


**TENDER FOR APPOINTMENT OF CONTRACTOR FOR
OCEAN FREIGHTING OF PROJECT CARGO FROM
ROTTERDAM TO HALDIA WITH ITS CUSTOM CLEARANCE
FOP IB VALLEY BANHARPALLI UNIT-1 PROJECT.**

TENDER NO: RE/MUM/IMP/HW/IS-1560

	<p>Bharat Heavy Electrical Limited (A Govt. of India Undertaking) Regional Operation Division 14/15th Floor, World Trade Centre-1 Cuffe Parade, Mumbai – 400 005</p>
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**LAST DATE OF SUBMISSION : 03rd February 2016
: 1530 Hrs**

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Important Details of the Tender

Name and Contact Details of the Person for Queries in the Tender	(1) Julie Srivastava AGM, Imports, BHEL Phone : 022-22171340/341 julie@bhel.in (2) Vishal Patel Deputy Manager Phone : 022-22171376 Mobile : 7506089937 vishal.patel@bhel.in
EMD Amount	Rs 2,00,000/- (Two Lakh Rupees)
Time Limit for EMD Submission	15:30 Hrs on 03/02/2016
Last Date of Submission of the Tender through e-Procurement system	03/02/2016, 1530Hrs.
Tender Opening Date	03/02/2016, 1545 Hrs.

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://bheleps.buyjunction.in>.

Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. However this tender may be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.

In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk m Junction Services Ltd. at **033-6601 1717 or BHEL representative, Mr. Vaibhav Khanna at **9930231133**. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.**

1. The offers shall Include

1) **EMD :-**

The EMD of Rs. 2,00,000/- in favor of BHEL, enclosed in an envelope, super scribed as " EMD for Tender No (Write Full Tender No) MUST BE HANDED OVER TO BHEL REPRESENTATIVE Mr. Vishal Patel, Dy. Mgr (Imports) latest by **15:30 Hrs** on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system.

2) **Techno-Commercial Bid :-**

The techno commercial bid is to be filled and uploaded with full required documents online on E-Tendering Portal of BHEL at web address <https://bheleps.buyjunction.in> latest by **15:30 Hrs on the day of Tender submission date**. This includes documents required as per Qualification Criteria of Techno commercial Section, all self certification as per Techno commercial section, entire tender document along with blank price bid, compliance letter on company's letter head, duly filled format for techno commercial bid, amendment if issued to the tender with sign and seal on each page. The techno commercial offers shall be opened on **1545 Hrs on the same day of Tender submission date**. Hard copies of commercial offers shall not be accepted for evaluation.

3) **Price Bid /Reverse Auction :-**

The Price Bid is to be filled up and uploaded in excel sheet through E-Tendering system only before the due date of submission. RA will be conducted for technically qualified parties by separate service provider. BHEL reserves the right to decide for going into Reverse auction.

Except EMD, no hard copies of Documents will be accepted in any case.

Instruction for Participation in the Tender through eProcurement

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

The contact details of the DSC Certifying authorities are given below

Sr No	CA	Website Address
1	e-Mudhra	http://www.e-mudhra.com
2	GNFC	http://www.ncodesolutions.com
3	IDRBT	http://www.idrbtca.org.in
4	MTNLTrustline	http://www.mtnltrustline.com
5	NIC	http://www.nic.in
6	Safescrypt	http://www.safescrypt.com
7	TCS	http://www.tcs-ca.tcs.co.in

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

The new vendors who are not registered with BHEL, ROD Mumbai and are interested to participate in the tender will have to register and map their respective Digital Signature Certificate with specification Class-III, SHA-2, 2048 bit Signing and Encryption at BHEL e-Procurement website: <https://bheleps.buyjunction.in> . For registration assistance, users may please contact Mjunction Helpdesk @ 033-6601 1717 between 9.30 am till 5.30 pm.

SECTION – I

Scope Of Work

BHEL intends to appoint a Contractor for ocean freighting of Project Cargo from our supplier M/s Siemens AG, Germany from Rotterdam to Haldia Port. Cargo will be delivered on FOB terms at Rotterdam Port. Detailed specifications and scope are covered in Section . I.

Names addresses of the Contact Persons for this tender are:

Sn	Name and Address	BHEL Phone Nos. & Email
1	BHEL ROD Mumbai Mrs Julie Srivastava SDGM Mr. Sanjeev Shikhare Dy General Manager -MS Vishal Patel Dy Mgr-MS Material Services Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14 th Floors, World Trade Center, Cuffe Parade, Mumbai, India	Ph No. 022 22171340 Email : julie@bhel.in Ph. No. 022 22171302 Email: rod sds@bhel.in Ph. No. 022-22171376 Email: vishal@bhel.in
2	Details of Supplier: M/s Siemens AG Sector Energy Freyelsebenstrasse. 1 91058 Erlangen Germany BHEL Po No :B1V6157 Dt 25.06.2011	Contact at Siemens AG : Mr Uwe Schoesser or Mr Susanne Dotzer Tele: +49(9131) 18-82671 +49(09131)18-83526 Fax +49(9131) 18-7654 +49(9131)18-7654 E-mail: uwe.schoesser@siemens.com or Susanne.doetzer@siemens.com Mr. Tim Klötzke E L S P E D Spedition-Gesellschaft m.b.H. Tel: +49 (0) 40 24192 - 469 Fax: +49 (0) 40 24192 - 287 Mobil: +49 (0) 170 4571782 Email: tim.kloetzke@elsped.de Adenauerallee 3-6 D-20097 Hamburg Postfach 101960 D-20013 Hamburg
3	Details of BHEL Haridwar Unit Amit Kumar Singh	Ph No : 01334284421 amitsingh@bhelhwr.co.in BHEL, Haridwar

SCOPE OF WORK

- (1) Ocean Freight of Project Cargo from FOB Rotterdam Port to Haldia
- (2) Custom Clearance of all the cargo at Haldia Port
- (3) Trucking and Handling of cargo (Optional) : Contractor must arrange truck/trailer to receive the cargo from the hook of the vessel. Unloading the cargo at nominated storage area. Loading the cargo on BHEL placed vehicles when ready for despatch.

Detailed Scope of Work

Shipment: BHEL Haridwar has placed orders for (i) Turbine Package with accessories and (ii) Generator Package with accessories on supplier M/s Siemens AG, Germany with the delivery terms **FOB**, Rotterdam Port.

Project cargo will arrive in India (Haldia) in two lots as per below.

