Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited

Ref: Date: --/--/----

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NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES OR PURCHASE TENDERS FROM THIS OFFICE ALSO

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To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	**BHEL/NR/SCT/ YEMEN/ TRANSPORTATION/958**	
ii	Broad Scope of job	**Cargo Handling, Custom Clearance and Transportation from Sana'a Airport to Marib, Yemen Site**	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	*Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc*	*Applicable*
b	Volume-IB	*Special Conditions of Contract (SCC)*	*Not Applicable*
c	Volume-IC	*General Conditions of Contract (GCC)*	*Applicable*
d	Volume-ID	*Forms and Procedures*	*Applicable*
e	Volume-II	*Price Schedule*	*Applicable*
iv	Issue of Tender Documents	***1. Sale from BHEL PS Regional office at :*** ***Start : 25 /05/2014 , Time : 1000 Hrs (IST)*** ***Closes: 17 /06/2014 , Time : 1200 Hrs (IST)*** **2. From BHEL website (www.bhel.com)** Tender documents will be available for downloading from website till due date of submission	*Applicable/*
v	DUE DATE & TIME OF OFFER SUBMISSION	***Date : 17 /06/2014, Time : 1500 Hrs (IST)*** ***Place : BHEL-PSNR-Noida***	*Applicable*
vi	OPENING OF TENDER	***Date : 17 /06/2014,*** *(within 2 hours of the latest due date and time of offer submission).* *Notes:*	*Applicable*

		(1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. *(2) Bidder may depute representative to witness the opening of tender*	
vii	**EMD AMOUNT**	***1020 USD***	*Applicable*
viii	**COST OF TENDER**	***Nil***	*Applicable*
ix	**LAST DATE FOR SEEKING CLARIFICATION**	*Date:* ***04 /06/2014*** *Along with soft version also, addressing to undersigned & to others as per contact address given below*	*Applicable*
x	**SCHEDULE OF Pre Bid Discussion (PBD)**		*Not applicable.*
xi	**INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)**		*Not Applicable*
xii	**Latest updates**	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) **and not in the newspapers**. Bidders to keep themselves updated with all such information	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Sana'a ,Yemen issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays

4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft in favour of Bharat Heavy Electricals Limited, payable at Sana'a, Yemen. For other details and for 'One Time EMD' please refer Technical Conditions of Contract.

5.0 **Procedure for Submission of Tenders**: The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

<table>
<tr><td>Sl no</td><td>Description</td><td>Remarks</td></tr>
<tr><td></td><td>Part-I A</td><td></td></tr>
<tr><td></td><td><u>ENVELOPE – I superscribed as</u> :
PART-I (TECHNO COMMERCIAL BID)
TENDER NO :
NAME OF WORK :
PROJECT:
DUE DATE OF SUBMISSION:

CONTAINING THE FOLLOWING:-</td><td></td></tr>
<tr><td>i.</td><td>Covering letter/Offer forwarding letter of Tenderer.</td><td></td></tr>
<tr><td>ii.</td><td>Duly filled-in `No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.

<u>Note:</u>
a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.
b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.
i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL
ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</td><td></td></tr>
<tr><td>iii.</td><td>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.

It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</td><td></td></tr>
<tr><td>iv.</td><td>All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.</td><td></td></tr>
<tr><td>v.</td><td>Integrity Pact Agreement (Duly signed by the authorized signatory)</td><td>If applicable</td></tr>
<tr><td>vi.</td><td>Duly filled-in annexures, formats etc as required under this Tender Specification/NIT</td><td></td></tr>
<tr><td>vii.</td><td>Notice inviting Tender (NIT)</td><td></td></tr>
<tr><td>viii.</td><td>Volume – I A : <u>Technical </u>Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</td><td></td></tr>
<tr><td>ix.</td><td>Volume – I B : Special Conditions of Contract (SCC)</td><td></td></tr>
<tr><td>x.</td><td>Volume – I C : General Conditions of Contract (GCC)</td><td></td></tr>
<tr><td>xi.</td><td>Volume – I D : Forms & Procedures</td><td></td></tr>
<tr><td>xii.</td><td>Volume – II (UNPRICED – without disclosing rates/price, but mentioning only ‘QUOTED’ or ‘UNQUOTED’ against each item</td><td></td></tr>
<tr><td>xiii.</td><td>Any other details preferred by bidder with proper indexing.</td><td></td></tr>
</table>

<table>
<tr><td></td><td>PART-I B</td><td></td></tr>
<tr><td></td><td><u>ENVELOPE – II superscribed as</u>:
PART-I (EMD/COST of TENDER)
TENDER NO :
NAME OF WORK :
PROJECT:
DUE DATE OF SUBMISSION:</td><td></td></tr>
</table>

	CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender **OR** Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: **CONTAINING THE FOLLOWING**	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: **CONTAINING THE FOLLOWING:**	
i	o Envelopes I o Envelopes II o Envelopes III	

SPECIAL NOTE : All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 Assessment of Capacity of Bidders:

Bidders capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:

I. **LOAD**: Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The 'Load' is the sum of the unit wise identified packages (refer Table-1) for contracts with BHEL Regions. The cut off month for reckoning 'Load' shall be the month, two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:

(Note: For example if latest bid submission is in Aug 2011, then the 'load' shall be calculated upto and inclusive of June 2011)

i). Total number of Packages
Total number of Packages in hand = P
Where

- 'P' is the sum of all unit wise identified packages under execution with BHEL Regions as of the cut off month defined above, including packages yet to be commenced, excepting packages which are on HOLD due to reasons not attributable to Bidder..

II. **PERFORMANCE**: Here 'Monthly Performance' of the bidder for all the packages (**under execution**/ executed during the 'Period of Assessment' in all the Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the month two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:

(**Note**: For example if 'latest date of bid submission' is in Aug 2011, then the 'performance' shall be assessed for a 6 month period upto and inclusive of June 2011, for all the unit wise identified packages (refer Table I)

i). Calculation of Overall 'Performance Rating' for 'similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':
This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

a) P_1, P_2, P_3 , P_4 , P_5 , …. P_N etc be the packages (**under execution**/ executed during the 'Period of Assessment' in all Regions) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = $\mathbf{P_T}$ (ie $P_T = P_1 + P_2 + P_3 + P_4 + .. P_N$)

b) Number of Months 'T_1' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1. Similarly T_2 for package P_2, T_3 for package P_3, etc for the tendered scope. Now calculate cumulative total months '$\mathbf{T_T}$' for total similar Packages '$\mathbf{P_T}$' for all Regions (i.e $\mathbf{T_T} = T_1 + T_2 + T_3 + T_4 + .. T_N$)

c) Sum 'S_1 ' of 'Monthly Performance Evaluation' Scores (S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, S_{1-5},…. S_{1-N}) for similar package P_1, for the 'period of assessment' 'T_1' (i.e $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \ldots S_{1-N}$). Similarly S_2 for package P_2 for period T_2, S_3 for package P_3 for period T_3, etc for the tendered scope for all Regions. Now calculate cumulative sum 'S_T' of 'Monthly Performance Evaluation' Scores for total similar Packages '$\mathbf{P_T}$' for all Regions (i.e 'S_T'$= S_1 + S_2 + S_3 + S_4 + S_5 + \ldots S_N$.)

d) **Overall Performance Rating 'R_{BEHL}' for the similar Package/Packages** (**under execution**/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL)**:**

$$= \frac{\textbf{Aggregate of Performance scores for all similar packages in all the Regions}}{\textbf{Aggregate of months for each of the similar package for which performance should have been evaluated in all the Regions}}$$

$$= \frac{S_T}{T_T}$$

e) **Bidders to note that the risk of non evaluation or non availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder**

f) **Table showing methodology for calculating 'a', 'b' and 'c' above**

Sl no	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P_1	P_2	P_3	P_4	P_5	…	P_N	Total No of similar packages for all Regions = $\mathbf{P_T}$ ie Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment for corresponding similar Package (as in row 1)	T_1	T_2	T_3	T_4	T_5	…	T_N	Sum (Σ) of columns (iii) to (ix) = $\mathbf{T_T}$
3	Monthly performance scores for the corresponding period (as in Row 2)	S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, … S_{1-T1}	S_{2-1}, S_{2-2}, S_{2-3}, S_{2-4}, … S_{2-T2}	S_{3-1}, S_{3-2}, S_{3-3}, S_{3-4}, … S_{3-T3}	S_{4-1}, S_{4-2}, S_{4-3}, S_{4-4}, … S_{4-T4}	S_{5-1}, S_{5-2}, S_{5-3}, S_{5-4}, … S_{5-T5}	.. … … … …	S_{N-1}, S_{N-2}, S_{N-3}, S_{N-4}, … S_{N-TN}	---------
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S_1	S_2	S_3	S_4	S_5	…	S_N	Sum (Σ) of columns (iii) to (ix) = $\mathbf{S_T}$

ii) Calculation of Overall 'Performance Rating' (**R_{BHEL}**) in case 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. 'R_{BHEL} ' shall be calculated subject to availability of 'performance scores' for at least.6 'package months' in the order of precedence below:

a) 'Period of Assessment.
b) 12 months preceding the cut-off month
c) 24 months preceding the cut-off month
d) 36 months preceding the cut-off month

