



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

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

Phone: 022-22171350, Fax: 022- 22151460.

No.RE/MUM/EXP/ ES-2229

Date: 10.02.2023

To,
M/s _____

Dear Sirs,

Sub: Appointment of contractor for Ocean Freighting of Container Cargo from JNPT to Dakar port, Senegal on CIF basis.

BHEL, a Power Equipment Manufacturing Company, intends to export Engineering cargo. Your most competitive offer is invited for the subject transportation in line with the terms and conditions placed in the tender specification. BHEL invites offers for movement of above mentioned cargo. The tender comprises of:

1	Gist of Information	SECTION I
2	Scope of Work	SECTION II
3	Instruction to bidders	SECTION III
4	Special Conditions	SECTION IV
5	General Terms and Conditions	SECTION V
6	Techno Commercial bid PQR	SECTION VI
7	Price Bid	SECTION VII
8	Compliance Letter	SECTION VIII

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for One month for acceptance from the due date of tender. Tender should be submitted stated in "Instruction to bidders – Section - III". The technical offer should comply with the all tender requirement. **It is a two part bid tender i.e. Techno commercial bid and price bid. E-Price bid of only techno commercially qualified bidder will be opened. The offers with any deviation will be rejected and the price bid of the bidder will not be opened.**

REVERSE AUCTION WILL BE CONDUCTED FOR THIS TENDER.

Thanking you,

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

-SD-

Dy. Manager (Exports)

Encl: Section I to VIII

SECTION I
GIST OF INFORMATION

BHEL intends to appoint a Contractor for Ocean Freighting of Containerized Cargo from JNPT to Dakar port, Senegal.

In this regard Please Note below table:

Sno		
1	BHEL ROD Mumbai adress:	
	Contact person: Mr. Amit Kumar, Dy. manager (Exports) Mr. Mohsin Shaikh, Dy. Engineer (Exports) Mr. Sandeep Kumar, Dy. Engineer (Exports) For Escalation: Mrs. Julie Srivastava, GM (ROD-WR) Office Address: Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra, India Ph No. 22171371	Mob: 9884657089 E-mail: amitkumar.s@bhel.in Mob no: 9820536316 E-mail: sandeep_kumar@bhel.in E mail: mohsinshaikh@bhel.in For Escalation: Email: julie@bhel.in
2	Terms of Delivery:	CIF
3	Load Port:	JNPT, Nhava Sheva, India
4	Discharge Port	<u>Dakar, Senegal</u>
5	Quantum of cargo	611 CBM / 314.7 MT \pm 15%
6	Transit Time	50 days
7	Description of cargo	O & M Spares
8	Date and time of opening of (Price) Part II	will be intimated later via E-procure portal
9	EMD amount	INR 140131/-
10	Value of cargo	INR 59 Cr/-
11	Due date & Time of submission of EMD & Tender	20.02.2023 till 15:00 Hrs
12	Date and time of opening of (Technical) Part I bid	20.02.2023 15:05 Hrs

Sign and Seal of the Bidder

SECTION II
SCOPE OF WORK

Tentative packing list:

Sl. No.	Description	L (mm)	B (mm)	H (mm)	CBM	Gr. Wt. (kg)
1	SEAL RING POS 7	500	500	500	0.13	80
2	VALVE SPINDLE POS 12	1200	100.00	100	0.01	50
3	REAR OIL GUARD RING (BEARING-1 , HP PEDESTAL)	1000	1000	800	0.80	800
4	RING POS 2	300	300.00	300	0.03	13
5	SUPPORT INSULATOR	521	445	418	0.10	39.5
6	SHAFT INSULATOR	558	185	223	0.02	19
7	WALL THROUGH BUSHING INSULATOR	1279	420	404	0.22	43
8	Bearing	900	900	900	0.73	300
9	BEARING ANTIFRICTION	750	750	750	0.42	150
10	BEARING ANTIFRICTION	750	750	750	0.42	150
11	BEARING ANTIFRICTION	750	750	750	0.42	150
12	BEARING ANTIFRICTION	750	750	750	0.42	150
13	Structures & Valves (Trichy)	2100	1050	1050	2.32	1270
14	CYL RLR BRG UPR GP-4266	1000	1000	540	0.54	250
15	CYL RLR BRG UPR GP-4266	1000	1000	540	0.54	250
16	CYL RLR BRG GP-4265	1000	480	360	0.17	250
17	CYL RLR BRG GP-4265	1000	480	360	0.17	250
18	THRUST BEARING (MVS)	1000	1000	320	0.32	250
19	THRUST BEARING (MVS)	1000	1000	320	0.32	250
20	RDL BEARING (W.S)	480	480	250	0.06	250
21	RDL BEARING (W.S)	480	480	250	0.06	250
22	SPHRCL RLR THRST BRG (W.S)	480	450	300	0.06	250
23	SPHRCL RLR THRST BRG (W.S)	480	450	300	0.06	250
24	GRINDING ROLL 32" FOR XRP 703	1000	860	1000	0.86	400
25	GRINDING ROLL 32" FOR XRP 703	1000	860	1000	0.86	400
26	GRINDING ROLL 32" FOR XRP 703	1000	860	1000	0.86	400
27	GRINDING ROLL 32" FOR XRP 703	1000	860	1000	0.86	400
28	GRINDING ROLL 32" FOR XRP 703	1000	860	1000	0.86	400
29	GRINDING ROLL 32" FOR XRP 703	1000	860	1000	0.86	400
30	GRINDING ROLL 32" FOR XRP 703	1000	860	1000	0.86	400
31	GRINDING ROLL 32" FOR XRP 703	1000	860	1000	0.86	400
32	GRINDING ROLL 32" FOR XRP 703	1000	860	1000	0.86	400
33	GRINDING ROLL 32" FOR XRP 703	1000	860	1000	0.86	400
34	GRINDING ROLL 32" FOR XRP 703	860	860	1000	0.74	400
35	GRINDING ROLL 32" FOR XRP 703	860	860	1000	0.74	400
36	GRINDING ROLL 32" FOR XRP 703	860	860	1000	0.74	400
37	GRINDING ROLL 32" FOR XRP 703	860	860	1000	0.74	400
38	GRINDING ROLL 32" FOR XRP 703	860	860	1000	0.74	400
39	GRINDING ROLL 32" FOR XRP 703	860	860	1000	0.74	400
40	GRINDING ROLL 32" FOR XRP 703	860	860	1000	0.74	400
41	GRINDING ROLL 32" FOR XRP 703	860	860	1000	0.74	400
42	GRINDING ROLL 32" FOR XRP 703	860	860	1000	0.74	400

