



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

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

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

No. RE/MUM/EXP/ ES-1907

Date: 15/05/2019

To,
M/s _____

Dear Sirs,

Sub: Ocean Freighting of Project cargo from Rotterdam/Antwerp to Mongla Bangladesh Seaport on CIF basis.

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

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|------|-------------------------------|----------------|
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The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for Two months for acceptance from the due date of tender. Tender should be submitted stated in “Instruction to bidders – Section - II”. The technical offer should comply with the all tender requirement. The offers 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 e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bhel.abcprocure.com> only as no other forms of submission of offer or hard copy is accepted. Bidders are requested to quote their most competitive prices in through the online e-procurement portal / system.

Bidders must submit their bids in the E-procurement Portal by 15:00 hrs, **22/05/2019**. Kindly forward your regret letter in the event of non-participation in the tender. Successful bidder shall be responsible for completion of the contract in all respect. Techno commercial offers shall be opened through the E-Procurement portal on **22/05/2019** at 15.30 Hrs. RA will be conducted for this tender.

Thanking you,

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

-SD-

Dy. Manager (Exports)

Encl: Section I to VII and Annexure I to III

GENERAL INFORMATION

BHEL intends to appoint a Contractor for Ocean Freight of Project cargo delivered at Rotterdam or Antwerp to Mongla Port at Bangladesh. There are different sets of cargoes (arriving in two lots) to be ocean freighted to Mongla port Bangladesh. The contractor will have to receive the cargo at Rotterdam or Antwerp on FOB basis and deliver it to Mongla port Bangladesh on CIF basis. The quantity of cargo is about 2278 Freight Tons (FRT) subject to a variation of +/-10% which is to be shipped in 2 Lots.

Other Details and Contact Persons:

Sno	Name and Address	Phone Nos. & Email
1	BHEL ROD Mumbai address and contact for coordination for tender Mr. A.K. Vajpeyi, General Manager (ROD Western Region) Mr. Sanjeev Shikhare, Sr. Dy. General Manager (Export) Mr. Vishwa Chandan Dy. Manager (Exports) Regional Operations Division Bharat Heavy Electricals Ltd., 14/15 th Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra India Ph No. 022-22171301/342	Ph No. 022- 22171201/202/203/205 Email : akv@bhel.in Ph No. 022- 22171301 Email: rodsds@bhel.in Ph No. 022- 22171342 Email: vishwa.chandan@bhel.in
2	Terms of Delivery:	CIF Mongla Port
3	BHEL, Bangladesh Office contact details: Dhaka Office for issue of documents like Commercial invoice/ packing list /COO / insurance certificate/ Bangladesh insurance policy/ progress report Maitree Site Office for delivery acknowledgement Consignee	Mr. N.N. Sarkar, GM, MPEG, Ph: +8801678320704 Email: nnsarkar@bhel.in Shri Surojit Mandal Ph: +880-1708518372 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	2278 FRT +/-10%
5	Due date & Time of submission of EMD	On 22/05/2019 15:00 Hrs.
6	Date and time of opening of Technical Cum PQR Bid (Part I) of tender	On 22/05/2019 15:30 Hrs.
7	Date and time of opening of (Technical) Part II	To be intimated later via E_tender portal
8	Name and Address of concerned persons of E-procurement agency	E-PROCUREMENT TECHNOLOGIES LTD BHEL e-Procurement Helpdesk e-Procurement Technologies Limited B- 704/705, Wall Street – II, Opp. Orient Club, Ellisbridge, Ahmedabad – 380006, India. Phone: +91-79-68136809 68191 6867 6823

		(Monday to Friday between 10:00 AM to 07:00 PM (IST) & Saturday between 10:00 AM to 4:00PM (IST)) Email: Bhel.Support@abcprocure.com Web : https://bhel.abcprocure.com
9	Name and Address of concerned persons for technical help, if any with regard to E_procurement portal	Mrs. Pallavi Gupta (Senior Engineer-Imports) BHEL-ROD Mumbai, 14/15 th Floor WTC 1, Cuffe parade Mumbai -05 Ph : 022-22171355, Email: pallavi.gupta@bhel.in
10	Value of Cargo	USD 482,61,000 (For both Lots)
11	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. The project site is situated on the bank of Possur River and is about 14 km northeast of Mongla Port and 23 kms from Khulna city; <i>This is only location, actual distance will be as per the route survey conducted by the Bidders</i>
12	Name of agency for Notice and receiving of cargo at Mongla port	M/s ABC India Limited Ashish Agarwal, Managing Director ABC India Limited 40/8, Ballygunge Circular Road, Kolkata-700 0019 Cell No: +919830076910
13	M/s Siemens detail Address and contact details	SIEMENS AG FREYESLEBENSTRASSE 1,91058 ERLANGEN, GERMANY Mr Ralf Aldenhoven Siemens AG, Power and Gas Division 45478 Muelheim an der Ruhr , Germany Mobile: +49 1741526447 Email: Ralf.Aldenhoven@siemens.com ;

SECTION – I

SCOPE OF WORK AND PACKING LIST

Cargo Description:

Turbine Package LOT 1

Item description	PCS	Gross weight (MT)	Length [M]	Width [M]	Height [M]	cbm³	FRT	H/L, GC, ODC
HP - Turbine	1	0.78	1.60	1.22	0.73	1.42	1.42	GC
	1	0.11	1.28	0.43	0.50	0.28	0.28	GC
	1	3.10	1.80	1.61	1.09	3.16	3.16	GC
	1	128.00	7.97	3.80	3.71	112.36	128.00	H/L
	1	0.13	0.68	0.68	0.53	0.25	0.25	GC
	1	0.24	1.22	0.89	0.75	0.81	0.81	GC
IP - Turbine	1	1.17	1.22	1.23	1.50	2.25	2.25	GC
	1	1.10	1.22	1.23	1.35	2.03	2.03	GC
	1	0.36	1.22	1.22	0.73	1.09	1.09	GC
	1	0.40	1.22	1.23	1.35	2.03	2.03	GC
	1	1.08	1.60	1.22	0.73	1.42	1.42	GC
	1	180.00	8.99	4.45	4.34	173.62	180.00	H/L
LP - Turbine	1	3.38	2.69	2.69	1.57	11.36	11.36	ODC
	1	6.00	3.29	1.71	1.64	9.23	9.23	GC
	1	6.00	3.29	1.71	1.64	9.23	9.23	GC
	1	6.00	3.29	1.71	1.64	9.23	9.23	GC
	1	6.00	3.29	1.71	1.64	9.23	9.23	GC
	1	0.20	2.10	0.50	0.44	0.46	0.46	GC
	1	0.20	2.10	0.50	0.44	0.46	0.46	GC
	1	57.00	5.69	5.83	3.57	118.43	118.43	H/L
	1	57.00	5.69	5.83	3.57	118.43	118.43	H/L
	1	3.25	3.90	2.06	0.94	7.55	7.55	GC
	1	3.25	3.90	2.06	0.94	7.55	7.55	GC
	1	3.25	3.90	2.06	0.94	7.55	7.55	GC
	1	3.25	3.90	2.06	0.94	7.55	7.55	GC
	1	65.50	8.60	3.38	3.53	102.61	102.61	H/L
	1	65.50	8.60	3.38	3.53	102.61	102.61	H/L
	1	23.00	7.89	4.18	3.73	123.02	123.02	ODC
	1	23.00	7.89	4.18	3.73	123.02	123.02	ODC
Turbine Valves	1	6.78	2.57	2.41	2.63	16.29	16.29	ODC
	1	6.16	2.57	2.41	2.16	13.38	13.38	GC
	1	3.72	2.49	1.35	2.51	8.44	8.44	GC
	1	0.00	0.31	0.16	0.17	0.01	0.01	GC
	1	35.00	4.62	4.33	2.80	56.01	56.01	ODC
	1	35.00	4.62	4.33	2.80	56.01	56.01	ODC
	1	6.50	2.80	2.00	1.80	10.08	10.08	GC
	1	51.40	6.21	4.87	3.60	108.87	108.87	H/L
	1	51.40	6.21	4.87	3.60	108.87	108.87	H/L
	1	4.10	2.92	1.82	1.27	6.75	6.75	GC
Turbine Accessories	1	2.09	1.94	1.42	1.07	2.95	2.95	GC
	1	0.01	0.43	0.33	0.38	0.05	0.05	GC
	1	0.01	0.43	0.33	0.38	0.05	0.05	GC

	1	0.68	1.76	1.28	1.42	3.20	3.20	GC
	1	2.09	1.94	1.42	1.07	2.95	2.95	GC
	1	3.20	2.67	1.23	1.65	5.42	5.42	GC
	1	2.21	1.87	1.42	1.32	3.51	3.51	GC
	1	6.20	6.75	1.56	1.95	20.53	20.53	GC
	1	0.09	0.93	0.73	0.69	0.47	0.47	GC
	1	0.03	0.48	0.38	0.44	0.08	0.08	GC
	1	1.18	4.06	0.93	0.85	3.21	3.21	GC
	1	0.02	0.41	0.31	0.31	0.04	0.04	GC
	1	0.67	1.35	0.88	0.73	0.87	0.87	GC
Cross Over Pipes	1	15.00	5.29	2.99	3.68	58.21	58.21	ODC
	1	6.00	3.24	3.22	1.52	15.86	15.86	ODC
	1	3.60	2.49	2.65	2.47	16.30	16.30	GC
	1	2.68	2.60	2.56	1.92	12.78	12.78	ODC
	1	2.00	6.25	0.68	0.55	2.34	2.34	GC
	1	1.52	2.19	2.15	1.23	5.79	5.79	GC
	1	1.08	2.08	2.08	0.83	3.59	3.59	GC
	1	0.36	2.65	1.33	0.38	1.34	1.34	GC
	1	0.29	2.17	2.04	0.45	1.99	1.99	GC

Generator package LOT 2

Item description	PCS	Gross weight (MT)	Length [M]	Width [M]	Height [M]	cbm³	FRT	H/L, GC, ODC
Generator Rotor	1	81.500	14.52	1.96	2.22	63.18	81.50	H/L
Generator (excl Rotor)	1	326.500	12.38	4.44	4.36	239.66	326.50	H/L
Generator Accessories	1	0.320	1.79	1.79	0.47	1.51	1.51	GC
	1	1.800	2.06	1.86	1.73	6.63	6.63	GC
	1	0.185	1.22	1.22	0.73	1.09	1.09	GC
	1	1.550	2.04	0.94	0.84	1.61	1.61	GC
	1	0.810	1.60	1.22	0.73	1.42	1.42	GC
	1	22.800	4.63	4.55	2.18	45.92	45.92	ODC
	1	0.720	1.60	1.22	0.73	1.42	1.42	GC
	1	0.575	1.22	1.22	0.73	1.09	1.09	GC
	1	2.000	2.00	2.00	2.00	8.00	8.00	GC
	1	1.350	1.93	1.77	0.61	2.08	2.08	GC
	1	1.100	2.44	1.22	1.34	3.99	3.99	GC
	1	0.520	2.44	1.22	0.73	2.17	2.17	GC
	1	3.100	4.68	1.16	1.39	7.55	7.55	GC
	1	3.100	4.68	1.16	1.39	7.55	7.55	GC
	1	0.800	2.13	1.16	0.99	2.45	2.45	GC
	1	0.240	1.22	1.22	0.73	1.09	1.09	GC
	1	6.500	3.56	2.62	1.78	16.60	16.60	ODC
	1	0.465	1.60	1.22	0.73	1.42	1.42	GC
	1	1.200	5.00	1.61	1.70	13.69	13.69	GC
	1	0.005	0.31	0.16	0.17	0.01	0.01	GC
	1	5.000	10.35	2.45	1.49	37.78	37.78	GC
	1	0.820	4.48	1.70	1.00	7.62	7.62	GC
	1	0.880	1.22	1.22	0.73	1.09	1.09	GC

