



To
Ms-----

Dear Sir/Madams

Sub: Sea Import of HP, IP, LP Turbines and Generator Packages for Udangudi (2 X 660 MW) Project in Break Bulk shipment from Rotterdam/Antwerp to Tuticorin port India.

BHEL invites tender for Sea Import of HP, IP, LP Turbine and Generator Packages for Udangudi (2 X 660 MW) Project in Break Bulk shipment from Rotterdam/Antwerp to Tuticorin port India. The bidders are requested to submit their most competitive offers complete in all respects without any deviation. The offers shall remain valid for Two month for acceptance from the due date of tender. The technical offer should comply with all the tender requirement. The offer with any deviation will be rejected and the financial offer of the bidder will not be opened.

The tender will be conducted and evaluated online through 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 offers or hard copy is accepted. Bidders are requested to quote their most competitive price in through the online e-procurement portal/system

Bidders must submit their bids in e-procurement portal by 14.00 hrs 02.11.2020. 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 respects. Techno Commercial offer will be opened through e-procurement portal on 02.11.2020 at 14.30 Hrs. The price bid of technically qualified bidders shall be opened after due intimation.

Thanking you

**Sea Import of Turbines and Generator Packages for Udangudi
(2 X 660 MW) Project in Break Bulk shipment from
Rotterdam/Antwerp to Tuticorin port India.**

TENDER NO.: RE/CHE/IMP/I-2008, DT.12.10.2020



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

LAST DATE OF SUBMISSION

**: 02.11.2020
: 14.00Hrs**

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GENERAL INFORMATION

BHEL intends to appoint Sea Consolidation Contractor for Sea Import of Turbine and Generator Packages for Udangudi (2 X 660 MW) Project in Break Bulk shipment from Rotterdam/Antwerp to Tuticorin port India.

The cargo will be delivered at Rotterdam/Antwerp Port by Shipper M/s SIEMENS AG, FREYESLEBENSTRASSE 1, 91058, ERLANGEN, GERMANY (Mr Dirk Sokull, Siemens AG, Germany, +49 (208) 456-8818 dirk.sokull@siemens.com).

Detailed specifications and scope are covered in Section -I

Names addresses of the Contact Persons for this tender are:

Sl. No.	Name and Address	Phone Nos. & Email
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2.	BHARAT HEAVY ELECTRICALS LTD., Regional Operations Division, Material Services, 11, TEK towers, 4 th Floor, Thoriapakkam, Chennai 600097. Tamil Nadu. India.	
3.	Mr Dirk Sokull, Siemens AG, Germany M/s SIEMENS AG, FREYESLEBENSTRASSE 1, 91058, ERLANGEN, GERMANY	Ph +49 (208) 456-8818 dirk.sokull@siemens.com

SECTION – I

SCOPE OF WORK

Details of Cargo:

Item /Package Description	FOB date (at Loading Port : Rotterdam or Antwerp Seaport) as on date
Turbine Packages	Last week of November
Generator Packages	Last week of November
Hazardous Materials	Last week of November

Detailed packing list is enclosed.

Load Port: Rotterdam/Antwerp, Netherlands/Belgium

Discharge / Destination Port: Tuticorin, India

Terms: FOB Rotterdam/Antwerp

Scope of Work

1. Ocean Freight of Cargo as per readiness from FOB Rotterdam / Antwerp Port to Tuticorin Port/India
2. Customs Clearance of Materials at Tuticorin Port
3. Terminal Handling of Materials at Rotterdam/Antwerp and Tuticorin, India
4. Trucking and Handling of cargo (Optional): This activity is optional. If BHEL fails to take under hook delivery of the packages, contractor must make necessary arrangement for receiving the cargo under hook and unloading the packages at nominated storage area. Re-loading the packages on BHEL vehicles from storage area will be the responsibility of Contractor. Heavy lift packages more than 100 MT must be placed on stool at storage area. No separate charges will be payable for Stools used.

Vessel details to be informed to Siemens (supplier) by the Forwarder at least 21 days prior to the arrival of such vessel.

Notes for Detailed Scope of Works

Details of Work:

1. To contact the Supplier and collect cargo from them at Port.
2. Ensure that the cargo / contents are securely packed and fit for sea freight.
3. Sea freighting of cargo as per incoterms.
4. Vessel should have self-gear to handle the cargo at Load and Discharge ports.
5. Safe discharge of cargo at destination seaport including terminal handling
6. Making arrangement for receiving cargo (below 100 MT pkgs each) from vessel, intercarting, unloading at wharf. All packages weighing above 100 MT each shall be taken directly from vessel hook onto trailer placed by BHEL.
7. Customs clearance of materials at discharge port
8. Reloading of packages onto trailers placed by BHEL for dispatch to site
9. All handling equipment for loading & unloading to be arranged.
10. Round the clock security of cargo. 2 security guards to be arranged, once Customs clearance is completed, for cargo stored at Port till 100% cargo dispatch is completed.

Notes for Detailed Scope of Works

1. The above information is based on Engineering design; however the same may vary for actual consignment.

The payment of Freight / Handling charges will be made at actuals as per the weight / CBM (whichever is higher) mentioned in the final packing List issued by supplier.

