


**TENDER FOR APPOINTMENT OF CONTRACTOR FOR
OCEAN FREIGHTING OF PROJECT CARGO FROM
ROTTERDAM TO CHENNAI PORT FOR ENNORE PROJECT.**

TENDER NO: RE/MUM/IMP/HW/IS-1820

	<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>
---	---

**LAST DATE OF SUBMISSION :12.07.2018
: 1530 Hrs**

CONTENTS

General Information

Section I Scope Of Work

Section II Special Instruction

Section III Special Condition

Section IV General Terms and Condition

Section V Format for Techno Commercial Condition

Section VI Format for Price Bid

Section VII Letter of compliance

Important Details of the Tender

Name and Contact Details of the Person for Queries in the Tender	(1) Vinayak Joglekar AGM, Imports, BHEL Phone : 022-22171300 vj@bhel.in (2) Pankaj G DGM, Imports, BHEL Phone : 022-22171377 Mobile : 7506089937 pankajg@bhel.in (3) Saket Bharadvaj Sr Engineer, Imports, BHEL Phone : 022-22171343 Mobile : 9619422502
EMD Amount	Rs 7,48,000/- (Seven Lakh Forty Eight Thousand Rupees)
Time Limit for EMD Submission	15:30 Hrs on 12/07/2018
Last Date of Submission of the Tender through e-Procurement system	12/07/2018, 1530Hrs.
Tender Opening Date	12/07/2018, 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://bhel.abcprocure.com/EPROC/>.

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 of abcprocure at 079-40270549/560/590 or BHEL representative, Mr. Saket Bharadvaj at 022-22171343. 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. 7, 48,000/- to be submitted through NEFT/RTGS only. The fund may be transferred to the following account.

BHEL Bank Account details:

Name: BHARAT HEAVY ELECTRICALS LTD

BANK: CITIBANK, FORT BRANCH

ACCOUNT NO: 0008279012

IFSC CODE: CITI0100000

MICR CODE: 400037002

EMD must be deposited 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 required documents uploaded online on E-Tendering Portal of BHEL at web address <https://bhel.abcprocure.com/EPROC/>

latest by **15:30 Hrs on the day of Tender submission date.** Please ensure to upload the clear scanned documents wherever are asked for in the tender and is required as part of technical bid on the portal. 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 duly signed and stamped on each page by authorized signatory, compliance letter on company's letter head, amendment if issued to the tender with sign and seal on each page. Hard copies of commercial offers shall not be accepted for evaluation.

3) Price Bid /Reverse Auction :-

The Price Bid is to be filled up through E-Tendering system only. Reverse Auction will be conducted for technically qualified parties by separate service provider. BHEL reserves the right to decide for going into Reverse auction.

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.

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 Chennai 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:

1	Details of Supplier:	M/s Siemens AG POSTTACH 3240 D-8520 Erlangen Germany BHEL Po No :B5V6080
---	-----------------------------	--

SCOPE OF WORK

(1) Ocean Freighting of Project Cargo from FOB Rotterdam Port to Chennai Port **(For Packing List Please refer Annexure - A, B and C)**

(2) 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 un loading the packages at nominated plot area. Re-loading the packages on BHEL vehicles from plot area will be the responsibility of Contractor. Heavy lift packages more than 80 MT must be placed on stool at plot area. Contractor to ensure that the plot area is rented before arrival of the vessel. (For Packing List Please refer Annexure - A, B and C)**

(3) Project cargo will arrive In India (Chennai port) in Three Lots as per below.

LOT No	Packages	FRT Ton	Ex Works Date as on Date	FOB date at Rotterdam as on Date
LOT1	Turbine & Generator Packages with its Accessories (As per annexure-A)	Approx 465.48	15-07-2018	29-07-2018
LOT2	Turbine & Generator Packages with its Accessories (As per annexure-B)	Approx 286.62	15-08-2018	29-08-2018
LOT3	Turbine & Generator Packages with its Accessories (As per annexure-C)	Approx 1203.77	25-09-2018	09-10-2018

Above dates are tentative dates only.