In case, R_{BHEL} cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'

iii) Factor "L" assigned based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions,:

Sl no	Overall Performance Rating (R_{BHEL})	Corresponding value of 'L'
1	=60	NA
2	> 60 and ≤ 65	0.4
3	> 65 and ≤ 70	0.35
4	> 70 and ≤ 75	0.25
5	> 75 and < 80	0.2
6	≥ 80	NA

III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages P_{Max}= (R_{BHEL}- 60) divided by corresponding value of 'L'
i.e. (R_{BHEL}- 60)/L

Note:

i. In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number
ii. For R_{BHEL} = 60 , P_{Max} = '1'
iii. For R_{BHEL} ≥ 80, there will be no upper limit on P_{Max}

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if P ≤ P_{Max}
(where P is calculated as per clause 9.I)

IV. **Explanatory note**:

a) Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or CI, etc at the individual level irrespective of rating of Plant, and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, CI, Civil, Structure, etc is considered individual level of package. For example in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl no II above, needs to be evaluated considering all the identified packages (ie Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above

b) Identified Packages (Unit wise)

Table-1

	Civil	Electrical & CI	Mechanical
	i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). CI iii). Others (Elec & CI)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). LP Piping iv). ESP v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Handling x). Material Management xi). Material Handling & Material Management xii). Others (Mechanical)

c) Bidders who have not been evaluated for at least six package months in the last 36 months in the online BHEL system for contractor performance evaluation in BHEL PS Regions, wef July'2010 shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.

The "FIRST TIMER" tag shall remain till execution of work for a period of not less than 09 months, from the commencement of work of first package

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Capacity Evaluation of Bidders'.

d) In the unlikely event of all bidders shortlisted against Technical and Financial Qualification criteria not meeting the criteria on 'Assessment of Capacity of Bidders' detailed above, OR leads to a single tender response on applying the criteria of 'Assessment of Capacity of Bidders' or due to non-approval by Customer, then BHEL at its discretion reserves the right to consider the further processing of the Tender based on the **Overall Performance Rating** '**R_{BHEL}**' only, starting from the upper band.

e) 'Under execution' shall mean works in progress as per the following:

i. up to Boiler Steam Blowing in case of Steam Generator and Auxiliaries

ii. upto Synchronisation in case of all other works excepting sl no (i) and (iii)

iii. Upto execution of at least 90% of anticipated contract value in case of Civil & Structures (unit wise), Enabling works and upto 90% of material unloading (in tonnage) as per the original contract in case of MM Package.

Note : BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (i), (ii) and (iii) above, depending upon the balance scope of work to be completed.

f) Performance evaluation in CL 9 above is applicable to Prime bidder and consortium partner (or Technical tie up partner) for their respective scope of work.

10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**

16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

17.0 In case BHEL decides on a `Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .

However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDs' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

23.0 **Not Used**

24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

25.0 The bidder may have to produce original document for verification if so decided by BHEL.

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

27.0 BHEL reserves the right to go for **Reverse Auction (RA**) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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

Information and General Terms and Conditions governing RA shall form part of the RFQ/ Enquiry.

28.0 It may please be noted that **guidelines/rules** in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may **undergo change** from time to time and the latest one shall be followed.

29.0 **Micro and Small Enterprises (MSE)**
Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSE	SC/ST owned	Others
Micro		
Small		

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

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3 where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last 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 bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. .

30.0 Order of Precedence

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

a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
b. Notice Inviting Tender (NIT)
c. Price Bid
d. Technical Conditions of Contract (TCC)—Volume-1A
e. General Conditions of Contract (GCC) —Volume-1C
f. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Annexure-3: Chartered Accountant certificate for MSMED
04. Other Tender documents as per this NIT.

ANNEXURE - 1

PRE QUALIFYING REQUIREMENTS

JOB	**"Cargo Handling, Custom Clearance and Transportation from Sana'a Airport to Marib, Yemen Site"**
TENDER NO	**BHEL/NR/SCT/ YEMEN/ TRANSPORTATION/958**

<table>
<tr><td rowspan="2">SL NO .</td><td rowspan="2">PRE QUALIFICATION CRITERIA</td><td colspan="2">Bidders claim in respect of fulfilling the PQR Criteria</td></tr>
<tr><td>Name and Description of qualifying criteria</td><td></td></tr>
<tr><td>A</td><td>Submission of Integrity Pact duly signed</td><td>Not Applicable</td><td></td></tr>
<tr><td>B</td><td>Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT</td><td>Applicable (BY BHEL)</td><td></td></tr>
<tr><td>C</td><td><u>Technical</u>
Bidder who wishes to participate should have executed, during last seven years, as on the date of opening of Technical Bid, works of custom clearance in Yemen. Documentary evidence to be submitted.</td><td>Applicable</td><td></td></tr>
<tr><td>D

1.1

1.2</td><td><u>Financial</u>
<u>TURNOVER:</u> Bidders should have achieved an average annual financial turnover (Audited) of USD 12750/- or more over the last three financial years (FY) i.e. 2010-2011, 2011-2012, 2012-2013.