The final packing list may vary at time of shipment and the payment will be made at actual freight ton being imported.

(Conversion factor Ocean freight:- 1CBM=1 MT(freight ton).

For entire cargo the payment will be made as per the freight ton shipped

The Contractor / Contractor's load Port associates must find out the actual weight / volume of the cargo by close interaction with the supplier before booking space in the vessel to avoid any instances of "DEAD FREIGHT", Payment will be made only on the actual volume / Gross weight of the cargo shipped (Conversion factor 1 CBM = 1 Freight Ton). These packages will have to be discharged on the wharf or on Trucks arranged by contractor/BHEL at Discharge Port. The payment Cargo will be made according to actual freight ton freighted (imported)

Stacking instructions: Non stackable

Tiltability of package: All Packages are not tiltable.

The contractor / his Load Port agent should establish contact with Supplier / his agent to confirm the nature, volume and status availability of cargo. Cargo is ready and supplier needs 21 days time for handing over of packages to BHEL's forwarder at Load Port.

On confirmation of vessel arrangement from the contractor /Freight Forwarder/his agent, cargo will be moved to Port by our supplier. 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 will not pay DEAD Freight / vessel detention/ hook idle/ port storage at load port under any circumstances.

The contractor has to nominate the vessel & terminal within 3 days of readiness of the cargo.

The lay can of the vessel should be within the 24 days of shipper's intimation.

However the contractor / his load port associate must ensure close co-ordination with supplier and ensure the nature, volume and availability of the cargo and place vessel accordingly to avoid situations of "DEAD FREIGHT".

Any Storage charges arise out of mis-coordination between supplier and forwarder will have to be borne by forwarder

1. Coordinate closely with the shipper/supplier (refer General Information for full address) to confirm the actual nature and volume of the cargo and its availability and then arrange suitable vessel.
2. Coordination with the shipper/supplier (refer General Information for full address) to ensure dispatch and delivery of cargo at the nominated port to match vessel sailing schedule.
3. Contractor has to ensure that Vessel should be suitable to load and discharge the cargo by its own gear. Use of Shore cranes is not permitted
4. Contractor to ensure that there is no pilferage of cargo being transported in loose/packed condition.
5. 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.)
6. **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.**
7. In case the surveyor is nominated by BHEL/BHEL underwriter, the 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.
8. Draft BL has to be forwarded to BHEL in 2 days in advance of vessel arrival at load port for approval. Final BL to be issued by Forwarder to Shipper only after getting confirmation on draft BL, and is to be handed over within 5 days of sailing of vessel. In-case of delay in handing over of OBL to shipper (due to reasons not attributable to BHEL / Shipper), per day penalty will be 1 % of total Contract value of Shipment. Maximum Penalty due to delay in handing over of OBL will be 10 % of total Contract value of the shipment. The penalty will start from 6th day of vessel sailing.

9. All the cargo in this consignment is to be shipped under deck only. On deck stacking and shipping is strictly prohibited. Transshipment of cargo is prohibited.
10. 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).
11. Stevedoring charges if any at both the Load and Discharge Port shall be on Contractor's account.
12. The contractor will have to co ordinate with BHEL transporter for correct and exact movement of Trailer 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 BHEL vehicle incase BHEL takes underhook delivery.
13. 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.
14. 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.
15. 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.
16. No additional heavy lift surcharge, or any other shipping line charge or any other charges at load port or destination port will be paid. Charges specified in the Price Bid will only be paid..
- 17. In case of any congestions at discharge port, the contractor shall do all necessary work for vessel berthing 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 for direct delivery from the vessel.**
18. 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 final 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 atleast 2 days ahead of vessel arrival at discharge port.
19. 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.
20. Trucking & Handling: of the cargo from under vessel hook to offloading at the Discharge Port nominated storage area. Payment for this Trucking and Handling will be made only if BHEL is unable to receive cargo under-hook of the vessel. BHEL will provide minimum 7 days intimation that the vehicle/s will be arranged under hook delivery by BHEL or other wise. **If BHEL does not take under hook delivery and cargo is offloaded**

at the Discharge port nominated storage area by contractor then it will be responsibility of the contractor to arrange for loading of the cargo from discharge port nominated storage area/ wharf on BHEL's vehicle whenever BHEL places the vehicle for dispatch to site/plant.

21. The contractor has to arrange for off-loading of cargo at storage area of discharge port if BHEL is unable to place vehicles for under-hook delivery of the vessel. In any case no vessel detention charges will be paid by BHEL.

22. The contractor shall keep contact with BHEL transporter 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.

23. Reimbursement of Wharfage and demurrage of cargo, if applicable at discharge port will be made by BHEL at actuals. It is Bidders responsibility to arrange proper invoice with correct GST no. of BHEL for the same. All port charges will be paid by contractor and claimed from BHEL.

24. Contractor shall have to arrange all permissions from all concerned agency applicable for berthing of vessel, under hook deliveries.

25. For cargo more than 100 MT per package, the package will be off loaded on stools in case BHEL does not provide vehicle for under hook delivery. **NO separate charges will be paid for stools.**

26. It will be responsibility of the contractor for safe discharge of all items at discharge port.

27. The nominated vessel should be such a vessel, the movement of which can be tracked online at all times during its undertaken voyage for the shipment.