Annexure-A (LOT-1)

SI No	Item Description	Component	Language	Gross [kg]	Length [cm]	Width [cm]	Height [cm]	Volume [CBM]	HL, ODC, GC	Package Type
1	LP - Turbine	LP - Turbine	Lower Part 32270000	64,000	588	583	374	128.209	HL	Case
2	LP - Turbine	LP - Turbine	Upper Part 32270000	29,000	578	457	358	94.564	HL	Case
3	LP - Turbine	LP - Turbine	Turbine Rotor 34000000	69,000	870	318	318	87.978	HL	Skid
4	LP - Turbine	LP - Turbine	Guide Blade Carrier 32270000	4,200	300	158	166	7.868	GC	Case
5	LP - Turbine	LP - Turbine	Guide Blade Carrier 32270000	3,250	270	156	145	6.107	GC	Case
6	LP - Turbine	LP - Turbine	Stationary Blade Ring 32270000	3,650	353	205	93	6.730	GC	Case
7	LP - Turbine	LP - Turbine	Stationary Blade Ring 32270000	1,900	353	205	71	5.138	GC	Case
8	LP - Turbine	LP - Turbine	Coupling Bolts	315	98	53	41	0.213	GC	Case
9	LP - Turbine	LP - Turbine	Weights	23	48	38	38	0.069	GC	Case
10	LP - Turbine	LP - Turbine	Guide Bolts	200	250	29	38	0.276	GC	Case
11	Turbine Accessories I	Turbine Accessories I	MOUNTING HARDWAR ES FOR HOT REHEAT VALVES	2,360	186	143	142	3.777	GC	Case
12	Turbine Accessories I	Turbine Accessories I	holder	1,180	407	119	120	5.812	GC	Case
13	Turbine Accessories I	Turbine Accessories I	supports for main steam by-pass valves	1,940	354	78	95	2.623	GC	Case
14	Turbine Accessories I	Turbine Accessories I	Mounting Pipes	19	48	38	44	0.080	GC	Case
15	Cross Over Pipe	Cross Over Pipe	cross over pipe	8,000	614	218	324	43.368	ODC	Case
16	Cross Over Pipe	Cross Over Pipe	cross over pipe	3,900	269	191	318	16.339	ODC	Case
17	Cross Over Pipe	Cross Over Pipe	cross over pipe	6,000	359	228	259	21.200	ODC	Case
18	Cross Over Pipe	Cross Over Pipe	cross over pipe	3,600	290	233	222	15.001	GC	Case

19	Cross Over Pipe	Cross Over Pipe	compensat or for cross over pipe	4,080	276	256	183	12.930	ODC	Case
20	Cross Over Pipe	Cross Over Pipe	SUPPORT FOR CROSS-OVER	1,540	239	224	112	5.996	GC	Case
21	Cross Over Pipe	Cross Over Pipe	cross over pipe	180	207	206	26	1.109	GC	Case

Annexure-B (LOT-2)

S I N O	Item Description	Language 1	Gross [kg]	Length [cm]	Width [cm]	Height [cm]	Volume	HL,ODC,GC	Package Type
1	IP - Turbine	Turbine Section 20100000	1,80,000	899	445	434	173.624	HL	Skid
2	IP - Turbine	Extraction Shop	1,250	122	123	155	2.326	GC	Case
3	IP - Turbine	Extraction Shop	1,040	122	123	135	2.026	GC	Case
4	IP - Turbine	Seal Rings	405	122	123	135	2.026	GC	Case
5	IP - Turbine	Supporting Arms	2,000	244	122	83	2.471	GC	Case
6	IP - Turbine	Stud Bolts	1,100	160	122	73	1.425	GC	Case
7	IP - Turbine	Extraction Shop	450	122	122	73	1.087	GC	Case
8	IP - Turbine	Coupling Bolt	315	68	68	53	0.245	GC	Case
9	IP - Turbine	Thermocouples	27	68	48	43	0.140	GC	Case
10	LATS (C&I) Unit 1	I&C Equipment -	779	145	120	250	4.437	GC	Case
11	LATS (C&I) Unit 1	I&C Equipment -	771	145	120	250	4.437	GC	Case
12	LATS (C&I) Unit 1	I&C Equipment -	749	145	120	250	4.437	GC	Case
13	LATS (C&I) Unit 1	I&C Equipment -	700	145	120	250	4.437	GC	Case
14	LATS (C&I) Unit 1	I&C Equipment -	281	130	120	250	3.978	GC	Case
15	LATS (C&I) Unit 1	I&C Equipment -	810	145	110	250	4.067	GC	Case
16	LATS (C&I) Unit 1	I&C Equipment -	770	145	110	250	4.067	GC	Case
17	LATS (C&I) Unit 1	I&C Equipment -	742	145	110	250	4.067	GC	Case
18	LATS (C&I) Unit 1	I&C Equipment -	729	145	110	250	4.067	GC	Case
19	LATS (C&I) Unit 1	I&C Equipment -	490	210	120	150	3.780	GC	Case