<u>Net worth</u>: Net worth of the bidder based on the latest audited accounts as furnished for D 1.1 above should be positive.

<u>Profit:</u> Bidder should have earned cash profit in any one of the three financial years as applicable in the last three financial years defined in D 1.1 above based on latest audited accounts.
(Relevant documents, meeting above requirements at C & D, shall be submitted by bidders.)</td><td>Applicable</td><td></td></tr>
<tr><td>E</td><td>Approval of Customer</td><td>Not Applicable</td><td></td></tr>
<tr><td>F</td><td>Consortium criteria</td><td>Not Applicable</td><td></td></tr>
<tr><td></td><td colspan="3"><u>Explanatory Notes for QR 'C'</u>
For QR 'C' above the word 'Executed 'means the bidder should have achieved the criteria, specified in the QR, even if the total contract has not been completed or closed.
If the Qualifying work is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.</td></tr>
</table>

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK OREDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

ANNEXURE - 2

CHECK LIST

NOTE:- Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (√) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with **PRE QUALIFICATION CRITERIA** (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / ~~NO~~
7	Audited profit and Loss Account for the last three years	Applicable/~~Not Applicable~~	YES/~~NO~~
8	Copy of PAN Card	Applicable/~~Not Applicable~~	YES/~~NO~~
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/~~Not Applicable~~	YES/~~NO~~
10	Integrity Pact	~~Applicable~~/Not Applicable	~~YES~~/NO
11	Declaration by Authorised Signatory	Applicable/~~Not Applicable~~	YES/~~NO~~
12	No Deviation Certificate	Applicable/~~Not Applicable~~	YES/~~NO~~
13	Declaration confirming knowledge about Site Conditions	Applicable/~~Not Applicable~~	YES/~~NO~~
14	Declaration for relation in BHEL	Applicable/~~Not Applicable~~	YES/~~NO~~
15	Non Disclosure Certificate	Applicable/~~Not Applicable~~	YES/~~NO~~
16	Bank Account Details for E-Payment	Applicable/~~Not Applicable~~	YES/~~NO~~
17	Capacity Evaluation of Bidder for current Tender	Applicable/~~Not Applicable~~	YES/~~NO~~

18	Tie Ups/Consortium Agreement are submitted as per format	~~Applicable~~/Not Applicable	~~YES~~/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/~~Not Applicable~~	YES/~~NO~~
20	Analysis of Unit rates	Applicable/~~Not Applicable~~	YES/~~NO~~

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE - 3

Certificate by Chartered Accountant on letter head

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

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

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

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

(Strike off which is not applicable)

The above investment of Rs.......………………Lacs is within permissible limit of Rs............................Lacs for .... Micro / Small **(Strike off which is not applicable)**

Category under MSMED Act 2006.

Or

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

ANNEXURE - 4

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid‟ in the Reverse Auction. Non submission of "online sealed bid‟ by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite actionby BHEL as per extant guidelines in vogue.

3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.

4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.

5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.

6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.

7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

8. Reverse auction will be conducted on scheduled date & time.

9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL‟s standard practice.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the

„Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

15. In case BHEL decides to go for reverse auction, the H1(s) bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

ANNEXURE – 4

Authorization of representative who will participate in the on line Reverse Auction Process;

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

2014

TECHNICAL CONDITIONS OF CONTRACT (TCC)

(Document No PS:MSX:TCC)

Custom clearance of Airlifted consignments at Sana'a airport, Airport handling including Custom Clearance and taking delivery, Loading on Transport vehicle and safe Transportation from Sana'a Airport to Marib project site, near safer, in Republic of Yemen .Unloading and handing over to BHEL authorities.