	1	0.170	1.22	1.22	0.73	1.09	1.09	GC
	1	0.410	2.44	1.22	0.73	2.17	2.17	GC
	1	17.000	3.97	3.02	2.36	28.29	28.29	ODC
	1	18.000	3.97	2.78	2.36	26.05	26.05	ODC
	1	0.170	1.22	0.71	0.73	0.63	0.63	GC
Hazardous Goods	1	0.020	0.48	0.38	0.38	0.07	0.07	GC
	1	0.020	0.48	0.38	0.38	0.07	0.07	GC
	1	0.007	0.42	0.32	0.40	0.05	0.05	GC
	1	0.002	0.31	0.16	0.17	0.01	0.01	GC
	1	0.008	0.42	0.32	0.40	0.05	0.05	GC
	1	0.002	0.31	0.16	0.17	0.01	0.01	GC
	1	0.007	0.42	0.32	0.40	0.05	0.05	GC
	1	0.022	0.48	0.38	0.44	0.08	0.08	GC
	1	0.035	0.68	0.48	0.53	0.17	0.17	GC
	1	0.035	0.68	0.48	0.53	0.17	0.17	GC
	1	0.009	0.42	0.32	0.40	0.05	0.05	GC
	1	0.008	0.42	0.32	0.40	0.05	0.05	GC
	1	0.008	0.42	0.32	0.40	0.05	0.05	GC
	1	0.008	0.42	0.32	0.40	0.05	0.05	GC
	1	0.007	0.42	0.32	0.40	0.05	0.05	GC
	1	0.012	0.42	0.32	0.40	0.05	0.05	GC
	1	0.008	0.42	0.32	0.40	0.05	0.05	GC
	1	0.008	0.42	0.32	0.40	0.05	0.05	GC
	1	0.008	0.42	0.32	0.40	0.05	0.05	GC
	1	0.016	0.48	0.38	0.38	0.07	0.07	GC
	1	0.015	0.48	0.38	0.38	0.07	0.07	GC
	1	0.006	0.42	0.32	0.40	0.05	0.05	GC
	1	0.002	0.31	0.16	0.17	0.01	0.01	GC
	1	0.007	0.42	0.32	0.40	0.05	0.05	GC
	1	0.020	0.42	0.32	0.40	0.05	0.05	GC
	1	0.009	0.42	0.32	0.40	0.05	0.05	GC
	1	0.003	0.31	0.16	0.17	0.01	0.01	GC
	1	0.008	0.42	0.32	0.40	0.05	0.05	GC
	1	0.013	0.42	0.32	0.40	0.05	0.05	GC
	1	0.002	0.31	0.16	0.17	0.01	0.01	GC
	1	0.003	0.31	0.16	0.17	0.01	0.01	GC
	1	0.003	0.31	0.16	0.17	0.01	0.01	GC
	1	0.003	0.31	0.16	0.17	0.01	0.01	GC
	1	0.003	0.31	0.16	0.17	0.01	0.01	GC
	1	0.002	0.31	0.16	0.17	0.01	0.01	GC
	1	0.002	0.31	0.16	0.17	0.01	0.01	GC
	1	0.002	0.31	0.16	0.17	0.01	0.01	GC
	1	0.007	0.42	0.32	0.40	0.05	0.05	GC
	1	0.008	0.42	0.32	0.40	0.05	0.05	GC
	1	0.008	0.42	0.32	0.40	0.05	0.05	GC
	1	0.008	0.42	0.32	0.40	0.05	0.05	GC
	1	0.001	0.22	0.22	0.23	0.01	0.01	GC
	1	0.001	0.22	0.22	0.23	0.01	0.01	GC
	1	0.001	0.22	0.22	0.23	0.01	0.01	GC
	1	0.001	0.22	0.22	0.23	0.01	0.01	GC
	1	0.001	0.18	0.16	0.23	0.01	0.01	GC

	1	0.014	0.42	0.32	0.40	0.05	0.05	GC
	1	0.021	0.48	0.38	0.38	0.07	0.07	GC
	1	0.004	0.31	0.16	0.17	0.01	0.01	GC
	1	0.003	0.31	0.16	0.17	0.01	0.01	GC
	1	0.011	0.42	0.32	0.40	0.05	0.05	GC
	1	0.007	0.42	0.32	0.40	0.05	0.05	GC
	1	0.010	0.42	0.32	0.40	0.05	0.05	GC

Note

1. The above list is based on Engineering Design, however shipment shall be as per actual dimensions. The cargo volume / Gross Weight of the cargo may undergo change by +/-10%. Payment will be made on actual FRT i.e. volume / Gross Weight (whichever is higher) of the cargo shipped
2. Heavy Lifts are in naked Conditions.
3. ODC's will have a tarpaulin Cover.
4. General Cargo is just in wooden box.
5. Stacking instructions: In general, it is possible to load 700 Kg per square meter but the upper box may not be heavier than lower box.
6. Tilt ability of package: All Packages are not tiltable.
7. Heavy lift (H/L) and ODC package is non-Stackable and is to be discharged on Barge/Trailer arranged by BHEL Contractor at discharge port.
8. Type of package: Is as provided in the enclosed packing list.
9. UN classification code no. for Hazardous package cargo/Dangerous goods (DG) is provided in the enclosed master packing list.
10. Some cargo of the packing list is of Hazardous (HAZMAT) nature.
11. IP turbine of LOT 1 may be shifted to Lot 2 however the same may be confirmed from M/s Siemens before booking vessel.