LOT No	Packages	FRT Ton	Ex Works Date as on Date	FOB date at Rotterdam as on Date
LOT1	Turbine Packages	Approx 1588	15-Feb-2016	29-Feb-2016
LOT2	Generator Packages	Approx 650	01-April-2016	15-April-2016

Above dates are tentative dates only.

Packing List For Both the Lot has been Attached in Attached Excel Sheet

- The dimension given in preliminary packing list is package dimension
- The type of packages are given in the preliminary packing list
- Heavy Lifts are in naked Conditions.
- ODC's will get a tarpaulin Cover
- General Cargo is just in wooden box
- Packages are non tiltable

1st LOT Heavy Lifts & ODCs: (Turbine Packages)

Component	Description Kanlog	PCS	Gross to (MT)	Length m	Width m	Height m	Volume	H/L, GC, ODC	Type of packaging
HP - Turbine	Turbine Section 10100000	1	128.000	7.970	3.800	3.710	112.36	H/L	Transport rack
HP - Turbine	Assembly Tool	1	14.500	4.450	2.970	1.180	15.60	ODC	Case
HP - Turbine	Assembly Tool	1	3.490	3.760	2.770	0.790	8.23	ODC	Case
IP - Turbine	Turbine Section 20100000	1	180.000	8.990	4.450	4.340	173.62	H/L	Transport rack
LP - Turbine	Upper Part 32270000 Upper Part 32270000	1	46.000	6.860	5.130	4.670	164.35	H/L	Case
LP - Turbine	Turbine Rotor 34000000 Turbine Rotor 34000000	1	111.000	9.490	4.440	4.600	193.82	H/L	Transport rack
LP - Turbine	Lower Part 32270000 Lower Part 32270000	1	89.000	6.990	6.650	3.870	179.89	H/L	Transport rack
LP - Turbine	Stationary Blade Ring 32270000 Stationary Blade Ring 32270000	1	7.500	5.010	2.570	1.470	18.93	ODC	Case
LP - Turbine	Stationary Blade Ring 32270000 Stationary Blade Ring 32270000	1	7.500	5.010	2.570	1.470	18.93	ODC	Case
Turbine Valves	Stop/Control Valve 28015100	1	51.400	6.210	4.870	3.600	108.87	H/L	Case
Turbine Valves	Stop/Control Valve 28015200	1	51.400	6.210	4.870	3.600	108.87	H/L	Case
Turbine Valves	Stop/Control Valve 18015100	1	35.800	4.640	4.510	3.040	63.62	H/L	Case
Turbine Valves	Stop/Control Valve 18015200	1	35.800	4.640	4.510	3.040	63.62	H/L	Case
Cross Over Pipe	elbow ÜBERSTRÖMLEITUNG ZUS.	1	15.000	5.430	2.880	3.700	57.86	ODC	Case
Cross Over Pipe	elbow ÜBERSTRÖMLEITUNG ZUS.	1	4.200	3.050	2.200	3.550	23.82	ODC	Case
Cross Over Pipe	COMPENSATORS FOR INLET PIPES KOMPENSATOREN ZUR EINSTRÖMLEITUNG	1	3.460	2.730	2.530	1.570	10.84	ODC	Case
Cross Over Pipe	box frame ÜBERSTRÖMLEITUNG ZUS.	1	6.200	3.250	3.120	1.440	14.60	ODC	Case

2nd LOT Heavy Lifts & ODCs: (Generator Packages)

Component	Description Kanlog	PCS	Gross to (MT)	Length m	Width m	Height m	Volume	H/L, ODC	Type of packaging
Generator Rotor	Rotor 0SFA0000	1	81.500	14.520	1.960	2.220	63.179424	H/L	Transport rack
Generator Stator	Generator 0SFA0000	1	326.500	12.380	4.450	4.400	242.400400	H/L	Transport rack
Generator Accessories	Shield Bearings	1	17.800	3.970	3.020	2.360	28.294984	ODC	Case
Generator Accessories	Shield Bearings	1	17.400	3.970	2.780	2.360	26.046376	ODC	Case
Generator Accessories	Cooler Head	1	23.600	4.550	4.630	2.180	45.924970	ODC	Case
Generator Accessories	H.V. Terminal Box	1	6.500	3.560	2.620	1.780	16.602416	ODC	Case

Details of General Cargo along is enclosed in attached Packing List.

Note:

1. The above information is based on Engineering design; however shipment shall be as per actual dimensions. The cargo volume / Gross Weight of the cargo may undergo change. In case of **variations in Volume/Weight of Heavy Lifts/ ODC** as compared to the declarations in the packing list, the volume measured at Port will be considered for final payment of both the ocean freight and THC. **The variation in the Heavy lifts/ODC will be considered only if the same is beyond $\pm 10\%$ of declared weight or volume. The freight payment for variation beyond $\pm 10\%$ will be made prorata on the basis of quoted rate for weight and volume in the pkg list whichever is higher.** (Conversion factor Ocean freight:- 1CBM=1 MT(freight ton). For the General cargo the payment will be made as per the freight ton shipped
2. The above shown heavy lift (H/L) and ODC package is non Stackable and is to be discharged on wharf / Trailer arrange by Contractor/BHEL at discharge port

Turbine Packages Accessories & Generator Packages Accessories (Non Heavy Lift Individual Packages weighing less than 40 FRT will be accompanied by Heavy Lift packages. The non HL & non ODC packages are about **353** Freight Tons subject to a variation of **$\pm 10\%$** . Some cargo of the packing list can be of Hazardous (HAZMAT) nature. The Contractor / Contractor's load Port associates must find out the actual nature and volume of all these accessories 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 BHEL at Discharge Port.

Stacking instructions: In general it is possible to load 800Kg per square meter but the upper box may not be heavier than lower box

Tilt ability of package: All Packages are **not** tiltable.

Type of package: Is as provided in the enclosed master packing list.

UN classification code no for Hazardous package cargo/Dangerous goods (DG) is provided in the enclosed master packing list.

Period of Shipment:

Period of shipment is given above in Scope Of Work.

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 (i.e. transportation time between Siemens works to Loading port at Germany).

On confirmation of vessel arrangement from the contractor /Freight Forwarder/his agent, cargo will be moved to the Rotterdam 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.)

The contractor/his agent should arrange to nominate the performing vessel with information of lay can within 10 days of supplier/BHEL's intimation of cargo readiness to contractor. The lay can of the vessel should be within the 31 days of suppliers intimation of cargo readiness. (Cargo for first lot will be ready at suppliers works on 15th Feb, 2016 for the 1st Lot or 1st Apr,2016 for the 2nd Lot *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”*)

No compensation of any kind will be payable for re-scheduling of the 2nd Lot.