28. Detailed Instructions, terms & conditions are covered in Section II, III & IV of this Tender document. Bidders are requested to carefully read these sections.

SECTION II

SPECIAL INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before filling up the response sheets and rate schedules. **The bidder while submitting the offer must specify the full details as required in Section V, TECHNICAL REQUIREMENTS.**
2. **Bidders are advised to go through the tender document fully before submitting their offers online on E-tendering portal <https://bhel.abcprocure.com>**
3. The offers shall include

1) Technical Bid (please read the following sections carefully)

The techno-commercial bid is to be filled and submitted /or uploaded in excel sheet online on E-tendering portal of BHEL at web address <https://bhel.abcprocure.com> latest by 02.11.2020, 14.00 Hrs. The techno commercial offers shall be opened on 02.11.2020@14.30 Hrs. Hard copies of Techno commercial offers shall not be accepted for evaluation.

2) Price Bid:

The price Bid is to be filled up and submitted /or uploaded in excel sheet through E-tendering system only. The price bid of technically qualified parties will be opened in E procurement after due intimation.

EVALUATION:

The offers (Technical Bids) will opened on 02.11.2020at 14.30 Hrs. **Techno Commercial bids will be evaluated first.**

All tenderers are advised to ensure that the technical offer is strictly in line with the tender requirements.

Only those **PRICE BIDS** of the bidders who have submitted fully compliant techno commercial offer as evaluated by BHEL shall be taken up for further evaluation.

For concluding freight contract, based on the availability of the cargo, prices offered by the tenderers will be evaluated on overall basis and award the contract who have offered overall lowest cost to BHEL.

Evaluation Criteria:

1. Offers of Parties meeting the techno commercial requirement will only be considered for evaluation.
2. For Tender evaluation, SBI TT Selling between Rs/ US\$ exchange rate will be taken as on the date of opening of the technical bid.
3. Reverse Auction will be conducted for this tender. The parties who are technically not qualified will not be allowed to participate in reverse auction.
4. Vendor must filled all the schedules and Price for each and every items. If the vendor fail to quote any of the items in Price Bid, he will be disqualified and his price bid will not be open or will not be allowed to participate in Reverse Auction.
5. Vendor must quote the price for terminal handling / trucking and handling including Stool charges. The party who does not quote the Price for trucking & handling including Price for stool charges will be disqualified.
6. After the completion of Reverse Auction, the final bidder (L1 Bidder) will have to provide Price Break up of the Final Auctioned Price on Pro-rata basis of the original Price Submitted.
7. BHEL Reserves right to Negotiate with L1 party.

General

Technical bids of offers received up to 14:00 Hrs. on 02.11.2020 will be opened at 14:30 Hrs. on the same day in the presence of tenderers or representatives who wish to be present.

After evaluation of the technical bids, price bids of technically qualified bidders will be opened in E procurement.

SECTION III

SPECIAL CONDITIONS

1. Bidders shall provide the details in the prescribed format under Section VI.
2. **Total transit time permitted is 40 days**
 - a) Contractor shall advise our supplier to move the cargo to load port within one week time from the date of award of work. Clear 21 days notice period is required by M/s Siemens for moving the cargo to load port
 - b) The nominated vessel shall be berthed at Load port within free time for loading of cargo. Transit time will be calculated from last day of free time or from the date of sailing of vessel whichever is later.
 - c) Ocean Carriage from Load Port to Discharge Port (**IGM final date**):40 days

The contractor has to nominate the vessel within 3 days of shipper's intimation. ÷

- BHEL reserves the right to invoke Risk Purchase clause 6.0 of Section IV without any notice to the contractor.
- The contractor / his load port associate must ensure close co-ordination with shipper and ensure the nature, volume and availability of the cargo and place vessel accordingly to avoid situations of "DEAD FREIGHT".

3. Vessel Qualification:

Cargo should be carried by mechanically self-propelled vessels of steel construction classed with classification society which is:

- i. a member or associate member of International Association of classification societies (ICAS) or

- ii. A national flag society as defined below , but only where vessel is engaged exclusively in coastal trading of that nation (including trading on an inter island route within an archipelago of which the nation forms part)
- iii. For the list of Current IACS Members and associate members refer to the IACS website at www.iacs.org.uk
- iv. The vessel being offered should be self-geared to handle the cargos identified at both load & discharge ports. It shall comply with all the relevant notifications of MINISTRY OF SURFACE TRANSPORT.

4. Age limitation of vessel:

It is the responsibility of the contractor to ensure that the vessel / vessels used for sea freighting complies with all the necessary national / international / insurance /safety regulations and its age is less than 25 years. The vessel / vessels used are certified for sea worthiness by Lloyds Register or Equivalent and should be with Institute of Marine Cargo 14 clauses 1 or A. (A shipping company certificate certifying this should be given with each BL).The contractor must submit a compliance certificate from shipping company / agent confirming compliance of these requirements for Bill of Lading.

5. National Flag society: A national flag society is a classification society, which is domiciled in the same country as the owner of the vessel in question, which must operate under the flag of that country.