BHARAT HEAVY ELECTRICALS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

POWER SECTOR: NORTHERN REGION

PLOT NO 25, SECTOR 16 A, NOIDA, DISTT. GAUTAM BUDDH NAGAR, INDIA

PIN: 201301

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1-PROJECT SYNOPSIS

1.	Name of the Owner	:	PUBLIC ELECTRICITY CORPORATION
2.	Address	:	PUBLIC ELECTRICITY CORPORATION AIR PORT STREET, P.O.BOX-178 SANA'A, REPUBLIC OF YEMEN
3.	Installed capacity	:	3 x V 94.2
4.	New Installation	:	4 x V 94.2
5.	Nearest City	:	MARIB – APPROX. 50 km
6.	Nearest Airport	:	SANA'A – APPROX. 250 km
7.	Nearest Seaport		ADEN
8.	Temperature	:	MAX. 48 Deg. C , MIN. 2 Deg. C
9.	Relative Humidity	:	MIN. 2% , MAX. 98%
10.	Wind Speed	:	Basic wind speed 34 m/s (120 km/hr)
11.	Seismic Zone	:	2 A Seismic acceleration 0.15 g
12.	Geographical Location	:	15 00 N, 48 00 E
13.	Site	:	The Site of Marib Power Plant is approximately 250 Km from Sana'a, capital town of Yemen and is located in the east of Yemen. Marib is the most famous ancient city in Yemen. The old city of Marib lies in the Sabean plains on the outskirts of the east Yemen desert MafazetSaihad'. The site conditions aremostly desert; hot and humid along west coast; temperate in western mountains affected by seasonal monsoon; extraordinarily hot, dry, harsh desert in east Terrain narrow coastal plain backed by flat-topped hills. The area usually faces sand storms and dust storms in summer.

2.0 SCOPE OF WORK

Consignment Description: Approx.20 MT of consignments subject to variation (no contractual or legal binding on BHEL regarding cargo volume) has to be transported under this contract to Safer, Marib Project site in Yemen. There are two different sets of cargoes (arriving in multiple lots) to be transported to Marib project site, Yemen. One set of cargoes will be airlifted from India to Sana'a Airport and another set of cargoes will be airlifted from any other country to Sana'a Airport. The contractor will have to receive both the sets of cargoes at Sana'a Airport and deliver it to Marib Project site, Yemen.

Brief scope of work:

1- On intimation from BHEL, Track the consignment availability at Airport.
2- Collect the dispatch documents from BHEL-Sana'a office.
3- Arrange required documents for Custom Duty payment exemption and Custom clearance from Customer/Consignee i.e. Public Electricity Corporation (PEC).
4- Airport handling including Custom clearance and taking delivery of consignment from airport authorities.
5- To ensure Safe Transportation of consignment from airport to site
6- Loading on transport vehicle and secure transportation of consignment from Airport to Site.
7- Unloading at site and Handing over to BHEL Site Store.

During the execution of aforesaid work, contractor shall be responsible for the following:

a- Contractor shall check that there is no damage to package received by them and consignment is intact. In case, it is not so, then contractor shall generate necessary evidence for the damage and shall inform Airport authorities and BHEL.
b- The contractor shall submit proof of intimation given to the Governorate of Marib-Yemen with regard to the selected local transporter for transporting consignment to site.
c- Clear, forward and transport the cargo from Sana'a Airport in Yemen to Marib Project site. Take necessary permissions from the concerned statutory authorities/Customs/airport 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 contractor's account.
d- The contractor shall give advance notice to the Marib site authorities regarding arrival of cargo and coordinate closely with site authorities and finalize/inspect the storage area at site well in advance of cargo arrival to avoid any delays in unloading.

e- Unload the cargo at the Project site/project store with all required Tools & Plants (T&P) to be arranged by Contractor and handling expenses will be to the contractor's account.

f- Contractor to ensure "Material Receipt Certificate" duly signed by the consignee or their authorized agent and provide the same to BHEL along with necessary documents immediately after delivery of the cargo to the consignee.

g- All invoices must be in English.

SL NO.	DESCRIPTION & CAPACITY OF T&P	QUANTITY	REMARKS
	All T&Ps and MMEs as per tenderer's requirement to operate and maintain the services which are to be provided by contractor as per Tender.	As required	

SL NO.	DESCRIPTION & CAPACITY OF T&P	QUANTITY	REMARKS
---	NIL	NIL	------------

6.1 TIME SCHEDULE :

6.1.1 On receipt of information from BHEL through email regarding arrival of consignment, contractor shall collect required documents from BHEL Sana'a office preferably same day but not later than next day.

6.1.2 Based on these documents, contractor will arrange Custom Exemption Certificate from Customer (PEC). Contractor will have to arrange custom exemption certificate from customer within maximum Three (3) working days and BHEL Sana'a office will extend all help in arranging Custom Clearance Certificate from PEC, but it will be basic responsibility of contractor to arrange custom exemption certificate from customer/PEC. In case Custom exemption is not applicable on the consignment, BHEL will inform contractor accordingly and contractor will have to deposit applicable Custom Duty to Authorities and the same shall be reimbursed by BHEL on producing documentary evidence.