Any Storage charges arise out of mis-cordination 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. It will be responsibility of contractor to get the required permission for hazardous cargo in co-ordination with supplier
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. 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.
7. **Draft BL** has to be forwarded to BHEL in **2 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)
8. 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.**

9. 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*).
10. Stevedoring charges if any at both the Load and Discharge Port shall be on Contractor's account.
11. 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 in BHEL vehicle.
12. 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.
13. In case of any variation in the actual weight/volume weight of the general cargo from the specified weight/volume weight in the Tender, pro-rata variation in the relevant freight price will be payable.(Conversion factor Ocean freight i.e. 1CBM=1 MT(Freight Ton)).
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. Contractor to satisfy that all the documents are in order for customs/port (s) clearance at discharge port. The number and type of documents required for import formalities will have to be intimated by the successful contractor and BHEL shall arrange the same.
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 of the vessel due to non availability of the customs clearance documents.
 - c. 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 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.
 - e. The contractor shall send Freight Bill to BHEL by email and Hard copy of the same to be given to BHEL office immediately to enable filing of B/E at customs.

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 to on BHEL's vehicle whenever BHEL place the vehicle for dispatch to site/plant.
21. The contractor has to arrange for off-loading/re-loading of cargo at discharge port to nominated storage area 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. Payment of Wharfage and demurrage of cargo, if applicable at discharge port will be reimbursed against original receipts enclosed with the bill. Demurrage occurred due to delay in customs clearance after availability of all documents/inputs from BHEL shall not be payable. Necessary TDS recovery to be made by contractor. Invoice for the port charges should be in the name of BHEL. The contractor has to issue back to back invoice to BHEL showing service tax element separately.
24. Detailed Instructions, terms and conditions are covered in Section II, III, and IV & V of this Tender document. Bidders are requested to carefully read these sections.
25. Contractor will be responsible for custom clearance at Discharge Port Haldia for all imported items under this Project Cargo.
26. Supplier will carry out all the Customs formalities at the load port.
27. Contractor shall liaise with customs / Port / other relevant authorities and arrange for custom documentation, stamp duty payments, coordination with Port authorities, vessel agents and BHEL appointed transporter.
28. Contractor shall have to arrange all permissions from all concerned agency applicable for berthing of vessel, smooth clearance and dispatch from discharge port.
29. For cargo more than **80 MT** per package, the package will be off loaded on stools in case BHEL does not provide vehicle for under hook delivery. **For Stool rent charges please refer Price Bid Section.**

- 30. It will be responsibility of the contractor for safe storage of all items at disport nominated place till dispatch. The contractor will ensure watch & ward for the materials till dispatch. It should be ensured that the packages are stored at neat and safe location at port.**
31. Contractor to ensure that vehicles of BHEL transporter are taken inside port without any delay after acquiring necessary port permission/clearance.
32. Contractor to ensure that cargo is loaded as soon as possible on BHEL Transporter's vehicle for onward dispatch to site.
33. Contractor to load the packages on vehicle as per load dispatch advice/vehicle planning provided by BHEL.
34. Contractor should ensure that LR Copy is received by him from BHEL transporter & has to ensure that vehicle no. on LR is same as actual vehicle arrived for loading at port.
35. Contractor to handover BE copy, exemption copy, permit of State Govt (arranged by BHEL) which is to be attached with each vehicle documents.
36. The contractor's appointed CHA shall act as Custom broker for BHEL as Haldia Custom House
37. The contractor's appointed CHA will be required to perform all duties as prescribed under Custom Act 1962 and Custom broker regulation 1984 and as amended from time to time
38. The contractor shall have sufficient and well experienced qualified staff well conversant with latest custom rules and regulations, classifications and able to act independently at Customs for providing best service of man power to collect/accept the documents from BHEL for speedy custom clearance activities.
39. The Contractor's appointed CHA shall keep themselves fully conversant and familiar with the law, rules and regulations and procedures framed by customs
40. Preparations and filing of all necessary relevant documents with the customs, port authorities, insurance, shipping agent, shipping line etc. on behalf of BHEL for custom clearance and onward dispatch of cargo
41. The contractor's appointed CHA will collect Dak/Courier viz. Documents, letters pertaining to custom clearance, and onward dispatch to site/Unit etc from the BHEL office in Mumbai
42. Immediately on receiving documents for custom clearance from the BHEL the contractors appointed CHA shall verify completeness of all the documents and shortcomings if any must be pointed out for necessary action by BHEL. If no observation is received it will be presumed that the documents given to the contractor are complete in all respect
43. Contractor would be responsible to collect all documents from BHEL/any other nominated place of BHEL customer or his representative whenever required

44. The Agent shall arrange for the prior assessment of Bill of Entry no sooner the Manifest (Prior Entry) is filed by Carrier's Agents in the Customs in all cases. The Agent shall also utilize the facility of prior assessment of B/E without waiting for filing of Manifest, as per the relevant regulations, Public Notices etc. Agent will follow with relevant agent of shipping line for filing of prior IGM as soon as the docket/shipping documents are received by CHA from BHEL. CHA should ensure that BE is filed in customs against prior IGM atleast 48 hrs in advance of arrival of vessel. As soon as the BE is noted the CHA should inform the BE no and date.
45. The freight bills are to be collected well in advance of the berthing of the vessel and submit the same to BHEL in time to avoid any delay in clearance proceedings for want of timely payment.
46. The Agent will be fully responsible for prompt finalization of Bill of Entry including examination and out-of charge. The examination of goods by Customs, including first check examination, is to be got done promptly. All the queries of the Customs, at any stage, are to be attended to and satisfactorily replied promptly without any delay.
47. Issuance of RA at the earliest is the essence of contract and contractor shall take all measures in advance for ensuring the same.
48. Taxes & duties as applicable on Customs Broker services will be paid extra.TDS will be recovered as per provision of Income Tax Act.
49. Contractor shall liaise with customs / Port / other relevant authorities and arrange for custom documentation, coordination with Port authorities, vessel agents and BHEL appointed transporter. **Customs duty is Nil on the cargo as per the customs notification for PI for Mega power. However if duty on cargo is applicable the same will be paid by BHEL.**
50. The contractor shall keep contact with BHEL transporters for direct delivery or delivery to nominated area ensure that vessel is not detained at the discharge port. Vessel detention charges will have to be borne by contractor in case of any delay.
51. The contractor has to arrange for off-loading/re-loading of cargo at discharge port to nominated storage area 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.
52. After completion of dispatch contractor should submit the Original Bills of Entries immediately under separate covering letters within 15 days from the date of dispatch of cargo from port. The agent shall also send soft copy of Bill of Entry in advance by email.
53. The contractor shall also undertake all coordination work for transporting goods from port, *loading & unloading (wherever required)*. Plot area allocation from Port authority will be the responsibility of the contractor
54. The contractor will have to co ordinate with BHEL transporter for correct and exact movement of Trailer to match Vessel arrival at discharge Port.
55. Detailed Instructions, terms and conditions are covered in Section II, III, and IV & V of this Tender document. Bidders are requested to carefully read these sections.