20	LATS (C&I) Unit 1	I&C Equipment -	243	145	100	100	1.450	GC	Case
21	LATS (C&I) Unit 1	I&C Equipment -	109	95	85	85	0.686	GC	Case
22	LATS (C&I) Unit 1	I&C Equipment -	23	65	40	50	0.130	GC	Case
23	LATS (C&I) Unit 1	I&C Equipment -	6	30	25	30	0.023	GC	Case
24	LATS (C&I) Unit 2	I&C Equipment -	576	138	109	250	3.821	GC	Case
25	LATS (C&I) Unit 2	I&C Equipment -	576	138	109	250	3.821	GC	Case
26	LATS (C&I) Unit 2	I&C Equipment -	576	138	109	250	3.821	GC	Case
27	LATS (C&I) Unit 2	I&C Equipment -	576	138	109	250	3.821	GC	Case
28	LATS (C&I) Unit 2	I&C Equipment -	576	138	109	250	3.821	GC	Case
29	LATS (C&I) Unit 2	I&C Equipment -	576	138	109	250	3.821	GC	Case
30	LATS (C&I) Unit 2	I&C Equipment -	576	138	109	250	3.821	GC	Case
31	LATS (C&I) Unit 2	I&C Equipment -	576	138	109	250	3.821	GC	Case
32	LATS (C&I) Unit 2	I&C Equipment -	576	138	109	250	3.821	GC	Case
33	LATS (C&I) Unit 2	I&C Equipment -	418	185	140	160	4.144	GC	Case
34	LATS (C&I) Unit 2	I&C Equipment -	458	200	125	149	3.725	GC	Case
35	LATS (C&I) Unit 2	I&C Equipment -	447	200	162	137	4.439	GC	Case
36	LATS (C&I) Unit 2	I&C Equipment -	267	150	80	130	1.560	GC	Case
37	LATS (C&I) Unit 2	I&C Equipment -	226	140	100	100	1.400	GC	Case
38	LATS (C&I) Unit 2	I&C Equipment -	127	93	68	86	0.544	GC	Case
39	LATS (C&I) Unit 2	I&C Equipment -	50	87	78	65	0.441	GC	Case
40	LATS (C&I) Unit 2	I&C Equipment -	19	60	45	40	0.108	GC	Case

Annexure-C (LOT-3)

SI No	Item Description	Language 1	Gross [kg]	Length [cm]	Width [cm]	Height [cm]	Volume	HL,ODC,GC	Package Type
1	HP - Turbine	Turbine Section 10100000	1,28,000	797	380	371	112.361	HL	Skid
2	HP - Turbine	Base Plates	13,600	445	297	118	15.595	ODC	Case
3	HP - Turbine	Turning Pedestals	5,800	316	232	104	7.624	GC	Case

