

Tender Enquiry for Transportation of Export Project Cargo from Chennai, India to Mongla Port, Bangladesh – 8000 CBM CARGO

TENDER NO.: RE/CHN/EXP/EM-2027 dated 22-03-2021



**BHARAT HEAVY ELECTRICALS LIMITED
REGIONAL OPERATIONS DIVISION
CHENNAI**

LAST DATE OF SUBMISSION

**: 24-03-2021
: 15.00Hrs**



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

4th Floor, 11, Rajiv Gandhi IT Expy, Customs Colony,
Mettukuppam, Oggiamduraipakkam, Tamil Nadu 600097

To,
M/s _____

Dear Sirs,

Sub: Transportation of Export Project Cargo from Chennai, India to Mongla Port, Bangladesh

BHEL, a Power Equipment Manufacturing Company, intends to export Engineering cargo to Bangladesh. Your most competitive offer is invited for the subject transportation on the following terms and conditions.

BHEL invites offers for movement of above mentioned cargo. The tender comprises of

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|---|-----------------------------------|---------------|
| (1) General Information & Pre-
Qualification Requirement (PQR) - Section - I | (11) Material Receipt Certificate | - Annexure 2 |
| (2) Scope of Work - Section - II | (12) Litigation History | - Annexure 3 |
| (3) Instruction to bidders - Section - III | (13) Bank Details | - Annexure 4 |
| (4) Special Conditions - Section - IV | (14) Application form | - Annexure 5 |
| (5) General Terms and Conditions - Section - V | (15) Details of work order's | - Annexure 6 |
| (6) Techno Commercial Bid - Section - VI | (16) Representative Packing List | - Annexure 7 |
| (7) Price Bid - Section - VII | (17) PQR Undertaking | - Annexure 8 |
| (8) Compliance Letter - Section - VIII | (18) Parent Company Guarantee | - Annexure 9 |
| (9) Abbreviations used - Section IX | (19) List of Tools and Plant | - Annexure 10 |
| (10) Certificate of Declaration for Conforming to Site
Conditions - Annexure 1 | | |

The offers shall remain valid for one month for acceptance from the due date of tender and any extension thereof. The bidder is requested to submit the most competitive offer complete in all respects without any deviation. The offers shall remain valid for One month for acceptance from the due date of tender. The technical offer should comply with all the tender requirement. The offer with any deviation will be rejected and the financial offer of the bidder will not be opened.

The tender will be conducted and evaluated online through BHEL NIC portal system. The bidder shall submit his response through bid submission to the tender on e- tendering platform at <https://eprocurebhel.co.in/nicgep/app> only as no other forms of submission of offers or hard copy is accepted. Bidder is requested to quote their most competitive price in through the online BHEL NIC portal portal/system. Bidders must submit their E-offer for the above on or before due date of tender ie **15:00 Hrs, 24-03-2021** through online E-procurement portal <https://eprocurebhel.co.in/nicgep/app>. Technical offers (Part-1) shall be opened online on **24-03-2021 15:30** Hrs or at extended time thereof. Price Bids (Part –II) of the bidders who meet the technical conditions only will be opened on online e-procurement only after due intimations to the qualified bidders.

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

Thanking you,

Yours faithfully

For **BHARAT HEAVY ELECTRICALS LIMITED**

Encl: SECTION I to IX, General Information and Annexure 1 to 10

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GENERAL INFORMATION

GENERAL INFORMATION

BHEL intends to appoint a Contractor for transportation of Project cargo delivered at Chennai to *Mongla Port* in Bangladesh. 8000 FRT cargo is readily available at Chennai Port & is to be transported to *Mongla port*, Bangladesh. The quantity of cargo is about 8,000 freight Tons (FRT) of Bulk Cargo as mentioned at Section VII, Price Bid note, which has to be shipped in one lot from Chennai Port to Mongla port of Bangladesh.

Other Details and Contact Persons:

Sno	Name and Address	Phone Nos. & Email
1		
1.1	BHEL ROD Chennai Address & Contact: (For Execution of shipments being dispatched through Chennai port) Shri P Ravi Shankar GM/ROD-SR Shri P V Shain AGM/ROD-Chennai Shri V Ramesh DGM Shri Santosh Kumar Jena Manager/Exports BHARAT HEAVY ELECTRICALS LTD., Regional Operations Division, Material Services, 11, TEK towers, 4 th Floor, Thoriapakkam, Chennai 600097. Tamil Nadu, India.	Ph No. 94449 41929 prs@bhel.in Ph No. 9867021254 shain@bhel.in Ph. No. 8526551546 ramesh.v@bhel.in Ph No 9489202898 santoshj@bhel.in
2	Terms of Delivery:	<i>CIF Mongla Port (Full Liner out terms at Mongla Port) , as per scope of Work</i>
3	BHEL, Bangladesh Office contact details: Dhaka Office Maitree Site Office for delivery acknowledgement Consignee	Mr. N.N. Sarkar, GM, MPEG, Ph: +8801678320704 Email: nnsarkar@bhel.in General Manager & Construction Manager, 2x660 MW Maitree Super Thermal Power Project, PO-Kalekharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh Managing Director, Bangladesh – India Friendship Power Co. Pvt. Ltd., Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh.
4	Quantum of cargo	8,000 FRT
5	Date of supply	IMMEDIATELY.
6	Date of Pre-bid meeting & Venue	NA

7	Due date & Time of submission of EMD	15:00 Hrs, 24-03-2021
8	Date and time of opening of PQR Bid (Part I) of tender	15:30 Hrs, 24-03-2021
10	Date and time of opening of (Price) Part I	To be intimated later via E tender portal
11	Name and Address of concerned persons of E-procurement agency	https://eprocurebhel.co.in/nicgep/app
13	Value of Cargo	INR 500 Cr (Approx.)
14	Consignee details to be indicated in OBL	Managing Director, Bangladesh – India Friendship Power Co. Ltd., Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh.
15	BHEL Storage area address at Chennai port with contact details	Shri Harshal Trivedi, Senior Engineer/Docks Bharat Heavy Electricals Ltd Near Marshalling Yard Chennai Port trust, Chennai 600 001 Mob 08680850932 Email trivedi@bhel.in

Pre-Qualification Requirement

SECTION – I

Pre Qualification Requirement (PQR) for Tender for Transportation of Project Cargo from Chennai and delivering cargo at Mongla Port, Bangladesh.

The Qualifying Requirements for Bidder is as Follows:

S.No.	Qualifying Requirements	Documents required
1.0	Financial Criteria	
1.1	Bidder must have an average annual Financial turnover not less than INR 48.60 Lakhs for the last 3 years. (i.e for Financial years 17-18, 18-19 & 19-20.	Turnover for Last 3 Financial years 17-18, 18-19 & 19-20 duly certified by CA along with audited balance sheet/annual report is to be submitted (Refer Annexure 9 SI No.7)
1.2	Bidder must have Income Tax Permanent Account Number (PAN) and Goods & Service Tax Identification number (GSTIN) duly issued by respective tax authorities in India.	Self-certified Copy of PAN and GST Registration certificate.
1.3	Net Worth of the bidder should be positive. Note: Net worth shall be calculated based on the latest Audited Accounts as furnished for 'SI no 1.1' above. Net worth = Paid up share capital* + free Reserves (*: Share Capital OR Partnership Capital OR Proprietor Capital as the case may be.)	Chartered Accountants' certificate indicating details of each FY along with audited annual report is to be submitted (Refer Annexure 9 SI No.7.2).

S.No.	Qualifying Requirements	Documents required
2.	Technical Criteria	
2.1	Bidder must submit experience of having successfully executed "Logistics contract or International Freight forwarding Contract " 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 64.79 Lakhs each or Equivalent or (b) Two contract of value not less than INR 80.99 Lakhs each or (c) One contract of value not less than INR 129.59 Lakhs	Self-certified Photocopy of contract(s) on bidder either as per sub-clause (a) or (b) or (c) along with satisfactory completion certificate from customer in respect of these Contracts.
2.2	Bidder must have experience in Ocean freighting/Coastal Movement/ land Transportation of heavy lift cargo (Equal to or more than 50 MT) in the last 7 years (ending last day of month previous to the one in which the tender is floated)	Self-certified Copy of Contract required for having experience in Ocean freighting / / Coastal Movement/ land Transportation of heavy lift cargo with completion certificate from customer along with applicable Bill of Lading/MTD/ transport documents evidencing such transportations.
2.3	The Bidder should not have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank as on date of publication of NIT.	A self certification should be submitted by the bidder indicating compliances of Clause 2.4.
2.4	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	A self certification should be submitted by the bidder indicating compliances of Clause 2.5

S.No.	Other Qualifying Requirements	Bidders Confirmation
3.	Bidder/Bidder's associate must following:	
3.1	Bidder or his Associate must have valid Custom House Agent (CHA)/Custom Agent Licence of India to operate Custom Clearance Activity.	Undertaking to be given as per Annexure-13

Note:

1. Eligibility criteria in case bid is submitted on the basis of experience of the parent/ subsidiary company / sister subsidiary/ co-subsiary company (Applicable only for PQR 2.2 & 2.3):
 - a. The bidder can submit the documents of his parent/ subsidiary company / sister subsidiary/ co-subsiary company for qualifying requirement 2.2 and 2.3.
 - b. The entire experience/ contract value shown at sl no a/ b/ c of 2.2 above should be in the name of single party including experience certificate.
 - c. The bidder has to submit the relevant documents to establish his relation with his parent/ subsidiary company / sister subsidiary/ co-subsiary company.
 - d. Bidder should enclose an Agreement (as per format enclosed as Annexure-14a of the bid document) between the parent and the subsidiary company or vice-versa and Parent/ Subsidiary Guarantee (as per format enclosed as Annexure-14b of the bid document) from the parent/ subsidiary company to BHEL for fulfilling the obligation under the Agreement, along with the PQR bid.
 - e. Bidder shall enclose an agreement (as per format enclosed as Annexure-14c) between them, their ultimate parent/ holding and the sister/ subsidiary / co- subsidiary company and guarantee as per Annexure-14b.
 - f. The sister subsidiary/ co-subsiary company and the bidding company, both have to be 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/holding parent company.
 - g. Only one company can participate in the bidding in case of ultimate parent/ holding company / sister /subsidiary / co- subsidiary company. No other firm /company/ sister concern/ associate/ belonging to same group will participate.
2. The bidders must satisfy all the PQR conditions 1 to 3 (Section I) as stipulated above and submit necessary documents failing which the offers of the bidders shall be summarily rejected. The technical bid (Section VI) of only those bidders who qualify in the PQR bid (Section I), shall be opened.
3. The bidder has to ensure that the current contact details of customer are given in annexure 6 for qualifying requirement 2.2 & 2.3. BHEL reserves the right for verifications of authenticity of details from contact details provided by bidders through email/Letter or telephonically. If there is no response from the bidder's customer even after repeated reminders, the bidder's offer will be rejected.

