Arun Chandra Verma, IPS (Retd.) Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.) Email: acverma1@gmail.com 2. Shri Virendra Bahadur Singh, IPS (Retd.) H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow 6 226010 Email: vbsinghips@gmail.com
15	10 days advance Cargo arrival Notice before arrival of cargo at discharge port to be issued to :	1} Dr. M. Alsaad, Power Plant Construction Manager, Public Establishment of Electricity for Generation (PEEG), Ministry of Electricity, Damascus, Syrian Arab Republic M:+963 932974321 Email : mhmdalsaad@gmail.com & peeg@peeg.gov.sy 2} BHEL Site Office: Mr Shariq Shamim, Sr Manager Email: shariq.s@bhel.in Syria Mobile +963-959523608 3} BHEL IO office email ID : a. Mr. NC Saini : saininc@bhel.in , b. Mr. Piyush Agarwal : piyush.agarwal@bhel.in c. Mr. Saurabh Johri: sjohri@bhel.in d. Mr. Vikas Kamal : vikas.kamal@bhel.in 4) Respective unit representative as given in Annexure-9 and at slno 1 above.

SECTION II

SCOPE OF WORK

Cargo Description: Project cargo subject to a variation as mentioned at variation clause mentioned hereunder (no contractual or legal binding on BHEL regarding cargo volume) has to be transported to Tartous/ Latakia port, Syria. The contractor will have to receive all the cargoes at load port and deliver it to Tartous/ Latakia port, Syria on CIF basis.

There were two sets of cargo.

- (i) The first set of cargo comprises of 3865 FRT shall be received at **Mumbai port**. It is inclusive of HL 282 MT Stator. There shall be 2070 FRT of general cargo and 1513 FRT of ODC cargo. The details of cargo are as per attached packing list. Bidder has to receive the cargo arriving at Mumbai port/ or their choice of warehouse, custom clearance, all handling and ocean freighting till Tartous/ Latakia port Syria. Most of the cargo will go in Break Bulk vessel however some of the cargo may require to be shipped in container in case of urgency and will be executed as per price bid schedule.
- (ii) The second set of cargo comprises of 12077 FRT shall be received at **Chennai port**. There will be 11426FRT of general cargo and 651 FRT ODC. The details of cargo are as per attached packing list. Bidder has to receive the cargo arriving at Chennai port/ or their choice of warehouse, custom clearance, all handling and ocean freighted till Tartous/ Latakia port Syria. Most of the cargo will go in Break Bulk vessel however some of the cargo may require to be shipped in container in case of urgency and will be executed as per price bid schedule.

Bidders are advised to be aware and collect data on local site conditions / Weather conditions/ route feasibility to site/ Local social issues/ Local labor issues/ Local political issues/ Geo-political situation/ Work Culture/ Weekly holidays/ festivals Holidays/ local laws both at load/discharge port etc.

Tentative Schedule of cargo/Shipment plan:

FY 2019-20	Load Port	Unit supplies	Tentative minimum lot availability
Quarter-2	Mumbai	Haridwar/Bhopal and Hyderabad Unit	1000 FRT
Quarter-3	Chennai	Trichy/Piping center and Ranipet Unit	4000 FRT
Quarter-4	Chennai	Trichy/Piping center and Ranipet Unit	4000 FRT
Quarter-4	Mumbai	Haridwar(heavy Lift)/PEM/Jhansi Unit	1000 FRT

From above schedule the bidder is expected to arrange vessel in Month of September 2019 for 1st lot at Mumbai port.

Variation

Tentative overall quantity of shipment is envisaged as 15660 FRT and 282 MT Heavy Lift. The total quantity/dimension/weights variation in general and ODC shall be limited to 15660FRT +/-20%. The dimension/weights variation in HL is +/- 10%. For Variation in HL beyond 10% of weight i.e 282 MT, payment shall be made on prorata basis. The overall contract Value shall be limited to +/- 30%.

The brief scope of work in line with Price bid (Section VII) schedule covers the following:

Price Schedule A1 to A5

Applicable activities involved in Consolidation of cargo (GC/ODC/HL/Containers) from receiving till

loading on Vessel/ including Custom Clearance at Load Port (Chennai/Mumbai/JNP)
<ol style="list-style-type: none"> 1. Receiving of Cargo from BHEL Units/ BHEL Vendors at load port. 2. Unloading and Consolidation of Cargo at carting /storage area at load port/ warehouse/CFS of bidders choice including inter and intra Carting. 3. Loading on vehicle and Transportation to vessel. 4. Collection of all requisite original documents from respective ROD office. 5. Measurement/Weighment of Cargo from Licensed Measurer/surveyor. 6. All Custom clearance activities at applicable Load Port including fumigation of wooden packages. 7. Arrangement of suitable vessel for ocean freighting from load port to destination port. 8. All handling activities. 9. Loading on Vessel at load port. 10. Issue of clean on board BL immediately on sailing of vessel from Chennai port

Price Schedule B1 to B5
Applicable activities for cargo (GC/ODC/HL/ Containers) from load Port(Chennai/Mumbai/JNP) to destination port of Syria on CIF basis.
<ol style="list-style-type: none"> 1. Ocean freighting of Cargo from Chennai Port to Tartous/ Latakia port Syria. 2. Safe discharge of cargo and issue of DO to consignee at discharges.

The scope of work will consist of above but may not be limited to the following indicated jobs:-

Bidder scope of work for performance of activities listed above:

The Bidder shall ensure and be responsible for the following for the smooth execution of various activities listed from Schedule A to D above. The cost incurred for carrying out of following activities will also be in the Bidder's scope and to form part of price and BHEL in any way shall not be responsible for the same.

1. Hire charges / any other charge to provide space at applicable Load Port.
2. Hire charges / any other charges including all charges for loading and unloading for arranging Cargo / Heavy Lift handling equipment's at all locations wherever required.
3. Cost incurred for ensuring Safe & Secure upkeep of Cargo.
4. Cost of Survey of cargo at the time of receipt of cargo.

Responsibilities & duties of Bidder:

1. Any claim rejection by Insurance authority due to negligence and other reason attributable to Bidder shall be on Bidder's account.
2. The Bidder shall ensure the availability of all export documents required for lodgement of export benefits. In case of any failure and rejection of export benefit by any agency due to non-submission of required documents for the reasons attributable to Bidder, shall be on Bidder's account.
3. Coordination with BHEL, port authorities, customs authorities, surface ministry etc.
4. All other documentations required for smooth custom clearance.
5. Co-ordination with respective transport authority for smooth movement of Vehicle like entry permit, way bill/road permit, etc. including any taxes & duties, levies, charges, etc. to be paid in India as well as Syria shall be on Bidder's Account.
6. Bidder shall acquaint himself load port and discharge port , if felt necessary, with the conditions prevailing at ports before submission of the bid. Bidder should acquire full knowledge & information about route and local conditions prevailing at ports in Syria as well as in India and in together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid..

The Detailed scope of work covers the following:

- 1.1. Arrangement for suitable free carting area in or around load port or in load port to receive and consolidate cargo from BHEL MUs or BHEL's vendors.

- 1.2. The Bidder shall arrange for unloading of the cargoes received at their chosen free carting /storage area and issue proper receipts to the transporter. The rent/charges, if any, towards carting/storage area will be borne by bidder.
- 1.3. The Bidder has to ensure the safety of cargo and keep proper record of arrival and dispatch of cargo to/from each port and send daily update to BHEL via email giving details of the packages as well as LR, consigner details, condition of package/s, etc. If required the Bidder shall arrange for destuffing of the cargoes received in containers at their chosen storage area in Port and load empty containers on vehicles and issue proper receipts to the transporter.
- 1.4. The Bidder should make all efforts to ship the cargoes as soon as they are received as per minimum specified consolidation lot possible as mentioned in Transit time definitions in Techno commercial conditions.
- 1.5. The Bidder needs to check and supervise the cargo availability at Port and recheck the dimension of each package available, Conduct pre-shipment survey of packages including measurement by licenced measurer. The pre-shipment survey measurement report will have to be submitted to relevant BHEL ROD Office before finalization of draft BL and also along with the bill raised by bidder. The measurements indicated in the report and BL shall be taken as final dimensions of the cargo.
- 1.6. Bidder has to inform BHEL in advance the input documents required for Export custom clearance and arrange for customs clearance of the materials at load port i.e do all the required formalities like Registration of DEEC license with customs, collection of export documents, processing the multiple shipping bills (**DEEC / drawback etc as the case may be as advised by BHEL from time to time**), dock supervision, facilitation, loading supervision, Customs examination at port, all vessel related formalities including filing of shipping bill etc and providing necessary endorsed documents of export (EP/ EC copy of S/Bills, SDF etc.) including processing of drawback claim and ensure the same is received by BHEL in their bank account, overtime formalities, shipping line dues etc. The details of Bank account of respective manufacturing units for deposit of drawback will be provided at the time of filing S/Bs.
- 1.7. BHEL will monitor, supervise, coordinate, approve checklist, provide authorization and original documents like DEEC licenses etc., receive progress reports, bidder's bill, for all cargo received by Bidder at load port. Coordinating person details are provided in General Information of the tender.
- 1.8. It is the responsibility of the Bidder to ensure that the vessel/s used for sea freighting complies with all the necessary national / international / insurance /safety regulations and its age **is less than 25 years**. The vessel/s used are certified for sea worthiness by Lloyds Register or equivalent and should be as per Institute of Marine Cargo clauses 1 or A and should have requisite permission for berthing at Indian/Syria port. (A shipping company certificate certifying Class/sea worthiness should be given with each BL). The **Heavy Lift Package** must be shipped on **self-gearred** Break-bulk vessels, for the non-heavy lift packages the Bidder can choose the type of vessel/s/vehicle/s depending upon the nature of cargo available. The Break-bulk cargoes should be shipped **under deck** in case of vessel only without any transshipment between the load Port and discharge Port. The vessels arranged should be eligible to call at Syria Ports (the vessels used must comply with the local rules / regulations). The vessels to be arranged on Full Liner in – Full Liner out basis.
- 1.9. Certificate is required to be issued by the Owner Agent or Master of the Vessel carrying the goods, attesting that this vessel is **not ISRAELI & will not call at any ISRAELI PORT** while carrying the goods, & is not banned entry to Syrian Ports for any reason whatsoever according to Syrian Laws & Regulations.
- 1.10. **Bill of Lading should be clean on board B/L stamped by master and/or its agent. Freight Forwarders B/L is not acceptable.**
- 1.11. Incase BHEL desires to **surrender the OBLs** at load port for delivery at Tartous/ Latakia Port, the procedure for B/L surrendering will have to be done by the contractor at no additional cost to BHEL.