6. 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.

7. Stevedoring charges if any at both the Load and Discharge Port shall be on Contractor's account.

8. If the shipment gets delayed beyond the stipulated transit time then penalty will be levied as under:

a) The penalty shall be 5 % of the Contract value (including taxes) per week of delay or part thereof subject to maximum of 10% of the Contract value for the shipment.

b) In-case of delay in handing over of OBL (due to no fault of BHEL), per day penalty will be 1 % of total price of shipment. Maximum Penalty due to delay in handing over of OBL will be 10 % of total price of shipment. The Contractor will provide every day update to BHEL via email for position of vessel once sailed from Rotterdam / Antwerp.

c) Total penalty will not be more than 20% of the contract value

9. In case of any variation in the actual weight of the cargo from the specified weight in the tender, pro-rata variation in the relevant freight price will be applicable.

10. The transit delay beyond the stipulated transit time (40 days as per clause 2 above) shall attract a penalty of 4% per week pro rata on the freight for the cargo subject to maximum 10% of the freight of that particular cargo. Such penalty shall be recovered while releasing the freight bills from the contractor.

11. The successful bidder will be required to provide the names and address of their offices or names and address of the offices of associates at the Discharge Port (Tuticorin port).

12. The Contractor will provide clear 7 days notice to BHEL before arrival of vessel at Tuticorin Port.

13. Supplier (consignor of goods) will move the cargo to load port as per schedule advised by the successful bidder. Any demurrage to cargo at load port incurred due to delay in placement of vessel/loading of cargo by successful bidder will be to his own account.

14. Final bill of Lading will be issued by Freight forwarder to M/s Siemens AG Germany after getting confirmation on Draft BL from them.

15. The details of expected vessel matching with our FOB date will be provided by freight forwarder in advance and final vessel will be booked only after getting written confirmation from BHEL Haridwar.

16. **Bill of Lading issued by Hanjin Shipping Company will not be accepted.**

PAYMENT TERMS

1. 100% payment of the of charges as per Price Bid in Indian Rupees will be made by BHEL, ROD, Chennai after adjustment of penalty, if any, after 30 working days of clearance of the shipment from Discharge Port. No separate Delivery Order (DO) charges shall be payable.
2. The charges for Terminal handling / Trucking and Handling will be paid after all the packages are loaded and dispatched on BHEL placed vehicles. (Payable only if BHEL does not take under hook delivery)
3. Vessel qualification, age and type certification should be submitted along with the bill as per Section III.

4. Delivery Order (DO) should be issued against submission of duly discharged Original Bill of Lading (issue of DO not to be linked to freight payment or any other issues).
5. The date of Exchange rate will be considered as date of landing of materials at discharge port for making freight payment. TT selling rate of SBI will be considered for exchange rate from USD to INR.
6. For payment of Freight, the weight / CBM (whichever is higher) mentioned in the final packing list will be considered. (Conversion factor Ocean freight:- 1CBM=1 MT (freight ton). For entire cargo the payment will be made as per the freight ton shipped.
7. Issue of DO not to be linked to freight payment/ Bank release Order (BRO)

The following documents to be submitted along with invoice

1. Final Packing list
2. BL copy
3. Exchange rate certificate
4. Vessel qualification/ age/class certificate
5. BHEL - Unit/ ROD /Shipper's intimation of readiness

Following Documents to be submitted along with Trucking and Handling Invoice

1. RDA copies
 2. Copy of Original LRs
- Contractor shall issue CAN immediately on filing of prior entry IGM by the Liner/ Carriers
 - TDS as applicable will be recovered from contractor's bill.
 - All the bills should be submitted in duplicate i.e. one original and one copy.
 - 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

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 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.

1.2 "CONTRACTOR" shall mean the individual, or Company 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" where the context so requires.

1.3 "CONTRACT " or " CONTRACT DOCUMENT" shall mean and include the agreement, LOI, the work order, 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, the Special Specifications (if any) and all correspondences.

1.4 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.

1.5 "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.

1.6 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

1.7 "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.

1.8 “VALIDITY OF THE CONTRACT” The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL.

1.9 “COMPLETION OF THE CONTRACT” The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

2.0 ISSUE OF NOTICE:

2.1 The Contractor shall furnish the name, designation and addresses of his authorized agents/associates at the Load Port and at discharge port, Tuticorin (India). All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent/representative.

3.0 COMMENCEMENT OF WORK:

3.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the contractor 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 regard.

4.0 INVOICES AND PAYMENTS

4.1 The Contractor 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.

4.2 Contractor shall submit freight bill including other charges along with supporting documents immediately after sailing of the vessel. All the Bills like Freight Bills, THC, etc must be in the name of BHEL, Trichy having GST No. as 33AAACB4146P2ZL. If invoice is not in the name of BHEL, Trichy, the GST will not be reimbursed contractor as BHEL will not be in a position to avail GST credit. Contractor should timely update output data in GST portal to enable BHEL to take input tax credit.

5.0 LICENSE/PERMISSION/REGISTRATION

Wherever any License/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 contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor 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 contractor 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 contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Contractor shall be entertained by BHEL for any breach of the provisions/Acts or laws by the contractor.