SIGNATURE AND SEAL OF TENDERER

SECTION II

Instruction to Bidders

- 1.0 Bidders are advised to go through the tender document fully before filling up the format for Techno-commercial Section and Price bid Section
- 2.0 The bidder must submit the total offer and the details desired therein. The offers which are not complete or mentioning "shall be furnished later" will be rejected.
- 3.0 The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
- 4.0 The price offer must be made only in the Price Bid formats enclosed with this tender.
- 5.0 The offers shall be kept valid for a period of 30 days from the date of opening of the tender.
- 6.0 BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. It shall be responsibility of the contractor that their agents ensure proper working of the offers in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
- 7.0 No modifications to the work contained in the items will be allowed. Quotations other than in prescribed Price Bid formats will not be accepted under any circumstances.
- 8.0 No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in this sealed cover. Any such clarification/modification if enclosed in this sealed cover (Price Bid) will be totally ignored and such bids will be rejected.
- 9.0 All corrections made in the bid should be initialed. In case of price bids, company seal should also be affixed at all corrections.
- 10.0 Any request from the bidders in respect of additions, alternations, modifications, corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.
- 11.0 The acceptance of tender shall be intimated to the successful bidder through a Letter of Intent (LOI). The contractor shall be required to submit security deposit as per the Tender document, within three days LOI which should be valid up to three months after the expiry of the contract period as specified in the Letter of Intent. In

the event of failure on the part of the contractor to furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the acceptance of his Letter of Intent may be considered as withdrawn and suitable action will be taken as per company policy.

Evaluation Criteria:

1. Offers of Parties meeting the qualifying criteria will only be considered for further techno-commercial evaluation
2. Offers of Parties meeting the techno commercial requirement will only be considered for evaluation.
3. For Tender evaluation, SBI TT Selling between Rs/ US\$ exchange rate will be taken as on the date of opening of the technical bid.
4. The offers will be evaluated on the basis of the sum total value of the Price Bid A,B,C & Price Bid D.
5. Break up of final prices after reverse auction should be in line with that given in the initial bid of Reverse Auction.
6. Vendors must filled all the schedules and Price for each and every items. If vendors 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.
7. Contractor must quote the price for trucking and handling and Stool charges. The party who does not quote the Price for trucking & handling and Price for stool charges will be disqualified.
8. BHEL Reserves right to Negotiate with L1 party.

SIGNATURE AND SEAL OF TENDERER

SECTION –III
SPECIAL CONDITIONS

Transit Time :Total transit time permitted is 81 days worked out as under:

- a. 21 Days : Time Required for M/s Siemens to deliver the cargo at Load Port**
- b. 60 days Ocean Carriage from Load Port to Discharge Port (Final IGM date)**

Total Transit time is 81 days.

Start time : The intimation for cargo readiness by our supplier or BHEL to BHEL appointed freight forwarder.

End time : Date of Final IGM at Discharge Port

1. Vessel Qualification:

- a. Cargo should be carries by mechanically self propelled vessels of steel construction classed with classification society which is :
 - i. a member of 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)

2. Age limitation of vessel :

- a. Bulk or combination carriers over 10 years of age
- b. Other vessel over 15 years of age unless they
 - i. Have been used for carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age or
 - ii. Were constructed as containership, vehicle carriers or double-skin open hatch gantry crane vessel (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

- 3.** 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.
- 4.** Stevedoring charges if any at both the Load and Discharge Port shall be on Contractor's account.
- 5.** If the shipment gets delayed beyond the stipulated transit time then penalty will be levied as under:

The penalty shall be 5 % of the Ocean Freight value per week of delay or part thereof subject to maximum of 10% of the Ocean Freight value for the shipment.

6. The Contractor will provide every day update to BHEL via email for position of vessel once sailed from Rotterdam.

(1) PAYMENT TERMS:

- a. 90% payment of the ocean freight charges in Indian Rupees will be made by BHEL, ROD, Mumbai after adjustment of penalty, if any, within two days of safe discharge & custom clearance at the port of Discharge (Haldia). No Delivery Order+(DO) charges shall be payable. Balance 10% payment of freight and all other payments will be made within two days of dispatch/loading of the cargo on vehicle/Transport arranged by BHEL at Discharge Port.
- b. 50% Payment for custom clearance charges will be made to contractors within two days of Custom clearance of first lot. Balance 50% payment for custom clearance charges will be made to contractors within two days of the custom clearance of second lot at discharge port. However the payment will be made only after receipt of documents like BEs and other documents which is required by BHEL.
- c. Vessel qualification, age and type certification should be submitted along with the bill as per Section III.
- d. 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*).
- e. The date of Exchange rate will be considered as Date of Final IGM at Discharge Port for making freight payment. TT selling rate of SBI will be considered for exchange rate from USD to INR.

- (2)** In case of variations in Volume/Weight of **Heavy Lifts/ ODC** as compared to the declarations in the packing list, the volume/weight measured at Port will be considered for final payment. The variation in the Heavy lifts/ODC will be considered only if the same is **beyond $\pm 10\%$** of declared weight or volume. The freight payment for variation **beyond $\pm 10\%$** will be made prorata on the basis of quoted rate for weight and volume in the pkg list whichever is higher. For general cargo the payment will be made as per the freight ton shipped.

Seal of the Company

**Signature & Name of Shipping Agent &
Date**

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 Authorised Officers or its Engineer or other Employees authorised 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" , "MTO" or "CFS" or "FREIGHT FORWARDER or CONSOL AGENT OR CHA where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.4 "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 and the Special Specifications (if any) and all correspondence.
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 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 be valid till all the activities mentioned in the scope of work is completed by contractor
- 1.10 “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.
- 1.11 “Full Container Load” (FCL) shall mean a container containing cargo belonging to one consignee in the vessel’s manifest.
- 1.12 “Ton” means one metric Ton of 1,000 kilograms or one cubic meter.
- 1.13 Nhava Sheva ports means all the three terminals in the port, i.e., JNPCT, NSICT & GTI and any other terminal/CY that may be developed in JNPT.