6.1.3 Contractor will be allowed maximum five (5) days for Custom Clearance from the date on which the information is received from BHEL office regarding consignment arrival. These Five days includes period for collecting documents from BHEL Sana'a Office, Arranging Custom exemption Certificate from PEC and release of consignment after custom clearance at Airport. If any demurrage charges are payable up to allowed period, the same shall be reimbursed to contractor by BHEL on producing documentary evidence. But demurrage charges payable after allowed period shall be to contractor's account.

6.1.4 Demurrage Charges on account of delay due to documentary shortcomings will not be to contractor's account. The total time period allowed for custom clearance will be as mentioned above excluding delays on account of documentary shortcomings.

6.2 CONSEQUENCE OF DELAY:

Consignments received from the Airport authorities shall be transported and handed over to BHEL site within Seven (7) days. If contractor fails to do so, then contractor shall be liable to pay penalty @ 1 % per day subject to a maximum penalty of 10% of Total Cost payable to Contractor against the subject consignment.

6.3 CONTRACT DURATION and CONTRACT EXTENSION:

Initially for 24 months from the date of issue of LOI. This can be extended beyond 24 months subject to mutual agreement.

7.0 TERMS OF PAYMENT

7.1 Running Account Bills (RAB) payment :

(a) Release of payment in each running bill will be restricted to 95% of the invoice value.

(b) The 5% remaining shall be treated as “Retention Amount” and shall be refunded along with Final Bill after Site Clearance.

(c) The payment of running bills will normally be released within 30 days of submission of invoice complete in all respect with all required documents .It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.

(d) BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, contractor to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL’s banker, as per prescribed formats:

Note: BHEL may also choose to release payment by other alternative modes as applicable.

(e) Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contractor accordingly.

7.2 Currency of Payment and Exchange Rate

100 % of the passed bill amount will be paid in US DOLLARS ($) subject to Reserve Bank of India (RBI)/ Yemen Govt. guidelines.

7.3 Final Bill

Final Bill’ is used for final payment on closing of Running Account for works or for single payment after completion of works. ‘Final Bill’ shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following.

7.3.1 ‘No Claim Certificate’ by contractor.

7.3.2 Clearance certificates where ever applicable

BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL.

8.0 TAXES & DUTIES

8.1 **Taxes and Duties (except General Sales Tax {GST} & Custom Duty {CD}) of any kind shall be borne by Contractor and rate quoted in BOQ cum rate schedule shall be inclusive of this expenditure. BHEL will not pay any amount on account of Taxes and duties. Applicable GST and CD has been paid and not to be included in the price, however civil materials are not exempted from CD hence wherever it's applicable shall be reimbursed extra subject to production of relevant documents for payment.**

8.2 **The bidder shall quote their rates inclusive of workers insurance expenses for this work (with the Establishment of Social Insurance at Republic of Yemen).**

8.3 **BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax/Profit tax under Law No. (17) of 2010 of the Income Tax Law of Yemen.**

9.1 The contractor shall comply with following towards Social Accountability:

(a) The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged, the Contractor shall be levied with expenses as per Yemen Government laws.

(b) The contractor shall not engage Forced/Bonded Labour.

(c) The contractor shall maintain Health & safety requirement as stipulated in the Contract

(d) The Contractor shall abide by UN convention w.r.t Human Rights and shall be liable for Discrimination /Corporal Punishment for failure in meeting with relevant requirements.

(e) The Contractor shall abide the requirement of Yemen government laws/ guidelines for working hours.

(f) The Contractor shall abide by the statutory requirement of Minimum Wages as per Yemen Govt. Rules and Regulations.

(g) The Contractor shall arrange potable drinking water to its employees & workers.

(h) Social Insurance participation: The contractor shall be subject to the labour law valid in the Republic of Yemen, concerning employment and misemployment of Yemeni workers. He shall also be subject to legislation concerning social insurance valid in Republic of Yemen, especially those related to work accidents and illness of profession as a result of work nature. He shall bear all insurance payments relating to that and also all payments of social insurance arising from the execution of the contract.

10.1 COMPLIANCE TO REGULATIONS AND BYELAWS

10.1.1 The Contractor shall ensure conformance in all respects with the provisions of all state and local laws, regulations or other laws in force in Yemen or elsewhere including all regulations and by-laws of any local or other duly constituted authority within Yemen or elsewhere which may be applicable to the performance of the Contract and the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works or any Temporary Works (which are herein referred to as "Laws"), and shall give all notices and pay all fees required to be given or paid thereby and shall keep BHEL and/ or its Customer (M/s PEC) indemnified against all penalties and liability of any kind for breach of any of the same. The Contractor shall undertake to respect the regulations, laws and provisions valid in the Republic of Yemen. The Legislation valid in Republic of Yemen shall be considered the sole legal reference to be applied for all what is not stipulated in the specifications of this NIT.

