

सेवा में,

एम _____

प्रिय मोहदय / महोदया,

विषय: भेल के आयात के लिए कंटेनर फ्रेट स्टेशन की नियुक्ति के लिए निविदा

भारत हेवी इलेक्ट्रिकल्स लिमिटेड एक उर्जा उपकरण विनिर्माण कंपनी है और इंजीनियरिंग माल को आयात करना चाहते हैं. आपको सबसे प्रतिस्पर्धीत प्रस्ताव निम्नलिखित शर्तों पर उपरोक्त विषय के परिवहन के लिए आमंत्रित करते हैं.

निविदा मे निम्नलिखित शामिल हैं

- | | |
|-------------------------------|------------|
| (1) योग्यता संबंधी आवश्यकताओं | - खंड -I |
| (2) कार्य का क्षेत्र | - खंड-II |
| (3) निविदाकारो के लिए निर्देश | - खंड-III |
| (4) तकनीकी वाणिज्यिक शर्तें | - खंड-IV |
| (5) सामान्य नियम और शर्तें | - खंड-V |
| (6) मूल्य बोली | - खंड-VI |
| (7) अनुपालन पत्र | - खंड-VII |
| (8) इंटैग्रेटी पैकट करार | - खंड-VIII |

निविदाकारो को सलाह दी जाती है कि अपने सबसे प्रतिस्पर्धी, सभी तरह से पूरा और किसी भी डिविएशन के बिना जमा करें. निविदा पेशकश कि देय तिथि से स्वीकृति के लिए 60 दिन के लिए वैध रहेगा. निविदा तीन लिफाफों में जमा की जानी चाहिए " निविदाकारो के लिए निर्देश – खंड-III". तकनीकी प्रस्ताव मे सभी आवश्यकताओ का पालन करना चाहिए. किसी डिविएशन के साथ प्रस्ताव अस्वीकार कर दिया जाएगा और उन निविदाकारो के वित्तीय प्रस्ताव को नहीं खोला जाएगा.

प्रस्ताव सील बंद लिफाफे के रूप में जमा करें. प्रस्ताव 21/06/2013 को 15.00 बजे से पहले हमारे कार्यालय में 15 वीं मंजिल पर रखा निविदा- बॉक्स में डालना चाहिए. निविदा में अगर आप भाग नहीं ले रहे हैं तो हमें कृपया खेद पत्र भेजे. सफल निविदाकार अनुबंधन के पूरा करने के लिए जिम्मेदार होगा.

तकनीकी वाणिज्यिक प्रस्ताव (भाग-I) दिनांक 21/06/2013 को 15.30 बजे टेंडर्स की उपस्थिति में खोला जाएगा.

जिनकि तकनीकी वाणिज्यिक प्रस्तावों परिपूर्ण है उन्ही कि वित्तीय बोली खोली जाएगी. भेल को को वित्तीय बोली उल्टी नीलामी के माध्यम से तय करने का पुर्न अधिकार है.

शुभ कामनाए

भारत हेवी इलेक्ट्रिकल्स लिमिटेड के लिए

वरिष्ठ प्रबंधक (आयात)

सहपत्र: अनुबंध के खंड -I से VIII और सामान्य जानकारी.

No. RE/MUM/IMP/AC/IS-1303

Date: 30/05/2013

To

M/s _____

Dear Sirs,

Sub: Tender for finalization of single CFS for FCL container cargo imported via Nhava Sheva port

BHEL, a Govt.of India undertaking, a “Maharatna” Company catering to the core sectors of the Indian economy viz Power, Industry, infrastructure etc. invites you to participate in the above tender.

BHEL invites offers from Container freight Stations for movement of above mentioned cargo to their CFS. The tender comprises of

1.	Essential Qualification Requirement	SECTION – I
2.	Scope of Work	SECTION - II
3.	Instruction to bidders	SECTION -III
4.	Techno – Commercial condition	SECTION -IV
5.	General Terms and Conditions	SECTION –V
6.	Price Bid	SECTION –VI
7.	Compliance Letter	SECTION –VII
8.	Integrity Pact Agreement	SECTION –VIII

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for 60 days for acceptance from the due date of tender. Tender should be submitted in **three** envelopes as stated in “Instruction to bidders - SECTION - III“. The technical offer should comply with the all tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened.

Bidders must submit the sealed envelope as above on or before 15.00 Hrs up to 21/06/2013 in the tender box kept on 15th Floor in our Office. Kindly forward your regret letter in the event of non participation in the tender. Successful bidder shall be responsible for completion of the contract in all respect. Essential qualification requirement (EQR) offers (Envelope-1) shall be opened in presence of Bidders on 21/06/2013 at 15.30 Hrs. The Price bids of qualified bidder in Essential qualification requirement and techno commercial bid shall be opened. The qualified bidders will be communicated for attending the Price bid opening.

Thanking you,

Yours faithfully

For **BHARAT HEAVY ELECTRICALS LIMITED**

Sr. Manager (Imports)

Encl: Section I to IX and General Information.