Documents to be enclosed by bidder in PQR bid

Following documents should be enclosed in the PQR bid preferably in the same order of sequence shown below. **Offers without the below requisite documents shall not be accepted for further evaluation.** BHEL reserves the right to call all original documents for verification.

1. EMD of INR 3.24 Lakhs.
2. Duly filled application form **in Format as per Annexure-9.**
3. A certificate in original from a firm of Chartered Accountants/Audited annual accounts /Annual Report confirming the Turn-over & Net worth along with Audited copy of Balance Sheet and Annual Report for three financial years and other details as required under PQR clause 1.1 & 1.3.
4. Self Certified Copy of the PAN & GSTIN registration as per PQR 1.2
5. Self-certified Contract copy details along with completion certificate as required under PQR 2.2 in required format as per Annexure-10.
6. Details of Experience in “Ocean freighting / Coastal Movement/ land Transportation of heavy lift cargo as per PQR Sr no 2.3.
7. A self certification should be submitted by the bidder indicating compliances of Clause 2.4 & Clause 2.5
8. Evidence/Undertaking related to PQR S.No. 3.1 to 3.4 needs to be submitted.
9. Self-Certified Copy/Notarized Copy as indicated above of all documents must be uploaded on E-procurement portal.
10. Declaration for PQR on Company letter head only.

Sign and Seal of the Bidder

DECLARATION BY BIDDER (on Company's letter head)

To,
BHARAT HEAVY ELECTRICALS LTD.,
Regional Operations Division,
Material Services,
11, TEK towers, 4th Floor,
Thoriapakkam, Chennai 600097.
Tamil Nadu, India.
Sir,

SUB: Declaration for Pre-Qualification requirement.

REF: Tender No. RE/CHN/EXP/EM-2027

I hereby submit documents for Pre-Qualification **requirement for tender no RE/CHN/EXP/EM-2027**

I affirm that the particulars given are true to best of my knowledge and belief.

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

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

Applicant Name and address

Name of the person signing

The application and his status in the company

Signature:

3

Scope of Work

SECTION II
SCOPE OF WORK

Cargo Description: Project cargo subject to a variation as mentioned at variation clause mentioned hereunder (no *contractual or legal binding on BHEL regarding cargo volume*) has to be transported to Mongla Port, Bangladesh. 8000 FRT cargo is available at Chennai Port & is to be transported to Mongla Port, Bangladesh.

Bidder has to deliver the cargo at port of discharge (i.e Mongla port) on full liner out terms (arranging all required Material Handling Equipment at port of origin).

Total Tentative Freight Cargo to be transported from Chennai Port: 8,000 FRT (Tentative).

Variation

Tentative overall quantity of shipment is envisaged as 8,000 FRT. Quantity may vary in each item of the price schedule. However, with these variations, the overall Contract Value shall be restricted to +/- 30%.

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

Schedule 1 – Scope of work (SW1)

Applicable activities involved in Consolidation of Non Heavy lift cargo i.e General Cargo from receiving till loading on Vessel/ including Custom Clearance at applicable Load Port i.e. Chennai

1. Clear 8000 FRT cargo is available at Chennai Port.
2. Collection of all requisite original documents from ROD Chennai office.
3. Measurement/Weighment of Cargo from Licensed Measurer.
4. All Custom clearance activities at applicable Load Port including fumigation of wooden packages.
5. Arrangement of suitable vessel for ocean freighting from Chennai port to Mongla port.
6. All handling activities.
7. Loading on Vessel/ at Chennai port.
8. Issue of clean on board Bill of Lading immediately on sailing of vessel from Chennai port

Schedule 2 – Scope of work(SW2)

Applicable activities for Non Heavy lift cargo i.e General Cargo from Chennai Port to Mongla Port, Bangladesh.

1. Ocean freighting of Cargo from Chennai Port to Mongla port.
2. Unloading from ship at Mongla port on full liner out terms.
3. Advance intimation of cargo arrival to *BHEL's representative*.

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

Bidder scope of work for performance of activities listed above:

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

1. Hire charges / any other charge to provide Warehouse space.

2. Hire charges / any other charges including all charges for loading and unloading for arranging Cargo handling equipment's at all locations wherever required.
3. Cost incurred for ensuring Safe & Secure upkeep of Cargo.
4. Cost of Survey of cargo at the time of receipt of cargo.

Responsibilities & duties of Bidder:

1. Any claim rejection by Insurance authority due to negligence and other reason attributable to Bidder shall be on Bidder's account.
2. The Bidder shall ensure the availability of all export documents required for lodgement of export benefits. In case of any failure and rejection of export benefit by any agency due to non-submission of required documents for the reasons attributable to Bidder, shall be on Bidder's account.

The Detailed scope of work covers the following:

1. Transportation of Engineering project Cargo as per the Annexure -11 (broad category) from Chennai port and discharge at Mongla Bangladesh Port.

- 1.1. Storage area at Chennai port will be provided by *the bidder at his cost* and *the bidder to ensure that trailers arriving with BHEL's cargo* are compulsorily unloaded within 24 hours of arrival at Chennai port, trailer detention after 24 hours will be charged to bidder
- 1.2. The Bidder shall arrange for unloading of the cargos received at their chosen storage area / warehouse / Port /Vessel and issue proper receipts to the transporter. The Bidder has to ensure the safety of cargo and keep proper record of arrival and dispatch of cargo to/from the storage area/ warehouse/port and send daily update to BHEL via email giving details of the packages as well as LR, consigner details, condition of packages, etc.
- 1.3. The Bidder should make all efforts to ship the cargos as soon as they are received bidder must arrange for shipment as per consolidation possible as mentioned as in Transit time definitions in Techno commercial conditions.
- 1.4. The Bidder needs to check and supervise the cargo availability at Port / storage area and recheck the dimension of each package available, Conduct pre-shipment survey of packages including measurement by licensed surveyor. Duly signed pre-shipment survey measurement report will have to be submitted to Concerned BHEL ROD Office before finalization of draft BL and also along with the bill raised by bidder. The bidder has to ensure the measurements are taken by surveyor on day to day basis on the receipt of consignment and report has to submit to BHEL on daily basis. The measurement indicated in the surveyor report shall be taken as final dimensions of the cargo.
- 1.5. Bidder has to inform BHEL in advance the input documents required for Export custom clearance and arrange for customs clearance of the materials at load port i.e do all the required formalities like Registration of DEEC license with customs, collection of export documents from respective office at Chennai processing the multiple shipping bills (***DEEC / drawback etc as the case may be as advised by BHEL from time to time***), dock supervision, facilitation, loading supervision, Customs examination at port/ on , all related formalities and providing necessary endorsed documents of export (EP/ EC copy of S/Bills, SDF etc.) including processing of drawback claim and ensure the same is received by BHEL in their bank account, overtime formalities, shipping line dues etc. The details of Bank account of respective manufacturing units for deposit of drawback will be provided at the time of filing S/Bs.
- 1.6. BHEL ROD Chennai office will monitor, supervise, coordinate, approve checklist, provide authorization and original documents like DEEC licenses etc., make Wharfage payments,