4	HP - Turbine	Supports	3,300	376	277	79	8.228	ODC	Case
5	HP - Turbine	Wrenches	255	160	85	73	0.993	GC	Case
6	HP - Turbine	Coupling Bolts	70	48	38	44	0.080	GC	Case
7	HP - Turbine	Measurement Inserts	32	68	48	43	0.140	GC	Case
8	HP - Turbine	Varnish	8	42	32	40	0.054	GC	Case
9	HP - Turbine	BALANCING BOLTS	16	48	38	38	0.069	GC	Case
10	Turbine Valves	Stop/Control Valve 28015100	51,400	621	487	360	108.874	HL	Case
11	Turbine Valves	Stop/Control Valve 28015200	51,400	621	487	360	108.874	HL	Case
12	Turbine Valves	Stop/Control Valve 18015100	35,800	464	451	303	63.407	HL	Case
13	Turbine Valves	Stop/Control Valve 18015200	35,800	464	451	303	63.407	HL	Case
14	Turbine Valves	actuator	6,500	257	254	251	16.385	ODC	Case
15	Turbine Valves	actuator	6,800	257	254	211	13.774	ODC	Case
16	Turbine Valves	actuator	1,700	338	139	163	7.658	GC	Case
17	Turbine Valves	Stop/Control Valve 18015500	3,500	292	182	127	6.749	GC	Case
18	Turbine Valves	Hexagon Head Screws	44	48	38	38	0.069	GC	Case
19	Turbine Valves	Seal Rings	31	48	38	38	0.069	GC	Case
20	Turbine Valves	Socket Head Screws	27	48	38	38	0.069	GC	Case
21	Generator Rotor	Rotor	81,500	1,452	196	222	63.179	HL	Skid
22	Generator (excl. Rotor)	Generator	3,26,500	1,240	445	440	242.792	HL	Skid
23	Generator Accessories	Bearing Brackets EE	17,600	397	302	236	28.295	ODC	Case
24	Generator Accessories	Bearing Brackets TE	17,200	397	278	236	26.046	ODC	Case
25	Generator Accessories	Cooler Head	23,400	455	463	218	45.925	HL	Case
26	Generator Accessories	Lead Box	6,300	356	262	178	16.602	ODC	Case
27	Generator Accessories	Assembly Supports	4,400	299	204	175	10.674	GC	Case
28	Generator Accessories	Baffle Ring	1,800	206	186	173	6.629	GC	Case
29	Generator Accessories	Primary water tank	6,000	1,035	232	161	38.659	ODC	Case
30	Generator Accessories	Platforms	1,250	536	161	140	12.081	GC	Case

31	Generator Accessories	Coolers	5,950	477	226	135	14.553	GC	Case
32	Generator Accessories	Hose Lines	1,130	160	122	135	2.635	GC	Case
33	Generator Accessories	Sheets	1,700	244	122	134	3.989	GC	Case
34	Generator Accessories	Lifting Slings	2,200	307	161	100	4.943	GC	Case
35	Generator Accessories	Bow	1,150	341	151	91	4.686	GC	Case
36	Generator Accessories	Assembly Supports	530	160	85	85	1.156	GC	Case
37	Generator Accessories	Bearings	1,560	244	122	81	2.411	GC	Case
38	Generator Accessories	Supports	345	122	71	81	0.702	GC	Case
39	Generator Accessories	Hoods	95	122	71	81	0.702	GC	Case
40	Generator Accessories	Insulation Parts	315	122	89	75	0.814	GC	Case
41	Generator Accessories	Junction Boxes	630	244	122	73	2.173	GC	Case
42	Generator Accessories	Sheets	390	244	122	73	2.173	GC	Case
43	Generator Accessories	Connection Halves	820	160	122	73	1.425	GC	Case
44	Generator Accessories	Covers	760	160	122	73	1.425	GC	Case
45	Generator Accessories	Seal Covers	650	160	122	73	1.425	GC	Case
46	Generator Accessories	Lifting Slings	520	160	122	73	1.425	GC	Case
47	Generator Accessories	Seal Brackets	880	122	122	73	1.087	GC	Case
48	Generator Accessories	Bows	700	122	122	73	1.087	GC	Case
49	Generator Accessories	Flex Connectors	580	122	122	73	1.087	GC	Case
50	Generator Accessories	Labyrinth Rings	260	122	122	73	1.087	GC	Case
51	Generator Accessories	Bearing Brackets	210	135	135	65	1.185	GC	Case
52	Generator Accessories	Air Gap Seal Maching	360	196	180	61	2.152	GC	Case
53	Generator Accessories	H.V. Bushings	1,350	193	177	61	2.084	GC	Case
54	Generator Accessories	Seal Rings	85	68	68	43	0.199	GC	Case
55	Generator Accessories	Hose Lines	21	68	48	43	0.140	GC	Case
56	Generator Accessories	Profiles	90	98	53	41	0.213	GC	Case
57	Generator Accessories	Plates	20	48	38	38	0.069	GC	Case
58	Generator Accessories	Connection Heads	16	48	38	38	0.069	GC	Case