- 1.12. Contractor to ensure that OB/L is released on next day of ship sailing date. If handing of OB/L to BHEL is delayed then penalty of **Rs. 2000/- per day** will be charged starting from 3rd day of ship sailing date irrespective of time of sailing.
- 1.13. The bidder has to ensure that all the customs cleared packages are loaded on vessel till the vessel sailing date. If any customs cleared packages are not loaded on the vessel then any demurrage incurred from the vessel sailing date till the next vessel sailing date will be to bidders account. If any package of customs cleared S/B is left behind then the required shut out procedure will be to the bidders account and further a penalty of Rs 1000/- will be levied for each package left behind of customs cleared S/B.
- 1.14. The minimum volume lot quantity shall be 1000 FRT for Mumbai and 4000 FRT for Chennai port for Break-Bulk shipment. Transit time shall start from the date of arrival of last cargo comprising 1000 FRT/4000FRT at respective port.
- 1.15. Further the demurrage at port incurred, if any, after the 15th day of customs cleared packages will also be to bidder account hence the bidder has to ensure that the vessel is arranged within 15 days of accumulation of 1000 FRT/4000 FRT.
- 1.16. **The last package for this project is envisaged till 31st March 2020 +/- 15 days.**
- 1.17. The contractor is free to move heavy lift/s irrespective of accumulation of 1000 FRT at Mumbai. i.e the limit of 1000 FRT will not be applicable to the shipment lot containing above heavy lifts. However transit time shall apply.
- 1.18. The Heavy Lift packages will have to be unloaded or received under hook for loading on vessel by the Bidder. In the event of any exigency the bidder should be in a position to mobilize multiple axle trailer in short notice. Any detention to vessel should be avoided and if incurred, will be borne by bidder. Unloading, stacking and reloading of Heavy lift if not directly loaded under hook on vessel within 5 days of its arrival will be to bidders account. In case the unloading/receiving at under hook is not done by the bidder then, **BHEL shall recover trailer detention charges of Rs 50000/- per day per trailer** starting from the 6th day of arrival at port. Bidder has to ensure vessel arrangement for Roll ON/ Roll OFF/ lift ON / lift OFF of heavy lift. In case of delays the bidder will have to ensure safe storage at port at his own cost till arrangement of vessel for shipment.
- 1.19. Bidder will take all the necessary permissions from the relevant agencies at and outside Port etc. for carting of cargo/ Roll On, Roll off, Lift On, Lift Off activities without any involvement of BHEL. Bidder to obtain necessary permissions/ clearances from all concerned Authorities for transportation of all the materials.
- 1.20. Bidder has to arrange for Loading/unloading of the materials/heavy lifts from the Port, arrange movement and handling of the cargo inside the port, load/unload the cargo on to the vessel arranged by the Bidder. All charges like hook on / hook off, stevedoring / crew and port charges pertaining to the vessel shall be to the bidder's account. Contractor has to deploy appropriate gears depending on the type and nature of our cargo (Gears- Mobile cranes, FLTs, Hydra etc.)
- 1.21. Bidder is free to use his own containers as SOC containers for shipment. In case the cargoes are being shipped in containers from Port, then the Bidder will have to arrange suitable containers, stuff the container, lashing of the cargo transport the loaded container to the vessel and load the containers on the vessel/barge. All charges towards container including THC/handling charges, via/SOC charges/ surcharges, return of empty container etc. has to be borne by the Bidder.
- 1.22. Even in case of COC containers bidders has to arrange suitable containers, stuff the container, lashing of the cargo transport the loaded container to the vessel and load the containers on the vessel/barge. All charges towards container including THC/handling charges, via/ surcharges, etc in bidders scope and shall be paid as per price schedule.
- 1.23. **Wherever COC FR containers are used, the contractor has to give 15 days free detention period else 21 days free containers detention period will have to be given at discharge port.**
- 1.24. In case BHEL gives cargo in SOC containers, the container will be treated as single package and its payment will made as per container volume. SOC surcharge, if any, will be reimbursed as per line tariff on his GST invoice.

- 1.25. Arrange passes for BHEL personnel / insurance surveyor for visit / supervision of the cargo/ loading activity into the vessel, if required.
- 1.26. Arrange all activities for ocean freighting of cargo from load port discharge Port using vessels having good track records of timely delivery.
- 1.27. Bidder must ensure advance/timely filing of Manifest at each port and the same should be without any error. Contractor to ensure there is no IGM/EGM error in custom at discharge/load port. If it found later on that there is IGM/EGM error then contractor has to resolve the issue with custom.
- 1.28. In case of any congestions at load / discharge port, the Bidder to do all necessary work for priority vessel berthing. BHEL shall not be responsible for any vessel idling /Vessel detention charges due to delay in berthing including (1) Delay in allocation of berth at load / discharge port (2) Delay in berthing of the vessel due to non-availability of the customs clearance documents (3) Delay in berthing for want of arrangement of requisite Trucks/ Trailers / Barges/ Crane etc. for direct delivery from the vessel/barge.
- 1.29. All Port Charges (Load Port/transit port in case of containers) shall be to the Bidder's account. Wharfage charges at load port will be borne by BHEL and shall be reimbursed by BHEL against his GST invoice as per port tariff.
- 1.30. The Bidder / his associate must be well versed in customs clearance / import documentation procedures in India and keep the necessary customs clearance paper work ready before cargo arrival to avoid detention / demurrage.
- 1.31. The Bidder must submit proof of intimation given to the BHEL customer/IO overseas office/ destination/Site office or as information provided in General information of Section-I as soon as vessel leaves Indian shores so that OBLs are timely arranged for taking delivery at discharge port.
- 1.32. Bidder shall arrange suitable Security/Escort/Watch and Ward in adequate numbers at the storage area in port. Arrange necessary Material Handling Equipment/facility and suitable manpower for safe loading / unloading / handling of Consignments at Port of Origin.
- 1.33. BHEL representative reserve the right for inspection of any or all operation during transportation, loading/ unloading/ storage / preservation/ packing/ repacking/ lifting/ shifting etc and the bidder will be permitted to proceed with their further program after obtaining clearance from BHEL for the preceding activity, in case BHEL intends to carry out such inspection.
- 1.34. Bidder should ensure timely customs clearance at load port. All the undertakings given to customs and port authorities will have to be cancelled after completion of work. Take necessary permissions from the concerned statutory authorities / Customs / Port etc for movement of the cargo. Payment of statutory levies and other costs for transportation overseas including arranging security escort, if necessary, shall be in Bidder's account.
- 1.35. ODC items during loading/ unloading on to / from the vessel / trailer, properly placing/ holding/ tying/ fastening/ lashing/ securing the consignment on the vessel/Trailer including arranging material for tying/ fastening/ lashing/ securing shall be in Bidder's scope.
- 1.36. Bidder needs to arrange for tarpaulin, rope, wooden or steel sleepers etc. for protecting the consignments from weather / rain right from receipt of the consignment upto delivery point.
- 1.37. Bidder needs to finalize and adhere to the entire transportation schedule so as to meet the project schedule requirement. In case of any damage/disruption to the consignments including ODC/HL en-route, the bidder will ensure appropriate action for its retrieval / recovery and deliver in "As Is" condition after necessary insurance survey.
- 1.38. Bidder needs to coordinate for damage assessment / certification, reporting, lodging First Information Report with local governmental authorities, to coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner / Insurer.
- 1.39. Bidder needs to ensure minimum loading / unloading of the H/Ls through directly unloading the cargo to vessel at port of origin to the extent possible. Any transshipment/ loading/ unloading of any ODC/HLs item has to be done in presence of BHEL representative in coordination with insurance surveyor, if required.