- receive progress reports, Bidder's bill, for all cargo received by Bidder at Chennai port. Coordinating person details are provided in General Information of the tender.
- 1.7. It is the responsibility of the Bidder to ensure that the vessels used for sea freighting complies with all the necessary national / international / insurance /safety regulations and its age **is less than 25 years**. The vessels used are certified for sea worthiness by Lloyds Register or equivalent and should be as per Institute of Marine Cargo clauses 1 or A and should have requisite permission for berthing at Indian/Bangladesh port. (A shipping company certificate certifying Class/sea worthiness should be given with each BL).The Heavy Lift Packages must be shipped on self-geared Break-bulk vessels or suitable dumb with adequate gear capacity, for the non-heavy lift packages the Bidder can choose the type of vessel//vehicle depending upon the nature of cargo available. The Break-bulk cargos is desired to be shipped under deck of vessel without any transshipment between the load Port and discharge Port. The vessels arranged should be eligible to call at Bangladesh Ports (the vessels/s used must comply with the local rules / regulations). **The vessels to be arranged on Full Liner in – Full Liner out basis**. All vessels to be put to use by the bidder, shall have all certificates including sail worthiness certificate, requisite institution of classes/Marine insurance certificate and should have requisite permission for berthing at India/Bangladesh port.
 - 1.8. In the event of any exigency the bidder should be in a position to mobilize multiple axle trailer in short notice. Any detention to vessel / should be avoided and if incurred, will be borne by bidder.
At load port, In case the unloading/receiving at warehouse /under hook is not done then, BHEL shall recover trailer detention charges starting from the fourth day of arrival at port at actuals.
 - 1.9. Arrange passes for BHEL personnel/ insurance surveyor for visit / supervision of the cargo loading activity into the vessel, if desired.
 - 1.10. Arrange all activities for ocean freighting of cargo from Chennai Port to Mongla Port using vessels having good track records of timely delivery.
 - 1.11. Contractor to ensure there is no IGM error in custom at discharge port. If it found later on that there is IGM error then contractor has to resolve the issue with custom.
 - 1.12. In case of any congestions at load / discharge port, the Bidder to do all necessary work for priority vessels berthing. BHEL shall not be responsible for any vessels idling /Vessel detention charges due to delay in berthing including (1) Delay in allocation of berth at load / discharge port (2) Delay in berthing of the vessels due to non-availability of the customs clearance documents (3) Delay in berthing for want of arrangement of requisite Trucks/ Trailers / Crane etc. for direct delivery from the vessels.
 - 1.13. All Port Charges (Load Port / Discharge Port/ Transit ports) shall be to the Bidder's account. Only Wharfage charges for cargo at Chennai Port shall be on BHEL account.
 - 1.14. The Bidder / his overseas associate must be well versed in customs clearance / import documentation procedures in India.
 - 1.15. All discharge port THC will be to the Bidders account. All stevedoring costs at Chennai and Discharge port, if applicable, are in the scope of the Bidder.
 - 1.16. Bidder must ensure advance/timely filing of Manifest at each port and the same should be without any error.
 - 1.17. The Bidder must submit proof of intimation given to the BIFPCL/BHEL site offices as soon as vessel leaves Indian shores. OBLs are to be timely arranged for taking delivery at discharge port. Bidder to coordinate closely with site authorities.

- 1.18. Bidder shall arrange suitable Security/Escort/Escort/Watch and Ward in adequate numbers at the storage area, port and en-route from starting point to the destination point. Arrange necessary Material Handling Equipment/facility and suitable manpower for safe loading / unloading / handling of Consignments at Port of Origin / Port of Discharge.
- 1.19. BHEL representative reserves the right for inspection of any or all operation during transportation., loading/ unloading/ trans-shipment/ storage / preservation/packing/ repacking/lifting/shifting etc and the bidder will be permitted to proceed with their further program after obtaining clearance from BHEL for the preceding activity, in case BHEL intends to carry out such inspection.
- 1.20. Bidder should ensure timely customs clearance/transit clearance at port of origin and anywhere enroute. All the undertakings given to customs and port authorities will have to be cancelled after completion of work. If there are no custom facility / posting at the jetties at port of origin, necessary customs officials deputation will have to be arranged by bidder by making payment of necessary overtime/travel expenditure to the concerned authorities. All the documentation will be sole responsibility of the bidder who has to arrange all the documentation and closure of bonds / undertakings submitted by BHEL/on behalf of BHEL and submit required evidence to BHEL. Take necessary permissions from the concerned statutory authorities / Customs / Port etc for movement of the cargo. Payment of statutory levies and other costs for transportation including arranging security escort, if necessary, shall be in Bidder's account.
- 1.21. Transfer/Transshipment of all items in particular ODC items during loading/unloading on to / from the /trailer, properly placing/ holding/ tying/ fastening/ lashing/ securing the consignment on the /Trailer including arranging material for tying/ fastening/ lashing/ securing shall be in Bidder's scope.
- 1.22. Bidder needs to arrange for tarpaulin, rope, wooden or steel sleepers etc for protecting the consignments from weather / rain right from receipt of the consignment up to delivery at *destination port*.
- 1.23. Bidder needs to finalize and adhere to the entire transportation schedule so as to meet the project schedule requirement. In case of any damage/disruption to the consignments including ODC en-route, the bidder will ensure appropriate action for its retrieval / recovery and deliver to site in "As Is" condition after necessary insurance survey.
- 1.24. Bidder needs to coordinate for damage assessment / certification, reporting, lodging First Information Report with local governmental authorities, to coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner / Insurer.
- 1.25. Any loading/ unloading of any ODC item has to be done in presence of BHEL representative in coordination with insurance surveyor, if required.
- 1.26. T&Ps and trailers to be put in to use shall have valid fitness certificate from concerned authorities and required documents issued by government /road / water transport authorities for the proposed use.
- 1.27. Bidder shall ensure that all the consignments is properly stowed, lashed / bedded /secured during port handling, storage, loading and transportation.
- 1.28. Bidder shall arrange and complete the cargo's examination whenever required. It shall be the endeavor of bidder to minimize the opening of the packed consignment. Opening and repacking (wherever required) shall be carried out as per the supplier's manual, if any and the cost of the same shall be on bidder's account. Bidder will take all precautions that

- repacking is sturdy enough to withstand transportation vibration, multiple handlings enroute to site.
- 1.29. Bidder shall arrange suitable wooden, steel and concrete sleepers, pedestals, stools, winch, temporary supports rollers and guides etc. required for receiving, storing, handling and transporting the said cargo. This requirement will exclude any special handling & transportation structure provided by BHEL.
 - 1.30. Bidder will work round the clock at the port / storage, if any / en-route anywhere, as required. Bidder shall ensure the timely availability of required quantity of manpower with proper experience, tools and plants at all the places where such activities are to be carried out.
 - 1.31. The cost of liaison and coordination with all concerned authorities will be to bidder's account.
 - 1.32. Any non-specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in the scope of work at no additional cost to BHEL.
 - 1.33. Bidder shall own all risks and responsibility from the time of taking over the cargo / consignment at the starting point/port of origin till safe delivery at *discharge port*.
 - 1.34. Bidder should ensure safe custody of materials during transportation and storage, if any, en-route from Port of origin to *discharge port*. However, Project Insurance will be taken by BHEL for the entire cargo as per Marine Policy.
 - 1.35. Bidder shall submit the progress report to BHEL or their authorized representative as per the format to be mutually agreed. Bidder shall submit daily progress report indicating the receipt / dispatch status at port / storage / etc. , movement status of various trailers as on date, constraints if any, etc, **along with plan for next 3 days**.
 - 1.36. All necessary statutory, legal and safety requirements shall be complied by the bidder and the bidder shall indemnify BHEL and Owner from any liability on any account caused due to noncompliance of statutory, legal and safety norms of the Government / of India/Bangladesh or any of the State Governments. Bidder shall use every reasonable means to prevent any of the highways, bridges, waterways, or any public/private utility etc. traversed in connection with or on the routes to the site from being damaged or injured by any of his / trailers / trucks and in particular shall select the routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise for moving ODC to site shall be limited as far as reasonably possible and no unnecessary damage or injury may be occasioned to such highways, bridges, waterways etc. For any damage caused by the breach thereof, the Bidder shall be solely responsible.
 - 1.37. Bidder shall ensure availability of competent person with all communication aids (e.g. mobile, e-mail etc) at the following places: Port of Origin / Port of Discharge / Temporary storage location, if any / Warehouse to ensure proper coordination of logistics for the entire duration of the Contract and for expediting the operations / documentations related to custom clearance issues.
 - 1.38. No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities without causing any delay in transportation. In the event of such occurrence, Bidder shall be responsible for any penalties levied and shall pay from their own account. Bidder should be well informed about the procedural and documents requirement for such works.
 - 1.39. Bidder to furnish their Emergency preparedness / contingency arrangement for rescue/recovery from any disruption of journey during transportation by road/ water

- 1.40. Wherever 'Trailer' is mentioned in this section of scope of work, it shall mean suitable Mechanical / Hydraulic Axles along with Prime mover of adequate capacity Wherever 'T&P' or 'Tools & Plants' is mentioned, it shall include all machinery/crane/ trailer/ / tug/ any other equipment required as and when for execution of the job.
- 1.41. Wherever 'MU' is mentioned, it shall mean BHEL Manufacturing Unit.
- 1.42. Port of Origin implies Port of Chennai.
- 1.43. Port of Discharge implies Port at Mongla.
- 1.44. Bidder has to assign at least one dedicated official for the contract, who will co-ordinate with BHEL, ROD Chennai on daily basis for all activities. Bidder to provide Name, Phone, email details within 5 days of receipt of LOI.
- 1.45. Bidder will submit his bills for his freight payments for cargo despatched from Chennai to ROD Chennai Office.
- 1.46. If the packages at the time of arrival are not sea worthy then bidder should raise timely alarm and take corrective action with BHEL/BHEL vendor. Under no circumstances the bidder will receive Non seaworthy packages for shipment.
- 1.47. Bidder to ensure all wooden packages are fumigated as per the requirement of customs, and providing Phytosanitary Certificate and all related cost of the same should be included in the price bid.
- 1.48. The bidder must ensure necessary co-ordination, follow-up, Cargo movements, documents flow for customs & other procedural requirements so that no penalty/additional financial liabilities are accruing during execution. Bidder shall be solely responsible for such penalties/additional financial implications, if any.
- 1.49. Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs.