2.0 Issue Of Notice:

- 2.1 The Contractor shall furnish the name, designation and addresses of his authorised agents/associates at Mumbai (India), at the Discharge Port and at the CFS yard. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised 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 License/Permission/Registration

- 4.1 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 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.

5.0 Invoices And Payments

5.1 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.

5.2 Contractor shall submit freight bill including other charges along with supporting documents immediately after sailing of the vessel

5.3 The **Service tax** will be paid separately. Service tax elements shall be shown separately in the invoice.

5.4 Freight payment:-

5.4.1 Freight payments along with the other charges as per the contract rates shall be made to the contractor in Indian Rupees only. For the purpose of conversion the SBI TT selling rate prevailing on the date of Bill of Lading will be considered. In case there is a bank holiday on B/L date then the rate prevailing on the previous working day will apply. Freight bill shall contain the details of packages, weight and MBL number and other charges as per the contracted rates.

5.4.2 Contractor shall submit freight bill along with supporting documents immediately after sailing of the vessel. (within one week of BL date) to BHEL.

5.4.3 100% payment of the charges will be made by BHEL by Cheque / RTGS against the bill submitted with all documents from BHEL.

5.4.4 Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, **including TDS** and/or any other levies at the prescribed rates.

5.4.5 Contractor shall issue CAN immediately on filing of prior entry IGM by the Liner/ Carriers

5.4.6 TDS as applicable will be recovered from contractor's bill.

5.4.7 All the bills should be submitted in duplicate i.e one original and one copy.

5.4.8 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.

5.4.9 The documents to be submitted along with bills in duplicate are as follows:

1. Invoice duly signed and stamped as per the Price bid Schedule
2. Supplier Signed and stamped Packing list

3. Signed OBL copy
4. Exchange rate certificate
5. Vessel qualification/ age/class certificate

5.4.10 Freight is payable on weight/measurement of the cargo whichever is higher.

5.4.11 Where ever freight is claimed on CBM/measurement, Packing List will be considered for final payment.

5.4.12 1 Ton = 1000Kgs and 1 CBM= 1 Ton

5.4.13 Minimum rate of 1 Ton/1 CBM shall be applicable for payment for cargo weighing/measuring less than one ton/CBM.

5.5 Other Charges payable by BHEL

5.5.1 Service tax as applicable shall be paid. Contractor should ensure that original invoice/ bill/ receipt in the name of BHEL is provided at the time of payment.

5.5.2 No port Congestion charges will be payable.

5.5.3 All the Bills like Freight Bills, Trucking and Handling, custom clearance charges etc must be in the name of BHEL

6.0 Time Limit for Submission of Bills

6.1 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.

6.2 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.

6.3 However, in case of any specific issue over which the contractor 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 contractor.

7.0 Risk Purchase:

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

- 7.1 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.
- 7.2 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving one month's 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
- 7.3 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.
- 7.4 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving one month's 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
- 7.5 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 8.0 **Observance Of Local Laws :**
- 8.1 The Contractor shall comply with all Laws, Statutory Rules, 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.
- 8.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable/levied on account of any of the operations connected with the execution of this contract.
- 8.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.
- 9.0 **Safety Of Men, Equipment, Material & Environment:**
- 9.1 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.

- 9.2 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.
- 9.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 9.4 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.
- 10.0 Contractor's responsibility for Insurance:**
- 10.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 10.2 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.
- 10.3 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.
- 10.4 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, 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 Contractor.
- 11.0 All Original Bill of lading**s should be issued as per UCP 600.
- 12.0** Use of tramper/ tramp services/tramp vessel is **prohibited**.
- 13.0 Force Majeure:** The following shall amount to force majeure conditions
- 13.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.

- 13.2 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.
- 13.3 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 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 Contractor the amount of any loss resulting from such cancellation, if the contractor 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 disfavor to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with BHEL.

15.0 Arbitration

- 15.1 If Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator i.e. HEAD ROD , BHEL, Mumbai or nominee appointed by him in writing. There will be no objection if the arbitrator so appointed is an employee of BHEL.
- 15.2 If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, BHEL, shall appoint another

- person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.
- 15.3 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- 15.4 The arbitration shall be conducted in line with the provisions Indian Arbitration and Conciliation Act, 1996. or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force
- 15.5 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.
- 15.6 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- 15.7 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 15.8 The place of Arbitration will be BHEL, ROD office, Mumbai.
- 16.0 Laws Governing The Contract:**
- 16.1 The contract shall be governed by the Indian Laws for the time being in force and only courts in Mumbai, India shall have jurisdiction over this contract.
- 17.0 Indemnity**
- 17.1 The Contractor shall indemnify and keep indemnified BHEL all losses, claims, demurrage, detention 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.
- 18.0 Security Deposit**
- 18.1 Successful bidder shall submit a percentage of the total contract value as security deposit within Seven days of issue of LOI for the contract
- 18.2 Up to Rs.10 lakhs – the security deposit is 10% of the contact value.
- 18.3 For 10 – 50 lakhs - the security deposit is Rs. 1 lakh plus 7.5% on amount exceeding Rs 10 lakhs of the total contract value.

- 18.4 For above 50 lakhs - the security deposit is Rs. 4 lakhs plus 5% on amount exceeding Rs 50 lakhs of the total contract value.
- 18.5 Security deposit may be made in any of the following ways:
- 18.5.1 Cash as permissible under IT Act
- 18.5.2 Local cheques of scheduled banks subject to realization
- 18.5.3 Securities available from post office such as National Savings certificate, Kisan Vikas Patras etc.
- 18.5.4 BG on scheduled bank / public financial institutions as defined in Companies Act as per BHEL's format
- 18.5.5 Fixed Deposit Receipt issued by scheduled bank / Public Financial Institution as defined in Companies Act. FDR should be in the name of the Contractor, A/c BHEL, duly discharged on the back.
- 18.5.6 Security deposit can also be recovered at the rate of 10% from the running bills. However in case at least 50% of the Security Deposit should be collected before start of the work and the balance 50 % may be recovered from the running bills
- 18.6 Securities / BG's shall be released after three **(3) months** of successful execution and completion of the contract.
- 19.0 Earnest Money Deposit**
- 19.1 The offers from the bidders shall enclose a EMD as Demand Draft in favor of BHEL as per Techno commercial Bid
- 19.2 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.
- 19.3 EMD of the Tenderer will be forfeited if:
- 19.3.1 After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rated.
- 19.3.2 The tenderer 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.
- 19.4 EMD of successful bidder can be adjusted towards part of the security deposit.