Load Port: Rotterdam / Antwerp

Discharge Port: Mongla Bangladesh

The scope of work includes:

The entire cargo has to be shipped as Break Bulk cargo (under deck) in two lots from *Rotterdam / Antwerp Seaport* to Mongla (Discharge port). The contractor is required to go through the scope of work as detailed below. The cargo is likely to be ready by 3rd week of June 2019 for 1st LOT and by 7th Sep 2019 for 2nd Lot.

Scope of Works covers as follows:

- 1) The contractor / his Load Port agent should establish contact with Supplier / his agent and confirm the nature, volume and status availability of cargo by close interaction with the supplier before booking space in the vessel to avoid any instances of "Dead Freight".
- 2) When cargo is ready the supplier needs 21 days' time for handing over of packages to BHEL's forwarder at Load Port (i.e. transportation time between Siemens works to loading port at Germany).
- 3) On confirmation of vessel arrangement from the contractor /Freight Forwarder/his agent, cargo will be moved to the Rotterdam/Antwerp Port by our supplier i.e M/s Siemens. The contractor should give at least 21 days' notice to supplier/his agent to enable them deliver the cargo on FOB terms at the load Port to match the vessel nominated by the contractor. *(This is to ensure cargo is available at load Port before vessel arrival to avoid situations of "DEAD FREIGHT". The contractor has to suitably coordinate with supplier/his agent to ensure the same).* BHEL under no circumstances will pay Dead Freight.

- 4) It is the responsibility of the Bidder to ensure that the vessel used complies with all the necessary national / international / insurance /safety regulations and its age **is less than 25 years**. The vessel 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 Load port/ 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-gear**ed vessels arranged should be eligible to call at Bangladesh Ports (the vessels used must comply with the local rules / regulations and is able to berth as per draft available at Mongla port). The vessel to be arranged on Full Liner in – Full Liner out basis.
- 5) Vessel should be suitable to discharge the cargo by its own gear. The single gear capacity should be minimum 500MT, or combined 350x2 so as to safely discharge the maximum weight of cargo in the lot.
- 6) Tandem lift should be avoided.
- 7) The lay can of the vessel should be within the 15 days of supplier's/BHEL intimation of cargo readiness. However, the contractor / his load port associate must ensure close co-ordination with Siemens and ensure the nature, volume and availability of the cargo and place vessel accordingly to avoid situations of "DEAD FREIGHT").
- 8) As soon as the notice of readiness of cargo is given by M/s Siemens the same has to be forwarded to BHEL.
- 9) Any Storage charges arise out of improper coordination between supplier and forwarder will have to be borne by forwarder/bidder.
- 10) In case of shallow draft at discharge port, midstream discharge may be done. However, in case of difficulties in midstream/anchorage discharge due to safety reason, the vessel has to berth at Mongla port and discharges on Barge at port alongside. Any detention to vessel should be avoided and if incurred, will be borne by bidder. The decision of BHEL shall be final for type of discharge i.e midstream/ anchorage or after vessel berthing at Mongla port and no additional charges shall be payable if midstream /anchorage discharge is not feasible. Vessel should have to wait till suitable condition are there as far as draft and tidal conditions prevailing at Mongla port for unloading on barges either at port or midstream.
- 11) As soon as Vessel sailed from Load port, the contractor should give advance notice to cargo receiver.
- 12) The bidder needs to ensure safe discharge of Heavy Lift cargo with non-heavy lift package directly on port/ Flat barge at Discharge Port arranged by the Cargo receiver.
- 13) It will be bidders responsibility to safely discharge the heavy lifts on Flat barge and ensure the relevant type of barge with relevant Hydraulic stools/beams/hook off crew/ equipment's including choking/lashing arrangements etc. are in place before unloading the heavy lifts from the vessel for placement on Barge provided by cargo receiver.
- 14) *Daily status of events/milestones have to given by bidder to BHEL ROD office from the day of notice of readiness till discharge of cargo.*
- 15) It will be responsibility of contractor to get the required permission for hazardous cargo in co-ordination with supplier.
- 16) Use of Shore cranes is not permitted.
- 17) Contractor to ensure that there is no pilferage of cargo being transported in loose/packed condition.
- 18) Contractor shall arrange for receipt and acceptance of cargo on board the nominated vessel at load port (*Cargo will be delivered FOB by supplier/his agent.*)