10.1.2 The Contractor shall conform to the provisions of any statute relating to the work and regulations and bylaws of any local authority and of any water and lighting Companies or Undertaking with whose system the work is proposed to be connected. He shall, before making any variation from the drawings or the specifications that may be necessitated for such connections give the Engineer, notice specifying the variation proposed to be made and the reasons therefore and shall not carry out any such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

10.1.3 The Contractor shall comply with all applicable Yemeni Government's safety and sanitary laws, transportation rules, regulations and ordinances, as well as the established safety rules and practices of BHEL's Customer (M/s PEC). The Contractor shall also provide insurance cover for his workmen throughout the contract period, under prevailing local Yemeni Laws.

10.2 **Arbitration & Reconciliation** shall be as per the clause in GCC.

10.3 **OTHERS**

10.3.1 Bidder's selection is subject to approval of BHEL.

10.3.2 **<u>The responsibility towards others</u>**: The contractor will bear the responsibility of all damages which hurt others due to the execution of the contract works, and he is obliged to pay compensation of these damages according to the laws and regulations valid in Yemen. Where the damages have occurred, BHEL has the right to recourse upon him for any consequent obligations through clearing or any other procedure.

10.4 **Performance Monitoring**

Performance of the Contractor is monitored through various reports/reviews and shall be jointly evaluated every month as per prescribed formats .Based on the net weighted scores obtained, Contractors shall be rated "Good" or "Satisfactory" or "Unsatisfactory".

In case of unsatisfactory performance for a continuous period of three or more months, BHEL has the right to get the balance works executed at the risk & cost of the contractor.

RATE SCHEDULE

Notes

11.1 Contractor shall fully understand the Scope of Work as per this Tender before quoting. The Scope of Work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.

11.2 The prices for all the items of the BOQ shall be quoted in US Dollars.

11.3 The Tenderer shall quote the rates as per the rate schedule only, in part II Price Bid (Original).Conditional price bids with any deviation /clarification etc. are liable to be rejected .No cutting/erasures/overwriting shall be done.

11.4 The tenderers are required to quote for all the items of the rate schedule.

11.5 Evaluation of the bids shall be done based on total price against the BOQ.

11.6 Annexure-A - BOQ CUM RATE SCHEDULE

12. **Reverse Auction** - BHEL reserves the right to go for Reverse Auction for Price Bid Opening by BHEL appointed service provider, instead of opening the submitted sealed price bid in the conventional way. The Business Rules for Reverse Auction shall be as per BHEL guidelines issued from time to time.

13. **SECURITY DEPOSIT**

13.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as per the rates given below:

SN	Contract Value	Security Deposit Amount
1	Up to Rs. 10 lakhs	10% of Contract Value
2	Above Rs. 10 lakhs upto Rs.50 lakhs	1 lakh + 7.5% of the Contract Value exceeding Rs. 10 lakhs.
3	Above Rs. 50 lakhs	Rs 4 lakhs + 5% of the Contract Value exceeding Rs. 50 lakhs.

NOTE: SD is required to be submitted in US Dollars (USD). The conversion rate from INR to USD shall be the exchange rate of State Bank of India (SBI TT Selling rate) as prevailing on the date of Technical Bid opening

13.2 The security Deposit should be furnished before start of the work by the contractor.

13.3 Security Deposit may be furnished in any one of the following forms

i) Cash (as permissible under the Income Tax Act)
ii) Pay Order / Demand Draft in favour of BHEL.
iii) Local cheques of scheduled banks, subject to realization.
iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats
vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.

viii) EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) 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.

13.4 The Security Deposit shall not carry any interest.

13.5 In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:

i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.

ii) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.

iii) In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL

iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.

13.6 The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

13.7 **BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor’s failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL**.

13.8 If the final price of successful bidder is lesser by "more than 20%" of BHEL"s estimates then only, "Additional Security Deposit" will be required to be submitted by the successful bidder with value as follows:

Additional Security Deposit =30 % of (A-B) will be calculated as below:

A = 80% of BHEL estimate

B = The final offered price of successful bidder through RA (In case of RA)

OR

Sealed paper price bid of successful bidder(in case of paper bid)

This "Additional Security Deposit" shall have the same validity as that of the "Security Deposit" and shall be deposited/ revalidated/released in the manner as spelt out for the "Security Deposit" as above.

The BHEL"s estimated value shall be disclosed to successful bidder (on request) in case "Additional Security Deposit" is applicable.