- 19.5 EMD of all unsuccessful bidders will be returned within a month of placement of LOI/Work Order on successful bidder.
- 19.6 EMD shall not carry any interest.
- 19.7 **Discrepancy In Words & Figures: Quoted In Offer**
- 19.8 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.
- 19.9 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
- 19.10 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 20.1 and 20.2 above.
- 19.11 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.
- 20.0 Requirements of Performance.**
- 20.1 All the permissions and Clearances or any other relevant authorization/indemnities from/to 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 enroute and consequences therefore including legal complications, if any.
- 20.2 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.
- 20.3 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 transshipment he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.

- 20.4 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.
- 20.5 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
- 20.6 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.
- 20.7 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.

21.0 Short – Landed Or Damaged Goods.

- 21.1 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 shall be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.
- 21.2 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.
- 21.3 The Contractor is responsible for safe transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.
- 21.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

22.0 Service During Post Contract Period

- 22.1 It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (*inclusive of extended period, if any*) for (3) Three months or till alternate arrangements are made, whichever is earlier.

- 22.2 In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from BHEL on this account.

23.0 Subletting Not Allowed

- 23.1 The contractor shall not sublet, transfer, or assign the contract or any part thereof. In case the contractor contravenes this condition, BHEL shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him.
- 23.2 The contractor shall not split or transfer to any other party any part of the contract during the currency of the contract.

24.0 Joint Survey

- 24.1 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.

25.0 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 www.bhel.com. The link for the same is available at http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf

26.0 BHEL Fraud prevention policy

"The bidder along with its associate/collaborators/sub-contractors/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. "

27.0 Reverse Auction

BHEL may adopt Reverse Auctioning amongst the technically qualified bidders to finalize the tender. 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 envelope. In case BHEL is unable to finalize the order through Reverse Auction for any reason whatsoever, the order would be finalized based on the sealed price bids.

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. Business rules will be provided to Bidders before starting RA. In case a Techno commercially acceptable vendor does not agree to participate in the Reverse Auction process, the same will be treated as withdrawal of the offer and their EMD will be forfeited.

Vendors are also warned against delay in participation and delaying the process of Reverse Auction.

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 V

FORMAT FOR TECHNO- COMMERCIAL BID

Sr No	Description	Remarks
I	Qualification Criteria	
A	Bidder must have an average annual turnover of the company of not less than Rs 1.03 Crores for the last three Years (i.e. for year 2012-13, 2013-14, 2014-15) Copy of CA certificate/copy of Balance sheet indicating details of turn over for each FY to be uploaded in e-portal.	Copy of CA certificate / copy of Balance sheet to be submitted
B	<p>Bidders must submit proof of having have successfully executed ocean freight contracts in last seven years (ending last day of month previous to the one in which the tender was due for opening) as per following</p> <p>(1) Three contracts of value not less than Rs 1.38 Crores each OR (2)Two contracts of value not less than Rs 1.72 Crores each OR (3)One contract of value not less than Rs 2.76 Crores</p> <p>NOTES :</p> <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>	Copies of contract / work order with satisfactory completion certificate from customer must be attached
C	The party should not have been referred to BIFR/NCTL or declared 'SICK' by any Statutory Authority	Self Certification on Company's Letter Head to be Submitted
D	The Bidder should not have been banned on business dealing by BHEL/Govt of India/any undertaking of Govt of India.	Self Certification on Company's Letter Head to be Submitted
The Offer of Parties not meeting above Qualification Criteria will be rejected		

II	Details to be Furnished	
E	EARNEST MONEY DEPOSIT: The Bidders, shall submit tenders with interest free EMD as per tender conditions by way of DD/Pay Order of Rs 200,000/- in favour of 'BHARAT HEAVY ELECTRICALS LIMITED' , Payable at Mumbai. Offers without EMD will be rejected.	(Details of the EMD to be provided here)
F	Vessel Qualification: Vessel will be provided as per General terms and conditions clause 9.0 to 11.00 and will be self geared to load/unload the heavy lifts mentioned in the packing list.	Agreed
G	<p>Transit Time :Total transit time permitted is 81 days worked out as under:</p> <p>21 Days : Time required by M/s Siemens to deliver the cargo at Load Port.</p> <p>60 days Ocean Carriage from Load Port to Discharge Port (Final IGM date)</p> <p><u>Total Transit time is 81 days.</u></p> <p>Start time : The intimation for cargo readiness by our supplier or BHEL to BHEL appointed freight forwarder.</p> <p>End time : Date of Final IGM at Discharge Port</p>	Agreed
H	TRANSIT DELAY: The transit delay beyond the permitted transit period (as per clause G above) shall attract a penalty of 5% 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 of the contractor	Agreed
I	Custom clearance of shipment at Haldia to be done by contractor/his CHA	Agreed
J	PAYMENT TERMS: As Specified in the tender.	Agreed
K	INDEMNITY: Contractor shall keep BHEL indemnified of all 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
L	ARBITRATION: As Specified in General Terms & Conditions	Agreed
M	FORCE MAJEURE: As specified in the General Terms & Conditions	Agreed
N	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
O	INSURANCE: Insurance from load port to discharge port will be in the scope of BHEL. However, in case of untoward incidence/accident on the way, insurance survey, opening and re-packing of cargo to be arranged by the CONTRACTOR. All documents, as required for filing claim by BHEL shall be arranged by contractor within the required time. Any incidental charges of survey, packing charges as reimbursed by the Underwriters after settlement of claim will be paid by BHEL.	Agreed
P	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	Agreed

	for war risk, pro rata, insurance for Hull machinery for the BHEL cargo may be considered for payment.	
Q	<p>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 deposit for poor performance of CONTRACTOR leading to cancellation of contract.</p> <p>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 15 days 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 15 days notice by registered post acknowledgement due or in person under delivery.</p>	Agreed
R	Transshipment of the cargo is not permitted	Agreed
S	<p>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 carried out in load port/country being main/sub contractor of BHEL.</p> <p>Service Tax in India shall be payable at actual wherever applicable. Invoice should be in the name of BHEL.</p>	Agreed
T	GOVT. RULES & REGULATIONS: CONTRACTOR to abide by all the rules and regulations related to Road/ ocean transportation, traffic, police, customs etc. These would include all levies, licences, and permits for operation in India / transit country / load port country. It is obligatory for CONTRACTOR to comply with regulating requirements in load port country are fully met before award of the contract.	Agreed
U	RISK PURCHASE: In the event of failure of CONTRACTOR to Ship the consignment offered to them within 15 days, BHEL reserves the right to use alternative source at their risk and cost and extra expenditure incurred if any shall be borne by the CONTRACTOR. CONTRACTOR shall ensure that the vessel is placed as per contract.	Agreed
V	<p>REVERSE AUCTION: The contractor accepts to participate in the Reverse Auction Process in line with the Business Rules.</p> <p>After the completion of RA, the final bidder will have to provide Price Break up of the Final Auctioned Price on prorata basis of the original price submitted.</p>	Agreed
W	Lifting Arrangements	Agreed