- 19) Arrange/coordinate for insurance survey at the time of loading at load port, unloading at discharge port and arrange to 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. Contractor 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. Surveyor will attend 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 by the contractor.
- 20) Draft BL has to be forwarded to BHEL in 5 days in advance of vessel arrival at load port for approval. Contractor to ensure the each invoices & packing list corresponds to each BBU (i.e. each BBU will have separate invoice/packing list)
- 21) All the cargo in this consignment is to be shipped under deck only. Over deck stacking and shipping is strictly prohibited. Transshipment of cargo is prohibited.
- 22) These packages will have to be discharged on the wharf/Trucks/Barge arranged by contractor/BHEL at Discharge Port. The payment will be made according to actual freight ton freighted (imported)
- 23) Safe Discharge of Heavy Lift Cargo and non-heavy lift cargo including hazardous cargo at discharge port on to Barges / Trucks / Trailers. (*Barges/ Trucks/Trailers will be arranged by the Contractor/BHEL*).
- 24) Stevedoring charges if any at both the Load and Discharge Port shall be on Contractor's account.
- 25) All unloading activities at discharge port shall be in day time only.
- 26) Payment will be made only on the actual volume / Gross weight of the cargo shipped (Conversion factor 1 CBM = 1 Freight Ton). The contractor will have to coordinate with BHEL transporter for correct and exact movement of Trailer/Barges to match Vessel arrival at discharge Port. It will be responsibility of the contractor to arrange for the loading of cargo at discharge port on Trailers/Barges arranged by BHEL Contractor/Agent at discharge port.
- 27) All taxes, charges and dues of vessel if any during execution of this contract shall be on Contractor's account both in load port and in the discharge port.
- 28) Contractor will be responsible for obtaining DO. The contractor shall arrange to issue examination D.O. as and when required without OBL, without any extra cost to BHEL.
- 29) Contractor will follow all local laws / acts / rules prevailing in Transit while transporting the cargo without any liability to BHEL and indemnify BHEL from any mishap / claims while undertaking the work.
- 30) In case of any congestion at discharge port, the contractor shall do all necessary work for vessel berthing, if required, at discharge port. BHEL shall not be responsible for any vessel idling/detention charges due to delay in berthing including:
 - a. Delay in allocation of berth at discharge port.
 - b. Delay in berthing for the want of arrangement of requisite Trucks/Trailers/Barges for direct delivery from the vessel.
 - c. Delay of want of documents from consignee
- 31) No vessel detention shall be payable in any case including delay in vessel berthing or delay in discharge of cargo because of swell/tide/draft conditions/port congestion/delay in placement of barges/trailers because of non-coordination at discharge port.
- 32) The contractor shall furnish the following:-
 - a. The final packing list received from supplier for shipment to be immediately forwarded to BHEL in advance.

- b. Draft BL to be forwarded to BHEL in advance for confirmation. A scanned copy of B/L to be sent to BHEL.
 - c. Cargo arrival notice along with ETA of the vessel to be communicated in advance at both at load port and discharge port.
 - d. The contractor shall furnish Prior IGM filed with Indian customs at least 2 days ahead of vessel arrival at discharge port.
- 33) Hook-on/Hook-off at Discharging Port shall be to the Contractor's account. Loading and discharging of the Cargo at discharge Port including Stevedoring Operations shall be the responsibility of the Contractor's.
- 34) For discharges of cargo at Barges at discharge port, contractor to ensure that after discharge of the first package/unit on barge, second packages to be discharged only after first is lashed/secured on barges.
- 35) The contractor shall keep contact with cargo receiver for direct delivery or delivery to ensure that vessel is not detained at the discharge port. No vessel detention charges are payable at the discharge port by BHEL in case of any delay for receipt of materials by consignee. Simultaneously the contractor shall keep contact with cargo receiver for timely placement of Barges for receiving of cargo. If any delay in vessel arrival at discharge port, the contractor shall intimate BHEL/BHEL agent/ cargo receiver at discharge port. Any Barge/Tug detention incurred because of delay in vessel that has not been communicated to BHEL/BHEL agent at discharge port shall be recovered from Freight payment from contractor.
- 36) Any vessel waiting time cost for tide settlement will in the scope of bidder.
- 37) Contractor shall have to arrange all permissions from all concerned agency applicable for berthing of vessel, under hook deliveries.
- 38) Arrange technically suitable vessel/s with adequate gear capacity to suit type of cargo for the cargo defined in the lot. Freight is inclusive of all activities as per below.
 - a. To be on Full Liner in - Full Liner out basis.
 - b. Any or all leviable GRI/RRI, congestion charges.
 - c. All insurance costs covering risk of operations undertaken (Cargo / goods will be insured by BHEL or consignee)
 - d. No hook on/hook off charges at load port as well as discharge port shall be payable by BHEL/BHEL's supplier/BHEL Agent at discharge port
 - e. All charges i.e. Stevedoring/crew and any other port charges due on vessel shall be to your account.
 - f. Shipments to be made under deck only.
 - g. Vessel arrival to suit to availability of Cargo as indicated.
- 39) Vessel should meet all necessary insurance regulations and covered with the insurance clauses and duly certified by any of the recognized certifying agencies. Vessel shall have all the requisite certifications for berthing at both the ports without any liability to BHEL. No delay on this account will be permitted.
- 40) Insurance up to port shall be arranged by BHEL. However the Contractor to ensure:
 - a. Lodging of first information to the underwriters and the other parties to protect BHEL's claim as required.
 - b. Immediate forwarding of information as required enabling us for lodging the claim with the Underwriters.
 - c. Coordinate with the Insurance Company for survey etc.
- 41) Customs clearance at discharge port is in the scope of Cargo Receiver at discharge port.

SECTION II

INSTRUCTIONS TO BIDDERS

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

7. The offers shall include.

a. Techno Commercial Cum PQR Bid (Part 1)

- i. The techno commercial bid is to be filled and submitted/or uploaded in excel sheet/Templet online on E-Tendering Portal of BHEL at web address <https://bhel.abcpocure.com> on or before due date and time. Hard copies of techno commercial offers shall not be accepted for evaluation.
- ii. Payment of **EMD of Rs. 760000/-** shall be preferably done through RTGS/NEFT mode in following bank account before due date & Time of opening of tender. However bidders are advised to process payments one day prior to due date and time of opening of tender to avoid last minute rush.(UTR details shall be furnished vide email and uploaded on E-procurement portal before opening of tender.

b. Name : BHARAT HEAVY ELECTRICALS LTD ; BANK : CITIBANK, FORT BRANCH

c. ACCOUNT NO : 0008279012

d. IFSC CODE : CITI0100000

e. MICR CODE : 400037002

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

b. Price Bid/Reverse Auction (Part 2)

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

Fax offers will be rejected.

8. **Evaluation Criteria:** The offers will be evaluated on the basis of the total price basis (Price Bid). The order will be finalized on one party only. Exchange rate for evaluation purpose shall be as per date of opening of Technical Bid.