43	GRINDING ROLL 32" FOR XRP 703	860	860	1000	0.74	400
44	GRINDING ROLL 32" FOR XRP 703	860	860	1000	0.74	400
45	GRINDING ROLL 32" FOR XRP 703	860	860	1000	0.74	400
46	GRINDING ROLL 32" FOR XRP 703	860	860	1000	0.74	400
47	Goindwal Spares	1300	600	800	0.62	493
48	Goindwal Spares	1900	750	800	1.14	842
49	Goindwal Spares	1550	700	800	0.87	545
50	Goindwal Spares	1350	810	925	1.01	723
51	Goindwal Spares	1350	810	925	1.01	706
52	Goindwal Spares	1000	800	750	0.60	282
53	Goindwal Spares	1000	800	750	0.60	363
54	GRINDING ROLL 32" FOR XRP 703	1600	1600	650	1.66	3100
55	BULL RING SEGMENT SET-HP 703	1120	1120	1120	1.40	2436
56	MILL MOTOR COUPLING FOR HP 703 MILL	1360	840	710	0.81	800
57	GEAR BOX ASSEMBLY	2900	2600	2200	16.59	14312
58	W. GEAR SET 36"(WGR,SHT,KY,LNUT,WR)703HP	2000	2000	360	1.44	1245
59	W. GEAR SET 36"(WGR,SHT,KY,LNUT,WR)703HP	2730	500	500	0.68	1245
60	CYL RLR BRG UPR GP-4266	1600	1600	1000	2.56	1500
61	GRINDING ROLL 32" FOR XRP 703	1600	1600	650	1.66	2000
62	GRINDING ROLL 32" FOR XRP 703	1600	1600	650	1.66	2000
63	GRINDING ROLL 32" FOR XRP 703	1600	1600	650	1.66	2000
64	GRINDING ROLL 32" FOR XRP 703	1600	1600	650	1.66	2000
65	APRDS	762	254	406	0.08	61
66	SPARES for 19 nos. CONTROL VALVES (Gasket, Packing, Actuator Diaphragm)	1016	660	406	0.27	168
67	APRDS AS-22 items (plug with stem, pressure seal , cage, gasket, diaphragm, seal kit, graphoil packing)	508	508	127	0.03	37
68	SEAL KIT FOR STOP VALVE-HP STOP VALVE SERVOMOTOR (LEFT & RIGHT)	1000	1000	500	0.50	250
69	THREADED RING , POS 3	1200	1200	1000	1.44	600
70	COUPLING BOLT M64	600	600	600	0.22	550
71	MS STRAINER ELEMENT	700	300.00	300	0.06	120
72	THREADED RING POS 9	500	500	500	0.13	250
73	HRH STRAINER ELEMENT	1200	500.00	500	0.30	250
74	VALVE CONE WITH SPINDLE POS 4	1200	300.00	300	0.11	120
75	VALVE CONE WITH SPINDLE POS 4	1400	400.00	400	0.22	300
76	DIFFUSER , POS 2	1200	300.00	300	0.11	550
77	VALVE CONE WITH SPINDLE , POS 4	1200	300.00	300	0.11	120
78	ELECTRO-HYDRAULIC ACTUATOR - OVERLOAD BYPASS VALVE SERVOMOTOR	1200	1200.00	1000	1.44	80
79	SHAFT OF HYDRAULIC MOTOR	500	500.00	500	0.13	80
80	SHAFT OF OVER RUNNING CLUTCH	500	500.00	500	0.13	80
81	COMPENSATOR DN 700 (between LP inner and outer casing assly)	1000	1000	500	0.50	450
82	COMPANSATOR DN350 (for LP Extraction Bellow)	500	500.00	500	0.13	250

83	FD FAN ROTOR ASSY (NDV 20C2 -6%) NOTE : ROTOR ASSY CONSISTS OF IMPELLER ASSY, SHAFT ASSY, CONICAL COVER PLATE ASSY AND ACCESSORIES.	4250	2500	2500	26.56	2900
84	FD FAN COUPLING (MODEL SC12)	4000	2000	2000	16.00	1700
85	FD FAN SHAFT + 2 BEARINGS	4000	2500	1000	10.00	1500
86	MECHANICAL COUPLING BETWEEN MOTOR AND HYDRAU COUPLING AND BETWEEN HC AND FANS - FD FAN - FD FAN1 SET OFFER CONTAINS THE FOLLOWING a) 1 NO mechanical coupling between motor and hydraulic coupling b) 1 NO mechanical coupling between hydraulic coupling and FD FAN	800	150	150	0.02	130
87	4X RTD FOR GUIDE AND SUPPORT BEARINGS NOTE : 1) The requirement is RTD with Thermowell 2) 1 SET = 4 NOS 3) OFFER GIVEN FOR 1 SET	1200	500	500	0.30	10
88	ID FAN ROTOR ASSY (NDZV 28SID -6%) NOTE : ROTOR ASSY CONSISTS OF IMPELLER ASSY, SHAFT ASSY, CONICAL COVER PLATE ASSY, WEAR PLATE ASSY AND ACCESSORIES	7000	3000	3000	63.00	6500
89	Impeller Liners	2000	1500	1500	4.50	400
90	Casing Liners	4100	1600	100	0.66	1200
91	ID FAN COUPLING (MODEL CB SC-14)	4350	2800	2000	24.36	3400
92	2 JOURNAL BEARING + 2 THRUST PAD NOTE : NO THRUST PAD AS PER ORIGINAL SUPPLY	2000	2000	1000	4.00	900
93	RTD FOR ID FAN BEARING 1)PRICE IS SUBMITTED FOR ONLY 1 NO RTD FOR ID FAN BEARING 2) OFFER NOT SUBMITTED FOR THE FOLLOWING SINCE NOT ORIGINALLY SUPPLIED BY BAP RANIPET A) RTD FOR FAN MOTORS B)VIBRATION SENSOR+TRANSDUCER FOR EACH C)PRESSURE SWITCH FOR FANS LUBE OIL	1200	500	500	0.30	10
94	PA FAN ROTOR ASSEMBLY (NDV 20H) NOTE : ROTOR ASSY CONSISTS OF IMPELLER ASSY, SHAFT ASSY, CONICAL COVER PLATE ASSY AND ACCESSORIES	3200	2400	2400	18.43	1800
95	PA FAN COUPLING MODEL SC-12	4300	2000	2000	17.20	1648