X	Contractor will provide Prior IGM for filing advance Bill of entry 48 hrs before the vessel ETA. The Contractor will provide clear 15 days notice to BHEL before arrival of vessel at discharge Port.	Agreed
Y	Offer Validity: The offer of bidders will be valid for 60 days for acceptance from due date of tender.	Agreed
Z	Submission of Security Deposit : The security deposit will be submitted within 3 days of issue of LOI	Agreed
AA	Loading of shipment on BHEL arranged vehicle at Discharge Port : It will be responsibility of the contractor to load the cargo on BHEL placed vehicle at discharge port	Agreed
AB	LIFTING BEAMS & ACCESSORIES: CONTRACTOR to arrange for lifting beams/spreader beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading for transshipment of the cargo both in India and overseas, if required.	Agreed

Seal of the Company & Date

Signature & Name of Shipping Agent

SECTION –VI

FORMAT FOR PRICE BID

PRICE BID A-1 For Lot-1

Ocean Freighting Charges from Rotterdam to Haldia

Sr No	Description	LOT No	Gr Wt In MT	CBM	FRT TON	Currency	Qty	Unit Rate	Unit	Total Value INR
a	b	c	d	e	f	g	h	i	j	(h) x (i) x Exchange Rate
1.	Turbine Section 10100000	I	128.000	112.36	128.00	USD	1 No		per piece	
2.	Turbine Section 20100000	I	180.000	173.62	180.00	USD	1 No		per piece	
3.	Upper Part 32270000	I	46.000	164.35	164.35	USD	1 No		per piece	
4.	Turbine Rotor 34000000	I	111.000	193.82	193.82	USD	1 No		per piece	
5.	Lower Part 32270000	I	89.000	179.89	179.89	USD	1 No		per piece	
6.	Stop/Control Valve 28015100	I	51.400	108.87	108.87	USD	1 No		per piece	
7.	Stop/Control Valve 28015200	I	51.400	108.87	108.87	USD	1 No		per piece	
8.	Stop/Control Valve 18015100	I	35.800	63.62	63.62	USD	1 No		per piece	
9.	Stop/Control Valve 18015200	I	35.800	63.62	63.62	USD	1 No		per piece	
10.	Assembly Tool	I	14.500	15.60	15.600	USD	1 No		per piece	
11.	Assembly Tool	I	3.490	8.23	8.230	USD	1 No		per piece	
12.	Stationary Blade Ring 32270000	I	7.500	18.93	18.930	USD	1 No		per piece	
13.	Stationary Blade Ring 32270000	I	7.500	18.93	18.930	USD	1 No		per piece	
14.	Cross Over Pipe	I	15.000	57.86	57.860	USD	1 No		per piece	
15.	Cross Over Pipe	I	4.200	23.82	23.820	USD	1 No		per piece	
16.	Cross Over Pipe	I	3.460	10.84	10.840	USD	1 No		per piece	
17.	Cross Over Pipe	I	6.200	14.60	14.600	USD	1 No		per piece	
18.	Turbine General Cargo	I	94.00	229.06	229.06	USD	229 FRT		Per Freight Ton	
(A) TOTAL PRICE (INR) (Sr No 1 to 18)										

PRICE BID A-2 For Lot-2

Ocean Freighting Charges from Rotterdam to Haldia

1.	Generator Rotor	II	81.500	63.17	81.50	USD	1 No		Per piece	
2.	Generator Stator	II	326.500	242.40	326.50	USD	1 No		Per piece	
3.	Shield Bearings	II	17.800	28.29	28.290	USD	1 No		Per piece	
4.	Shield Bearings	II	17.400	26.04	26.050	USD	1 No		Per piece	
5.	Cooler Head	II	23.600	45.92	45.920	USD	1 No		Per piece	
6.	H.V. Terminal Box	II	6.500	16.60	16.60	USD	1 No		Per piece	
7.	Generator General Cargo	II	36.24	125.05	125.05	USD	125 FRT		Per Freight Ton	
(A) TOTAL PRICE (INR) (Sr No 1 to 8)										

Note:

1. The above charges Includes coordination for Insurance survey at load port, Ocean Freighting , unloading /loading on Trailers/ Trucks placed/arranged by BHEL at discharge port ,custom clearance with all associated charges like stevedoring, slinging, stowing, stacking etc at both ends.

2. In case of **variations in Volume/Weight of Heavy Lifts/ ODC** as compared to the declarations in the packing list, the volume measured at Port will be considered for final payment of both the ocean freight and THC. **The variation in the Heavy lifts/ODC will be considered only if the same is beyond $\pm 10\%$ of declared weight or volume. The freight payment for variation beyond $\pm 10\%$ will be made prorata on the basis of quoted rate for weight and volume in the pkg list whichever is higher.** (Conversion factor Ocean freight:- 1CBM=1 MT(freight ton). For General cargo the payment will be made based on freight ton shipped.

3. Payment will be made in Indian Rupees by applying T.T. Selling rate between USD and Indian Re. of SBI prevailing on the date of final IGM at discharge port.