Section III

SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – IV.
- (2) Draft BL has to be approved by BHEL. BL has to be clean and mentioned 'FREIGHT PREPAID' and "**SHIPPED ON BOARD**".
- (3) **Payments terms:** 100 % Shipment Freight shall be paid within 30 days of submission of following documents after discharge of cargo at discharge port.

Following documents shall be required along with freight bill:-

- a) Three Originals of Freight Pre Paid B/L along with requisite no of Non negotiable copies.
 - b) Notice to M/s Siemens about vessel finalization
 - c) Freight Invoice (Original + 2 Copies).
 - d) Copy of Cargo Arrival Notice given to the consignee/ or email correspondences with consignee.
 - e) Compliance certificate from shipping company / agent confirming compliance of requirement of ship as mentioned in detail scope of work.
- (4) Two consecutive delays, for reasons of delay attributed to the Contractor, in execution of the contracts where delay occurred is such that
- a) Prescribed maximum transit time limit of the contract is reached/exceeded
 - b) Delay period has equaled/exceeded the original transit time period specified in the contracts Whichever among the above is earlier may result in the Contractor being put on hold for future enquiries.
- (5) **Transit Period:**
- a. For placement of vessel: The contractor has to place vessel within 21 days after LOI/ or readiness of cargo from Siemens/ or BHEL intimation for placement of vessel whichever is later.
 - b. Vessel transit time: 35 days will start from vessel sailing date and end on berthing of ship at discharge port.
 - c. Total permitted transit time shall be 56 days. Transit time shall start from next day of LOI/ or readiness of cargo from Siemens/ or BHEL intimation for placement of vessel whichever is later. For delay beyond the total transit time of 56 Days the transit penalty shall be 5% per week Prorata, limited to a maximum of 10% of the total freight amount for that particular lot.
- (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"

SECTION IV

GENERAL TERMS AND CONDITIONS

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

- 1.1 "COMPANY" shall mean Bharat Heavy Electricals Limited, in short BHEL, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- 1.2 "CONTRACTOR" shall mean the individual, or firm or Company or LLP who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" or "FREIGHT FORWARDER" OR " OPERATOR" or "Successful Bidder" where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Discharge Port or Project store or any other place/location, as specified in the contract, at which the Cargo/ equipment are to be delivered and services are to be performed as per the specifications prescribed in the contract
- 1.4 The "CONTRACT" or "CONTRACT DOCUMENT" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Company and the Contractor together with the documents referred to therein including the work order, LOA, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed 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 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Bidder / Bidder.
- 1.13 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.
- 1.14 LOT: Supplies which are shipped on single voyage of each vessel arranged by bidder/ supplier.
- 1.15 PROJECT CARGO: Shall mean any cargo comprising of equipment, fabricated items, and components of the manufactured equipment / system of: Mechanical, Electrical, Instrumentation & Control, Electronics, Metal structures / pipes, Large/ Heavy Engineering machinery, transformer oil, Resins, insulation material , hardeners etc or a mix thereof, Items used in power plants, transported as a containerized shipment and breakbulk shipment during the course of national or international transportation or exportation-importation.
- 1.16 SITE: Project Rampal Site.
- 1.17 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 LOA and shall proceed with the same with due expedition without delay. If the Bidder fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regards.

4.0 DISCREPANCY AND CONTRADICTION

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

5.0 ARRANGEMENT OF SHIP//TRUCK/TRAILOR/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 LOA/Work order/Contract without delay. If the Bidder fails to do the same as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 5.2 Before arrival of the 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 CARRIER :

- 6.1 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.
- 6.2 In case of non-availability of vehicles to receive cargo directly from Vessel on its arrival at port, the detention charges of stoppage of vessel at port will have to be borne by the bidder.
- 6.3 For unloading of cargoes on to wharf, the availability of Hydraulic axles is essentially required at the time of arrival of vessel. Due to non-availability of required trailers/tools & equipments the trucking & terminal handling charges will be to bidder's accounts

7.0 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 bidder.
- 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 other than that on cargo at any stage during the execution including extension of contract, if any, shall have to be borne by the bidder. Quoted/accepted rates/ price shall be inclusive of all such requirements.

9.0 RISK PURCHASE:

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

10.0 OBSERVANCE OF LOCAL LAWS :

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

11.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- 11.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Bidder and his workmen without exception. The Bidder shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 11.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to property. If the bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, bidder shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
- 11.3 The Bidder shall insure his workmen against all accidents and the policy shall be presented to BHEL on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person during

execution of the contract due to lapses by the bidder, the victim and/or his/her dependents shall be compensated by the bidder as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on bidder and recover the same from payments due to the bidder for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the bidder for presenting his case. 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, land slides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Bidder has no control.
- 13.2 If the Bidder suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the Bidder to BHEL within 14 days from the date of occurrence thereof.
- 13.3 The Bidder by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 13.4 Force Majeure conditions will apply on both sides.

14.0 PREVENTION OF CORRUPTION:

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

15.0 SETTLEMENT OF DISPUTE

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

16.0 ARBITRATION

- 16.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.
- 16.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 16.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Delhi.
- 16.4 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 16.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- 16.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.
- 16.7 **In case of contract with Public Sector Enterprise (PSE) or a Government Department** : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special

secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

17.0 LAWS GOVERNING THE CONTRACT:

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

18.0 SHORT – LANDED OR DAMAGED GOODS.

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

19.0 REQUIREMENTS OF PERFORMANCE.

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

20.0 INDEMNITY:

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

21.0 SECURITY DEPOSIT

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

22.0 EARNEST MONEY DEPOSIT:

- 22.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :
Electronic Fund Transfer credited in BHEL account (before tender opening) in Below bank account of BHEL
Name: BHARAT HEAVY ELECTRICALS LTD BANK: CITIBANK, FORT BRANCH
ACCOUNT NO: 0008279012 IFSC CODE: CITI0100000 MICR CODE: 400037002
- 22.2 EMD of the Bidder will be forfeited if:
- 22.3 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 22.4 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract
- 22.5 If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited

- 22.6 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.
- 22.7 EMD of successful bidder will be adjusted towards part of the security deposit.
- 22.8 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.
- 22.9 EMD shall not carry any interest.
- 22.10 In case total EMD amount is more than Rs.2 Lakh, the amount in excess of Rs. 2.0 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

23.0 DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

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

24.0 REVERSE AUCTION:

- 24.1 BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- 24.2 Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the *tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com)*.
- 24.3 The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope Sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**
- 24.4 If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com)."