Instructions to Bidders

INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before filling up the tender on E-portal for PQR (Part I); Techno-commercial bid (Part II) and Price bid (Part III).
2. The bidder while submitting the offer should consider the shortest, most safe, economical and reliable logistics to be adopted for transportation of cargo.
3. Bidders are advised to go through the tender document fully before submitting their offers online on E-tendering portal <https://eprocurebhel.co.in/nicgep/app>
4. In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk at <https://eprocurebhel.co.in/nicgep/app>. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.
5. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price bid (Part III) of technically qualified bidders.
6. The contract and its value will be monitored by BHEL ROD Chennai and any approval for subsequent amendment to Work order like extension etc. will be undertaken by Chennai office. Under no circumstances bidder will do work beyond the work order value, Validity or scope unless there is approval from ROD Chennai office to the same.
7. Any additional activity/work not covered under these tender scope of work and undertaken by bidder or his overseas agents on the instruction of any BHEL Dhaka / site / IO / MPEG/ PSER BHEL/ Customer representative shall not be payable under this contract. Under no circumstance such claims shall be entertained by any BHEL ROD Office unless proper amended work order/ additional work order/ revised work order from Chennai ROD Office is issued prior to execution such additional work.
8. DSC requirement for Participation in the Tender through eProcurement

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class – III, SHA 2, 2048 BIT – Signing and Encryption) and vendors are requested to procure the same immediately if not available with them. Please note that only with DSC of above mentioned specification, the interested bidder will be able to login the e-procurement secured site and take part in the tendering process.

Registered vendors of BHEL, ROD Mumbai may participate in the tender directly on BHEL, ROD Mumbai e-Procurement portal at address <https://eprocurebhel.co.in/nicgep/app>.

The new vendors who are not registered with BHEL, ROD Mumbai and are interested to participate in the tender will have to register and map their respective Digital Signature Certificate with specification Class-III, SHA-2, 2048 bit Signing and Encryption at BHEL e-Procurement website: <https://eprocurebhel.co.in/nicgep/app>.
9. The offers shall be kept valid for a period of One **month** from the date of opening of the tender or any extension thereof.
10. Successful bidder shall submit 5% of the total contract value as security deposit within Three days of issue of LOI for the contract.

11.BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.

12.The offers shall be submitted on E-portal as follows and fax offers will be rejected.

(A) Pre Qualification Bid (Part-I) (To be submitted online on E-portal on or before due date)

PQR Bid comprises of followings:

1. All documents mentioned/required as per Section-I i.e. Pre-Qualification Requirement for bidders.
2. Application form duly filled as per section-I.
3. Self-certifications as per section-I.
4. EFT details for EMD of INR 3.24 Lakhs (Rupees Three Lakhs Ninety Four Thousand Only) in BHEL account. Offers without requisite EFT details will be rejected.
5. Payment of EMD of INR 3.24 Lakhs (Rupees Three Lakhs Twenty Four Thousand Only) shall be done through RTGS/NEFT mode in following bank account before due date & Time of opening of tender. However bidders are advised to process payments one day prior to due date and time of opening of tender so that the amount is credited to BHEL Account before the due date and time of the tender.

C	BHARAT HEAVY ELECTRICALS LIMITED
ACCOUNT NUMBER	42705249391
ACCOUNT TYPE	CURRENT ACCOUNT
BANK NAME	STANDARD CHARTERED BANK
BRANCH NAME	RAJAJI SALAI
BRANCH ADDRESS	19,RAJAJI SALAI CHENNAI 600001
IFSC CODE	SCBL0036078
MICR CODE	600036005

6. UTR details shall be furnished vide email and uploaded on E-procurement portal before opening of tender.

(B) Technical Bid (Part-II) (To be submitted online on E-portal only)

Technical bids of only those bidders will be opened/decrypted on online portal who qualify in PQR (Part I)

Technical bid comprises of followings:

1. Entire tender document along with blank price bid without disclosing price but mentioning only “quoted” duly signed and stamped on each page scanned and uploaded on e-portal.
2. Compliance letter on letter head (Section VIII) duly signed and stamped scanned and uploaded on e-portal
3. Techno commercial bid in excel format available on e-portal/downloaded from e-portal digitally signed and uploaded on e-portal (Section VI).

All the above mentioned documents duly signed, stamped and scanned copy shall be uploaded on E-procurement portal while submitting online bids.

(C) Price Bid (Part –III)

Price bids of only those bidders will be opened/decrypted on online portal who qualify in PQR (Part I) & Technical Bid (Part II).

Price bid comprises of followings

1. Carefully filled Prices as per the format in this tender document (Section VII) in excel form digitally signed and uploaded on E-procurement portal. Prices must be quoted both in figures and in words necessarily without fail as per the format in this tender document. In case of variation between the price offered in figures and in words, the price offered in words will prevail.
2. The price offers must be made only in the formats enclosed with this tender/Excel downloaded from portal.
3. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price bid (Part III) of technically qualified bidders.

Tenders complete in all respects shall be submitted on online e-procurement portal on or before due date.

EVALUATION CRITERIA:

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

Special Conditions

SPECIAL CONDITIONS

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

(2) **Security Deposit:**

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

Security deposit will be submitted at BHEL ROD Chennai office.

- (3) Draft BL/MTD has to be approved by BHEL. BL/MTD has to be clean and mentioned ‘FREIGHT PREPAID’. Bidder to ensure that OB/L is released on the next day of ship sailing date. If issue of OB/L is delayed then penalty of Rs.2000/- per day will be charged starting from 2nd working day of ship sailing date (sailing date exclusive) irrespective of time of sailing.

Bidder should have to issue OBL at its New Delhi Branch or Chennai Branch.

- (4) EP/EC copy: Bidder to ensure there is no EGM error in customs due to which release of EP copy is delayed. If found later on that there is EGM error then the Bidder has to resolve the issue with customs.
- (5) All invoices / documents/receipts/ reports/photos must be in English and must be submitted to ROD office at Chennai. All documents issued in any other language must be translated in English and certified by a Chamber of Commerce or Legal Translator Certified, for release of payments.
- (6) Bidders must go through Guidelines for suspension of business dealings & Guidelines for Reverse auction. Guidelines for suspension of business dealings with suppliers/Bidders & Guidelines for Reverse auction are available on website www.bhel.com on “supplier registration page”.
- (7) The offers of the bidders who are on hold/suspended/banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The lists of the banned firms are available on BHEL website www.bhel.com on “supplier registration page”

(8) **Following documents will be required at various stages as follows:**

- i. Measurement Slips of licensed measurer to be handed over to BHEL immediately before issuance of draft BL
- ii. “Shipped on Board” OBL as per UCP 600
- iii. EP/EC S/B or Exporter copy or customs copy for our records
- iv. Scan Copy of Receiving issued on LR to transporters of BHEL /BHEL suppliers

(9) **PAYMENT TERMS**

All the payments shall be released in INR in line with the prices finalized in the Contract.

- (a) Payment of 90% of relevant schedule of Price bid schedule including GST on 100% invoice value will be paid after receipt of each lot cargo at *discharge port* subject to
- (i) Deduction of applicable penalty, if any, as per contract terms & conditions along with applicable GST on penalty.
 - (ii) Receipt of following supporting documents with GST compliant Invoice in **triplicate**:
 - i. Copy of Measurement Slips of licensed measurer/Surveyor.
 - ii. OBL Copy
 - iii. Statement of fact of berthing/Sailing of vessel//Transport document at Mongla port.
 - iv. Copy of proof of Vessel/ age and class of Institution certificate.
 - v. IGM details per BL, filed at Mongla Port.

Payment will be released within 15 days of submission of clear documents duly verified and certified by BHEL. Payment will be through electronic transfer (RTGS/NEFT) directly to your bank after adjusting security deposit, if any.

- (b) Balance 10% of above payment at sl no 9a will be released on Confirmation of full GST Credit to BHEL on earlier bills.
- i. Any Interest if levied thereon for reasons attributable to contractor will be recovered from any dues payable to the contractor.
 - ii. In case the bidder is unable to export the cargo within the stipulated time (currently 90 days from date of Export Invoice) as per the Customs GST circular and in case any penalty and interest, if any is levied the same shall be recoverable from the bidder.
- (c) INR – USD Exchange Rate shall be as per SBI / India TT selling exchange rate as under :
- i. For Price bid Schedule containing **Ocean Freight payment** followed by Road transportation under, the rate prevailing on the date of sailing of the vessel from Chennai will be applied.
 - ii. In case the above pertinent days for calculation of Exchange rate falls on holidays, then the Exchange rate as defined above should be considered for the previous working day.

General Terms and Conditions

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 "FREIGHT FORWARDER" OR "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, LOI, 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 are instructed by BHEL.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the Bidder. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Bidder with no claim on either side.
- 1.11 "CARRIER/SHIPPING/TRANSPORTATION" shall mean the shifting/carrying Cargo by using ships, s, tempo, trucks, trailers (mechanical /hydraulic), dolly, heavy duty railway equipment wagons, aircraft and all other transportation means which shall be arranged by the Bidder for executing the work.

- 1.12 GENERAL CARGO: Shall mean any one Cargo package of material and /or equipment with a weight less than 100 MT and with all dimensions below 13m Length, 3m Width, 3m Height (13mx3mx3m).
- 1.13 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Bidder / Bidder.
- 1.14 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.
- 1.15 HEAVY LIFT (HL): Shall mean any one Cargo package of equipment and/or materials with weight greater than or equal to 100MT.
- 1.16 LOT: Supplies which are shipped on single voyage of each vessel arranged by bidder/ supplier.
- 1.17 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.
- 1.18 SITE: Project Rampal Site.
- 1.19 Non Heavy Lift Cargo means General cargo and ODC i.e cargo that does not fall under definition of heavy lift.