96	1 PA FAN SHAFT + 2 JOURNAL BEARING + 2 THRUST PAD NOTE : 1) THRUST PAD TO BE MODIFIED AS THRUST COLLAR 2) THRUST COLLAR 1 NO AS PER ORIGINAL SUPPLY	3200	2500	1000	8.00	1142
97	MECHANICAL COUPLING BETWEEN MOTOR AND HYDRAU COUPLING AND BETWEEN HC AND FANS+2 JOURNAL BEARING+2 THRUST PAD 1 SET OFFER CONTAINS THE FOLLOWING A) 1 NO mechanical coupling between motor and hydraulic coupling b) 1 NO mechanical coupling between hydraulic coupling and FD FAN c) 2 JOURNAL BEARING d) 2 Thrust Pads	800	150	150	0.02	140
98	SEAL AIR FAN ROTOR ASSY (NDV 11.8N) NOTE : ROTOR ASSY CONSISTS OF IMPELLER ASSY, SHAFT ASSY AND ACCESSORIES	2000	1400	1400	3.92	450
99	SEAL AIR FAN COUPLING (PB 160)	400	200	200	0.02	30
100	Rotor Post Seals note : 1 set= 4 nos each	2300	1500	1500	5.18	800
101	Ceramic Fibre Blanket Insulation 1" x 2' x 25'	500	500.00	500	0.13	80
102	Static Seal Plates (Axial)	2300	1500	1500	5.18	1500
103	Motor for Cleaning Device (0.18 KW)	2300	1500	1500	5.18	1100
104	Static Seal Assy-Radial (CE) Note : Offer given for 1 APH Requirement SPOOL EXCLUDED	2300	1500	1500	5.18	2200
105	Radial Seal Assy (HE & CE) Note : Offer given for one APH Requirement	2300	1500	1500	5.18	1100
106	Cold End Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
107	Hot End & Hot Inter Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
108	Cold End Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
109	Hot End & Hot Inter Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
110	Cold End Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
111	Hot End & Hot Inter Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
112	Cold End Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
113	Hot End & Hot Inter Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
114	Cold End Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500

115	Hot End & Hot Inter Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
116	Cold End Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
117	Hot End & Hot Inter Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
118	Cold End Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
119	Hot End & Hot Inter Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
120	Cold End Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
121	Hot End & Hot Inter Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
122	Cold End Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
123	Hot End & Hot Inter Baskets;Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
124	Cold End Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
125	Hot End & Hot Inter Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
126	Cold End Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
127	Hot End & Hot Inter Baskets; Note : Offer given for one APH Requirement	2480	1680	1500	6.25	4500
128	Static Seal Assy (HE) Note : Offer given for 1 APH Requirement SPOOL EXCLUDED	2800	360	2100	2.12	950
129	Sector Plate assy-Radial (HE) Note : Offer given for 1 Nos.	2200	3500	250	1.93	1100
130	Sector Plate assy (CE) Note : Offer given for 1 Nos.	2250	3500	300	2.36	1100
131	APH DRIVE ASSY	2000	1500	1500	4.50	3350
132	Carbon bush	2300	1500	1500	5.18	2000
133	GD RAPPING SHAFT ASSY.(1 set= D50 SHAFT- 02 NOS, Shaft end - 01 no +SLEEVE 3 NOS.+SET RING 2 NOS.)	2300	1500	1500	5.18	2200
134	EERM D-50 SHAFT ASSY. (1 set= SHAFT-03 NOS.+ SLEEVE -02 NOS.+SETRING-02 NOS.+ Key-1 no.)	2300	1500	1500	5.18	2200
135	BEARING ASSEMBLY WITH CI BUSH IN SPLIT FOR EERM	2300	1500	1500	5.18	2200
136	LIFTING TOOL FOR REPLACEMENT OF SUPPORT INSULATOR	2300	1500	1500	5.18	2200
137	ARECA CONTROLLERS NOTE : BAPCON CONTROLLERS ARE OUTDATED. WE OFFER LATEST ARECA CONTROLLERS	2300	1500	1500	5.18	2200
138	SEALS FOR HOT AIR GATE	2300	1500	1500	5.18	1400

139	AIR CYLINDER FOR COLD AIR GATE	2300	1500	1500	5.18	1900
140	Mills spares	1500	800	400	0.48	60
141	Mills spares	500	500	250	0.06	80
142	Mills spares	400	400	350	0.06	80
143	Mills spares	400	400	250	0.04	35
144	Mills spares	900	900	400	0.32	384
145	Mills spares	500	500	400	0.10	118
146	Mills spares	400	1100	250	0.11	142
147	Mills spares	1100	1100	500	0.61	600
148	Mills spares	1350	1350	600	1.09	410
149	Mills spares	1050	1050	650	0.72	1106
150	Mills spares	400	800	360	0.12	428
151	Mills spares	900	900	450	0.36	216
152	Mills spares	1500	600	400	0.36	336
153	Mills spares	1000	600	225	0.14	114
154	Mills spares	1100	1100	500	0.61	300
155	Mills spares	2000	2000	1800	7.20	2813
156	Mills spares	1700	1700	1000	2.89	1400
157	Mills spares	700	600	200	0.08	32
158	Mills spares	1200	1200	420	0.60	484
159	Mills spares	1200	850	500	0.51	625
160	Mills spares	2200	2200	600	2.90	165
161	Mills spares	2400	1350	350	1.13	6720
162	Mills spares	2100	1350	600	1.70	5600
163	Mills spares	1400	1400	1600	3.14	415
164	Mills spares	2200	2200	1500	7.26	64
165	Structures & Valves (Trichy)	2100	1050	1050	2.32	1070
166	Structures & Valves (Trichy)	1200	1000	700	0.84	920
167	Structures & Valves (Trichy)	1200	1000	700	0.84	920
168	Goindwal Spares	1550	700	800	0.87	593
169	Goindwal Spares	1900	750	800	1.14	1360
170	Goindwal Spares	670	670	600	0.27	204
171	Goindwal Spares	1350	810	925	1.01	455