4. Service Tax will be payable as per the provisions of the Act.

SIGNATURE AND SEAL OF TENDERER

PRICE BID B

Custom Clearance Charges at Haldia

Sch	Description	LOT No	Currency	Value INR
P	b		c	e
1.	Lump sum Charges for Custom clearance activities for total cargo as per packing list at discharge port. These charges inclusive of filing of BE after approval of checklist, Processing in group, custom physical examination ,getting out of charge, Opening and packing of packages for custom examination or any minor repair /repacking, any documentation, Bond debit activities at Haldia custom for Project Import. Registration of High Sea sale contract at Haldia port. Licence debiting in case of items cleared under DEEC if required. Any amendment in BE/IGM/Manifest if applicable, obtaining permission for direct delivery from ship crane(Hook Delivery) from Port/customs etc . In INR etc. The shipment will be cleared under Project Import Registration. PI is likely to be registered at Nhava Sheva Custom.	LOT-1 (Turbine Packages)	INR	
		LOT-2 (Generator Packages)	INR	

PRICE BID C-1 For Lot-1

Schedule (III) Trucking and Handling Charges

Terminal Handling Charges: Discharge Port Trucking and Handling Charges : (1) Arranging the truck/trailer under hook of the vessel at discharge port (2) Unloading the cargo at nominated storage area at discharge port (3) Loading the cargo on BHEL placed vehicle at the time of dispatch to site/plant. These charges shall be payable only if Truck / Trailer is not arranged by BHEL for receiving the Package / Packages under hook of the vessel): This charges also includes the charges for loading the cargo on BHEL's vehicle from Discharge port nominated storage area while dispatch to site/plant.										
Sch	Description	LOT No	Gr Wt In MT	CBM	FRT TON	Currency	Qty	Unit Rate	Unit	Total Value INR
III	b	c	d	e	f	g	h	i	j	(h) x (i)
1.	Turbine Section 10100000	I	128.000	112.36	128.00	INR	1 No		per piece	
2.	Turbine Section 20100000	I	180.000	173.62	180.00	INR	1 No		per piece	
3.	Upper Part 32270000	I	46.000	164.35	164.35	INR	1 No		per piece	
4.	Turbine Rotor 34000000	I	111.000	193.82	193.82	INR	1 No		per piece	
5.	Lower Part 32270000	I	89.000	179.89	179.89	INR	1 No		per piece	
6.	Stop/Control Valve 28015100	I	51.400	108.87	108.87	INR	1 No		per piece	
7.	Stop/Control Valve 28015200	I	51.400	108.87	108.87	INR	1 No		per piece	
8.	Stop/Control Valve 18015100	I	35.800	63.62	63.62	INR	1 No		per piece	
9.	Stop/Control Valve 18015200	I	35.800	63.62	63.62	INR	1 No		Per piece	
10.	Assembly Tool	I	14.500	15.60	15.600	INR	1 No		Per piece	
11.	Assembly Tool	I	3.490	8.23	8.230	INR	1 No		Per piece	
12.	Stationary Blade Ring 32270000	I	7.500	18.93	18.930	INR	1 No		Per Piece	
13.	Stationary Blade Ring 32270000	I	7.500	18.93	18.930	INR	1 No		Per piece	
14.	Cross Over Pipe	I	15.000	57.86	57.860	INR	1 No		Per piece	
15.	Cross Over Pipe	I	4.200	23.82	23.820	INR	1 No		Per piece	
16.	Cross Over Pipe	I	3.460	10.84	10.840	INR	1 No		Per Piece	
17.	Cross Over Pipe	I	6.200	14.60	14.600	INR	1 No		Per piece	
18.	Turbine General Cargo	I	94.00	229.06	229.06	INR	229 FRT		Per Freight Ton	
(A) TOTAL PRICE (INR) (Sr No 1 to 18)										

PRICE BID C-2 For Lot-2

Schedule (III) Trucking and Handling Charges

1.	Generator Rotor	II	81.500	63.17	81.50	INR	1 No		Per piece	
2.	Generator Stator	II	326.500	242.40	326.50	INR	1 No		Per piece	
3.	Shield Bearings	II	17.800	28.29	28.290	INR	1 No		Per piece	
4.	Shield Bearings	II	17.400	26.04	26.050	INR	1 No		Per piece	
5.	Cooler Head	II	23.600	45.92	45.920	INR	1 No		Per piece	
6.	H.V. Terminal Box	II	6.500	16.60	16.60	INR	1 No		Per piece	
7.	Generator General Cargo	II	36.24	125.05	125.05	INR	125 FRT		Per Freight Ton	
(A) TOTAL PRICE (INR) (Sr No 1 to 7)										

Note:

- The charges for Trucking and Handling will be applicable if the Truck arranged by BHEL for receiving the Package / Packages under hook of the vessel, is not available. In that case contractor has to arrange unloading of cargo from vessel and have to store it to the nominated area of port. In no case vessel detention will be paid.
- Service Tax will be payable as per the provisions of the Act.

SIGNATURE AND SEAL OF TENDERER

PRICE BID D

Stool Charges

Price Item (BBU)	BBU Description	Gross weight in ton	Length m	Width m	Height m	Stool charges per day (Total Stool Charges per day)	No of Days	Total Value in INR
a	b	c	d	e	f	g	h	i = g X h
A1001	Turbine Section 10100000	128.0	7.97	3.85	3.71		7	
A1002	IP-Turbine	180.0	8.99	4.45	4.34		7	
A1003	LP-Turbine	89.0	6.99	6.65	3.87		7	
A1003	Lp Turbine	111.0	9.49	4.44	4.60		7	
A2001	Generator Rotor	81.5	14.52	1.96	2.22		7	
A2002	Generator Stator	326.5	12.38	4.45	4.40		7	
Total Stool Charges (for seven days)								

Note :-

- (1) For cargo more than **80 MT** per package, the package will be off loaded on stools in case BHEL does not provide vehicle for under hook delivery.
- (2) Contractor to decide the Number of stools required for above shipment and quote accordingly
- (3) Above stool charges are charges for Total Stool charges per day. i.e for example if for item A1002 total 8 stools are required then parties must quote total charges for 8 stools per day.
- (4) This stool charges will be applicable if BHEL does not take under hook delivery from vessel, and Heavy Lift pieces are required to offload in storage area on the hydraulic stool.
- (5) No of Days are for evaluation purpose only. The payment will be made as per actual days cargoes are placed on stools

Summary of Total Charges

Sr No	Price Bid No	Description	Charges in INR
1	A-1	Ocean freight charges from FOB Rotterdam to Haldia for LOT-1. (Turbine Packages)	
2	A-2	Ocean freight charges from FOB Rotterdam to Haldia for LOT-2. (Generator Packages)	
3	B	Custom Clearance Charges for LOT-1 & LOT-2	
4	C-1	Trucking and Handling charges for LOT-1 (Turbine Packages)	
5	C-2	Trucking and Handling charges for LOT-2 (Generator Packages)	
6	D	Stool Charges for Six No Heavy Lifts	
Total Charges in INR . Evaluation will be done on this Price. Reverse Auction will be done on this Price.			Sum of Sr NO 1 to 6

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/IMP/HW/IS-1560

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,

SIGNATURE AND SEAL OF TENDERER