2.0 ISSUE OF NOTICE:

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

3.0 COMMENCEMENT OF WORK:

- 3.1 The Bidder shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the Bidder fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regards.

4.0 DISCREPANCY AND CONTRADICTION

- 4.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.
- 4.2 In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, UNIT HEAD-ROD BHEL or his authorized representative shall be the deciding authority with regard to intention of the contract.

5.0 ARRANGEMENT OF SHIP//TRUCKTRAILOR/AXELS:

- 5.1 The Bidder shall arrange the vessel i.e ship(s)/ (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.

- 5.2 Before arrival of the vessel, the Bidder will inspect the cargo available in Port whether under the custody of the Bidder or BHEL or its supplier or any other authorized representative and ensure its sea worthiness. Any deficiency in this regard shall be brought to the notice of BHEL in writing suggesting remedial measures to enable BHEL to make it sea worthy. Alternatively, such action can be taken by the Bidder after obtaining written approval of BHEL to the action as well as to the cost. Such cost incurred by the Bidder shall be reimbursed by BHEL to the Bidder, if agreed. After such remedial measures, the Bidder shall be responsible for loading of the cargo on the Ship arranged by the Bidder.
- 5.3 The Bidder shall also intimate BHEL in writing about the documents required for loading of the cargo on the vessel. He will be responsible for examination of all the required documents before arrival of the vessel and any discrepancy in the same shall be attended to by the Bidder /BHEL in time to ensure loading on the vessel arranged by the Bidder as per cl.5.1 above.

6.0 DETENTION OF THE VESSEL :

It will be the responsibility of the Bidder to ensure that all the declared and available cargo is loaded on the vessel and unloaded from the vessel in time without its detention. **The Bidder shall be fully responsible for detention of the vessel and BHEL shall in no way be liable to pay any detention charges whatsoever.**

7.0 INVOICES AND PAYMENTS

- 7.1 The Bidder will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 7.2 The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- 7.3 Bidder to intimate immediately on the day of Export of Goods to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances. Postal address and email ID shall be intimated later.
Portal Address – Shall be intimated later and Email Address – Shall be intimated later.
In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
- 7.4 In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.
- 7.5 Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- 7.6 Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
- 7.7 Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 7.8 In case of LD recovery the applicable GST shall be also be recoverable from the suppliers.
- 7.9 The Freight shall be paid on the actual quantities Shipped /Transported.
- 7.10 The payments shall be made through RTGS/NEFT. The Bidder would be required to submit bank details for receiving the payments.

8.0 Taxes & Duties

- 8.1 All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable in India as well as in Bangladesh are included in the quoted price. GST & applicable Cess, if any, in India will be payable extra as enumerated in Payment terms.
- 8.2 TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 8.3 TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- 8.4 Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.
- 8.5 Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.

9.0 RISK PURCHASE:

- BHEL reserves to itself the following rights in respect of this Contract without entitling the Bidder for any compensation.
- 9.1 If at any time during the validity of the contract, the Bidder fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the Bidder, BHEL reserves the right to get the work done by other parties or departmentally at the risk and cost of the Bidder and also forfeit the security deposit.
 - 9.2 To recover any moneys due from the Bidder, from any money due to the Bidder under this or any other contract or from the Security Deposit.
 - 9.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

10.0 OBSERVANCE OF LOCAL LAWS :

- 10.1 The Bidder shall comply with all Laws, Statutory Rules, and Regulations etc. The Bidder shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law of load port country / transit country/ discharge port country for smooth execution of the Contract.
- 10.2 The Bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract in load port country/transit country/ discharge port country.
- 10.3 The Bidder shall be responsible for the proper behavior and observance of all applicable regulations by the staff employed in load port country/transit country/ discharge port country.

11.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- 11.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Bidder and his workmen without exception. The Bidder shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 11.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to property. If the bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment

- required as per law of the land, bidder shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
- 11.3 The Bidder shall insure his workmen against all accidents and the policy shall be presented to BHEL on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person during execution of the contract due to lapses by the bidder, the victim and/or his/her dependents shall be compensated by the bidder as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on bidder and recover the same from payments due to the bidder for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the bidder for presenting his case. 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.

12.0 INSURANCE:

- 12.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 12.2 The Bidder shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Bidder or his employees or any other person engaged.
- 12.3 The Bidder shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 12.4 If due to Bidder's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Bidder.

13.0 FORCE MAJEURE:

The following shall amount to force majeure conditions:-

- 13.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion, insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, 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.

14.0 PREVENTION OF CORRUPTION:

14.1 Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.

14.2 BHEL shall be entitled to cancel the contract and to recover from the Bidder the amount of any loss resulting from such cancellation, if the Bidder has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show 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 SETTLEMENT OF DISPUTE

15.1 Except as otherwise specially provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the GM ROD of BHEL subject to a written appeal by the Bidder to the GM ROD whose decision shall be final to the parties hereto.

15.2 Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

15.3 If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause below.

16.0 ARBITRATION

16.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.

16.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

16.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Delhi.

16.4 The cost of arbitration shall be borne as per the award of the Arbitrator.

16.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

16.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.

16.7 **In case of contract with Public Sector Enterprise (PSE) or a Government Department:** In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the

Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

17.0 LAWS GOVERNING THE CONTRACT:

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

18.0 SHORT – LANDED OR DAMAGED GOODS.

- 18.1 It shall be the responsibility of Bidder to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/ losses/ damages. Under no circumstances, the intimation be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Bidder.
- 18.2 In case of goods specified by BHEL and in case of apparent damages, the Bidder will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Bidder shall lodge claim with the appropriate authorities.
- 18.3 The Bidder is responsible for safe transportation of the goods. Bidder shall effect open delivery of the cases of major damage after completing the due processes.
- 18.4 The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

19.0 REQUIREMENTS OF PERFORMANCE.

- 19.1 All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Bidder at his own cost. Any contingency arising in this respect shall be the responsibility of the Bidder. Also the Bidder shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.
- 19.2 The contract as entered into between BHEL and the Bidder shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- 19.3 The Bidder shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Bidder shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and lashing at his own cost.
- 19.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Bidder at his own cost.
- 19.5 Any information / documents like route survey reports, third party approvals given to BHEL shall not in any way absolve or relieve the Contractor from any of his obligation, responsibility, or liability as per scope of work.
- 19.6 The Bidder shall be liable for any defects in the construction of any part of the Works, where such defects are due to any bad workmanship, the use of defective or inferior quality materials, error, omission, or negligence of the Contractor.

- 19.7 The Contractor shall be liable for the consequences of faulty design and specifications, lack of care and negligence for that part of the Works, which was designed and specified by the Contractor for the period specified. The Contractor shall keep the Employer fully and effectively indemnified against all legally enforceable losses, damages, injuries, deaths, actions, proceedings, claims, demands and all associated costs suffered by the Employer or any third party.

20.0 INDEMNITY:

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

21.0 SECURITY DEPOSIT

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

22.0 EARNEST MONEY DEPOSIT:

- 22.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :

Electronic Fund Transfer credited in BHEL account (before tender opening) in below bank account of BHEL

ACCOUNT NAME	BHARAT HEAVY ELECTRICALS LIMITED
ACCOUNT NUMBER	42705249391
ACCOUNT TYPE	CURRENT ACCOUNT
BANK NAME	STANDARD CHARTERED BANK
BRANCH NAME	RAJAJI SALAI
BRANCH ADDRESS	19,RAJAJI SALAI CHENNAI 600001
IFSC CODE	SCBL0036078

MICR CODE	600036005
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- 22.2 EMD of the Bidder will be forfeited if:
- 22.3 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 22.4 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract
- 22.5 If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- 22.6 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.
- 22.7 EMD of successful bidder will be adjusted towards part of the security deposit.
- 22.8 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.
- 22.9 EMD shall not carry any interest.

23.0 DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

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

24.0 REVERSE AUCTION:

- 24.1 BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- 24.2 Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the *tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com)*.
- 24.3 The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope Sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The**

bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

- 24.4 If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com)."

25.0 BHEL FRAUD PREVENTION POLICY:

- 25.1 Bidder along with its associate/ collaborators/ sub-Bidders/ sub vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

26.0 CANCELLATION OF THE CONTRACT:

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

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

- 27.1 Commitment by BHEL:
- 27.1.1 BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 27.2 Commitment by Bidder/ Supplier/ contractor:
- 27.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- 27.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 27.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL
- 27.2.4 If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against

such bidder/ supplier/ Bidder as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions”.

28.0 MSME suppliers can avail the intended benefits only if they submit along with the offer, self attested copies of either EM II certificate having deemed validity (2 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure 9 sl no 7 where deemed validity of EM II certificate of 2 years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I incase of 2 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 deficiencies 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. self certified documents should be uploaded in e_ tender portal system.