25.0 BHEL FRAUD PREVENTION POLICY:

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

26.0 CANCELLATION OF THE CONTRACT:

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

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

- 27.1 Commitment by BHEL:

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

- 27.2 Commitment by Bidder/ Supplier/ contractor:

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

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

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

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

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

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

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

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

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

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

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyog Aadhar No along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders.

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

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

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

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

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

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

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

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

For MSE vendors getting award-

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

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

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

29.0 LICENSE/ PERMISSION/ REGISTRATION:

- 29.1 Wherever any Licence /Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such Licence/ Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The Bidder shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the Bidder. 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 **(3)Three months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 30.2 No claim in respect of under payment to the Bidder shall be considered valid or entertained unless a claim in writing is made thereof within **(3) Three months** from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 30.3 However, in case of any specific issue over which the Bidder had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the Bidder.

31.0 E- PROCUREMENT:

- 31.1 This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform website as given in the General Information table.
- 31.2 Neither the Organization (Bharat Heavy Electricals Ltd.) nor the e_procurement service provider(as given General Information table) 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 A Pre-bid meeting to provide clarification to the bidders will be held at venue on date and time specified in the General Information page of the tender document. The bidders are required to furnish in writing their queries (both technical and commercial) before the stipulated date of pre bid meeting. A duly signed soft copy of queries be sent as per the format in Annexure-3 by email. Queries/clarification/ information sought in any other manner shall not be responded to. The response to tender Queries/clarification/ information will be sent to all bidders. Any modification of the bidding document, which may become necessary as a result of pre-bid meeting, will be sent to all bidders. During the pre-bid meeting, the bidder along with

associate(s) shall take part in the discussions to ensure that all tender requirements are clearly understood by all stake holders.

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 balance volume cargo and arrival of vessel / likely being planned.
- 35.2 Bidder will be responsible to follow up with BHEL MUs/BHEL vendors for cargo arrival schedule provided 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 list with MUs codes 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.

37.0 STACKING AND TILTABILITY OF CARGO/PACKAGES :

- 37.1 The cargo should be stacked as per usual shipping standard practices. However if any specific stacking information required the same can be given by MUs.
- 37.2 Definition of General cargo and Over Dimension cargo is given in General terms and condition of the contract.

SECTION -V

TECHNO- COMMERCIAL CUM PQR BID (RE/MUM/EXP/ES-1907)

Sn	Technical and Pre-Qualification Requirements	Remarks /Documents Required for Qualification
1.	<p>EARNEST MONEY DEPOSIT Rs. 760000/- : The Bidders, should submit EMD in as suggested in General Terms and conditions. EMD is interest free as per tender conditions. Offers without EMD shall not be considered. The EMD will be refunded to the unsuccessful bidders.</p> <p><u>A/C details :</u> Name : BHARAT HEAVY ELECTRICALS LTD BANK : CITIBANK, FORT BRANCH, ACCOUNT NO : 0008279012 IFSC CODE : CITI0100000, MICR CODE : 400037002</p> <p>UTR details shall be furnished vide email and intimated through E-mail before opening of tender.</p> <p>(Bidders may submit EFT details for minimum Rs.2 Lakhs along with BG of balance value (strictly as per format given) for balance amount, if applicable to be uploaded on E-portal). Original BG to be submitted to BHEL office before due date and time)</p>	(Details of the EMD to be provided here)
2.	Bidder must have Income Tax Permanent Account Number (PAN) and Goods & Service Tax Identification number (GSTIN) duly issued by respective tax authorities in India.	Self-certified Copy of PAN and GST Registration certificate.
3.	<p>Bidder must have an average annual Financial turnover not less than INR 1.2 Cr for the last 3 Financial years (Turnover means NET sales appearing in Balance sheet & PL Statement/CA certificate and does not covers custom duty)</p> <p>Last 3 FY shall be read as FY 2016-2017, 2017-2018 & 2018-2019. Bidders whom audit for FY 2018-2019 is not completed may submit the details for FY 2015-16, 2016-17, 2017-18. However in such cases certificate from auditor required that audit is not completed on the date of publication of NIT.</p>	CA certificate with Audited balance sheets & PL Statement.
4.	Bidder must be a registered with DG Shipping.	Self-certified copy of valid certificate from DG of Shipping, India
5.	<p>Bidder must submit experience of having successfully executed “ Break Bulk Ocean Freight Contract for Export or Import ” in the last 7 years (ending last day of month previous to the one in which the tender is floated) as under</p> <p>(a) Three contract of value not less than INR 1.5 Cr each or Equivalent or (b) Two contract of value not less than INR 2 Cr each Or (c) One contract of value not less than INR 3 Cr</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Break Bulk Ocean Freight does not include Barging/Coastal Movement etc.) 2. The bidders must ensure that their customer must verify or confirm BHEL over mail about contract execution and BHEL reserves the right to reject the bid if confirmation is not received from Bidder's customer. 3. Contract copy/Work order submitted by bidder must have order value/contract value/or Ceiling value in case of item rate contract and further such contract should be supported by completion/Execution certificate from customer with executed value mentioned on it. Open ended rate contract/Item rate contract without contract value shall not be considered for evaluation purpose. 4. BHEL reserves the right to seek additional documents to establish and proof the 	Self-certified Photocopy of contract(s) on bidder name along with satisfactory completion/Execution certificate from customer in respect of these Contracts. Details of the customer with email and office address are also required for verification.