172	Goindwal Spares	1900	750	1125	1.60	923
173	Goindwal Spares	1350	810	925	1.01	516
174	HERP Varanasi Spare	1500	800	400	0.48	262
175	HERP Varanasi Spare	500	500	250	0.06	208
176	HERP Varanasi Spare	500	500	250	0.06	208
177	HERP Varanasi Spare	400	400	350	0.06	205
178	HERP Varanasi Spare	400	400	350	0.06	205
179	HERP Varanasi Spare	400	400	250	0.04	149
180	HERP Varanasi Spare	400	400	250	0.04	149
181	HERP Varanasi Spare	900	900	400	0.32	663
182	HERP Varanasi Spare	900	900	400	0.32	663
183	HERP Varanasi Spare	500	500	400	0.10	285
184	HERP Varanasi Spare	500	500	400	0.10	285
185	HERP Varanasi Spare	400	1100	250	0.11	242
186	HERP Varanasi Spare	1100	1100	500	0.61	710
187	HERP Varanasi Spare	1350	1350	600	1.09	647
188	HERP Varanasi Spare	1050	1050	650	0.72	1297
189	HERP Varanasi Spare	400	800	360	0.12	520
190	HERP Varanasi Spare	900	900	450	0.36	361
191	HERP Varanasi Spare	1500	600	400	0.36	495
192	HERP Varanasi Spare	1000	600	225	0.14	220
193	HERP Varanasi Spare	1500	1250	1850	3.47	8045
194	HERP Varanasi Spare	1500	1250	1850	3.47	8045
195	HERP Varanasi Spare	1500	1250	1850	3.47	8147
196	HERP Varanasi Spare	1000	850	570	0.48	2284
197	HERP Varanasi Spare	1000	850	570	0.48	2284
198	HERP Varanasi Spare	1000	850	570	0.48	2284
199	HERP Varanasi Spare	1450	1050	600	0.91	1350
200	HERP Varanasi Spare	1000	1000	750	0.75	816
201	HERP Varanasi Spare	500	500	300	0.08	316
202	HERP Varanasi Spare	500	500	300	0.08	316
203	HERP Varanasi Spare	500	500	300	0.08	316
204	HERP Varanasi Spare	400	400	300	0.05	280

205	HERP Varanasi Spare	400	400	300	0.05	280
206	HERP Varanasi Spare	400	400	300	0.05	280
207	HERP Varanasi Spare	750	235	180	0.03	81
208	HERP Varanasi Spare	1200	450	650	0.35	1628
209	HERP Varanasi Spare	1200	450	650	0.35	1628
210	HERP Varanasi Spare	1200	450	650	0.35	1628
211	HERP Varanasi Spare	1150	1000	850	0.98	675
212	HERP Varanasi Spare	1000	250	250	0.06	401
213	HERP Varanasi Spare	1100	1100	500	0.61	443
214	HERP Varanasi Spare	2000	2000	1800	7.20	2380
215	HERP Varanasi Spare	1700	1700	1000	2.89	1765
216	HERP Varanasi Spare	700	600	200	0.08	116
217	HERP Varanasi Spare	1200	1200	420	0.60	673
218	HERP Varanasi Spare	1200	850	500	0.51	794
219	HERP Varanasi Spare	2200	2200	600	2.90	577
220	HERP Varanasi Spare	2400	1350	350	1.13	5409
221	HERP Varanasi Spare	2100	1350	600	1.70	3906
222	HERP Varanasi Spare	1400	1400	1600	3.14	797
223	HERP Varanasi Spare	2200	2200	1500	7.26	1279
224	C&I SPARES	1800	1350	1100	2.67	1000
225	C&I SPARES	1800	1350	1100	2.67	1000
226	C&I SPARES	1800	1350	1100	2.67	1000
227	C&I SPARES	1800	1350	1100	2.67	1000
228	C&I SPARES	1800	1350	1100	2.67	1000
229	C&I SPARES	1800	1350	1100	2.67	1000
230	GD SCREEN (1 Set= PRIMARY Screen 1 No.+ SECONDARY Screen 1 no.)(With packing wt.)	12000	605	900	6.53	1100
231	COLLECTING ELECTRODE 1.25MM THICK,750 WIDTH,135 H NOM WITH U GUIDE & POP RIVET (PACKING WT INCLUDED)	14000	1000	1000	14	2702
TOTAL					611.44	314749.50

- (i) Cargo is non- Hazardous.
- (ii) Cargo to be shipped on FCL basis.
- (iii) Cargo is stackable.

Note: The above details are based on Engineering Design. however, shipment shall be made as per actual dimensions.

**The Cargo Volume / Weight tolerance of $\pm 15\%$ indicated is tentative which may vary with no contractual and legal binding on BHEL. *There is no guarantee for minimum load.*
*Payment will be made as per actual number of container and type of containers shipped.***

Scope of work consists of following but not limited to:

1) Delivery Incoterm: CIF

Load Port: JNPT

Discharge Port: Dakar, Senegal

2) Cargo can be shipped in multiple lots. Tentative readiness of cargo is given below:

Around 53 CBM: Ready for dispatch by End Feb 2023 (including length OOG cargo sl no 230 and 231).

Around 280 CBM: Ready for dispatch by March 2023.

Readiness of balance 279 CBM will spread up to June, however majority will be ready for shipment by April 2023.

3) Type of container requirement: Tentatively cargo is planned to be dispatched in 3 X 20' GP, 10 X 40' HC, 4 X 40' FR and 1X 40' Flatbed (**for sl no 230 and 231 of packing list**). However, the actual number and type of containers will depend on actual weight and volume of cargo. Contractor has to ensure optimum stuffing of containers for any particular LOT.

4) Handling and storage of cargo at Load Port: Contractor has to arrange CFS for storage of cargo. Bidder has to provide CFS address along with technical BID.

- Cargo will be handed over to contractor nominated CFS by BHEL.
- Contractor has to receive material upon arrival from BHEL manufacturing unit at their CFS at JNPT/ warehouse.
- **Safe unloading of cargo at CFS will be in contractor scope.** Contractor has to inform BHEL upon receipt of cargo, issue LR acknowledgment to transporter upon receipt of cargo and provide copy of acknowledgment to BHEL.
- Any visible damage to the cargo at the time of arrival must be reported immediately to BHEL.
- Safe storage of cargo and **CFS storage charges will be in contractor scope.**
- The CFS must be equipped with adequate handling facility to handle all packages mentioned in packing list.
- Contractor has to unload all material promptly upon arrival and release BHEL vehicle immediately. In-case BHEL has to arrange unloading of cargo due to non-cooperation of contractor then corresponding cost will be recovered from the contractor bill as per actual.
- In case BHEL has to store cargo due to non-cooperation of contractor at the time of receipt of cargo at CFS, corresponding storage charges will be recovered from contractor bills as per actual.