14 RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

15 EARNEST MONEY DEPOSIT

EMD shall be furnished along with the offer in full as per the amount indicated in the NIT i.e. 1020 USD (US Dollars One Thousand Twenty only).

15.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

i) EMD shall be furnished along with the offer in full as per the amount indicated in the Technical Conditions of Contract (TCC)/ NIT.

ii) EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' and payable at Sana'a, Yemen

iii) No other form of EMD remittance shall be acceptable to BHEL

iv) Bidder may opt to deposit "One Time EMD" of USD 3400 (US Dollars Three Thousand Four Hundred only) with BHEL:Power Sector Region HQ issuing the tender, which will enable them to participate in all the future tender enquiries in respect of Erection and Commissioning services issued from the respective office. Interested bidders may clearly send their consent for converting the present EMD into a "One Time EMD" in their offer.

- Note : The 'One Time EMD' cannot be withdrawn by the tenderers within 3 years from the date of deposit, under any circumstances. The Tenderer who wishes to withdraw after three years will not be allowed to submit 'One Time EMD' again.

v) Bidders who have already deposited such "One Time EMD" of USD 3400 (US Dollars Three Thousand Four Hundred only) are exempted from submission of EMD for this tender. However a copy of 'One Time EMD' certificate issued by BHEL Regional HQ issuing the tender shall be enclosed along with the offer.

15.2 EMD by the bidder will be forfeited as per Tender Documents if-:

i) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.

ii) The bidder does not commence the work within the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

15.3 EMD shall not carry any interest.

15.4 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.

BOQ CUM RATE SCHEDULE **Annexure-I**

MARIB 400 MW GTPSP II, REPUBLIC OF YEMEN

Name of Work: **Receipt of Cargos at Sana'a Airport including Airport handling & Custom Clearance and safe transportation of cargos upto Marib Project Site including Loading of Cargos to Transport Vehicle at airport and Unloading at site.**

S.No.	Description of Item	Quantity	UNIT	Rate (USD)	AMOUNT (USD)
[1]	[2]	[3]	[4]	[5]	[6]= [3] x [5]
1	**Receipt of Cargos at Sana'a Airport including Airport handling & Custom Clearance excluding delivery charges which shall be paid extra as per actual. [Rate to be Quoted for each Airway Bill/shipment.]**	AWB	Nos.	USD/AWB	
(i)	For Air shipment weight upto 150 kg	14	Nos.		
(ii)	For Air shipment weight falling between 151 to 500 kg	10	Nos.		
(iii)	For Air shipment weight falling between 501 to 1000 kg	10	Nos.		
(iv)	For Airshipment weight falling between 1001 to 2000 kg	2	Nos.		
(v)	For Air shipment weight falling between 2001 to 3000 kg	1	Nos.		
(vi)	For Air shipment weight falling between 3001 to 4000 kg	1	Nos.		
		38	Nos.		
2	**Transportation Charges from Sana'a Airport to Marib,Site including Loading at airport and Unloading at site for gross weight of material being transported at a time in single lot. [rate to be quoted for each lot]**	LOT	Nos.	USD/LOT	
(i)	Lot weight Up to 150 kg	14	Nos.		
(ii)	Lot weight between 151 to 500 kg	10	Nos.		
(iii)	Lot weight between 501 to 1000 kg	10	Nos.		
(iv)	Lot weight between 1001 to 2000 kg	2	Nos.		
(v)	Lot weight between 2001 to 3000 kg	1	Nos.		
(vi)	Lot weight between 3001 to 4000 kg	1	Nos.		
		38	Nos.		
	Grand Total				

Important Terms:

Package: means material received in one packing.

Air Shipment: means materials received against same Air way bill. One Air shipment may consists of more than one package.

LOT: means material being transported at a time from airport to site. One may consist of material received against more than one Air shipment.

AWB: Air Way Bill

Note:
1) Cargo Handling and Custom Clearance is in Bidder's Scope.
2) To ensure safe transportation of consignment from airport to site.
3) Loading in Transport Vehicle at airport and Unloading at site is in Bidder's scope.
4) Cargos shall be shipped in packages.Packages shall be airshipped from India or from any other country.
5) The number of shipments or Lots of each category mentioned in the above table may vary and also may not be utilised . The rates shall be mentioned on Per Airway Bill/Shipment or Per Lot basis only.
6) **Contract shall be valid for 24 Months.**
7) **Customs Duty is not in Bidder's scope.**
8) Demurrage charges shall be paid as per actuals if it is attributable to BHEL.
9) Delivery Order Charges per Kg shall be paid as per actuals on production of official Reciept.
10) Evaluation shall be done based on Grand Total Price.
11) Approx 20 MT of consignments to be airport handled including Custom Clearance and transported to site.