- 1.40. The approximate weight and dimension is enclosed in packing list. Please note that the weights and sizes given are indicative and for guiding the bidder. The actual Dispatch particulars may vary and shall be known at an appropriate stage. Bidder shall not claim any compensation from BHEL towards such variation in actual Dispatch particulars of Consignments.
- 1.41. Bidder shall be allowed to use only those T&P and hardware, which is in excellent working condition, tested for safe operation and adequate in capacity and size.
- 1.42. T&Ps and trailers to be put in to use shall have valid fitness certificate from concerned authorities and required documents issued by government/ road/ water transport authorities for the proposed use.
- 1.43. Bidder shall ensure that all the consignments including ODC/HLs is properly stowed, lashed / bedded /secured during port handling, storage, loading and transportation.
- 1.44. Bidder shall ensure timely and continuous loading of cargo to outgoing Vessel. Any demurrage/detention or associated costs due to delay in loading on to the Vessel, etc shall be to the Bidder's account.
- 1.45. Bidder shall arrange and complete the cargo's examination whenever required. It shall be the endeavor of bidder to minimize the opening of the packed consignment. Opening and repacking (wherever required) shall be carried out as per the supplier's manual, if any and the cost of the same shall be on bidder's account. Bidder will take all precautions that repacking is sturdy enough to withstand all transportation vibration, multiple handlings enroute.
- 1.46. Bidder shall arrange suitable wooden, steel and concrete sleepers, pedestals, stools, winch, temporary supports rollers and guides etc. required for receiving, storing, handling and transporting the said cargo. This requirement will exclude any special handling & transportation structure provided by BHEL.
- 1.47. Bidder shall intimate BHEL, 10 (Ten) days in advance prior to actual sailing date of the vessel for preparation and signing of the requisite documents required by customs & port authorities.
- 1.48. Bidder will work round the clock at the port / storage, if any / en-route anywhere, as required. Bidder shall ensure the timely availability of required quantity of manpower with proper experience, tools and plants at all the places where such activities are to be carried out.
- 1.49. The cost of liaison and coordination with all concerned authorities will be to bidder's account.
- 1.50. Any non-specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in the scope of work at no additional cost to BHEL.
- 1.51. Bidder shall own all risks and responsibility from the time of taking over the cargo / consignment at the starting point/port of origin till safe delivery within the specified transit time.
- 1.52. Bidder should ensure safe custody of materials during transportation and storage, if any, en-route from load port to discharge port. However, Project Insurance will be taken by BHEL for the entire cargo as per Marine Policy.
- 1.53. Bidder shall submit the progress report to BHEL or their authorized representative as per the format to be mutually agreed. Bidder shall submit daily progress report indicating the receipt / dispatch status at port etc. , movement status as on date, constraints if any, etc, **along with plan for next 3 days.**
- 1.54. All necessary statutory, legal and safety requirements shall be complied by the bidder and the bidder shall indemnify BHEL and Owner from any liability on any account caused due to noncompliance of statutory, legal and safety norms of the Government of India/Syria or any of the State Governments. For any damage caused by the breach thereof, the Bidder shall be solely responsible.
- 1.55. Bidder shall ensure availability of competent person with all communication aids (e.g. mobile, e-mail etc.) at Port of Origin to ensure proper coordination of logistics for the entire duration of the Contract and for expediting the operations / documentations related to custom clearance issues.
- 1.56. No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities without causing any delay in transportation. In the event of such occurrence, Bidder shall be

responsible for any penalties levied and shall pay from their own account. Bidder should be well informed about the procedural and documents requirement for such works.

- 1.57. Wherever 'MU' is mentioned, it shall mean BHEL Manufacturing Unit.
- 1.58. **Port of Origin** or load port implies Port of Mumbai/Chennai/ JNP in India or any other nearby location where RORO operation can be performed.
- 1.59. **Port of Discharge** or discharge port implies Port at Tartous/ Latakia or any other nearby location where RORO operation can be performed.
Note: RO-RO means unloading of consignment from vessel/barge to jetty and vice versa
- 1.60. Bidder has to ensure timely payments to their counterpart/associate in Syria/India to meet the timely project schedule.
- 1.61. Bidder has to submit declaration for conforming to origin/ destination conditions as per **Annexure-1** that they are aware of the port conditions.
- 1.62. Bidder has to assign at least one dedicated official for the contract, who will co-ordinate with BHEL, on daily basis for all activities. Bidder to provide Name, Phone, email details within 3 days of receipt of LOA.
- 1.63. For Heavy lift or single shipment value of cargo above 50Cr the bidder has to arrange/coordinate for insurance survey at the time of loading at load port, unloading at discharge port and submit survey report to BHEL immediately after the cargo is loaded/unloaded on/from the vessel. The surveyor will be nominated by BHEL/BHEL underwriter and payment to this surveyor will be made by BHEL/BHEL underwriter. Bidder to provide all ship details in advance as required by the underwriter and provide documents like Vessel Stowage Plan, Sea Fastening Plan and Calculations, Logistics Plan and any other document required by underwriter. Surveyor will attend/inspect and approve the packing, loading, stowage and lashing arrangements on the carrying vessel including unloading arrangement thereafter. All recommendations of the surveyor are to be complied with.
- 1.64. If the packages at the time of arrival are not sea worthy then bidder should raise timely alarm and take corrective action with BHEL/BHEL vendor. Under no circumstances the bidder will receive Non seaworthy packages for shipment. The contractor should ensure seaworthiness of pkgs before 7 days of arrival of vessel & ensure its acceptance by Captain of the vessel. No vessel detention or dead freight for rejection by captain will be considered.
- 1.65. Bidder will submit his bills for his freight payments for cargo despatched from Chennai port to ROD Chennai Office.
- 1.66. Bidder will submit his bills for his freight payments for cargo despatched from Mumbai/ JNP port to ROD Mumbai Office.
- 1.67. **Where ever, the minimum specified accumulation cargo at relevant port is delayed beyond 30 days after arrival of first cargo at Mumbai port, the shipment are to be made as follows:**
 - a. **Upon BHEL's instructions, the shipment is to be made in Containers upon such instructions.**
 - b. **The Freight shall be paid only for the cargo shipped as per the container used.**
 - c. **In such cases, the transit time of 15 days shall start from the date of last shipping bill out of charge in the lot at JNPT.**
 - d. **The back to town charges will be borne by the bidder, if any.**
- 1.68. Bidder to ensure all wooden packages are fumigated as per the requirement of customs, and providing Phytosanitary Certificate and all related cost of the same should be included in the price bid.
- 1.69. The bidder must ensure necessary co-ordination, follow-up, Cargo movements, documents flow for customs & other procedural requirements so that no penalty/additional financial liabilities are accruing during execution. Bidder shall be solely responsible for such penalties/additional financial implications, if any.
- 1.70. Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs.

SECTION III

INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <https://bhel.abcprocure.com>
2. The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
3. The price offer is to be submitted online on E-Tendering Portal at the web address mentioned above. The price offer must be made only in the formats enclosed with this tender.
4. The offers shall be kept valid for a period of 3 month from the date of opening of the tender.
5. It shall be responsibility of the contractor that their agents ensure proper working in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
6. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
7. **The offers shall include.**

a. Techno Commercial Bid (Part 1)

- i. The techno commercial bid is to be filled and submitted/or uploaded in excel sheet/Template online on E-Tendering Portal of BHEL at web address <https://bhel.abcprocure.com> on or before due date and time. Hard copies of techno commercial offers shall not be accepted for evaluation.
- ii. Payment of **EMD of Rs. 32 Lakhs** shall be preferably done through RTGS/NEFT mode in following bank account before due date & Time of opening of tender. However bidders are advised to process payments one day prior to due date and time of opening of tender to avoid last minute rush. (UTR details shall be furnished vide email and uploaded on E-procurement portal before opening of tender.

Name: BHARAT HEAVY ELECTRICALS LTD; **BANK:** CITIBANK, **BRANCH** FORT,
ACCOUNT NO: 0008279012, **IFSC CODE :** CITI0100000, **MICR CODE :** 400037002

(EFT details for minimum Rs.2 Lakhs along with BG copy (strictly as per format given) for balance amount, if applicable to be uploaded on E-portal). Original BG to be submitted to BHEL office before due date and time). **Refer General terms and conditions for other mode of submission of EMDs. BG acceptance is subject to verification from the bank.**

b. Price Bid/Reverse Auction (Part 2)

The Price Bid is to be filled up and submitted/or uploaded in excel sheet through E-Tendering system only. **RA will be conducted for this tender.**

Fax offers will be rejected.

EVALUATION CRITERIA:

1. **The offers will be evaluated on the basis of the total price basis (Ref Price Bid) as shown in the price bid.**
2. SBI TT selling rate INR-USD on the date of opening of Technical bid will be taken for evaluation purpose

SECTION-IV

SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.
- (2) **Security Deposit:** If the Bidder fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute “No Demand Certificate” in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, the amount of Security Deposit will be released to the Bidder after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Bidder. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.

Security deposit will be submitted at BHEL ROD Mumbai office.

- (3) Draft BL/MTD has to be approved by BHEL before the ship sails. BL/MTD has to be clean and mentioned ‘FREIGHT PREPAID’. Bidder to ensure that OB/L is released on the next day of ship sailing date. **If issue of OB/L is delayed then penalty of Rs.2000/- per day** will be charged starting from 4th working day of ship sailing date (sailing date exclusive) irrespective of time of sailing. Bidder should issue OBL at its New Delhi Branch or Mumbai Branch or Chennai Branch.
- (4) EP/EC copy: Bidder to ensure there is no EGM error in customs due to which release of EP copy is delayed. If found later on that there is EGM error then the Bidder has to resolve the issue with customs.
- (5) All invoices / documents/receipts/ reports/photos must be in English and must be submitted to respective ROD office from whose region the despatches of cargoes had taken place. For despatches made from Chennai the payments will be made by ROD Chennai office. For despatches made from Mumbai the payments will be made by ROD Mumbai office. All documents issued in any other language must be translated in English and certified by a Chamber of Commerce or Legal Translator Certified, for release of payments.
- (6) Bidders must go through Guidelines for suspension of business dealings & Guidelines for Reverse auction. Guidelines for suspension of business dealings with suppliers/Bidders & Guidelines for Reverse auction are available on website www.bhel.com on “supplier registration page”.
- (7) The offers of the bidders who are on hold/suspended/banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The lists of the banned firms are available on BHEL website www.bhel.com on “supplier registration page”
- (8) **Payment terms:** 100 % all activities towards the shipment lot including freight shall be paid within 30 days of submission of following documents after discharge of cargo at discharge port

Following documents shall be required to be provided with contractors bills for 100% Bill:

- (a) Three set of Freight Pre Paid B/L & Freight Invoice with following supporting documents
(Original+ 2 Copies),
- i. Export clearance documents like S/B, invoice, pkg. list,
 - ii. Sailing report/Track report of shipping company or their agent.
 - iii. Pre-shipment measurement report.
 - iv. Copy of advance Cargo Arrival Notice given to the consignee.
 - v. Vessel Certificate as per techno commercial bid clause no 8
 - vi. Scan Copy of Receiving issued on LR to transporters of BHEL /BHEL suppliers at load port.
 - vii. Statement of fact of berthing of the vessel at discharge port.
 - viii. Certificate from discharge port agent / shipping line/ port authority confirming that all packages are discharged as per BL.

Exchange rate for payment purpose shall be taken as SBI TT selling rate of date of sailing of vessel. If the same falls holiday then TT selling rate of previous working day will be taken.