- 5) **Custom Clearance at Load port will be BHEL Scope:** Our CHA will complete Export Customs Procedure at Load Port (Preparation of shipping documents, lodging with Customs, Export custom clearance, movement of cargo upto nominated CFS will be done by BHEL's CHA.) The contractor is required to keep close co-ordination with our CHA for necessary / proper planning/Pickup notice/Carting permission etc for smooth export of shipment as per vessel schedule, BHEL will not pay Dead freight charges in any case.
- 6) **Pre-Shipment survey:** The contractor will have to ensure pre-shipment survey by nominated licenced surveyor of cargo for the condition of the cargo prior to stuffing in the containers and their loading on the vessel. Pre-shipment survey report must be shared with BHEL. Cost of Pre-shipment survey is in contractor scope. The cargo must be delivered without any deterioration/damage with respect to the pre shipment survey done.
- 7) **Fumigation:** Fumigation of cargo if required will be done by BHEL.
- 8) **Stuffing of Cargo:**
- Arrangement of empty container, ensuring soundness of empty container, handling / transportation of empty container is in **contractor's scope**.
 - Stuffing the container, lashing and chocking of the cargo and payments of any additional charges to the CFS/Shipping Line is in **contractor's scope**.
 - Contractor has to ensure optimum utilization of container space, **container stuffing plan must be shared with BHEL** before proceeding with actual stuffing (**approval of BHEL is must in this regard**).
 - All packages are stackable. Contractor has to provide final stuffing Reports and container Load plan on Packages stuffed in container.
- 9) Transportation of stuffed container for loading on ship, loading of containers on ship and all necessary activity in due course is in contractor scope.
- 10) Endorsements on the relevant documents from relevant authorities, including BHEL/Contractor's representatives, are to be obtained by the contractor.
- 11) All THC and shipping line charges, port charges at load port /any interim port is in contractor's scope.
- 12) All Bill of lading charges to be included in offered price and no separate charges corresponding to this will be paid. Any or all applicable GRI/RRI charges also to be included.
- 13) Contractor to ensure that original bill of lading is released within 03 working days of ship sailing date. If issue of original bill of lading delayed then penalty of ₹ 1000/- per day will be charged starting from 4th working day of ship sailing date (sailing date exclusive and excluding Shipping line holidays) irrespective of time of sailing. Contractor may be asked to provide Express BL also without any cost implication to BHEL. No of days' delay attributable to BHEL will be adjusted while calculating 03 working days.

- 14) Draft BL/MTD has to be approved by BHEL. BL/MTD has to be clean and mentioned 'FREIGHT PREPAID'.**
- 15) In case BHEL desires to surrender the original bill of lading at Mumbai for delivery at discharge Port, the procedure for bill of lading surrendering will have to be done by the contractor at no additional cost to BHEL.**
- 16) It is the responsibility of the contractor to ensure that the vessel / vessels used for sea freighting complies with all the necessary national / international / insurance /safety regulations and its age is less than 25 years. The vessel / vessels used are certified for sea worthiness by Lloyds Register or Equivalent and should be in line with Institute of Marine Cargo clauses 1 or A. (A shipping company certificate certifying this should be given with each BL). The contractor must submit a compliance certificate from shipping company / agent confirming compliance of these requirements for Bill of Lading.**
- 17) Vessel should meet all necessary insurance regulations and covered with the insurance clauses and duly certified by any of the recognized certifying agencies. Vessel shall have all the requisite certifications for berthing at both all the ports (including transit port) without any liability to BHEL. No delay on this account will be permitted.**
- 18) Contractor has to take all the necessary permissions from the relevant agencies at Port for carting of container without any involvement of BHEL.**
- 19) The above mentioned scope of work is not exhaustive and bidder has to perform any other necessary task to enable export of goods as per delivery incoterm.**
- 20) Contractor must give suitable intimation to the consignee as well as BHEL one-week advance before the arrival of cargo at discharge port.**
- 21) Insurance of cargo up to Discharge port shall be arranged by BHEL. However, the Contractor to ensure:**
- a. Lodging of first information to the underwriters and the other parties to protect BHEL's claim as required.
 - b. Immediate forwarding of information as required enabling us for lodging the claim with the Underwriters.
 - c. Co-ordinate with the Insurance Company for survey etc.
- 22) EGM/IGM error: Contractor to ensure there is no EGM/IGM error in custom. If it found later on then contractor has to resolve the issue with custom and shipping line. Else any cost incurred by BHEL towards the same will be recovered from contractor bill.**

- 23)** Contractor has to keep close coordination with BHEL, plan activity efficiently and also coordinate with our CHA. Under any circumstances BHEL will not pay dead freight and vessel detention charge.
- 24)** You will follow all local laws / acts / rules prevailing in Transit including origin and destination country while transporting the cargo without any liability to BHEL and indemnify BHEL from any mishap / claims while Undertaking the work.
- 25)** Engage competent agencies overseas for handling the equipment safely. These agencies should also knowledgeable about the prevalent rules and regulation in the respective countries. Indemnify BHEL for any defaults/defects/expenditures in these countries while handling cargo on behalf of BHEL.

Sign and Seal of the Bidder

SECTION III

INSTRUCTIONS TO BIDDERS

GUIDELINES FOR OFFER SUBMISSION:

1. The tendering process will be completed through E-tendering.
2. National Informatics centre is our service provider for E- tendering. URL for E-procurement portal is <https://eprocurebhel.co.in/nicgep/app> .
3. Vendor who are not registered with NIC need to register themselves. The URL for registration is <https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page> .
4. In case of any clarification please contact below person:
BHEL contact persons mentioned in Section I
For any technical related queries bidder may contact eprocurebhel customer support team
Tele No: 0120-4001002 , 0120-4001005, 0120-6277 787
Email ID : support-eproc@nic.in
5. The tender documents comprise the following: -

- (I) EMD: The EMD to be submitted through NEFT/RTGS. The fund may be transferred to the following account.
BHEL Bank Account details:
NAME: Bharat Heavy Electricals Limited
Bank & Branch: State Bank of India, Cuffe Parade Branch
Account No: 10783155482
IFSC Code: SBIN0005345

The EMD should be submitted latest by 1500Hrs on due date of tender. The offers without EMD will not be considered for evaluation. UTR details shall be furnished vide email before opening of tender. NO hard copy DD shall be accepted.

- (II) Part-1 – Techno Commercial Bid.
All required documents must be submitted on the portal.
- (III) Part-2 – Price Bid
Must be quoted in BOQ format provided at the portal.
Format of price bid must not be changed.