6.0 RISK PURCHASE :

1. BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.
2. If at any time during the currency of the contract, the contractor 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 contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the security deposit.
3. To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
4. The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving 3 days notice of their intention to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination
5. To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
6. In case of Risk Purchase is enforced, The contractor will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated Contractor to carry out the work further.

7.0 OBSERVANCE OF LOCAL LAWS :

7.1 The Contractor shall comply with all Laws, Statutory Rules, and Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.

7.2 The Contractor 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.

7.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

8.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

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

8.2 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

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

8.4 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.

9.0 INSURANCE:

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

9.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.

9.3 The Contractor 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.

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

All Original Bill of lading should be issued as per UCP 600.

Use of tramper/ tramp services/tramp vessel is prohibited.

10.0 Time Limit for Submission of Bills

10.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (4) four 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.

10.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four 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.

11.0 FORCE MAJEURE:

The following shall amount to force majeure conditions

11.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial

disturbances, lockouts and other similar causes / events over which the Contractor has no control.

11.2 If the Contractor 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 contractor to BHEL within 14 days from the date of occurrence thereof.

11.3 The Contractor 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 nonperformance 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.

11.4 Force Majeure conditions will apply on both sides.

12.0 ARBITRATION

12.1 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 BHEL.

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

12.3 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.

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

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

12.6 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.

12.7 The place of Arbitration will be CHENNAI

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.

13.0 LAWS GOVERNING THE CONTRACT:

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

14.0 INDEMNITY:

14.7 The Contractor shall indemnify and keep indemnified BHEL of 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.

15.0 Security Deposit:

Successful bidder shall submit 5% of the total contract value as security deposit within Three days of issue of LOA for the contract.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit

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

- i) Only Electronic Fund Transfer in favor of BHEL
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor 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)

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 Contractor or recovered from payment/s due to the Contractor.

The security deposit shall not carry any interest. (Note: Acceptance of Security Deposit against Sl. No. (iii) and (iv) 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 shall be released after three (3) months of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

16 **Earnest Money Deposit:** EMD of **Rs 511600** /- will have to be submitted along with the Techno commercial offer. Offer without EMD shall be rejected. The EMD Demand Draft shall be drawn in favor of **öBHARAT HEAVY ELECTRICALS LTD.ö**

If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited.

EMD of the Bidder will be forfeited if:

- After opening the tender, the Bidder revokes his tender within the validity period or increases his earlier quoted rate.
- The Bidder does not commence the work within the period as per LOI/ Contract. In Case the LOI/ Contract is silent in this regard then within 15 days after award of contract.

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

EMD of all unsuccessful bidders will be returned within 15 days of placement of LOI/Work Order on successful bidder.

EMD shall not carry any interest.

EMD can be remitted through RTGS and amount to be credited to BHEL account before Tender opening. Details of Account given below

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

Vendors to E mail Details to BHEL ROD Chennai on EMD payment made through RTGS

MSMED vendors are exempted from submission of EMD subject to submission of Documents as mentioned in Tender

17. **DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER**

17.1 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.

17.2 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

17.3 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 17.1 and 17.2 above.

17.4 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.

18.0 REQUIREMENTS OF PERFORMANCE

18.1 All permissions / Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident en route and consequences therefore including legal complications, if any.

18.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

18.3 The Contractor 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 Contractor 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 intercarting he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.

18.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Contractor at his own cost.

18.5 In the event of contractor backing out/not performing as per the contract, suitable action will be taken by BHEL as per contract. Additionally, future business of such de-faulting Agents will be suspended with BHEL as per company policy

18.6 Whenever asked by company, all documents including bill of lading, delivery orders, payment invoices etc will be returned by contractor immediately not later than three working days, failing which appropriate action as deemed fit and recovery of the losses by the company will be done.

18.7 In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the contractor's company becomes insolvent the contract shall automatically stand terminated.

19.0 SHORT– LANDED OR DAMAGED GOODS

19.1 It shall be the responsibility of Contractor 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 Contractor.

19.2 In case of goods specified by BHEL and in case of apparent damages, the Contractor 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 Contractor shall lodge claim with the appropriate authorities.

19.3 The Contractor is responsible for safe transportation of the goods.

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

20.0 Joint Survey: Situations may arise during the course of handling / transportation of containers/ cargo when a container or cargo meets with an accident. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of BHEL / Consignor / Consignee / Insurance Company,/BHEL representative etc. for assessment of loss/damage to cargo and / or container. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the contractor shall be under obligation to arrange to issue "Damage Certificate" or "Short landing certificate" to the Consignor/ Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by BHEL. Settlement

of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor shall be required to settle all claims/liabilities, whatsoever, against BHEL, which come to BHEL under all such situations. The contractor may undertake to repair the damaged container, which has met with an accident under his custody, at his own initiative. This he shall do to the complete satisfaction of the concerned shipping line / BHEL to which the container belongs to at the time of accident.

21.0 Guidelines for suspension of business dealings with suppliers/ contractors' The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at bhel website **www.bhel.com**. The link for the same is available at

http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf

22.0 MSME VENDORS:

"MSME suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (format enclosed as per Annexure- I) applicable for the year, certifying the quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be last date of Technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE Supplier till the supplier submit these documents."