- (9) Two consecutive delays, for reasons of delay attributed to the Contractor, in execution of the contracts where delay occurred is such that:
- a) Prescribed maximum transit time limit of the contract is reached/exceeded
 - b) Delay period has equaled/exceeded the original transit time period specified in the contracts whichever among the above is earlier may result in the Contractor being put on hold for future enquiries.

SECTION V

GENERAL TERMS AND CONDITIONS

The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-

- 1.1 "COMPANY" shall mean Bharat Heavy Electricals Limited, in short BHEL, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- 1.2 "CONTRACTOR" shall mean the individual, or firm or Company or LLP who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" or "FREIGHT FORWARDER" OR "BARGE OPERATOR" or "Successful Bidder" where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Discharge Port or Project store or any other place/location, as specified in the contract, at which the Cargo/ equipment are to be delivered and services are to be performed as per the specifications prescribed in the contract
- 1.4 The "CONTRACT" or "CONTRACT DOCUMENT" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Company and the Contractor together with the documents referred to therein including the work order, LOA, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL ROD MUMBAI.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the Bidder. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Bidder with no claim on either side.
- 1.11 "CARRIER/SHIPPING/TRANSPORTATION" shall mean the shifting/carrying Cargo by using ships, barges, tempo, trucks, trailers (mechanical /hydraulic), dolly, heavy duty railway equipment wagons, aircraft and all other transportation means which shall be arranged by the Bidder for executing the work.

- 1.12 GENERAL CARGO: Shall mean any one Cargo package of material and /or equipment with a weight less than 100 MT and with all dimensions below or equal to 13m Length, 3m Width, 3m Height (13mx3mx3m).
- 1.13 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Bidder / Bidder.
- 1.14 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.
- 1.15 HEAVY LIFT (HL): Shall mean any one Cargo package of equipment and/or materials with weight greater than or equal to 100MT.
- 1.16 OVER DIMENSIONAL CARGO (ODC): Shall mean any one Cargo package of equipment and / or materials with any one of the dimensions exceeding those for General Cargo.
- 1.17 OVERSIZED CARGO FOR AIR SHIPMENT: Any Cargo exceeding length 121 inches, width 84inches, height 60 inches, gross weight 4626 kg, net weight 4508 kg and floor load limitation 90.7 kg/sq. ft. shall be treated as oversized. For such Cargo, consolidation rates will not be applicable and rates shall be decided on case-to-case basis based on IATA Rules and Regulations.
- 1.18 LOT: Supplies which are shipped on single voyage/Flight of each vessel/Barge/Aircraft arranged by bidder/ supplier.
- 1.19 PROJECT CARGO: Shall mean any cargo comprising of equipment, fabricated items, and components of the manufactured equipment / system of: Mechanical, Electrical, Instrumentation & Control, Electronics, Metal structures / pipes, Large/ Heavy Engineering machinery, transformer oil, Resins, insulation material , hardeners etc. or a mix thereof, Items used in power plants, transported as a containerized shipment and breakbulk shipment during the course of national or international transportation or exportation-importation.
- 1.20 SITE/Destination: Tartous/Latakia port.
- 1.21 Non Heavy Lift Cargo means General cargo and ODC i.e cargo that does not fall under definition of heavy lift.
- 2.0 ISSUE OF NOTICE:**
 - 2.1 The Bidder shall furnish the name, designation and addresses of his authorized agents/ associates at Mumbai, at the Load Port and at the discharge Port/Site. All complaints, notices, communications and references shall be deemed to have been duly given to the Bidder, if delivered to the Bidder or his authorized agent/representative through any mode (e-mail, telegram, fax, letter by courier, ordinary post / registered post / hand delivery /SMS/ Whatsapp or by any other means etc.).
 - 2.2 10 days advance cargo arrival notice for arrival of cargo at discharge port/ site to be issued to consignee/ BHEL units/ BHEL IO/BHEL site office as per General information provided in tender.
- 3.0 COMMENCEMENT OF WORK:**
 - 3.1 The Bidder shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOA and shall proceed with the same with due expedition without delay. If the Bidder fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regards.
- 4.0 DISCREPANCY AND CONTRADICTION**
 - 4.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.

- 4.2 In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, UNIT HEAD-ROD BHEL or his authorized representative shall be the deciding authority with regard to intention of the contract.
- 5.0 ARRANGEMENT OF SHIP/BARGE/TRUCK/TRAILOR/AXELS:**
- 5.1 The Bidder shall arrange the carrier i.e ship(s)/ Barge(s)/ Truck(s)/ Trailer(s) /Axel(s) on specific intimation(s) from BHEL in writing or the time/schedule indicated in the LOA/Work order/Contract without delay. If the Bidder fails to do the same as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 5.2 Before arrival of the carrier, the Bidder will inspect the cargo available in Port whether under the custody of the Bidder or BHEL or its supplier or any other authorized representative and ensure its sea worthiness. Any deficiency in this regard shall be brought to the notice of BHEL in writing suggesting remedial measures to enable BHEL to make it sea worthy. Alternatively, such action can be taken by the Bidder after obtaining written approval of BHEL to the action as well as to the cost. Such cost incurred by the Bidder shall be reimbursed by BHEL to the Bidder, if agreed. After such remedial measures, the Bidder shall be responsible for loading of the cargo on the Ship arranged by the Bidder.
- 5.3 The Bidder shall also intimate BHEL in writing about the documents required for loading of the cargo on the carrier. He will be responsible for examination of all the required documents before arrival of the carrier and any discrepancy in the same shall be attended to by the Bidder /BHEL in time to ensure loading on the carrier arranged by the Bidder as per cl.5.1 above.
- 6.0 DETENTION OF THE CARRIER :**
- 6.1 It will be the responsibility of the Bidder to ensure that all the declared and available cargo is loaded on the carrier and unloaded from the carrier in time without its detention. If the carrier is detained without any written request from BHEL, the Bidder shall be fully responsible for detention of the carrier and BHEL shall in no way be liable to pay any detention charges whatsoever.
- 6.2 In case of non-availability of Barges to receive heavy lifts directly from Vessel on its arrival at load port /discharge port, the detention charges of stoppage of vessel at port of origin will have to be borne by the bidder.
- 6.3 For loading /unloading of cargoes on to/from wharf, the availability of Hydraulic axles is essentially required at the time of arrival of vessel. Due to non-availability of required trailers/tools & equipments the trucking & terminal handling charges will be to bidder's accounts.
- 7.0 INVOICES AND PAYMENTS**
- 7.1 The Bidder will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 7.2 The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- 7.3 Bidder to intimate immediately on the day of Export of Goods to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances. Postal address and email ID shall be intimated later.
- Portal Address – Shall be intimated later and Email Address – Shall be intimated later.
- In case of delay in submission of the abovementioned 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 the successful bidder, if such delay is attributable to the bidder.

- 7.4 In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.
- 7.5 Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- 7.6 Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
- 7.7 Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 7.8 In case of penalty recovery the applicable GST shall be also be recoverable from the suppliers.
- 7.9 The Freight shall be paid on the actual quantities Shipped /Transported.
- 7.10 The payments shall be made through RTGS/NEFT. The Bidder would be required to submit bank details for receiving the payments.

8.0 Taxes & Duties

- 8.1 All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable in India as well as in Syria are included in the quoted price. GST & applicable Cess, if any, in India will be payable extra as enumerated in Payment terms.
- 8.2 TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 8.3 TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- 8.4 Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.
- 8.5 Any new taxes other than that on cargo at any stage during the execution including extension of contract, if any, shall have to be borne by the bidder. Quoted/accepted rates/ price shall be inclusive of all such requirements.

9.0 RISK PURCHASE:

BHEL reserves to itself the following rights in respect of this Contract without entitling the Bidder for any compensation.

- 9.1 If at any time during the validity of the contract, the Bidder fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the Bidder, BHEL reserves the right to get the work done by other parties or departmentally at the risk and cost of the Bidder and also forfeit the security deposit.
- 9.2 To recover any moneys due from the Bidder, from any money due to the Bidder under this or any other contract or from the Security Deposit.
- 9.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

10.0 OBSERVANCE OF LOCAL LAWS :

- 10.1 The Bidder shall comply with all Laws, Statutory Rules, and Regulations etc. The Bidder shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law of load port country / transit country/ discharge port country for smooth execution of the Contract..

10.2 The Bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract in load port country/transit country/ discharge port country.

10.3 The Bidder shall be responsible for the proper behavior and observance of all applicable regulations by the staff employed in load port country/transit country/ discharge port country.

11.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

11.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Bidder and his workmen without exception. The Bidder shall be responsible for the safety of the equipment/materials and work to be performed by him.

11.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to property. If the bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, bidder shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the contractor.

11.3 The Bidder shall insure his workmen against all accidents and the policy shall be presented to BHEL on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person during execution of the contract due to lapses by the bidder, the victim and/or his/her dependents shall be compensated by the bidder as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on bidder and recover the same from payments due to the bidder for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the bidder for presenting his case. The above safety conditions are not exhaustive but give an idea for the bidder and bidder shall adhere to all safety precautions warranted for the execution of the contract.

11.4 The Bidder shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time related to execution of this contract. Bidder shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.

12.0 INSURANCE:

12.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).

12.2 The Bidder shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Bidder or his employees or any other person engaged.

12.3 The Bidder shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.

12.4 If due to Bidder's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Bidder.

13.0 FORCE MAJEURE:

The following shall amount to force majeure conditions:-

13.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, land slides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and

restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Bidder has no control.

- 13.2 If the Bidder suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the Bidder to BHEL within 14 days from the date of occurrence thereof.
- 13.3 The Bidder by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 13.4 Force Majeure conditions will apply on both sides.

14.0 PREVENTION OF CORRUPTION:

- 14.1 Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- 14.2 BHEL shall be entitled to cancel the contract and to recover from the Bidder the amount of any loss resulting from such cancellation, if the Bidder has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favour or disfavour to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Bidder in relation to this or any other contract with BHEL.