6. Evaluation criteria

- a) The offer of parties meeting the Technical requirements will only be considered for evaluation.
- b) The offers will be evaluated on the basis of the total value offered in the Price Bid.
- c) The Tender will be finalized through Reverse Auction only as per BHEL Reverse Auction guidelines. Elimination from reverse auction process will be done as per BHEL RA guideline, bidders can refer BHEL RA guideline at:
<https://www.bhel.com/guidelines-reverse-auction-2021>
- d) **Due to Operational constraints order will be awarded to single party only.**

Sign and Seal of the Bidder

SECTION -IV
SPECIAL CONDITIONS

(1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.

(2) **Transit Time:** Total Transit time permitted is 50 days.

The Transit time will start from next day of LEO (let export order) for any particular lot. Transit time will end on arrival of containers/berthing of ship at discharge port on CIF basis. For delay beyond the transit time, transit penalty will be levied.
Lot size will be decided by BHEL based on no of packages clubbed in one shipping bill, i.e. all packages covered in one shipping bill will make one lot.

(3) **Transit penalty:** The transit delay beyond the permitted transit period for any particular lot of shipment shall attract a penalty of **0.7% per day limited to maximum of 10% of the contract value**. Any delay not attributable to contractor will be adjusted while calculating transit days.

(4) **Payment terms:**

For Export: 100 % payment shall be paid within 30 days of submission of following documents after delivery of cargo on CIF basis.

- a) Digitally signed/ Signed & sealed Original Freight invoice.
- b) Copy of LEO Shipping bill
- c) Copy of Bill of lading
- d) Vessel Age Certificate
- e) Sailing report/Track report of shipping company or their agent.
- f) Copy of Cargo Arrival Notice given to the consignee/BHEL.

(5) All Cargo reported at CFS (designated place) on or before 30.07.2023 will be in scope of the contract and must be executed as per rates, terms & conditions and scope of work defined in this contract. Cargo received after 30.07.2023 may be executed under this contract with mutual consent of M/s BHEL and contractor.

Sign and Seal of the Bidder

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 completion of scope of work for all cargos which are handed over/ received / reported at designated place within date specified in special terms and conditions of this contract inclusive of extensions if any.

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 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Bidder / Bidder.

1.13 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.

1.14 LOT: Supplies which are shipped on single voyage/barge/vessel arranged by bidder/ supplier.

1.15 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.

1.16 Non Heavy Lift Cargo means General cargo and ODC i.e cargo that does not fall under definition of heavy lift.

2. ISSUE OF NOTICE:

The Bidder shall furnish the name, designation and addresses of his authorized agents/associates at / Mumbai (India), 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.).

3. COMMENCEMENT OF WORK:

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. 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. ARRANGEMENT OF SHIP/BARGE/TRUCKTRAILOR/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 LOI/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.

5.1 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.

5.2 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. 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 port of origin, the detention charges of stoppage of vessel at port of origin will have to be borne by the bidder.

6.3 For unloading of cargoes on to 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. 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 All the Bills should be in the name of BHEL, ROD, Mumbai having GSTN 27AAACB4146P1ZF.

7.3 Billing Address: BHEL ROD Mumbai, 15th floor, World trade Centre- 1, GD somani road, Cuffe parade, Mumbai City, Maharashtra-400005.

7.4 The successful bidder shall furnish proof of GST registration with GST 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.

7.5 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.

7.6 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.

7.7 Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.

7.8 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.

7.9 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.

7.10 GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor.

7.11 The payments shall be made through RTGS/NEFT. The Bidder would be required to submit bank details for receiving the payments in form of E-mandate duly certified by bank

8. 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 destination are included in the quoted price. GST & applicable Cess (if any) on GST, 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 shall be deducted at applicable rates on gross invoice value from the running bills.

8.5 Any New taxes & duties in India, if imposed subsequent to last date of submission of Offer as per NIT, by Central/state Govt /Indian statutory authority and becomes directly applicable on items specified in Bill of quantity, full reimbursement shall be made provided it becomes applicable on items specified in BOQ (price bid).

8.6 Prices shall be quoted by Bidder Excluding GST as applicable in India. Only GST as applicable in India shall be paid extra. Taxes duties. if any applicable outside India shall be in scope of Bidder.

8.7 Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.

9. 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. 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. 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. Above safety conditions are not exhaustive but gives 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. 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. 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, landslides, 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.

13.5 As enumerated in PO between

14. 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 favor or disfavor 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 ARBITRATION & CONCILIATION:

15.1 ARBITRATION

15.1.1. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Conciliation Clause herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed

to the Head of the ROD issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL ROD issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL ROD issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.

15.1.2 The Arbitrator shall pass a reasoned award.

15.1.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi/Mumbai. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 13.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

15.1.4 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or

difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

15.1.5 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

15.1.6 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

15.2 CONCILIATION:

15.2.1 If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

15.4 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-C. The Annexure-C together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein.

15.5 The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Annexure-C from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure-C with effect from the date as intimated by BHEL to it.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

16. LAWS GOVERNING THE CONTRACT:

The contract shall be governed by the Indian Laws for the time being in force and only courts in Mumbai, India shall have jurisdiction over this contract.

17. SHORT – LANDED OR DAMAGED GOODS.

17.1 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.

17.2 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.

17.3 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.

17.4 The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

18. REQUIREMENTS OF PERFORMANCE.

18.1 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.

18.2 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.

18.3 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 trans-shipment he shall provide all packing and lashing at his own cost.

18.4 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.

18.5 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.

18.6 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.

18.7 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.

19. INDEMNITY:

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.

20. SECURITY DEPOSIT

20.1 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

20.2 Security deposit may be made in any of the following ways:

20.2.1 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

20.2.2 Bank Guarantee (valid upto 06 month after contract period) 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.

20.2.3 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).

20.2.4 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

20.3 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.

20.4 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against above will be subject to hypothecation or endorsement on the documents in favor 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) month** of successful execution, completion of the contract and upon fulfilment of contractual obligations as per terms of the contract.

20.5 Bidder to submit performance security required for execution of the contract within the 05 working days (excluding bank holidays) of the LOA. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ Contract, from the bills along with due interest.

21. EARNEST MONEY DEPOSIT:

21.1 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 Limited

Bank & Branch: State Bank of India, Cuffe Parade Branch

Account No: 10783155482

IFSC Code: SBIN0005345

21.2 EMD of the Bidder will be forfeited if:

(i) 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.