59	Generator Accessories	Slide Plate	265	794	59	28	1.312	GC	Case
60	Generator Accessories	Brush Holder	20	160	20	27	0.086	GC	Case
61	Generator Accessories	Unions	3	31	16	17	0.008	GC	Case
62	HAZARDOUS GOODS	03/19 Lube Oil	36	68	48	53	0.173	GC	Case
63	HAZARDOUS GOODS	03/19 Lube Oil	35	68	48	53	0.173	GC	Case
64	HAZARDOUS GOODS	11/19 Channel Sealant	22	48	38	44	0.080	GC	Case
65	HAZARDOUS GOODS	Reserve Oil	18	48	38	44	0.080	GC	Case
66	HAZARDOUS GOODS	Epoxidharz Eoikote 828	19	60	40	40	0.096	GC	Case
67	HAZARDOUS GOODS	Hardener Euredur350	12	40	40	40	0.064	GC	Case
68	HAZARDOUS GOODS	Hardener Epikure EPR 110	11	40	40	40	0.064	GC	Case
69	HAZARDOUS GOODS	PTFE Spray	9	40	40	40	0.064	GC	Case
70	HAZARDOUS GOODS	10/17 EP.Res.Priming Coat	18	42	32	40	0.054	GC	Case
71	HAZARDOUS GOODS	10/19 Leakage Test Agent	13	42	32	40	0.054	GC	Case
72	HAZARDOUS GOODS	05/18 Varnish	11	42	32	40	0.054	GC	Case
73	HAZARDOUS GOODS	05/17 EP-Catalyst	10	42	32	40	0.054	GC	Case
74	HAZARDOUS GOODS	08/17 Assembly Lubricant	9	42	32	40	0.054	GC	Case
75	HAZARDOUS GOODS	02/18 Sealing Compound	8	42	32	40	0.054	GC	Case
76	HAZARDOUS GOODS	11/16 Varnish	8	42	32	40	0.054	GC	Case
77	HAZARDOUS GOODS	12/16 Varnish	8	42	32	40	0.054	GC	Case
78	HAZARDOUS GOODS	Adhesive	8	42	32	40	0.054	GC	Case
79	HAZARDOUS GOODS	10/16 Sealing Compound	8	42	32	40	0.054	GC	Case
80	HAZARDOUS GOODS	12/17 Sealing Compound	7	42	32	40	0.054	GC	Case
81	HAZARDOUS GOODS	06/17 Assembly Lubricant	7	42	32	40	0.054	GC	Case
82	HAZARDOUS GOODS	08/16 Hardener	7	42	32	40	0.054	GC	Case
83	HAZARDOUS GOODS	06/17 Adhesive	7	42	32	40	0.054	GC	Case
84	HAZARDOUS GOODS	08/17 Adhesive	7	42	32	40	0.054	GC	Case
85	HAZARDOUS GOODS	05/19 Channel Sealant	20	48	38	38	0.069	GC	Case

86	HAZARDOUS GOODS	Grease	19	48	38	38	0.069	GC	Case
87	HAZARDOUS GOODS	11/16 Resin	18	48	38	38	0.069	GC	Case
88	HAZARDOUS GOODS	02/18 Filler	15	48	38	38	0.069	GC	Case
89	HAZARDOUS GOODS	02/18 Filler	14	48	38	38	0.069	GC	Case
90	HAZARDOUS GOODS	02/18 Filler	14	48	38	38	0.069	GC	Case
91	HAZARDOUS GOODS	adhesive	1	22	22	23	0.011	GC	Carton
92	HAZARDOUS GOODS	adhesive	1	22	22	23	0.011	GC	Carton
93	HAZARDOUS GOODS	adhesive	1	22	22	23	0.011	GC	Carton
94	HAZARDOUS GOODS	adhesive	1	22	22	23	0.011	GC	Carton
95	HAZARDOUS GOODS	adhesive	1	18	16	23	0.007	GC	Carton
96	HAZARDOUS GOODS	09/20 Grease	4	31	16	17	0.008	GC	Case
97	HAZARDOUS GOODS	07/16 Resin	4	31	16	17	0.008	GC	Case
98	HAZARDOUS GOODS	01/18 Hardener	3	31	16	17	0.008	GC	Case
99	HAZARDOUS GOODS	10/17 Silicone	3	31	16	17	0.008	GC	Case
100	HAZARDOUS GOODS	10/21 Epoxy Resin	3	31	16	17	0.008	GC	Case
101	HAZARDOUS GOODS	02/19 Hardener	3	31	16	17	0.008	GC	Case
102	HAZARDOUS GOODS	08/17 Epoxy Resin	3	31	16	17	0.008	GC	Case
103	HAZARDOUS GOODS	07/16 Hardener	3	31	16	17	0.008	GC	Case
104	HAZARDOUS GOODS	10/17 Silicone	3	31	16	17	0.008	GC	Case
105	HAZARDOUS GOODS	Grease	3	31	16	17	0.008	GC	Case
106	HAZARDOUS GOODS	02/18 Thread Locker	3	31	16	17	0.008	GC	Case
107	HAZARDOUS GOODS	09/20 Grease	3	31	16	17	0.008	GC	Case
108	HAZARDOUS GOODS	Adhesive	3	31	16	17	0.008	GC	Case
109	HAZARDOUS GOODS	04/18 Thread Locker	2	31	16	17	0.008	GC	Case
110	HAZARDOUS GOODS	06/17 Thread Locker	2	31	16	17	0.008	GC	Case
111	HAZARDOUS GOODS	Grease	2	31	16	17	0.008	GC	Case
112	HAZARDOUS GOODS	03/17 Thread Locker	2	31	16	17	0.008	GC	Case
113	HAZARDOUS GOODS	11/17 Thread Locker	2	31	16	17	0.008	GC	Case