15.0 SETTLEMENT OF DISPUTE

- 15.1 Except as otherwise specially provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the GM ROD of BHEL subject to a written appeal by the Bidder to the GM ROD whose decision shall be final to the parties hereto.
- 15.2 Any dispute or difference 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.
- 15.3 If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause below.

16.0 ARBITRATION

- 16.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, 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, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.
- 16.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 16.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Delhi.
- 16.4 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 16.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

- 16.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.
- 16.7 **In case of contract with Public Sector Enterprise (PSE) or a Government Department** : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.
- 17.0 LAWS GOVERNING THE CONTRACT:**
- 17.1 The contract shall be governed by the Indian Laws for the time being in force and only courts in Delhi, India shall have jurisdiction over this contract.
- 18.0 SHORT – LANDED OR DAMAGED GOODS.**
- 18.1 It shall be the responsibility of Bidder to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/ losses/ damages. Under no circumstances, the intimation be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Bidder.
- 18.2 In case of goods specified by BHEL and in case of apparent damages, the Bidder will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Bidder shall lodge claim with the appropriate authorities.
- 18.3 The Bidder is responsible for safe transportation of the goods. Bidder shall effect open delivery of the cases of major damage after completing the due processes.
- 18.4 The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.
- 19.0 REQUIREMENTS OF PERFORMANCE.**
- 19.1 All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Bidder at his own cost. Any contingency arising in this respect shall be the responsibility of the Bidder. Also the Bidder shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.
- 19.2 The contract as entered into between BHEL and the Bidder shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- 19.3 The Bidder shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Bidder shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and lashing at his own cost.

- 19.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Bidder at his own cost.
- 19.5 Any information / documents like route survey reports, third party approvals given to BHEL shall not in any way absolve or relieve the Contractor from any of his obligation, responsibility, or liability as per scope of work.
- 19.6 The Bidder shall be liable for any defects in the construction of any part of the Works, where such defects are due to any bad workmanship, the use of defective or inferior quality materials, error, omission, or negligence of the Contractor.
- 19.7 The Contractor shall be liable for the consequences of faulty design and specifications, lack of care and negligence for that part of the Works, which was designed and specified by the Contractor for the period specified. The Contractor shall keep the Employer fully and effectively indemnified against all legally enforceable losses, damages, injuries, deaths, actions, proceedings, claims, demands and all associated costs suffered by the Employer or any third party.

20.0 INDEMNITY:

- 20.1 The Bidder shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

21.0 SECURITY DEPOSIT

- 21.1 Successful bidder shall submit 5% of the total contract value as security deposit within Five days of issue of LOA for the contract. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit
- 21.2 Security deposit may be made in any of the following ways:
 - 21.2.1 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - 21.2.2 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bidder to obtain the proforma for Bank Guarantee format from BHEL on issue of LOA.
 - 21.2.3 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).
 - 21.2.4 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith
- 21.3 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Bidder or recovered from payment/s due to the Bidder.
- 21.4 The security deposit shall not carry any interest.
(Note: Acceptance of Security Deposit against Sl. No. 21.2.3 and 21.2.4 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after Six **(6) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

22.0 EARNEST MONEY DEPOSIT:

- 22.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :
Electronic Fund Transfer credited in BHEL account (before tender opening) in Below bank account of BHEL

Name: BHARAT HEAVY ELECTRICALS LTD BANK: CITIBANK, FORT BRANCH

- 22.2 EMD of the Bidder will be forfeited if:
- 22.3 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 22.4 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract
- 22.5 If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- 22.6 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.
- 22.7 EMD of successful bidder will be adjusted towards part of the security deposit.
- 22.8 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.
- 22.9 EMD shall not carry any interest.
- 22.10 In case total EMD amount is more than Rs.2 Lakh, the amount in excess of Rs.2 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

23.0 DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

- 23.1 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 23.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 23.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 23.1 and 23.2 above.
- 23.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

24.0 REVERSE AUCTION:

- 24.1 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 have 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.
- 24.2 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/ Bidders (as available on www.bhel.com)*.
- 24.3 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.**

- 24.4 If it is found that L1 bidder has quoted higher in online sealed 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, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com)."

25.0 BHEL FRAUD PREVENTION POLICY:

- 25.1 Bidder along with its associate/ collaborators/ sub-Bidders/ sub vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site <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.

26.0 CANCELLATION OF THE CONTRACT:

- 26.1 BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of Bidder leading to cancellation of contract.
- 26.2 If the Bidder fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Bidder any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the BIDDER under the contract.
- 26.3 BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.

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

- 27.1 Commitment by BHEL:
- 27.1.1 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.
- 27.2 Commitment by Bidder/ Supplier/ contractor:
- 27.2.1 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.
- 27.2.2 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.
- 27.2.3 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
- 27.2.4 If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges 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/ Bidder as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions".

28.0 MSME suppliers: The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.

25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.

The definition of MSEs owned by women Entrepreneurs is clarified as under:

- i. In case of proprietary MSE, Proprietor shall be woman
- ii. In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.
- iii. In case of private limited companies, at least 51% shall be held by Women Promoters.

(Such enterprise will have to submit relevant document for proof of women ownership during offer submission)

In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyog Aadhar No along with attested copy of a CA certificate (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.

In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening.

No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening. Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "

Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories:

- (a) Enterprises owned by Scheduled Castes.
- (b) Enterprises owned by Scheduled Tribes.
- (c) Enterprises owned by other than above two categories

The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.)

If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier.

Note: Wherever for splitting of order, if splitted quantity comes out <1, the splitting of order will not be feasible. (for MSE vendors).

Further updates or any changes, will according to MSE procurement policy. Traders will be excluded from the above MSE benefit as per MSE public procurement policy.

For MSE vendors getting award-

In order to get benefit to MSE suppliers in Bill timely payment MSE supplier will have to send the original hard copy of Udyog Aadhar No (UAN) supported by CA certificate of last fin yr. Scanned copy is not acceptable for MSE consideration.

Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2006 subject to fulfilment of above procedure.

Note: vendor need to go through Special conditions tender also for any special instruction & deviation from above.)

29.0 LICENSE/ PERMISSION/ REGISTRATION:

- 29.1 Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such Licence/ Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The Bidder shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the Bidder. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Bidder shall be entertained by BHEL for any breach of the provisions/Acts or laws by the Bidder.
- 29.2 In case of Risk Purchase is enforced, The Bidder will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.
- 29.3 It shall be the duty of the bidder to acquaint themselves with all safety regulations regarding handling equipment and Road Transportation of all types of containers/cargo. The Bidder shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 29.4 The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 29.5 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.
- 29.6 The Bidder is responsible for safe transportation of the goods. Bidder shall effect open delivery of the cases of major damage after completing the due processes.
- 29.7 The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

30.0 TIME LIMIT FOR SUBMISSION OF BILLS

- 30.1 The Bidder shall make a claim for the services rendered under this contract to BHEL within **(3)Three months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 30.2 No claim in respect of under payment to the Bidder shall be considered valid or entertained unless a claim in writing is made thereof within **(3) Three months** from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this

limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

- 30.3 However, in case of any specific issue over which the Bidder had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the Bidder.

31.0 E- PROCUREMENT:

- 31.1 This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bheleps.buyjunction.in>
- 31.2 Neither the Organisation (Bharat Heavy Electricals Ltd.) nor the service provider(m Junction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose

32.0 PROGRESS REPORTING

- 32.1 The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the Bidder intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
- 32.2 The daily reports shall clearly indicate the work force deployed, category-wise, specifying also the activities in which they are engaged.
- 32.3 Weekly progress review meetings will be held at any suitable location during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the Bidder shall present program of subsequent week. The Bidder shall constantly update/revise his work program to meet the overall requirement.
- 32.4 Periodic progress reviews on the entire activities of execution in respect of scope of bidder will be held once in a month at any location. These meetings will be attended by reasonably higher officials of the Bidder and will be used as a forum for discussing all areas where progress needs to be speeded up. The Bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
- 32.5 During execution Bidder shall take colour digital photograph on mobile and forward on WhatsApp/email etc for each milestone every month/fortnight/week as applicable for all important activities of the works during progress and after reaching of consignment at major locations.
- 32.6 Successful bidder has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in CD/Removable hard disk (as per requirement) and handed over to BHEL on monthly basis.
- 32.7 The bidder shall be bound to report movement progresses of all outgoing consignments through electronic communication systems such as Fax, Mobile telephony/STD hones/Roaming cell phones, email, web based monitoring system or any other mode desired by BHEL at regular intervals.
- 32.8 For consignments carried by Hydraulic trailers, the transporter shall ensure that the vehicle driver carries with him a mobile phone to enable BHEL/Customer to contact him for monitoring the progress. The mobile phone No. shall be intimated to BHEL before the consignment is moved. Besides, daily status of movement shall be conveyed by e-mail to BHEL.