	executed value like Invoice copy, Payment details, Tax details etc.	
6.	The Bidder should not have been banned/Suspended for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank as on date of publication of NIT.	A self-certification should be submitted by the bidder indicating compliances.
7.	Bidders whose performance is evaluated as “not satisfactory” by BHEL in any Ocean freight contract of BHEL in last 1 year /or Bidders on which risk purchase has been done in last 1 year by BHEL/ Or Bidders on which Show cause notice has been issued under suspension of business dealings and matter is still pending, shall not be considered for evaluation and their bids will be rejected.	Agreed
8.	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	A self-certification should be submitted by the bidder indicating compliances
9.	General Information of the bidder as per annexure I	Details On letter head to be uploaded
10.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped on each page is to be uploaded on E-procurement portal.	To be Uploaded
11.	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be uploaded on E-procurement portal.	On letter head to be Uploaded
12.	Transit Time: in no. of Days: As per special conditions	Agreed
13.	Transit penalty As per special conditions	Agreed
14.	PAYMENT TERMS: As Specified in the General terms and conditions	Agreed
15.	ARBITRATION As Specified in General Terms & Conditions.	Agreed
16.	FORCE MAJEURE As specified in the General Terms & Conditions.	Agreed
17.	ADDITIONALWAR RISK INSURANCE: In the event of war or war like situation, additional war risk premium if any as per notification of the Lloyd’s surveyor/Insurance additional insurance premium paid receipt for war risk, pro rata, insurance for Hull machinery for the BHEL cargo may be considered for payment.	Agreed
18.	CANCELLATION OF THE CONTRACT: As per General Terms and condition	Agreed
19.	TAXES: All taxes on freight, insurance and other dues of the vessel and trailers shall be to the Contractor’s A/c. The Contractor shall be responsible for payment of any Sales, Service, Income Tax or any other form of Tax leviable not envisaged in the tender on transportation activity carried out in discharge country being main/sub-contractor of BHEL. Only GST is payable as per actuals	Agreed
20.	VALIDITY: The contract shall be valid till delivery of cargo covered under this contract	Agreed
21.	GOVT.RULES & REGULATIONS: CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licences, and permits for operation in India / transit country / discharge countries. It is obligatory for CONTRACTOR to comply with regulating requirements in discharge port countries are fully met before award of the contract.	Agreed
22.	LIFTING BEAMS & ACCESSORIES: Contractor to arrange for lifting beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading and transshipment of the cargo both in India and overseas.	Agreed

23.	<u>RISK PURCHASE</u> As Specified in General Terms & Conditions.	Agreed
24.	RA terms and condition: As per general terms and condition.	Agreed

SECTION –VI

PRICE BID: (RE/MUM/EXP/ES-1907)

Sl. No.	Description	Currency	Qty FRT	Unit Rate	Total Price
(1)	(2)	(3)	(4)	(5)	(6) = (4)X(5)
A	Turbine Packages From <i>Rotterdam / Antwerp Seaport</i>) To Mongla Seaport Bangladesh (including discharging in outer anchorage of Mongla port) as per scope of work (FULL LINER IN & FULL LINER OUT for LOT 1	USD	1636	<i>Rate per FRT</i>	
B	Generator Packages & Turbine Packages From <i>Rotterdam / Antwerp Seaport</i>) To Mongla Seaport Bangladesh (including discharging in outer anchorage) as per scope of work (FULL LINER IN & FULL LINER OUT) for LOT 2	USD	642	<i>Rate per FRT</i>	
Total (A+B)					

Note:

- (i) Offer should be strictly in the above format.
- (ii) No additional charges will be paid.
- (iii) No additional payment (GRI/RRI etc) on any account shall be considered for payment.
- (iv) **The dimensions and weight are on design calculations and may undergo change by +/-10%. Payment of Freight shall be as per the actual FRT shipped.**
- (v) The price should be inclusive of War risk insurance premium.
- (vi) All taxes for operations in India and abroad are inclusive except GST. GST shall be paid as per provisions.
- (vii) Contractors Invoice shall indicate BHEL GSTIN no.: **27AAACB4146P1ZF**.
- (viii) Invoice having incorrect GSTIN no will have to be rectified by contractor. Financial liability if any for incorrect GSTIN no will be borne by contractor.
- (ix) The shipment is required to be done in two lots however in any case the shipment is combined in single lot, the bidder has to give 10% discount on overall freight i.e 10% discount on **Total (A+B)**

SIGNATURE AND SEAL OF BIDDER

SECTION –VII

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

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

Sub : Your Tender no RE/MUM/EXP/ES-1907

Dear Sir,

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

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

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

In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.

Thanking you,

Yours faithfully,

Name/Signature of the signatory.
Stamp.

Annexure I

GENERAL INFORMATION OF THE BIDDER

Sl. No.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Mobile NO. of Contact Person	
5	Land Line No.	
6	E-mail ID of the Party	
7	FAX No.	
8	PAN No.	
10	GST No.	
11	Bank Account NEFT details	
12	Details of Authorized signatory	
13	Nature of company	
14	Details of Directors	

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

Bank Guarantee No.....

Date.....

To

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

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender

No.....1(Tender Conditions), M/s. having its registered office at2 (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....3 invited by4.(name of the BHEL Unit) through its Unit at(

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

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

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

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

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

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

We Bank further agree that the BHEL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the BHEL against the said Tenderer and we shall not

be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the BHEL or any indulgence by the BHEL to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

For and on behalf of
(Name of the Bank)

Date.....

Place of Issue.....

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

Notes:

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

The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/ Bank issuing the guarantee.