29.0 LICENSE/ PERMISSION/ REGISTRATION:

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

30.0 TIME LIMIT FOR SUBMISSION OF BILLS

- 30.1 The Bidder shall make a claim for the services rendered under this contract to BHEL within **(1) One month** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account

- thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 30.2 No claim in respect of under payment to the Bidder shall be considered valid or entertained unless a claim in writing is made thereof within **(1) One month** from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 30.3 However, in case of any specific issue over which the Bidder had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the Bidder.
- 31.0 E- PROCUREMENT:**
- 31.1 This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://eprocurebhel.co.in/nicgep/app>
- 31.2 Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (<https://eprocurebhel.co.in/nicgep/app>.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose
- 32.0 PROGRESS REPORTING**
- 32.1 The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the Bidder intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
- 32.2 The daily reports shall clearly indicate the work force deployed, category-wise, specifying also the activities in which they are engaged.
- 32.3 Weekly progress review meetings will be held at any suitable location during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the Bidder shall present program of subsequent week. The Bidder shall constantly update/revise his work program to meet the overall requirement.
- 32.4 Periodic progress reviews on the entire activities of execution in respect of scope of bidder will be held once in a month at any location. These meetings will be attended by reasonably higher officials of the Bidder and will be used as a forum for discussing all areas where progress needs to be speeded up. The Bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
- 32.5 During execution Bidder shall take colour digital photograph on mobile and forward on WhatsApp/email etc for each milestone every month/fortnight/week as applicable for all important activities of the works during progress and after reaching of consignment at major locations.
- 32.6 Successful bidder has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in CD/Removable hard disk (as per requirement) and handed over to BHEL on monthly basis.
- 32.7 The bidder shall be bound to report movement progresses of all outgoing consignments through electronic communication systems such as Fax, Mobile telephony/STD hones/Roaming cell phones, email, web based monitoring system or any other mode desired by BHEL at regular intervals.
- 32.8 For consignments carried by Hydraulic trailers, the transporter shall ensure that the vehicle driver carries with him a mobile phone to enable BHEL/Customer to contact him for monitoring the

progress. The mobile phone No. shall be intimated to BHEL before the consignment is moved. Besides, daily status of movement shall be conveyed by e-mail to BHEL.

33.0 PRE- BID MEETING

33.1 NA

34.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

- 34.1 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
- 34.2 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
- 34.3 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.

35.0 EXPEDITING :

- 35.1 Bidder is free expedite cargo arrival by following up with BHEL MUs/BHEL vendors based on the pending cargo remaining in the packing list and vessel / likely being planned.
- 35.2 Bidder will be responsible to follow up with BHEL MUs/BHEL vendors for cargo arrival schedule provided by then at 1st instance. He will keep track of cargo from the day it has left the works and plan further accordingly especially in case of ODC/HL
- 35.3 BHEL MUs coordinator details are provided in Annexure-4

36.0 LITIGATION HISTORY:

- 36.1 The Bidder shall submit accurate information as per Format enclosed at Annexure-6 about any litigation, arbitration and other claims whether pending, threatened, resolved resulting from contracts completed or ongoing under its execution over the last five years with cumulative possible impact of not more than 10% of the bidder's total assets. The purchaser may disqualify the bidder in the event that the total amount pending or threatened litigation, arbitration or other claims represents 100% of bidder's net worth. Furnishing this requirement is mandatory requirement.

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Technical Bid

TECHNICAL BID (RE/CHN/EXP/EM-2027)

Sr. No	Description	Remarks																				
1.	Earnest Money Deposit: Earnest Money Details (To be provided for the amount as mentioned in the special conditions) a. DD/EFT NO:_____ b. Date of DD/EFT: _____ c. DD/EFT Bank Name _____ The Bidders, shall submit tenders with interest free EMD of INR 3.24 Lakhs as per tender conditions by way of DD in favour of ‘BHARAT HEAVY ELECTRICALS LIMITED’ along with Compliance Letter. Offers without EMD shall not be considered.	(Details of the EMD through DD/EFT to be provided here)																				
2.	<u>Vessel/ Requirements:</u> Vessel/ requirements as detailed in scope of work. The age of the Vessel/ should be less than 25 years & should be eligible to call at Bangladeshi Ports. The certification of the Vessel/ for seaworthiness by Lloyds Register or equivalent and complies with Institute of Marine Cargo 1 or A, will have to be submitted along with the Freight Invoices. The Bidder shall furnish the following information/documents for each shipment : 1. Sailing report/certificate from the agent/master/shipping co. 2. Statement of Facts from the vessel/ agent at Load Port and Discharge Port. 3. Necessary certificates from the shipping/ company that the Vessel are certified for seaworthiness	Agreed																				
3.	The Bidder shall furnish the following information/documents for each shipment on accumulation of cargo / notice of readiness of cargo from BHEL for each shipment: <table><tr><th>Sno</th><th>Technical Details</th></tr><tr><td>1</td><td>Name of Nominated Vessel</td></tr><tr><td>2</td><td>Shipping Company/Vessel Owner/Charterer</td></tr><tr><td>3</td><td>Age of Vessel</td></tr><tr><td>4</td><td>Registry Details (P&I Club, Lloyds Registration details of the vessel to be Provided)</td></tr><tr><td>5</td><td>Vessel / Insurance Details (Name of Insurer, Insurance value to be Provided)</td></tr><tr><td>6</td><td>Gear Capacity</td></tr><tr><td>7</td><td>Present Position of the Vessel (Latitude, Longitude and steaming direction on the day of the Opening of the tender)</td></tr><tr><td>8</td><td>Itinerary of the Vessel (Last Port of call, ETA at Load Port)</td></tr><tr><td>9</td><td>Voyage time from Load Port to discharge port</td></tr></table>	Sno	Technical Details	1	Name of Nominated Vessel	2	Shipping Company/Vessel Owner/Charterer	3	Age of Vessel	4	Registry Details (P&I Club, Lloyds Registration details of the vessel to be Provided)	5	Vessel / Insurance Details (Name of Insurer, Insurance value to be Provided)	6	Gear Capacity	7	Present Position of the Vessel (Latitude, Longitude and steaming direction on the day of the Opening of the tender)	8	Itinerary of the Vessel (Last Port of call, ETA at Load Port)	9	Voyage time from Load Port to discharge port	Agreed
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8	Itinerary of the Vessel (Last Port of call, ETA at Load Port)																					
9	Voyage time from Load Port to discharge port																					
4.	The work involves presence of representative 24x7 and spread over 01 Month at Chennai, and Mongla/Project site. Bidder has to ensure presence of representative or should have office at these places.	Agreed																				
5.	Tool and Plant (T & P): Bidder shall be allowed to use only those T&P and hardware, which is in excellent working condition, tested for safe operation and adequate in capacity and size.	Agreed and Attached separately																				

	The bidder shall also submit along with the bid, proof of owning / tie up with owning agency, for the major T&Ps, to be used during above logistics operation as per Annxure-15. Bidder has to submit list of T&Ps/equipment to be deployed for complete job and also provide deployment schedule for the same with its offer Bidder to arrange for lifting beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading and trans-shipment of the cargo both in India and overseas at their cost.	in the bid
6.	<u>Transit Time : in no. of Day</u> 1) For Chennai: Cargo should be shipped immediately from Chennai port and further should be delivered at Mongla Port within 10 days. Total Transit time of 30 days shall start from last package received at consolidation place for accumulation of 4,000 FRT and the transit time End date will date of receipt of last package at Rampal site of the shipped LOT. 2) In case the bidder is unable to export the cargo within the stipulated time as per the Customs GST circular and in case any penalty and interest, if any is levied on BHEL the same shall be recoverable from the bidder.	Agreed
7.	Tender Documents: Entire tender document & amendments if any including forwarding letter of the tender document along with blank price bid without disclosing price but mentioning only “quoted” duly signed and stamped on each page should be uploaded on E_tender portal.	Enclosed
8.	Compliance Letter: The compliance letter duly signed and stamped on letter head as per section VIII.	Enclosed
9.	<u>Authority Letter</u> : An authority letter indicating that the person signing the IPA is the duly authorized by the company/firm	Enclosed
10.	<u>Transit penalty due to late delivery at Site</u> for delays in days beyond the stipulated transit period shall be 5% per week Prorata, limited to a maximum of 10% of the total freight amount / charges. Bidder shall be responsible to expedite the movement of consignment after same is received for shipment. In case the bidder is unable to export the cargo within the stipulated time as per the Customs GST circular and in case any penalty and interest, if any is levied the same shall be recoverable from the bidder.	Agreed
11.	<u>PAYMENT TERMS:</u>As Specified in Special and General terms &Conditions	Agreed
12.	<u>INDEMNITY:</u> Bidder shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate’s acts or accidents during the currency of the Contract.	Agreed
13.	<u>ARBITRATION:</u> As Specified in General Terms & Conditions.	Agreed
14.	<u>FORCE MAJEURE:</u> As specified in the General Term & condition.	Agreed
15.	<u>VALIDITY:</u> The contract shall remain valid till the shipment of the entire package as per packing list and will be valid up to the delivery of last package at Mongla Port or 1 month from date of LOI, whichever is later.	Agreed
16.	<u>TRANSSHIPMENT:</u> Transshipment not desirable.	Agreed