(ii) The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract

21.3 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.

21.4 EMD of successful bidder will be adjusted towards part of the security deposit.

21.5 EMD of all unsuccessful bidders shall be returned normally within fifteen (15) days of placement of LOA/Work Order on successful bidder. Bidder must submit E-mandate certified by bank for return of EMD.

21.6 EMD shall not carry any interest.

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.

22. DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

22.1 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.

22.2 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

22.3 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 (a) and (b) above.

22.4 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.

23. BHEL FRAUD PREVENTION POLICY:

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.

24 CANCELLATION OF THE CONTRACT:

24.1 BHEL reserves the right to cancel the contract at any point of time without assigning any reason whatsoever. The contractor shall not be entitled for any compensation as a result of such a cancellation.

24.2 BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging barge/vessel 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.

24.3 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.

24.4 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.

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

25.1 Commitment by BHEL:

25.1.1 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.

25.2 Commitment by Bidder/ Supplier/ contractor:

25.2.1 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.

25.2.2 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.

25.2.3 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

25.2.4 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”.

26. MSE suppliers:

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

MSE supplier can avail the intended benefit only if they submit along with the offer copy of valid Udyam Registration certificate or NSIC certificate. 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 document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through E-procurement portal, then the above required documents are to be uploaded on the portal.

Definitions of MSEs owned by Women is under:

- i. In case of proprietorship firm, proprietor must be woman.
- ii. In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by women promoters.

Definitions of MSEs owned by SC/ST is under:

- i. In case of proprietorship firm, proprietor must be SC/ST.
- ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters
- iv. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- v. District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
- vi. Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
- vii. Revenue Officer not below the rank of tahsildar.

- viii. Sub-Divisional officer of the area where the individual and/ or his family normally resides.
- ix. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

For MSE vendors getting award-

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

Note: MSME vendors need to go through Special conditions of the tender also for any special instruction & deviation from above.

27. LICENSE/ PERMISSION/ REGISTRATION:

27.1 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. In case any new tax is levied after the due date of bid submission (including extensions if any) then new tax or duty levied by Central Govt of india / Indian State Govt, etc, and becomes directly applicable on items specified in the price bid, full reimbursements shall be made provided it becomes applicable on items specified in the price bid while tax levied by foreign Govt/body has to be absorbed by the contractor. 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.

27.2 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.

27.3 It shall be the duty of the Bidder to acquaint himself 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.

27.4 The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

27.5 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.

27.6 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.

27.7 The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

28. TIME LIMIT FOR SUBMISSION OF BILLS

28.1 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.

28.2 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.

28.3 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.

29 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

29.1 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.

29.2 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.

29.3 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.

30. EXPEDITING:

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/Barge likely being planned.

Bidder will be responsible to follow up with BHEL MUs/BHEL vendors for cargo arrival schedule provided by them 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.

31. The bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder (s). This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

32. Guidelines for suspension of business dealings with suppliers/ contractors and Reverse Auction

- Two consecutive transit 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
 - or
 - b. Delay period has equaled/ exceeded half the original delivery period specified in the contracts.

Whichever among the above is earlier may result in the Contractor being put on hold for future enquiries as per suspension of business guideline of M/s BHEL.

"The offers of the bidders who are under suspension as also the offers 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 <http://www.bhel.com/index.php/vender>. "

The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors". The link for the same is available at bidders must go through the same. <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

Reverse Auction:

BHEL shall be resorting to Reverse Auction (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online reverse auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking. Guidelines for Reverse auction with suppliers/contractors are available on website, link for the same is <https://www.bhel.com/guidelines-reverse-auction-2021>

SIGNATURE AND SEAL OF BIDDER

SECTION -VI

TECHNO- COMMERCIAL CUM PQR BID (RE/MUM/EXP/ES-2229)

Sn	Technical and Pre-Qualification Requirements	Remarks /Documents Required for Qualification
	PQR	
1.	EARNEST MONEY DEPOSIT: The Bidders, must submit EMD in as suggested in tender document.	(Details of the EMD to be provided here)
2.	Average Annual Turnover: The Bidder must have an average annual turnover not less than Rs 21.01 lakhs for the last three years (CA certificate with UDIN no / Audited P&L account to be submitted / uploaded (FY 2019-20, 2020-21, 2021-22)	Copy of CA certificate with UDIN no/ Audited P &L account to be submitted on the portal
3.	Bidder must submit experience of having successfully executed “Logistics Contract inclusive of International <i>Ocean Freight</i> ” in the last 7 years (ending last day of month previous to the one in which the tender is floated) as under (a) Three contract of value not less than INR 28.02 Lakhs each or Equivalent Or (b) Two contract of value not less than INR 35.03 Lakhs each Or (c) One contract of value not less than INR 56.05 Lakhs	Satisfactory completion/Execution certificate from customer in respect of these Contracts to be submitted. Details of the customer with email and contact detail are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.
4.	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The bidder to submit below self-certification on company letter head: ” The (company name) has not been Suspended for business dealing by BHEL and we do not engage services of any banned firms available on BHEL.com.”	A self-certification should be submitted by the bidder indicating compliances.
5.	The bidder has to submit below self- certification on company letter head. “The (company Name) has not been referred to BIFR and Interim Resolution Professional (IRP) has not been appointed for initiating insolvency proceedings by NCLT as on date of publication of NIT”.	A self-certification should be submitted by the bidder indicating compliances
	Technical Bid	

6.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped at designated places and to be uploaded on NIC portal.	To be uploaded with sign and seal at designated places
7.	Company Details PAN Number & GST Registration	Copy to be submitted
8.	Contractor nominated CFS detail:	Details to be submitted
9.	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be submitted	On letter head to be submitted
10.	Authority Letter : An authority letter indicating that the person signing the tender documents and all other documents is the duly authorized by the company/firm.	To be submitted
11.	<u>Transit Time: in no. of Days: As per tender terms and conditions</u>	Agreed
12.	<u>Transit penalty-</u> As per tender terms and condition	Agreed
13.	<u>PAYMENT TERMS:</u> As per tender terms and condition	Agreed
14.	<u>ARBITRATION:</u> <i>As per tender terms and conditions</i>	Agreed
15.	<u>FORCE MAJEURE :</u> <i>As per tender terms and conditions</i>	Agreed
16.	CANCELLATION OF THE CONTRACT: As per tender terms and conditions	Agreed
17.	TAXES: As per tender terms and conditions	Agreed
18.	<u>VALIDITY:</u> <i>As per tender terms and conditions</i>	Agreed
19.	<u>GOVT.RULES & REGULATIONS:</u> <i>As per tender terms and conditions</i>	Agreed
20.	LIFTING BEAMS & ACCESSORIES: As per tender terms and conditions	Agreed
21.	<u>RISK PURCHASE:</u> <i>As per tender terms and conditions</i>	Agreed
22.	Dead Freight: Under any circumstances dead freight will not be paid by M/s BHEL.	Agreed
23.	Vessel Detention: Under any circumstances vessel detention will not be paid by M/s BHEL either at load port or at discharge port.	Agreed
24.	RA terms and condition: As per tender terms and condition.	Agreed