114	HAZARDOUS GOODS	04/18 Thread Locker	2	31	16	17	0.008	GC	Case
115	HAZARDOUS GOODS	04/18 Thread Locker	2	31	16	17	0.008	GC	Case
116	HAZARDOUS GOODS	Adhesive	2	31	16	17	0.008	GC	Case

- 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

Notes for Detailed Scope of Works

:

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 subject to a variation of **$\pm 10\%$** . Some cargo of the packing list are 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 contractor/BHEL at Discharge Port. **The payment for General Cargo will be made according to actual freight ton freighted (imported)**

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 15 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 15 days notice to supplier/his agent to enable them deliver the cargo on FOB terms at the load Port to match the vessel nominated by the contractor. *(This is to ensure cargo is available at load Port before vessel arrival to avoid situations of "DEAD FREIGHT". The contractor has to suitably coordinate with supplier/his agent to ensure the same.)*. BHEL under no circumstances will pay Dead Freight.

The lay can of the vessel should be within the 15 days of supplier's/BHEL intimation of cargo readiness. *.However the contractor / his load port associate must ensure close co-ordination with Siemens and ensure the nature, volume and availability of the cargo and place vessel accordingly to avoid situations of " DEAD FREIGHT")*.

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. 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.
17. 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.
18. Hook-on/Hook-off at Discharging Port shall be to the Contractor's account. Loading and discharging of the Cargo at discharge Port including Stevedoring Operations shall be the responsibility of the Contractor's.
19. 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.
20. 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.
21. 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.
22. Payment of Wharfage and demurrage of cargo, if applicable at discharge port will be paid by BHEL.
23. 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.
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 **80 MT** per package, the package will be off loaded on stools in case BHEL does not provide vehicle for under hook delivery.
26. It will be responsibility of the contractor for safe discharge of all items at discharge port.

27. 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 60 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 to 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.

12.0 Instruction for MSE Suppliers

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure I where deemed validity of EM II certificate of 5 years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I incase of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-Procurement Portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer.

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. The offers will be evaluated on the basis of the total value of the Price Bid. Break up of final prices after reverse auction should be in line with that given in the initial bid of Reverse Auction.**
- 4. 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.**
- 5. 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.**
- 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.**

SIGNATURE AND SEAL OF TENDERER

SECTION –III
SPECIAL CONDITIONS

Transit Time :Total transit time permitted is 55 days worked out as under:

- a. 15 Days : Time Required for M/s Siemens to deliver the cargo at Load Port**
- b. 40 days Ocean Carriage from Load Port to Discharge Port (Final IGM date)**

Total Transit time is 55 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

Important Clause: In case the initiation of the execution of contract is delayed beyond the maximum transit penalty condition then Risk Purchase Clause 7.0 of Section IV will be applicable with immediate effect without any notice from BHEL.

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)
 - iii. For the list of Current IACS Members and associate members refer to the IACS website at www.iacs.org.uk

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.** The successful bidder should insure that vessel should have suitable crane facility for handling such type of heavy lift cargo
- 4. 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.