17.	<u>INSURANCE:</u> Cargo Insurance from works to site will be in the scope of BHEL. However, in case of untoward incidence/accident on the way, insurance survey, opening and re-packing of cargo /serving notice to the carrier etc to be arranged by the Bidder. All documents, as required for filing claim by BHEL shall be arranged by bidder within the required time. Any incidental charges of survey, packing charges as reimbursed by the Underwriters after settlement of claim will be paid by BHEL. For Heavy lift and value of cargo above 50Cr and shipment of cargo on flat the Bidder has to arrange/coordinate for insurance survey at the time of loading at load port, unloading at discharge port and submit survey report to BHEL immediately after the cargo is loaded/unloaded on/from the vessel. The surveyor will be nominated by BHEL/BHEL underwriter and payment to this surveyor will be made by BHEL/BHEL underwriter. Bidder to provide all ship details in advance as required by the underwriter and provide documents like Vessel/ Stowage Plan, Sea Fastening Plan and Calculations, Logistics Plan and any other document required by underwriter. Surveyor will attend/inspect and approve the packing, loading, stowage and lashing arrangements on the carrying vessel including unloading arrangement thereafter. All recommendations of the surveyor are to be complied with. For on deck cargo the Bidder will arrange pre-dispatch survey/inspection of lashing/fastening and strapping etc from surveyor underwriter and suitable notice of min. Seven days have to be given for survey.	Agreed
18.	<u>CANCELLATION OF THE CONTRACT:</u> BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security deposit for poor performance of Bidder leading to cancellation of contract. 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. 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.	Agreed
19.	<u>TAXES:</u> All taxes on freight, insurance and other dues of the vessel, trailers, Jetty construction shall be to the Bidder's A/c. The Bidder shall be responsible for payment of any Sales/ Service/ Income Tax or any other form of Tax/cess/duties levied/likely to be levied and not envisaged in the tender on transportation activity carried out in transit/discharge country. All taxes, duties, Cess by whatever name including, Charges, Royalties, any State or Central Levy and other Taxes for execution of the work (excluding GST with applicable cess) if incurred in the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL. Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the Bidder. Quoted/ accepted rates/ price shall be inclusive	Agreed

	of all such requirements. GST with applicable Cess, legally leviable & payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.	
20.	GOVT.RULES & REGULATIONS: BIDDER to abide by all the rules and regulations related to road/Vessel/ transportation, traffic, police, customs etc.	Agreed
21.	CUSTOM CLEARANCE AT LOAD PORT: Bidder to do the custom clearance and all the arrangement of documentation necessary advance coordination as given the scope of Work, Customs Act etc. Details of party doing Customs clearance are as under: 1. Name: 2. Address 3. Contact	Agreed
22.	The quantity/packages of Non- Heavy lift cargo indicated is based on the preliminary estimates and may undergo change.	Agreed
23.	RISK PURCHASE: In the event of failure of Bidder to lift the consignment offered to them, BHEL reserves the right to use alternative source at their risk and cost and extra expenditure incurred if any shall be borne by the Bidder. Bidder shall ensure that the vehicle/vessel is placed as and when requisitioned.	Agreed
24.	<u>RA will be conducted on the Total Price received in the price bid. The final price break up after the RA will be on a prorata basis of the original price submitted for each item of the price bid.</u>	Agreed
25.	Documents Required: <i>Along with the technical Bid</i> 1 Duly filled up and signed tender document as well as acceptance of essential conditions as contained in Tender. 2 Certificate of compliance 3 Certificate of declaration for conforming to site conditions. 4 Draft or EFT proof for the EMD of requisite amount to BHEL. For each shipment, the Bidder has to provide the following documents: 1. Authorization from the Vessel Owner/Shipping Company/Charterer to offer the vessel for carrying out this contract. 2. Registration Details of Vessel and supporting documents 3. Insurance details of the vessel and supporting documents <i>After Completion of loading and sailing from Load Port</i> 1 Three Sets of Original Clean Bills of Lading shipped on board with Freight Prepaid Stamping 2 Five sets of Non Negotiable Bills of Lading <i>After Delivery of Cargo at Mongla Port:</i> 1 Statement of Facts or discharge certificate as attested by Site. All invoices / documents/receipts must be in English. All documents issued in Bangla/any	Agreed

	other language must be translated in English and certified by a Chamber of Commerce or Legal Translator Certified copies of Receipts for release of other payments.	
--	---	--

Seal of the Company
& Date

Signature & Name of Shipping Agent

8

Price Bid

PRICE BID

Sched ule code	Brief scope of work code	Description	UNIT	Cargo Qty	Rate	Total (calculated in INR)
1	2	3	4	5	6	5 x 6=7
		Price for all activities for shipment of General Cargo from Chennai Port to Project Site				
1	SW1	Charges for all activities from receiving General cargo at consolidation point near Chennai port till Loading on Vessel/ as per scope of work in USD	FRT	8000		
2	SW2	Charges for all activities for General Cargo from freighting from Chennai port till <i>Mongla Port</i> as per scope of work in USD	FRT	8000		

Tender no RE/CHN/EXP/EM-2027			
S/no	Schedule-1 : Total Price		
	DESCRIPTION	TOTAL QUOTED PRICE (IN INR)	
1	Package: Transportation contract for Export Project cargo from Chennai to Mongla Port, Bangladesh	In Figures:	
	IN WORDS:		

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

- Bidder to note that total price quoted in schedule-1 above shall be considered for evaluation & awarding. As such grand total price should be complete in all respect for the full scope defined and considering all terms and conditions.
- Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived for each scope of work.
- Any item as per scope of work, if not included in the price quoted above and shown separately will not be taken cognizance of and the offer shall be liable for rejection.
- Price format shall not be changed by bidder in any case and it may lead to rejection of their offer.
- The quantity of items may vary during execution mainly due to actual requirement etc.
- For evaluation purpose and further award of work the Exchange Rate for INR-USD will be TT selling rate as on the date of opening of PQR bid.
- Payment of Freight or Charges for packages shall be as per the actual freight tons shipped and measured by Licences measurers/surveyors inside port. The respective unit rates will be used for calculating the freight / charges payable.
- The dimensions and weight of the packages may undergo change.
- Tentative overall quantity of shipment is envisaged as 8,000 FRT. Quantity may vary in each item of the price schedule. However, with these variations, the overall Contract Value shall be restricted to +/- 30%.
- B/L charges will be paid fixed at **Rs. 1000 per B/L** for cargoes exported from Chennai.
- No additional payment (GRI/RRR etc) on any account shall be considered for payment.
- No additional choking/lashing charges shall be applicable.
- For Hazardous cargo, ODC rate quoted above shall be paid.
- Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs
- The rates quoted shall be inclusive of non stackability. No separate payment shall be admissible for non stackable cargo.

COMPLIANCE LETTER

(Letter of compliance in Company's Letter Head)

Date:

To,

M/s BHARAT HEAVY ELECTRICALS LTD.,
Regional Operations Division,
Material Services, 11, TEK towers, 4th Floor,
Thoriapakkam, Chennai 600097.
Tamil Nadu, India.

Sub: Your Tender no RE/CHN/EXP/EM-2027

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,

Sign and Seal of the Bidder

Abbreviations used in the tender:

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

(On company letter head)

Certificate of Declaration for Conforming to Site Conditions

Tender No. RE/CHN/EXP/EM-2027 for Transportation of Export Project Cargo from Chennai Port, India to MSTPP Rampal Project site, Bangladesh.

Dear Sir/Madam,

We, _____ hereby declare and confirm that we have visited the Port of Origin (Chennai port) / Port of discharge (Mongla Port) and acquired full knowledge and information about the site condition.

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

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

Bidders's Name & Address

Place:

Date:

(Signature of Bidder)

With stamp

Material Receipt Certificate

Ref: _____

Date: _____

Project: 2 x 660 MW Maitree Super Thermal Power Plant, Rampal, Bangladesh

It is confirmed that that following goods /equipments supplier by Bharat Heavy electrical Limited as per details given below have been delivered safely to Mongla Port by Freight Forwarder M/s

Sno	Documents	Description
1.	BHEL invoice no and date.	
2.	BL no and date.	
3.	Package nos	
4.	No. of Packages as per BL.	
5.	No. of packages delivered at site.	
6.	Received in Truck no./Trailer no.	
7.	Remarks , if any	

The vehicle carrying cargo has been released within _____ days from the receipt at site.

Construction Manager
MSTPP, BHEL Site Office
Rampal, Bangladesh
Date : _____

Litigation History

Name of Bidder : _____

Bidder, including where bidder is a the partners of a joint venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year	Award FOR or AGAINST Bidder	Name of client	Cause of litigation, and matter in dispute	Disputed amount In Rs. Lakhs

(On company Letter Head)

Bank Details

Information of Bank Account of Company	Document to be submitted
The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer EFT/ RTGS) is to be submitted: 1. Name of the Company 2. Name of Bank 3. Name of Bank Branch 4. City / Place 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch	Information of Bank Account of the Company duly endorsed by the Bank

Signe of Authorized Signatory

Date:

Stamp & Seal

**Application Form for Qualification Requirements
(To be enclosed in Qualification bid)**

1. i. Name & address of the Company :

ii. Year of Establishment of Company :
2. Type of Ownership :
Proprietary or Partnership or Private Limited
or Public Limited or any other (specify).
3. Valid Registration Certificate from the :
Directorate General of Shipping,
Ministry of shipping, Govt. of India/ CHA registration/
Port registration (Provide registration no. &
Self-certified Copy to be enclosed)
4. Certificate of Incorporation in respect of Ltd. Co. :
(Provide date of incorporation & Self-certified Copy to be enclosed)
5. Partnership Deed in respect of Partnership Firms. :
(Self-certified Copy to be enclosed)
6. Information on Party's Offices in India (Chennai)
 - 6.1 Office address :
Telephone No / Mobile No. :
Name of contact persons :
Email IDs :
 - 6.2 Office is owned or rented :
7. FINANCIAL DETAILS: The Financial Data for 3 years to be certified by the **Chartered Accountant** on
his letterhead

Sl. No.	Description	2017-2018	2018-2019	2019-2020
7.1	Total Turn Over of Company in Rs Lakhs			
7.2	Net worth (paid up share capital or partnership capital or proprietor capital +Reserves)			
7.3	Net Profit in Rs Lakhs			
7.4	Current Ratio=(Current Assets/ Current Liabilities)			

8. Company details
- a. PAN:
- b. Bank Reference: (Details for Electronic Fund Transfers as per enclosed Annexure no 8)

c. GST Registration Number:

9. Organizational Information:

a. Directors/Partners if related to any BHEL employee

Name:

Staff No.:

Designation:

Department:

Relationship:

b. If any ex-BHEL personnel is employed by the party, mention his/her

Details of last posting

Name:

Staff No.:

Designation:

Department:

Relationship:

c. Perception of party's chief executive about BHEL:

(i) Chief executive's opinion about dealing with BHEL

(ii) Whether he is willing to work with BHEL on long-term contract basis with a time bound target for improvement in quality of the product and reduction in prices and what support he expects from BHEL towards achieving this goal.