23.0 FRAUD PREVENTION POLICY

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

24.0 VERIFICATION OF DOCUMENTS: BHEL reserves the right to verify any documents submitted by the Bidder. Any supporting documents in line with contract copy and completion certificate like invoices, Packing list, Billing details in original may be asked and BHEL reserves the right to reject the bid if verification from customer/ or supporting documents is not forthcoming.

SECTION V

FORMAT FOR TECHNO- COMMERCIAL BID

A. CONTACTS DETAILS:

Name and address of Associate at Port of Loading.:

Contact person / Associate at Load Port, telephone & email:

Name and address of Agent at Discharge Port:

B. OTHER DETAILS:

C. Name of planned Vessel for sea lifting with suitable gear:

D. Terms of Shipment: FOB – Rotterdam/Antwerp

I/We agree to abide by all the above conditions.

SIGNATURE AND SEAL OF TENDERER

SECTION VI

FORMAT FOR PRICE BID

ALL RATES TO BE QUOTED IN USD CURRENCY.

Sl NO	Description	Quantity (FRT)	Rate/FRT in USD	Total rate in USD
1	Total charges inclusive of Inland haulage at Rotterdam/Antwerp, Sea freight Charges, safe discharge of cargo from vessel and all other Miscellaneous charges, for all packages mentioned in Annexures, carrying out Customs clearance at discharge port, fulfilment of all port charges and delivering on to the trailer.	2058.43		
2	Charges for placement of trailers for receiving pkgs. from hook, intercarting to wharf, unloading at wharf, reloading of pkgs. (excluding pkgs. weighing more than or equal to 100 MT each)	1422.43		

Note

(1) Weight and dimensions given are indicative and may vary by 20 % in FRT. Payment shall be considered based on actual chargeable weight of the cargo in case of variation of dimensions else the chargeable wt. given in the technical bid will be considered. Dimension of Cargo Enclosed along with Tender.

(2) Freight is inclusive of all charges namely Charges collect fees, DO fees, break-bulk fees, HBL fees etc. No other additional charges will be considered for payment.

(3) 24 hrs. security guards to be arranged for pkgs. inside port till 100% cargo to dispatch from port to site.

(4) No increase in Fuel Surcharge or war risk surcharge will be entertained during execution of the contract.

(4) No conditions having any financial bearing on the freight to be given in the price bid.

(5) Evaluation criteria for technically qualified bidders shall be based on COST TO COMPANY

(6) Trailers will be placed by BHEL at Discharge port. Cargo to be loaded by Vendor on to Trailer. All crane charges to be borne by Vendor

Variation in overall contract value shall be restricted to $\pm 30\%$ including exchange rate variation.

SIGNATURE AND SEAL OF TENDERER

SECTION VII

CERTIFICATE OF COMPLIANCE (To be given in Company's letter Head)

Date:

To

The Deputy General Manager,
Material Services, Regional Operations Division,
BHARAT HEAVY ELECTRICALS LIMITED,
Chennai

Sir,

Import Tender No. RE/CHE/IMP/I-2008

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the tender 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.

We agree to carry out the Sea freighting contract tendered at the rates as offered by us in the Price Bid submitted by us and in accordance to the terms and conditions of the subject tender. The prices shall be kept valid for one month from the date of opening of price bids.

If the contract is awarded to us the prices shall be kept firm till the completion of contract.

SIGN AND STAMP OF CONTRACTOR

REVERSE AUCTION:

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.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit -Process compliance formø (to the designated service provider) as well as -Online sealed bidø in the Reverse Auction. Non-submission of -Process compliance formø or -Online sealed bidø 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/ contractors (as available on www.bhel.com)*.

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.**

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 in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).ö

The procedure for Reverse Auction shall be intimated to such bidders in due course. However, the bidders are advised to quote their most competitive rates in the sealed bid Part. In case we are unable to finalize the order through Reverse Auction for any reason whatsoever, the order would be finalized based on the sealed price bids (Part-III).

In case of tender being finalized through Reverse Auction, the bidders will have to adhere to the guidelines provided in the Business Rules of Reverse Auction. In case a Techno commercially acceptable vendor does not agree to participate in the Reverse Auction process, the same will be treated as with drawl of the offer and their EMD will be forfeited. **Vendors are also warned against delay in participation and delaying the process of Reverse Auction.**

Terms and Conditions for Reverse Auction:

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at Total Cost to BHEL like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the Terms and Conditions section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the Business Rules of Reverse Auction, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

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

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

SECTION VIII

TECHNICAL REQUIREMENTS

TECHNO COMMERCIAL FORMAT

Offers of parties not meeting the below will be rejected.