5. 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.
6. Stevedoring charges if any at both the Load and Discharge Port shall be on Contractor's account.
7. 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 (including taxes) per week of delay or part thereof subject to maximum of 10% of the Ocean Freight value for the shipment.

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

(1) PAYMENT TERMS:

- a. 100% payment of the ocean freight charges of each lot in Indian Rupees will be made by BHEL, ROD, Mumbai after adjustment of penalty, if any, within ten working days of filing of Final IGM at Chennai port or receipt of original freight invoice along with required documents, whichever is later. No %Delivery Order+ (DO) charges shall be payable..
- b. The charges for Trucking and Handling of each lot will be paid after all the packages are loaded on BHEL placed vehicle at storage area and BHEL vehicle is discharged from Gate of the Port.
- 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 or any other issues*).
- 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.

SECTION V

GENERAL TERMS AND CONDITIONS

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

- 1.1 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

All the Bills like Freight Bills, THC, etc must be in the name of BHEL, ROD Mumbai having GSTN as 27AAACB4146P3ZD.

If invoice is not in the name of "BHEL, ROD Mumbai", 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

5.3 Freight payment:-

- 5.3.1 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 final IGM will be considered. In case there is a bank holiday on final IGM 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.
- 5.3.2 100% payment of the charges will be made by BHEL by Cheque / RTGS against the bill submitted with all documents from BHEL after issue of DO.
- 5.3.3 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.
- 5.3.4 The detention charges after free period of 14 days shall be paid to the shipping company against the original bill of shipping company. The rate of the detention charges of the containers shall be as per the tariff of the shipping company and the exchange rate shall be as per the bills of the shipping company. Tariff is to be provided by the shipping line through contractors.
- 5.3.5 Contractor shall issue CAN immediately on filing of prior entry IGM by the Liner/ Carriers
- 5.3.6 TDS as applicable will be recovered from contractor's bill.
- 5.3.7 All the bills should be submitted in duplicate i.e one original and one copy.
- 5.3.8 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.
- 5.3.9 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. Packing list
 3. BL copy

4. Exchange rate certificate
5. Vessel qualification/ age/class certificate

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

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

5.3.12 1 Ton = 1000Kgs and 1 CBM= 1 Ton

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

5.4 Other Charges payable by BHEL

5.4.1 GST 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.

5.4.2 No port Congestion charges will be payable.

5.4.3 All the Bills like Freight Bills, THC, IHC, DO, Detention etc must be in the name of BHEL.

If invoice is not in the name of "BHEL", the GST will not be reimbursed to contractor

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 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.
- 7.3 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
- 7.4 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 7.5 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 freight forwarder to carry out the work further.

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

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

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

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

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

15.6 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.

15.7 In case of contract with Public Sector Enterprise (PSE) or a Government Department

: In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the

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

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 5% of the total contract value as security deposit within Three days of issue of LOI for the contract.

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

18.2 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)

18.2.1 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.

18.2.2 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's 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.

19.0 Earnest Money Deposit

19.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in Electronic Fund Transfer credited in BHEL account (before tender opening)

19.2 EMD of the Tenderer will be forfeited if:

19.2.1 After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

19.2.2 The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract

19.2.3 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 by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

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

19.4 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.

19.5 EMD shall not carry any interest.

20.0 Discrepancy In Words & Figures: Quoted In Offer

20.1 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.

20.2 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

20.3 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 20.1 and 20.2 above.

20.4 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.

21.0 Requirements of Performance.

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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.
- 21.5 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
- 21.6 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.
- 21.7 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.

22.0 Short – Landed Or Damaged Goods.

- 22.1 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.
- 22.2 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.
- 22.3 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.

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

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 bhel website www.bhel.com. The link for the same is available at

http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.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. For more information please refer

http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf

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.

During reverse auction, 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.