(iii) Any other aspects, which would be beneficial for the improvement in BHEL's performance. (Use separate sheet if required)

10. Details of CEO:

a. Name:

b. Designation

c. Aadhar No

d. Email

e. Tel No:

f. Mobile

g. Fax

11. Details of authorized signatory:

a. Name:

b. Designation

c. Aadhar No

d. Email

e. Tel No:

f. Mobile

g. Fax

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

- a. Name:
- b. Gender
- c. % of Share of Ownership
- d. SC/ST(Yes or No)
- e. PAN
- f. Aadhar No
- g. Email
- h. Tel No:
- i. Mobile
- j. Fax

13. Whether Company is Micro/Small Enterprise (MSE) Category **Yes / No**
(Attach relevant documents)

14. If Company is Micro/Small Enterprise (MSE) Category whether owned by SC/ST **Yes/No**

15. Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Labourer's Act / Child Labour Act / Transporter board/ Customs and Port procedures and all other relevant Acts, Rules and Regulations of Tamil Nadu and West Bengal, Govt. of India & Govt. of Bangladesh in course of their activities and whether they are being fully complied with. Also all handling equipments are complying as per HSE compliance /OHSAS compliance. **Yes / No**

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

Note:

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

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

Annexure 6

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

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

Note : For each case of Work Experience filled in the format , self attested copy of work order / Letter of Award and Self attested copies of work completion certificates issued by the agency who has awarded the contract should be furnished. BHEL reserves the right to verify the authenticity of the document from the originator, hence the party should ensure that all contractual & contact details are available in the completion certificates to lend easy verification wherever required.” Value will be appreciated @7% annually for each completed year ending last day of month previous to the one in which bids are invited.

Annexure 7 – Representative (Packing list*) attached.

UNDERTAKING BY BIDDER (on Company's letter head)

To,
BHARAT HEAVY ELECTRICALS LTD.,
Regional Operations Division,
Material Services, 11, TEK towers, 4th Floor,
Thoriapakkam, Chennai 600097.
Tamil Nadu, India.

Sir,

SUB: Declaration for Pre-Qualification requirement SNo. 3. of Tender No. **RE/CHN/EXP/EM-2027**

I/We undertake and confirm that :

1. We/Our associate have valid Custom House Agent (CHA)/Custom Agent Licence of India to operate Custom Clearance Activity in India **OR**

We undertake to provide the Self-certified Copy of Valid Custom House Agent (CHA)/Custom Agent License of India immediately after issue Letter of Intent (LOI) without hampering BHEL's Operation.

2. We/Our associate have experience in "operations" of cargo. **OR**

We undertake to provide Self-certified Copies of Contract(s) along with customer contact details and copy of B/L and other documents evidencing the bidder having experience in Operations immediately after issue Letter of Intent (LOI) without hampering BHEL's Operation.

OR

We undertake to provide the Self-certified copy of VAT / BIN /TIN certificate of Bangladesh immediately after issue Letter of Intent (LOI) without hampering BHEL's Operation.

3. We/Our associate have not been suspended by Custom Authority any time during last Three Years prior to the date of this Tender.

4. We/Our associate have not been referred to BIFR/NCLT or declared 'SICK' by any of Statutory Authority.

5. We/Our associate give the undertaking that details given to M/s BHEL shall not be used in any way detrimental to the interest of BHEL and/or for supply of service directly or indirectly to any other customer.

The information given in the above format is true to my knowledge and belief. If the above information is found false, our application is liable for rejection/cancellation of registration.

Signature of Authorized Signatory

Date: Stamp & Seal

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / 100%
SUBSIDIARY COMPANY (As the case may be)**

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this _____ day of _____ month _____ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent company / Subsidiary Company (Delete whichever not applicable)) of the other part:

WHEREAS

M/s. BHEL (hereinafter referred to as BHEL) has invited offers vide their tender No. _____ for _____ and
M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/ Subsidiary Company- (Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to BHEL for the full scope of work as envisaged in the tender document as a main bidder and liaise with BHEL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/ Subsidiary Company (Delete whichever not applicable)) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the parent Company/ Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to BHEL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by BHEL to the bidder.
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/ Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to BHEL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by BHEL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)
(Delete whichever not applicable)

For and on behalf of
(Parent Company/ Subsidiary Company)

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

PARENT COMPANY / SUBSIDIARY COMPANY GUARANTEE (Delete whichever not applicable)
(To be executed on Stamp Paper of Requisite Value and Notarised)

DEED OF GUARANTEE

This DEED OF GUARANTEE executed at ----- this ----- Day of by: M/S -----.(mention complete name), a Company duly organized and existing under the laws of----- (insert Jurisdiction /country) having a principal business office at ----- hereinafter referred to as “**Guarantor**” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns..

WHEREAS

M/S BHARAT HEAVY ELECTRICALS LIMITED), a Govt. Of India “Maharatna” category Enterprise having its Headquarters at BHEL House, Siri Fort, New Delhi -110049 hereinafter referred to as “**BHEL**” which expression shall, unless excluded by or repugnant to the subject or context thereof ,be deemed to include its successors and assigns, invited eTender No. **RE/CHN/EXP/EM-2027** Transportation of Project Cargo from Chennai Ports, India to Mongla Port, Bangladesh

M/S -----,(mention complete name) a Company registered under the Company’s Act 1956 and having its Registered Office at ----- (insert Jurisdiction /country) hereinafter referred to as “**Company**”, which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns, a wholly owned Company of the Guarantor, have in response to the above mentioned tender invited by the BHEL, submitted their Bid No. ----- dated ----- to the BHEL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the Company at any stage. .

The Guarantor represents that they have gone through and understood the requirement of the above mentioned tender and are capable of and committed to provide technical, financial and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered in to an agreement dated as per which the Guarantor shall be providing technical, financial such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for the Company to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this Guarantee and undertakes as follows:

1. The Guarantor (Parent Company / 100 % subsidiary company (Delete whichever not applicable)) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall immediately on receipt of notice of demand by BHEL take up the job without any demur or objection, in continuation and without loss of time and without any cost to the BHEL and dully perform the obligations of the Company to the satisfaction of the BHEL. In case the Guarantor also fails to discharge its obligations herein to complete the job satisfactorily, the BHEL shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to the BHEL for non-performance or un-satisfactory performance by the Guarantor or Company of any of their obligations.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.

3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and the BHEL.

4. The liability of the Guarantor under this Guarantee is limited to the total value of the contract entered between the Company and the BHEL and in no event shall the Guarantor's liability hereunder, either in its capacity of Guarantor or as Contractor should it perform the Contract in the event of the Company's non-performance as per point No.1 herein above, exceed that of the Company under the mutually agreed Contract awarded to the Company. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company, if any.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the Governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection there with or for the due performance of the Guarantors obligations hereunder.

6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Delhi, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For and on behalf of (Parent Company/subsidiary company(Delete whichever is applicable)

M/s -----.

Per :

Signature :

Name :

Designation :

Witness : 1

Signature :

Name :

Designation :

Date :

Witness : 2

Signature :

Name :

Designation :

Date :

Instruction for Furnishing Parent Company / Subsidiary Company Guarantee

1. Guarantee should be executed on Stamp Paper of Requisite Value and Notarised
2. The official(s) executing the guarantee should affix full signature (s) on each page
3. Resolution passed by Board of Directors of the guarantor company authorising signatory(ies) to execute the guarantee, duly certified by the company secretary should be furnish along with the guarantee

4. Following certificate issued by the company in the deed of guarantee no. _____ furnish against tender no _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject.

FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY
(Strike out whichever is not applicable between ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) _____ hereinafter referred to as bidder on the first part and

M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the bidder) herein after referred to as " Sister Subsidiary/Co-subsidiary of the second part and

M/s. _____ (Fill in the full name, constitution and registered office address of the ultimate Parent/Holding Company's of both the subsidiaries) herein after referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Bharat Heavy Electricals Limited (hereinafter referred to as BHEL) has invited offers vide their tender No. _____ for _____ and

M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and

Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to BHEL for the full scope of work as envisaged in the tender document with all its amendments.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to BHEL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by BHEL to the bidder.
4. Sister Subsidiary/Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by BHEL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to BHEL and duly perform the obligations of the Bidder/Contractor to the satisfaction of BHEL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.

6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

For and on behalf of
(sister Subsidiary/ Co-subsidiary)

For and on behalf of
(Ultimate Parent/Holding Company)

M/s.

Witness:

1)

2)

M/s.

Witness:

1)

2)

M/s.

Witness:

1)

2)

Note: In case of contracts involving - (a) manufacture/supply(b) installation and commissioning (c) serving and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) serving and maintenance, thereof, in that case, the above format shall be signed by all the sister/Co-subsidiary company (ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

List of Tools & Plants

List of equipments / Machinery / T&P owned by the contractor and proposed to be deployed by the contractor for this work.

NOTE: Tenderers are required to furnish the details as desired below with regard to the equipments machinery, tools & plants, consumables and workshop facilities owned by them along with documentary proof for the same.

sno	Name of the equipments	Total Qty.	Quantity Proposed Available	Type Capacity to be deployed	Year of manufactur	Date of Purchase	Registration no.	Present location	Utility factor
1	2	3	4	5	6	7	8	9	10