SIGNATURE AND SEAL OF BIDDER

SECTION VII
PRICE BID AND PRICE BREAK UP
RE/MUM/EXP/ES-2229

Description	Currency	No of Containers	Lump sum Price for Entire Contracted Scope for Total Nos of containers
(A)	(B)	(C)	(D)
Lump sum Price (Total Cost to BHEL) for Entire Contracted Scope corresponding to Total 3 X 20' GP, 10 X 40' HC, 4 X 40' FR and 1x 40' flatbed containers in Indian Rupee (INR) excluding GST.	INR	3 X 20' GP, 10 X 40' HC, 4 X 40' FR, , 1x 40' Flatbed	

Contractor has to quote only lump sum cost (total cost to BHEL) in INR for entire contracted scope of work for 3 X 20' GP, 10 X 40' HC, 4 X 40' FR and 1x 40' flatbed in price bid. This lump sum price shall be distributed in the percentage prescribed in Annexure A.

Reverse Auction will be conducted for this tender.

The price should be quoted strictly as per above format considering all the following. **The offered final price after reverse auction will remain firm during currency of contract including extended period if any.**

Note 1. Price offered should be inclusive of:

- a. Origin charges as per scope of work.
- b. Ocean Freight charges as per terms of delivery.
- c. BL charges, any or all GRI/RRR, congestion charges, storage charges, material handling etc.
- d. Insurance costs covering risk of all operations undertaken (Cargo / goods will be insured by BHEL or consignee).
- e. All /FSC/ /MCC/War risk/security stamp/cartage/screening and any other charges if applicable are inclusive of above freight. The price bid should be inclusive of War risk insurance premium. **Only GST shall be payable extra as per Govt of India provisions.**
- f. **Charges associated with Stuffing, lashing, securing the cargo.**
- g. THC, CFS charges, any storage charges and other delivery charges at load/interim/Transit Ports incurred during operation of export, no separate charges will be paid.
- h. Any other charge at load port, transit port or discharge port during export of goods as per scope of work and delivery terms.
- i. All Incidental works involved while executing the work as per scope is to be included and no incidental/ additional cost will be paid.

Note 2:

- **Payment will be made as per actual number and type of container shipped. There is no guarantee of minimum load.**

- Tender will be evaluated on the basis of total cost to BHEL in INR.

Price Break Up: Annexure A

Sch code	Description	No of Containers	Currency	Weightage of each schedule in percentage	Charges for all containers corresponding to particular Schedule=Rate quoted in Price Bid Column (D) *Weightage (5)	Charges per Container for particular Schedule
1	-2	-3	-4	-5	-6=(price bid col D)* 5	(7)=(6)/(3)
For 3 X 20' GP Containers						
A1	Origin Charges : All CFS charges, material handling, THC including Inter-carting , CFS/warehouse storage, stuffing, lashing, Port handling, transportation, BL charges etc at JNPT port as per scope of work for 3 x 20' GP container excluding GST	3	INR	1 %	(price bid col D)* % mentioned in column 5	Value of Col 6 / Nos of container
A2	Ocean Freight: Cost of Ocean freighting per container as per the scope of work From JNPT port to Dakar Port, Senegal inclusive of any other charges like transshipment port cost as per scope of work for 3 x 20' GP container excluding GST	3	INR	6 %	(price bid col D)* % mentioned in column 5	Value of Col 6 / Nos of container
For 10 X 40' HC Containers						

B1	Origin Charges : All CFS charges, material handling, THC including Inter-carting , CFS/warehouse storage, stuffing, lashing, Port handling, transportation, BL charges etc at JNPT port as per scope of work for 10 x 40' HC container excluding GST	10	INR	5 %	(price bid col D)* % mentioned in column 5	Value of Col 6 / Nos of container
B2	Ocean Freight: Cost of Ocean freighting per container as per the scope of work From JNPT port to Dakar Port, Senegal inclusive of any other charges like transshipment port cost as per scope of work for 10 x 40' HC container excluding GST	10	INR	30 %	(price bid col D)* % mentioned in column 5	Value of Col 6 / Nos of container
For 4 x 40' FR Containers						
C1	Origin Charges : All CFS charges, material handling, THC including Inter-carting , CFS/warehouse storage, stuffing, lashing, Port handling, transportation, BL charges etc at JNPT port as per scope of work for 4 x 40' FR container excluding GST	4	INR	7 %	(price bid col D)* % mentioned in column 5	Value of Col 6 / Nos of container
C2	Ocean Freight: Cost of Ocean freighting per container as per the scope of work From JNPT port to Dakar Port, Senegal inclusive of any other charges like transshipment port cost as per scope of work for 4 x 40' FR container excluding GST	4	INR	38 %	(price bid col D)* % mentioned in column 5	Value of Col 6 / Nos of container

For 1 X 40' Flatbed Containers						
D1	Origin Charges : All CFS charges, material handling, THC including Inter-carting , CFS/warehouse storage, stuffing, lashing, Port handling, transportation, BL charges etc at JNPT port as per scope of work for 1 x 40' Flatbed container excluding GST	1	INR	2 %	(price bid col D)* % mentioned in column 5	Value of Col 6 / Nos of container
D2	Ocean Freight: Cost of Ocean freighting per container as per the scope of work From JNPT port to Dakar Port, Senegal inclusive of any other charges like transshipment port cost as per scope of work for 1 x 40' Flatbed container excluding GST	1	INR	11 %	(price bid col D)* % mentioned in column 5	Value of Col 6 / Nos of container

SIGNATURE AND SEAL OF BIDDER

SECTION –VIII

(Letter of compliance in Company's Letter Head)

Ref No:

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-2229

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 finalizing 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.

Thanking you,

Yours faithfully,

Name/Signature of the Authorized signatory and Stamp.