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 112.2 Lakhs for the last three Years (i.e. for year 2015-16, 2016-17, 2017-2018) Copy of CA certificate/copy of Balance sheet indicating details of turn over for each FY to be uploaded in e-portal. If Balance sheet for 2017-18 is not audited, vendor can submit the balance sheet for the year of 2014-15	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 149.60 Lakh each</p> <p align="center">OR</p> <p>(2)Two contracts of value not less than Rs 186.98 Lakh each</p> <p align="center">OR</p> <p>(3)One contract of value not less than Rs 299.20 Lakh</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	EARNEST MONEY DEPOSIT: The Bidders, shall submit tenders with interest free EMD as per tender conditions by way of NEFT/RTGS of Rs 7.48 Lakh/- in account of 'BHARAT HEAVY ELECTRICALS LIMITED' . Offers without EMD will be rejected.	(Details of the EMD to be provided here)
D	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
E	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

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	TRANSIT DELAY: The transit delay beyond the permitted transit period 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
H	PAYMENT TERMS: As Specified in the tender.	Agreed
I	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
J	ARBITRATION: As Specified in General Terms & Conditions	Agreed
K	FORCE MAJEURE: As specified in the General Terms & Conditions	Agreed
L	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
M	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
N	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

O	<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
P	<p>Transhipment of the cargo is not permitted</p>	Agreed
Q	<p>TAXES: All taxes on 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>GST in India shall be payable at actual wherever applicable. Invoice should be in the name of %BHEL,ROD Mumbai+</p>	Agreed
R	<p>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.</p>	Agreed
S	<p>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.</p>	Agreed
T	<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
U	<p>Lifting Arrangements</p>	Agreed
V	<p>The Contractor will provide clear 15 days notice to BHEL before arrival of vessel at discharge Port.</p>	Agreed

W	Offer Validity: The offer of bidders will be valid for 60 days for acceptance from due date of tender.	Agreed
X	Submission of Security Deposit : The security deposit will be submitted within 3 days of issue of LOI	Agreed
Y	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**

**Ocean Freighting & Terminal Handling Charges from Rotterdam to
Chennai Port**

Sl No	Scope	Description	Gross Weight [kg]	Volume	Freight Ton	Currency	Quantity	Unit	Rate
1	Ocean freighting	Lower Part 32270000	64,000	128	128.2	USD	1	Per piece	
2		Upper Part 32270000	29,000	95	94.6	USD	1	Per piece	
3		Turbine Rotor 34000000	69,000	88	88.0	USD	1	Per piece	
4		Turbine Section 20100000	1,80,000	174	180	USD	1	Per piece	
5		Generator	3,26,500	243	327	USD	1	Per piece	
6		Turbine Section 10100000	1,28,000	112	128	USD	1	Per piece	
7		Stop/Control Valve 28015100	51,400	109	109	USD	1	Per piece	
8		Stop/Control Valve 28015200	51,400	109	109	USD	1	Per piece	
9		Rotor	81,500	63	82	USD	1	Per piece	
10		Stop/Control Valve 18015100	35,800	63	63	USD	1	Per piece	
11		Stop/Control Valve 18015200	35,800	63	63	USD	1	Per piece	
12		Cooler Head	23,400	46	46	USD	1	Per piece	
13		General & ODC Cargo	187	539	539	USD	539	PER Freight Ton	
14	Terminal Handling	Lower Part 32270000	64,000	128	128.2	INR	1	Per piece	
15		Upper Part 32270000	29,000	95	94.6	INR	1	Per piece	
16		Turbine Rotor 34000000	69,000	88	88.0	INR	1	Per piece	
17		Turbine Section 20100000	1,80,000	174	180	INR	1	Per piece	
18		Generator	3,26,500	243	327	INR	1	Per piece	

19	Turbine Section 10100000	1,28,000	112	128	INR	1	Per piece	
20	Stop/Control Valve 28015100	51,400	109	109	INR	1	Per piece	
21	Stop/Control Valve 28015200	51,400	109	109	INR	1	Per piece	
22	Rotor	81,500	63	82	INR	1	Per piece	
23	Stop/Control Valve 18015100	35,800	63	63	INR	1	Per piece	
24	Stop/Control Valve 18015200	35,800	63	63	INR	1	Per piece	
25	Cooler Head	23,400	46	46	INR	1	Per piece	
26	General & ODC Cargo	187	539	539	INR	539	PER Freight Ton	
Total								

Terminal 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) Reloading 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. Above charges will be payable if BHEL is unable to take the under hook delivery of the packages.**

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. No charges for stools shall be payable
- (3) No other shipping line charges will be payable
- (4) Evaluation will be done on Total Cost to BHEL in INR
- (5) All taxes as applicable.
- (6) No other shipping line charges will be payable
- (7) For Evaluation purpose the SBI TT Selling exchange rate on the day of Technical opening will be considered

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-1820

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