Sr No	Description	Remarks (YES/ NO)			
I Pre Qualification Criteria					
1.	Valid Customs House CHA (CHA) licence from Customs in the name of the bidder or his associates at Tuticorin valid for the period of contract	Notarized copy to be uploaded on e-procurement portal and original to be submitted in BHEL YES			
2.	Minimum continuous experience of in last 3 years in CHA operations operating against CHA licence indicated in Sl no 1 above.	Agreed -			
3.	Bidder or his associate must have office dealing with CHA operations in Tuticorin	Agreed -			
4.	Bidder must have an average annual turnover not less than Rs 76.74 lakhs in the last 3 years. (i.e for year 2017-18, 2018-19 and 2019-20)(copy of CA certificate indicating details of turnover on account of CHA activities and freighting in India of each FY along with copy of audited balance sheet is to be submitted. (If balance sheet for financial year 2018-19 is not audited, data for 3 previous year may be given i.e for year 2017-18, 2018-19 and 2019-20). CA certificate & Balance sheet should be of same period	Copy of CA certificate to be uploaded along with copy of audited Balance Sheet			
<u>Format for CA certificate on his letter head</u>					
	Sr No	Description	2017-18	2018-19	2019-20
	1	Total Turn Over of Company in Rs Lakhs in CHA business			
	2.	Current Ratio > 1			

5.	Bidders must submit proof of having have successfully executed ocean freight contracts, CHA contracts in last 3 years (ending last day of month previous to the one in which the tender was due for opening) as per following (i) Three contracts of value not less than Rs 102.32 lakhs each OR (ii) Two contracts of value not less than Rs 127.90 akhs each OR (iii) One Contract of value not less than Rs 204.64 lakhs			Copies of contract / work order with copies of satisfactory completion certificate from customer to be uploaded.																															
<p>(1) If work order does not specify the value of the contracts, the same should be certified from customers. In that case the documents required will be work order/contract copy, customer certification for contract value and satisfactory completion certificate from customer</p> <p>(2) The party who submits only work order or contract copy and does not submit satisfactory completion certificate from customer will not be considered.</p> <p>(3) The party who submits only satisfactory completion certificate from customer and does not submit relevant copy of work order/contract will not be considered</p> <p><u>Details of work order/contract shall be given as per below format in separate sheet</u></p> <table border="1"> <thead> <tr> <th>Sr No</th> <th>Full postal address of client and officer in charge</th> <th>Brief description of work and Qty</th> <th>Work order No and Date</th> <th>Value of contract in Rupees in Lakh</th> <th>Time Schedule in month</th> <th>Actual date of completion</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>For each case of Work Experience filled in the format, selfattested copy of work order / Letter of Award and Self attested copies of work completion certificates issued by the agency who has awarded the contract should be uploaded on e-portal. BHEL reserves the right to verify the authenticity of the document from the originator, hence the party should ensure that all contractual & contact details are available in the completion certificates to lend easy verification wherever required.”).</p>								Sr No	Full postal address of client and officer in charge	Brief description of work and Qty	Work order No and Date	Value of contract in Rupees in Lakh	Time Schedule in month	Actual date of completion	1							2							3						
Sr No	Full postal address of client and officer in charge	Brief description of work and Qty	Work order No and Date	Value of contract in Rupees in Lakh	Time Schedule in month	Actual date of completion																													
1																																			
2																																			
3																																			
6.	Valid GST Registration			Copy to be uploaded.																															

7.	The Bidder should not have been referred to BIFR/NCTL or declared SICK by any Statutory Authority	A self-certification should be submitted by bidder
8	Vessel Qualification: Vessel will be provided as per General terms and conditions and will be self geared to load/unload the heavy lifts mentioned in the packing list. Agreement with Owner of the ship is to be available.	Agreed
9	Penalty: 1) The transit delay beyond the permitted transit period shall attract a penalty of 5% per week pro rata on the contract value for the cargo subject to maximum 10% of the contract value of that particular cargo. Such penalty shall be recovered while releasing the bills of the contractor 2) In-case of delay in handing over of OBL to shipper (due to no fault of BHEL), per day penalty will be 1 % of total contract value of shipment. Maximum Penalty due to delay in handing over of OBL will be 10 % of total price of shipment. 3) Total Penalty will not exceed 20% of the contract value	Agreed
10.	The Bidder should not have been banned on business dealing by BHEL/Govt of India/any undertaking of Govt of India.	A self-certification should be uploaded by bidder
11.	Original Latest Solvency Certificate for Rs 50 lakhs from a Scheduled bank in India	Copy of Solvency Certificate to be uploaded YES. Original
12.	Bidder or his associate must have handled at least 50 B/Es of Engg/Project cargo (includes DEEC, EPCG,PI B/Es etc.) for Break bulk, FCL and LCL container cargo per year in the previous three financial years.	Client certificate to be uploaded.
13.	Parties must not have been penalized in any earlier contract with BHEL in the last five years.	Self Certification to be uploaded
		YES

14.	Power of Attorney, agreements & copies thereof of the signing authorities with letter of authorisation	Copy to be uploaded
Note :Offers of parties not meeting above qualifying criteria will be rejected.		
II	Details to be furnished	
1.	Name & Address of the company (If part of the work has to be handled by its associate, details of the associate also to be provided along with bidder details)	
ii)	Year of Establishment of company	
2.	Type of Ownership :Proprietorship or Partnership or Private Limited or Public Limited or Central Undertaking or State undertaking or Any other (specify) (If part of the work has to be handled by its associate, details of the associate also to be provided along with bidder details)	
3.	Partnership deed in respect of Partnership firms	Copy to be uploaded if applicable
4.	Certificate of Incorporation in respect of Ltd Co	Provide date of Incorporation & copy of certificate to be uploaded
5.	Complete Information on Party's offices in Tuticorin Office Address Telephone no./ Mobile no. Name of Contact Person with email id's ii) Office is owned / rented	Information to be provided
6.	Company Details i) PAN Number ii) GST Registration number iii) Bank Reference (Details of Electronic Fund Transfer duly endorsed by the bank) - Name of the Company - Name of the Bank with branch - City/ Place - Account Number -Account Type - IFSC Code of the Bank Branch - MICR code of the bank Branch	Copy to be uploaded