33.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

- 33.1 Bidder shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a

person employed by Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance

- 33.2 Bidder shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract
- 33.3 Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

34.0 EXPEDITING :

- 34.1 Bidder is free expedite cargo arrival by following up with BHEL MUs/BHEL vendors based on the pending cargo remaining in the packing list and vessel likely being planned.
- 34.2 Bidder will be responsible to follow up with BHEL MUs/BHEL vendors for cargo arrival schedule provided by then at 1st instance. He will keep track of cargo from the day it has left the works and plan further accordingly especially in case of ODC/HL.
- 34.3 List of coordinators of respective unit is attached at Annexure-9

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SECTION-VI

TECHNICAL BID (RE/MUM/EXP/ES-1913)

Sr. No	Description	Remarks
1.	<p>Earnest Money Deposit: Earnest Money Details (To be provided for the amount as mentioned in the special conditions)</p> <p>a. DD/EFT NO: _____ b. Date of DD/EFT: _____ c. DD/EFT Bank Name _____</p> <p>d. BG NO _____ d. Date of BG _____ c. BG Bank Name _____</p> <p>Name and Bank Email ID for confirmation of BG: _____</p> <p>The Bidders, shall submit tenders with interest free EMD of Rs. 32 Lakhs as per tender conditions by way of DD in favour of 'BHARAT HEAVY ELECTRICALS LIMITED' along with Compliance Letter. Offers without EMD shall not be considered.</p> <p>In case total EMD amount is more than Rs 2 Lakh, the amount in excess of Rs 2 lakh can be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months from date of NIT.</p> <p>EMD BG is strictly as per format provided in the tender.</p>	<p>(Details of the EMD through DD/EFT/ BG to be provided here)</p> <p style="text-align: center;">Agreed</p>
2.	Bidder must have Income Tax Permanent Account Number (PAN) and Goods & Service Tax Identification number (GSTIN) duly issued by respective tax authorities in India.	Self-certified Copy of PAN and GST Registration certificate.
3.	<p>Bidder must have an average annual Financial turnover not less than INR 6.5 Cr for the last 3 Financial years (Turnover means NET sales appearing in Balance sheet & PL Statement/CA certificate)</p> <p>Last 3 FY shall be read as FY 2016-2017, 2017-2018 & 2018-2019. Bidders whom audit for FY 2018-2019 is not completed may submit the details for FY 2015-16, 2016-17, 2017-18.</p>	CA certificate with Audited balance sheets & PL Statement.
4.	Bidder must be a registered with DG Shipping.	Self-certified copy of valid certificate from DG of Shipping, India
5.	<p>Bidder must submit experience of having successfully executed contract consisting of <i>Ocean Freight for Export or Import</i> in the last 7 years (ending last day of month previous to the one in which the tender is floated) as under</p> <ol style="list-style-type: none"> 1. One contract of value not less than INR 5.8Cr each or Equivalent Or 2. Two contract of value not less than INR 3.6 Cr each Or 3. Three contract of value not less than INR 2.9 Cr <p>Note:</p> <ol style="list-style-type: none"> (a) Ocean Freight does not include Barging/Coastal Movement etc. (b) The bidders must ensure that their customer must verify or confirm BHEL over mail about contract execution and BHEL 	Self-certified Photocopy of contract(s) on bidder name along with satisfactory completion/Execution certificate from customer in respect of these Contracts. Details of the customer with email and office address are also required for

	<p>reserves the right to reject the bid if confirmation is not received from Bidder's customer.</p> <p>(c) BHEL reserves the right to seek additional documents to establish and proof the executed value like Invoice copy, Payment details, Tax details etc.</p> <p>(d) In case the customer order value is in foreign currency then for evaluation purpose the exchange rate as on the date of order shall be considered.</p> <p>(e) Value of Customs duty, if included in customer order/executed value will not be considered for evaluation. Certificate from customer of exclusion of customs duty will be required</p>	verification.
6.	<p><u>CUSTOM CLEARANCE AT LOAD PORT</u> : Bidder or his Associate must have valid Custom House Agent (CHA)/Custom Agent Licence of India for Customs Clearance Activity with valid AEO LO certificate on his name / or on his associate name.</p> <p>Bidder to do the custom clearance and all the arrangement of documentation / necessary advance coordination as given the scope of Work, Customs Act etc.</p> <p>Details of party doing Customs clearance are as under:</p> <ol style="list-style-type: none"> 1. Name: 2. Address 3. Contact 	Copy of CHA License and AEO LO certificate and support letter of CHA in case bidder hires associate for CHA activities.
7.	The Bidder should not have been banned/Suspended for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank as on date of submission of bid.	A self-certification should be submitted by the bidder indicating compliances till date the of submission of bid.
8.	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder as on date of submission of bid.	A self-certification should be submitted by the bidder indicating compliances till date the of submission of bid.
9.	<p><u>Vessel Requirements</u>: Vessel requirements as detailed in scope of work. The age of the Vessel should be less than 25 years & should be eligible to call at Syria Ports. The certification of the Vessel for seaworthiness by Lloyds Register or equivalent and complies with Institute of Marine Cargo 1 or A, will have to be submitted along with the Freight Invoices.</p> <p>The Bidder shall furnish the following information/documents as mentioned in payment terms clause.</p> <p>Certificate issued by the Owner Agent OR Master of the Vessel carrying the goods, attesting that this vessel is not ISRAELI & will not call at any ISRAELI PORT while carrying the goods, & is not banned entry to Syrian Ports for any reason whatsoever according to Syrian Laws & Regulations.</p>	Agreed
10.	<p><u>Tool and Plant (T & P)</u>: Bidder shall be allowed to use only those T&P and hardware, which is in excellent working condition, tested for safe operation and adequate in capacity and size.</p> <p>Bidder to arrange for lifting beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading and trans-shipment of the cargo both in India and overseas at their cost.</p>	Agreed and Attached separately in the bid

	<p>LIFTING BEAMS & ACCESSORIES: Contractor to arrange for lifting beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading of the cargo both in India and overseas.</p>	
11.	<p><u>Transit Time : in no. of Day</u></p> <ol style="list-style-type: none"> 1. For Chennai Break- Bulk cargo: Cargo should be shipped within 15 Days of accumulation of 4000 FRT at Chennai port and further should be delivered at discharge port within 35 days. Total Transit time of 50 days shall start from last package received at consolidation place for accumulation of 4000 FRT and the transit time End date will date of arrival of vessel at discharge port of that shipment LOT. 2. For Chennai containerized cargo: Cargo should be shipped within 15 Days of custom out of charge date and should be delivered at discharge port within 35 days. Total Transit time of 50 days shall start from custom out of charge date of final shipping bill of that Lot and end on berthing of ship at discharge port. 3. For Mumbai port Break Bulk cargo: Cargo should be shipped within 15 Days of accumulation of 1000FRT at Mumbai port and further should be delivered at discharge port within 30 days. Total Transit time of 45 days shall start from last package received at consolidation place for accumulation of 1000 FRT and the transit time End date will date of arrival of vessel at discharge port of that shipment LOT. 4. For Mumbai/JNPT containerized cargo: Cargo should be shipped within 15 Days of custom out of charge date and should be delivered at discharge port within 30 days. Total Transit time of 45 days shall start from custom out of charge date of final shipping bill of that Lot and end on berthing of ship at discharge port. 5. However contractor has to ensure shipment as per FIFO arrival of cargo as far as possible. In case FIFO condition is required to be deviated, clearance from BHEL is required. 6. If the Heavy lift and other General cargo is shipped in the same LOT the transit time for both shipments will be calculated separately and separate penalty shall be applicable. In no case HL will be clubbed with other cargo for accumulation of 1000 FRT at Mumbai/JNP. 7. In general BHEL shall ensure delivery of cargo at consolidation point giving sufficient time for shipping keeping in view of Export invoice being raised by Unit. However bidder has to ensure that none of the cargo is falling under debar list at GST/Custom portal for non-shipment within 90 days from date of Export invoice raised by MUs. 8. In case the bidder is unable to export the cargo within the stipulated time as per the Customs GST circular and in case any penalty and interest, if any is levied on BHEL the same shall be recoverable from the bidder. 9. For Heavy Lift: HL should be shipped within 15 Days of arrival at Mumbai port and further should be delivered at discharge port within 30 days. Total Transit time of 45 days shall start from date of arrival at Mumbai port and the transit time End date will date of arrival of vessel at discharge port of that shipment. 10.In case the bidder wants to club Mumbai and Chennai cargo in the same vessel the transit time will be extended by another 5 days for lot carried from first berthing port. 11.The followings shall not be considered for transit time calculation <ol style="list-style-type: none"> (i) Any delay in custom clearance because of any documentation from BHEL side. (ii) Any delay due to instruction of BHEL to hold the shipment. 	Agreed

12.	Tender Documents: Entire tender document & amendments if any including forwarding letter of the tender document along with blank price bid without disclosing price but mentioning only “quoted” duly signed and stamped on each page should be uploaded on E_tender portal.	Enclosed
13.	Compliance Letter: The compliance letter duly signed and stamped on letter head as per section VIII.	Enclosed
14.	<p>Integrity pact Agreement (IPA) (Refer annexure 2)</p> <p>a. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Bidders 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. 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.</p> <p>b. Details of IEM for this tender is as provided in General Information.</p> <p>c. Please refer Section-8 of Annexure-2 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p><i>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 For all clarifications/ issues related to the tender, Please contact Representative details given in the General information section of this tender.</i></p>	Enclosed
15.	Authority Letter : An power of attorney indicating that the person signing the IPA is the duly authorized by the company/firm	Enclosed
16.	<p>Transit penalty due to late delivery for delays in days beyond the stipulated transit period shall be 5% per week Prorata, limited to a maximum of 10% of the total freight amount / charges for each lot of cargo.</p> <p>Bidder shall be responsible to expedite the movement of consignment after same is received for shipment.</p> <p>In case the bidder is unable to export the cargo within the stipulated time as per the Customs GST circular and in case any penalty and interest, if any is levied the same shall be recoverable from the bidder.</p>	Agreed
17.	PAYMENT TERMS: As Specified in Special and General terms &Conditions	Agreed
18.	<p>INDEMNITY:</p> <p>Bidder shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate’s acts or accidents during the currency of the Contract.</p>	Agreed
19.	ARBITRATION: As Specified in General Terms & Conditions.	Agreed
20.	FORCE MAJEURE: As specified in the General Term & condition.	Agreed
21.	VALIDITY: The contract shall remain valid till 6 months from the date of LOA.	Agreed
22.	TRANSSHIPMENT: Transshipment for Break bulk shipment is not permitted.	Agreed
23.	<p>CARGO INSURANCE:</p> <p>Cargo Insurance from works to site will be in the scope of BHEL. However, in case of untoward incidence/accident on the way, insurance survey, opening</p>	Agreed

	<p>and re-packing of cargo /serving notice to the carrier etc to be arranged by the Bidder. All documents, as required for filing claim by BHEL shall be arranged by bidder within the required time. Any incidental charges of survey, packing charges as reimbursed by the Underwriters after settlement of claim will be paid by BHEL.</p> <p>For Heavy lift and value of cargo above 50Cr and shipment of cargo on flat barge the Bidder has to arrange/coordinate for insurance survey at the time of loading at load port, unloading at discharge port and submit survey report to BHEL immediately after the cargo is loaded/ unloaded on/from the vessel. The surveyor will be nominated by BHEL/BHEL underwriter and payment to this surveyor will be made by BHEL/BHEL underwriter. Bidder to provide all ship details in advance as required by the underwriter and provide documents like Vessel Stowage Plan, Sea Fastening Plan and Calculations, Logistics Plan and any other document required by underwriter. Surveyor will attend/inspect and approve the packing, loading, stowage and lashing arrangements on the carrying vessel including unloading arrangement thereafter. All recommendations of the surveyor are to be complied with.</p> <p>For on deck barge cargo the Bidder will arrange pre-dispatch survey/inspection of lashing/fastening and strapping etc from surveyor underwriter and suitable notice of min. Seven days have to be given for survey.</p> <p>Vessel Insurance Costs/War Risk Insurance Premiums if any will be in bidders scope.</p>	
24.	CANCELLATION OF THE CONTRACT: As per general terms and conditions	Agreed
25.	<p>TAXES: All taxes on freight, insurance and other dues of the vessel, trailers, shall be to the Bidder's A/c. The Bidder shall be responsible for payment of any Sales/ Service/ Income Tax or any other form of Tax/cess/duties levied/likely to be levied and not envisaged in the tender on transportation activity carried out in transit/discharge country.</p> <p>All taxes, duties, Cess by whatever name including, Charges, Royalties, any State or Central Levy and other Taxes for execution of the work (excluding GST with applicable cess) if incurred in the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.</p> <p>Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the Bidder. Quoted/ accepted rates/ price shall be inclusive of all such requirements.</p> <p>GST with applicable Cess, legally leviable & payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.</p>	Agreed
26.	GOVT. RULES & REGULATIONS: BIDDER to abide by all the rules and regulations related to road/Vessel/ Barge transportation, traffic, police, customs etc.	Agreed
27.	The quantity/packages of Non- Heavy lift cargo indicated is based on the preliminary design estimates and may undergo change.	Agreed
28.	RISK PURCHASE: In the event of failure of Bidder to lift the consignment offered to them, BHEL reserves the right to use alternative source at their risk and cost and extra expenditure incurred if any shall be borne by the Bidder. Bidder shall ensure that the vehicle/vessel is placed as and when	Agreed

	requisitioned.	
29.	<u>RA will be conducted on the Total Price received in the price bid. The final price break up after the RA will be in proportion to the pre defined weightage as per Price Schedule.</u>	Agreed
30.	The order will be placed only one party due operational exigency/ efficiency.	Agreed

Seal of the Company
& Date

Signature & Name of Shipping Agent

SECTION VII

PRICE BID

			Load Port							
			Mumbai/JNP				Chennai			
Scope	Sche dule	Type of cargo	Qty	Rate	Total	Weigh tage in %	Qty.	Rate	Total	Weightag e in %
1	2	3	4	5	6	7	8	9	10	11
Charges for all activities from receiving cargo at consolidation point near load port, Custom clearance, till Loading on Vessel/ as per scope of work in Rs.	A1	GC	2070 FRT			0.32	11426 FRT			1.53
	A2	ODC	1513 FRT			0.29	651 FRT			0.10
	A3	HL	1 No			0.33				
	A4	1x40'GP /HC/OT	1 No			0.02	1 No			0.02
	A5	1x40'FR	1 No			0.03	1 No			0.03
Ocean Freighting charges from load port till discharge port on CIF basis for cargo as per scope of work in USD	B1	GC	2070 FRT			11.88	11426 FRT			64.11
	B2	ODC	1513 FRT			9.03	651 FRT			4.48
	B3	HL	1 No			6.95				
	B4	1x40'GP /HC/OT	1 No			0.18	1 No			0.18
	B5	1x40'FR	1 No			0.25	1 No			0.25
Total Weightage in %						29.3	Total Weightage in %			70.7

Schedule -1 of PRICE BID – Tender RE/MUM/EXP/ES-1913		
DESCRIPTION	Total Quoted Price (In INR)	
Package: Customs clearance and Ocean Freight of Export of Project cargo from Chennai/Mumba/JNP port to Tartous/ Latakia port on CIF basis per scope of work.	In Figures:	
IN WORDS:		

Note: The price should be quoted strictly as per above format considering all the following:

- Bidder shall quote total price in **Schedule 1** only. The total price will be distributed into column 5&6 and 9&10 as per the weightage percentage shown in column 7 and 11 respectively.
- Bidder to note that total price quoted in **schedule-1** above shall be considered for evaluation & awarding. As such grand total price should be complete in all respect for the full scope defined and considering all terms and conditions.
- Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived for each scope of work.
- Price format shall not be changed by bidder in any case and it may lead to rejection of their offer.
- The quantity of items may vary during execution mainly due to actual requirement etc. The unit rates work out from the overall amount quoted & accepted by BHEL shall be considered and no separate unit rates shall be allowed. Unit rates shall be valid throughout the contract period.

6. For evaluation purpose and further award of work the Exchange Rate for **INR-USD** will be TT selling rate as on the date of opening of Technical bid.
7. Payment of Freight or Charges for Non Heavy Lift packages shall be as per the actual freight tons shipped and measured by Licences measurers/surveyors inside port. The respective unit rates will be used for calculating the freight / charges payable.
8. The dimensions and weight of the Heavy Lift packages are based on design calculations and may undergo change by +/-10%. For any variation more than 10% payment shall be made on prorata basis.
9. Approximate overall quantity of shipment is envisaged 15660FRT. Quantity variation for overall Qty shall be +/- 20% except heavy lift. Accordingly Contract Value shall limit to +/- 30%. Total tentative variation in heavy lift shall be +/-10%. No payment shall be given for any variation of heavy lift upto 10%.
10. B/L charges will be paid fixed at **Rs. 1000 per B/L**
11. No additional payment (GRI/RRR/war risk etc) on any account shall be considered for payment.
12. No additional choking/lashing charges shall be applicable.
13. Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs.
14. The rates quoted shall be inclusive of non stackability. No separate payment shall be admissible for non stackable cargo.
15. Port charges excluding Wharfage at load port will to bidders account. Wharfage shall be paid by contractor and shall be reimbursed by BHEL as per actuals.
16. Contractors Invoice shall indicate BHEL GSTIN no.: **27AAACB4146P1ZF** in case of Mumbai/JNP load port cargo.
17. Contractors Invoice shall indicate BHEL GSTIN no.: **33AAACB4146P4ZJ** in case of Chennai load port cargo. The invoice will be addressed to Bharat Heavy Electricals Limited, 690, 6th Floor EVR Periyar Building, Anna Salai, Nandanam, Chennai, Tamil Nadu 600035.

SECTION VIII

(Letter of compliance in Company's Letter Head)

Date:

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Sub : Your Tender no RE/MUM/EXP/ES-1913

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalising the Tender.

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions.

In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL. I affirm that the particulars given are true to best of my knowledge and belief.

I agree to furnish any other information / produce any record for inspection as may be required by the competent authority or an officer duly authorized by the competent authority of Bharat Heavy electrical Limited.

I / We also give the undertaking that all the statutory acts, rules & regulations applicable to International Business and to central /state Govt. in India/Syria are being and will be followed by us in course of our operations/ execution of the contract.

Thanking you,

Yours faithfully,

Sign and Seal of the Bidder

Section IX

Abbreviations used in the tender

Sn	Abbreviations	Sn	Abbreviations
1.	BHEL – Bharat Heavy Electricals Limited	36.	SDF – Standard Declaration forms
2.	FRT – Freight tons	37.	DEEC – Duty Exemption Entitlement certificate
3.	CIF – Cost insurance freight (INCOTERM)	38.	GPS - Global Positioning System
4.	CA – Chartered Accountant	39.	VTs - Vehicle Tracking System
5.	CHA- Customs House agent or Customs Broker	40.	T&P – Tools and Plants
6.	S/B – Shipping bill	41.	DSC - Digital Signature Certificate)
7.	BE – Bill of Entry.	42.	BG – Bank Guarantee
8.	ROD – Regional Office Division	43.	MTD – Multimodal transport Documents
9.	IO- International Operations	44.	LOA- Letter of Award
10.	THC- Terminal Handling charges	45.	GMI- General Manager- Incharge
11.	SOC- Shipper Own Containers	46.	TDS – Tax Deduction at source
12.	COC – Carrier Own Containers	47.	FDR – Fixed deposit Receipt
13.	OBL – Original Bill of Lading	48.	RA – Reverse Auction
14.	BL or B/L– Bill of Lading	49.	MSME – Ministry of Small and Medium Enterprises
15.	PQR- Pre-Qualification Requirement	50.	NSIC – National Small Industries Corporation
16.	BIFR – Board for Industrial and Financial Reconstruction.	51.	GVW- Gross Vehicular weight
17.	Ph- Phone	52.	RC – Registration Certificate
18.	MO - Mobile	53.	NOC – No Objection certificate
19.	DAP – Delivery At Place	54.	DD – Demand Draft
20.	PAN – Permanent Account Number	55.	MTO – Multimodal transport Operator
21.	GST – Goods and services Tax	56.	ETA – Estimated Time of Arrival
22.	CEO – Chief Executive Officer	57.	IPA - Integrity pact Agreement
23.	MSE - Micro/Small Enterprise	58.	IEM - Independent External Monitor
24.	OHSAS – Occupational Health and Safety Assessment Series	59.	GRI – General Rate Increase
25.	HSE – Health Safety and Environment	60.	RRI - Rate Restoration Initiative
26.	IFSC – India Financial system Code	61.	CMD – Chairman and Managing Director
27.	MICR – Magnetic Ink Character Recognition.	62.	IPC /PC – Indian Penal Code / Prevention of Corruption
28.	EFT – Electronic Fund Transfer	63.	FCR – Forwarder cargo Receipt
29.	PSU – Public sector undertaking	64.	PSNR – Power Sector Northern Region, a unit of BHEL
30.	ODC – Over dimension Cargo	65.	IGM-Import General Manifest
31.	HL – Heavy Lift	66.	National company Law Tribunal
32.	CBM – Cubic Meter	67.	FLT – Fork Lift Truck
33.	EP – Export Promotion Copy	68.	FIFO: First In First Out
34.	EC – Exchange control copy	69.	NCC – No claim certificate
35.	PC- Piping Centre, a unit of BHEL at Chennai	70.	FF – Freight Forwarder
36.	PEM – Project Engineering Management, a unit of BHEL at Noda	71.	BAP – Boiler Auxiliaries Plant, Ranipet

(On company letter head)

Certificate of Declaration for Conforming to Site Conditions

Tender No.RE/MUM/EXP/ES-1913 for Ocean freighting of Export Project Cargo from Mumbai/ JNP/ Chennai Port in India to Tartous/ Latakia port, Syria.