7.	i) Directors / Partners if related to any BHEL employee	Name Staff No Designation Unit & Dept
	ii) If any Ex BHEL Personnel is employed by the Company, Mention the details	Name Staff No Designation Unit & Dept Relationship Date of Leaving Service
8	Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Laborers Act / Child Labor Act / / Transporter board/ Customs and Port Procedure and all other relevant Acts, Rules and regulations of Tamil Nadu state and Govt of India in course of their activities and whether they are being fully complied with. Also all handling equipments are complying as per HSE compliance / ISO 9001/14000/OHSAS compliance.	Agreed.
9	Letter of authorization for signatories to act on behalf of the company	Letter to be attached
III TECHNICAL REQUIREMENTS		
1.	EMD for Rs.5,11,600/-	Submitted
2.	Technical bid Signed and Stamped (All pages)	Submitted
3.	Blank Financial bid Signed and Stamped	Submitted
4.	The compliance letter duly signed and stamped on letter head is to be submitted/Uploaded on E-portal	Given
5.	Bidder shall ensure that all the invoices and receipts are submitted immediately after payment and shall be in the name of BHEL. In case of delay in submitting the invoice after payment made by BHEL, the full amount will be recovered till the submission of original invoice and receipt from the concerned parties.	Agreed

6.	Bidder should submit the 3rd original RA after custom clearance along with the relevant original Bill of Entry where the Bill of entry is cleared after taking RA.	Agreed
7.	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 submitted/Uploaded on E-portal	Given/Uploaded
8.	PAYMENT TERMS: As Specified in Section III	Agreed
9	INDEMNITY Contractor shall keep BHEL indemnified of all legal issues, the losses, claims, etc. arising out of or in course of any of his or his Associates acts or accidents during the currency of the Contract.	Agreed
10	ARBITRATION As Specified in General Terms & Conditions.	Agreed
11	FORCE MAJEURE As specified in the General Terms & Conditions.	Agreed
12	CANCELLATION OF THE CONTRACT: BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract. If the CONTRACTOR 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 Contractor 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 CONTRACTOR under the contract. BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's	Agreed

	notice by registered post acknowledgement due or in person under delivery.	
13	TAXES/TDS: GST will be paid extra as applicable. After the implementation of GST, necessary changes in billing and compliances shall be adhered. TDS will be recovered from bills as per the rules prevalent.	Agreed
14	VALIDITY: The contract shall be valid till all the packages listed in the packing list are received at discharge Port and loaded on BHEL placed Vehicle after custom clearance	Agreed
15	GOVT.RULES & REGULATIONS: CONTRACTOR or its associate 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
16	RISK PURCHASE As Specified in General Terms & Conditions.	Agreed
17	Offer Validity: The offer of bidders will be valid for 60 days for acceptance from due date of tender. Validity of the contract : The contract will be valid till completion of the work defined in the tender	Agreed
18	ADDITIONAL WAR 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
19	Transshipment of the cargo is not permitted	Agreed
20	RA terms and condition: As per general terms and condition. The discount offered in price bid shall be uniformly applied to each BHEL slab rate to arrive to final price and no individual slab discount change request is permitted.	Agreed

SIGNATURE AND SEAL OF TENDERER

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

DEED OF GUARANTEE

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

WHEREAS

M/S BHARAT HEAVY ELECTRICALS LIMITED), a Govt. Of India “Maharatna” category
Enterprise having its Headquarters at BHEL House, Siri Fort, New Delhi -110049 hereinafter referred
to as “BHEL” which expression shall, unless excluded by or repugnant to the subject or context thereof
, be deemed to include its successors and assigns, invited eTender No.

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

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

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

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

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

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

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

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

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

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

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

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

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

M/s -----.

Per :

Signature :

Name :

Designation :

Witness : 1

Signature :

Name :

Designation :

Date :

Witness : 2

Signature :

Name :

Designation :

Date :

Instruction for Furnishing Parent Company / Subsidiary Company Guarantee

1. Guarantee should be executed on Stamp Paper of Requisite Value and Notarised
2. The official(s) executing the guarantee should affix full signature (s) on each page
3. Resolution passed by Board of Directors of the guarantor company authorising signator(ies) to execute the guarantee, duly certified by the company secretary should be furnished alongwith the guarantee
4. Following certificate issued by the company in the deed of guarantee no. _____ furnished against tender no _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject.

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

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

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

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

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

WHEREAS

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

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

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

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

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

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

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

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

M/s.

Witness:

1)

2)

M/s.

Witness:

1)

2)

M/s.

Witness:

1)

2)

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