Dear Sir/Madam,

We, _____ hereby declare and confirm that we have made acquainted ourselves the Port of Origin / Port of discharge,) and acquired full knowledge and information about the port conditions.

We are aware and now conversant with local site conditions / Weather conditions / Route feasibility /Local social issues/Local labor issues/Local political issues/ Geo-political situation/ Work Culture/ Weekly holidays/ festivals Holidays, etc.

The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions.

Bidders's Name & Address

Place:

Date:

(Signature of Bidder)

With stamp

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/Contractor(s) shall disclose the name and address of agent and representatives in India and Indian Bidder(s)/Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/Contractor(s) shall not approach the courts while representing the matters to IEMs and will await their decision in the matter.

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

- 3.1 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 Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the principal contractor shall be responsible for adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) / Sub-contractor(s) with confidentiality, in line with the non-disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by and intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the managements. Their role is independent in nature and the advice once tendered would not be subject to review the request of the organization.

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations /views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made / lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place : _____

Date: _____

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____

Daily cum Summary Status Report (DSR) format- 2x 660MW Maitree STPP Syria

FF Ref	MU Code	BHEL Invoice no.	BHEL Invoice dt.	No of Pkgs.	Gr. WT	FRT	CIF Value in USD	Description	Port arrival dt.	DEEC licence no	EPCG details	Supplier name	SB no.	SB dt.
1	2	3	4	5	10	14	16	17	18	20	21	22	23	24

FOB Value	Type of S/B	Days elapsed from dt of BHEL invoice	Consolidation days (max 30 days allowed)	Last dt as per GST	Vessel name	Sailing date	TT selling Ex. Rate	BL no	BL dt.	COO recd dt	DEC recd dt	Dt. Of Arrival at destination	BE no.	BE dt	Remarks/ Planning for next 3 days
25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	42

(On company Letter Head)

(Refer clause 8b of the application form)

Information of Bank Account of Company	Document to be submitted
<p>The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer EFT/ RTGS) is to be submitted:</p> <ol style="list-style-type: none"> 1. Name of the Company 2. Name of Bank 3. Name of Bank Branch 4. City / Place 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch 	<p>Information of Bank Account of the Company duly endorsed by the Bank</p>

Signe of Authorized Signatory

Date:

Stamp & Seal

9. Organizational Information:

- a. Directors/Partners if related to any BHEL employee
Name:
Staff No.:
Designation:
Department:
Relationship:
- b. If any ex-BHEL personnel is employed by the party, mention his/her
Details of last posting
Name:
Staff No.:
Designation:
Department:
Relationship:
- c. Perception of party's chief executive about BHEL:
 - (i) Chief executive's opinion about dealing with BHEL
 - (ii) Whether he is willing to work with BHEL on long-term contract basis with a time bound target for improvement in quality of the product and reduction in prices and what support he expects from BHEL towards achieving this goal.
 - (iii) Any other aspects, which would be beneficial for the improvement in BHEL's performance. (Use separate sheet if required)

10. Details of CEO:

- a. Name:
- b. Designation
- c. Aadhar No
- d. Email
- e. Tel No:
- f. Mobile
- g. Fax

11. Details of authorized signatory:

- a. Name:
- b. Designation
- c. Aadhar No
- d. Email
- e. Tel No:
- f. Mobile
- g. Fax

12. Details of Directors in case of Private Ltd; One person company; Public Limited; and Partners in case of LLP/ LLP Firms/Proprietor in case of Proprietorship company.(If more than one Director attach separate sheet for each director)

- a. Name:
- b. Gender
- c. % of Share of Ownership
- d. SC/ST(Yes or No)
- e. PAN
- f. Aadhar No

- g. Email
- h. Tel No:
- i. Mobile
- j. Fax

13. Whether Company is Micro/Small Enterprise (MSE) Category **Yes / No**
(Attach relevant documents)
14. If Company is Micro/Small Enterprise (MSE) Category whether owned by SC/ST/Woman **Yes/No**
15. Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Labourer's Act / Child Labour Act / Transporter board/ Customs and Port procedures and all other relevant Acts, Rules and Regulations of Tamil Nadu and West Bengal, Govt. of India & Govt. of Syria in course of their activities and whether they are being fully complied with. Also all handling equipments are complying as per HSE compliance /OHSAS compliance. **Yes / No**

I/We give the undertaking that details given to M/s BHEL shall not be used in any way detrimental to the interest of BHEL and/or for supply of service directly or indirectly to any other customer. The information given in the above format is true to my knowledge and belief. If the above information is found false, our application is liable for rejection/cancellation of registration.

Note:

1. The above application should be furnished in prescribed format only.
2. The documents can be downloaded from BHEL Website : www.bhel.com
3. The filled up application has to be submitted along with the supporting documents, on or before the due date and Time.
4. All pages of the tender along with the attached documents has to be signed by authorized signatory along with his stamp and seal of the organization.
5. Signing of the application form:

Type of firm	Who should sign the application form	Remarks
Govt. Of India Undertaking/State Govt. Undertaking	Person holding power of attorney	The power of attorney in original to be uploaded in the e_portal system.
Proprietorship	Proprietor	-
Partnership	The Partner holding power of attorney	The power of attorney in original to be uploaded in the e_portal system.
Limited Company	Persons holding Power of attorney	The power of attorney in original to be uploaded in the e_portal system.

Details of work order/contract shall be given in support of the above as per below format

SI No	Full Postal Address of Customer and Officer in charge including email ID	Brief description of Work & Quantities	Work Order No. and date	Value of Contract in Rupees in Lakhs	Time Schedule in months	Actual date of completion

Annexure -07 –(Packing list & drawings) Attached separately

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY
(On non-Judicial paper of appropriate value)

Bank Guarantee No.....
Date.....

To

Bharat Heavy Electricals Ltd.,
Regional Operations Division
14/15th Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....1(Tender Conditions), M/s. having its registered office at2 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....3 invited by Bharat Heavy Electricals Limited, BHEL House, Siri Fort, New Delhi-110 049, India through its Unit at Bharat Heavy Electricals Limited, 14/15th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai – 400005.

The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of5 is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

We, the [Name & address of the Bank]
..... having our Registered Office at
.....(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the BHEL without any demur, merely on your first demand any sum or sums of Rs. 5 (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

We undertake to pay to the BHEL any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the BHEL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the BHEL against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the BHEL or any indulgence by the BHEL to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the BHEL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that BHEL may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including6 and shall be extended from time to time for such period as may be desired by the BHEL.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the BHEL in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the 7 we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BHEL in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....5.....
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before 7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

- 1 Details of the Invitation to Bid/NIT
- 2 Name and Address of the Tenderer
- 3 Details of the Work
- 4 Name of the BHEL Unit/office
- 5 BG Amount in words and Figures
- 6 Validity Date
- 7 Date of Expiry of Claim Period

Notes:

- 1. Expiry of claim period may be 6 months after validity date.
- 2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher.
- 3. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/ Bank issuing the guarantee.

List of Manufacturing Units supplying cargo for Syria project

Name & Designation	Unit	Office ph. No.	Mobile no.	E mail
Haridwar				
Sh. Salendra Kumar Mittal AGM (Comm (E&CC))	Haridwar	01334-284638	9917233376	shailml@bhel.in
Jhansi				
Sh. Pravin Kumar Sr. Manager (TRC)	Jhansi	0510-2412232	9453001061	pravin@bhel.in
Trichy-valve				
Sh. Rajat Kumar Gour DGM (Valves Comm.)	Trichy-valves	0431-2576677	9442502897	rajatkumar@bhel.in
Trichy-Fossil Boiler				
Sh .G Sundera Raman Sr. DGM (Comm)	Trichy	0431-2577673	9442502920	sundarg@bhel.in
Piping Centre, Chennai				
Sh. C.S. Raja A GM (PC Commercial)	Piping Centre	044-28161366	9444948218	csraja@bhel.in
Bhopal				
Sh. S K Gupta AGM (STS North Zone)	Bhopal	0755-2502780	9425604506	sanjay1966@bhel.in
Ranipet				
Sh. P Suresh Kumar AGM (Comm)	Ranipet	01472-284972	9786015281	psureshkumar@bhel.in
Hyderabad				
Sh. M Sridhar AGM CM Comm.	Hyderabad	040-2318-4982	9490165450	msridhar@bhel.in
PEM (PE)				
Sh. Asif Iqbal Quraishi DGM	Noida	0120-4368645	8800520135	asifiqbal@bhel.in
Sh. Haseen Ahmed Manager	Noida	0120-4368729	9871116747	haseenahmed@bhel.in

Note:

1. Bidders can contact the above persons for further details of cargo like schedule of arrival, despatch details etc.
2. Contractor can contact the above persons for clarification on despatch documents like HSN code, repacking instructions after customs examination etc.
3. Contractor can also expedite with the above persons for scheduling of vessel at load port.
4. For giving advance notice of arrival of shipment at discharge port so that units deploy suitable manpower for installation and commissioning at site, if required