GENERAL INFORMATION

BHEL intends to finalize a CFS/contractor for in and around Nhava Sheva Port for period of one years to provide all import service in their CFS yards with a provision for extension by another one year at the sole discretion of BHEL.

Names and addresses of the contact persons for this tender are

Sn	Name and Address	Phone Nos. & Email
1	<p>BHEL ROD Mumbai Mr S W Varne Addl. General Manager,</p> <p>Mr. S.D. Shikhare Sr. Manager</p> <p>Material Services Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14, 15th Floors, World Trade Center, Cuffe Parade,Mumbai</p>	<p>Ph No. 022 22171320 Ph No. 022 22171321 Email : varne@bhelrmb.co.in</p> <p>Ph. No. 022 22171302 Fax No. 022 22180748 Email: sds@bhelrmb.co.in</p>
2	No of TEUs imported by BHEL per annum	2964 TEUs
3	Name of the independent External Monitor	Shri J M Lyngdoh, IAS (Retd.) Plot No. 144-145, Pragati Resort, Proddator Village & P.O., Shankarpally Road, Rangareddy Distt. (AP)- 500 033

SECTION – I**Essential Qualification Requirement (EQR)***(To be enclosed in EQR bid- envelope -I)*

The Qualifying Requirements for CFS are as under:

1. Letter of Intent/s issued to the CFS by the Infrastructure Division in the Ministry of Commerce. Notarized copy to be enclosed.
2. Should have minimum 5 years in operation after date of Letter of Intents issued to the applicants by the Infrastructure Division in the Ministry of Commerce.
3. The party should have handled minimum 10000 TEUs in the year 2012-13. CA certificate required. In case the accounts of 2012-13 are yet to be finalized then certificate for 2011-12 may be submitted by the parties. CA certificate should contain details as the format enclosed in Application form, clause 10 in section-I.
4. Average Annual Turnover of the company for CFS activities should **not be less than Rs 6 Crores** during last three years. A certificate from the firm of Chartered Accountants confirming the same is to be enclosed.
5. The parties must have a positive net worth in year 2012-13. If audited data is not available then previous year 2011-12 should be given.
6. The parties must have earned net profit in last one Financial Year (2012-13). If audited data is not available then previous year 2011-12 should be given.
7. Current Ratio must be greater than 1.
8. Should have valid OHSAS certificate or ISO 14001.
9. CFS yard has been using RFIDs to quickly locate the position of the container lying anywhere in CFS. A self certification to be enclosed in the technical bid for the same.
10. Should have facility to provide office/desk within CFS to CHAs. A self certification to be enclosed in the technical bid for the same
11. The party must have offices at Mumbai / Nhava Sheva Region. The address and other details asked in the format for this office must be provided.
12. The parties should NOT have been referred to BIFR/NCLT or declared 'SICK' by any Statutory Authority. A self certification should be submitted by the party
13. The parties should not have been banned on business dealing by Central Govt. /PSU/State Govt.(Self Certificate to be provided).
14. Original latest Solvency certificate from a scheduled bank in India (Rs 100 Lakhs).
15. The Location of CFS should be within 12Km radius of port. Bidders to give certificate on their letter head that their CFS is within 12 km radius from port.
16. Should have been appointed/ licensed as Public/Private bonded warehouse under section 57/58 of Customs Act 1962 by JNCH.

The bidders will have to qualify in the EQR bid (Envelope-I). The technical bid (envelope-II) of only those parties, who qualify in the EQR bid, will be opened.

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

1. i. Name & address of the Company :

- ii Name & address of CFS :

- ii. Nature of business :

- iii. Year of Establishment of Company :

- iv Year of Establishment of CFS :

2. Type of Ownership :
Proprietorship or Partnership or Private Limited
or Public Limited or Central Undertaking or
State undertaking or Any other (specify)

3. Valid Registration Certificate from the :
Director General of shipping/ ports/Customs
(Provide registration no. & Copy to be enclosed)

4. Certificate of Incorporation in respect of Ltd. Co. :
(Provide date of incorporation & Copy to be enclosed)

5. Partnership Deed in respect of Partnership Firms. :
(Copy to be enclosed)

6. Information on Party's Offices at Mumbai/Nhava Sheva
 - 6.1 Office address :
 - TelephoneNo / Mobile No. :
 - Name of contact persons :
 - Email IDs :
 - 6.2 Office is owned or rented :

7. Communication facilities at Nhava sheva (If yes, give details)
 - (a) Web site address :
 - (b) Pre-alert system : Yes/No
 - (c) Web based cargo tracking system : Yes/No
If yes, give details
 - (d) Whether In-house online system available : Yes/No
 - (e) Facility to scan documents and to transmit the same
to BHEL Office in Mumbai : Yes/No

8. Organization in detail at **Nhava Sheva** for Sea Imports
 - Total Staff (No. of persons) :
 - Organization chart :
 - Head :
 - Executives :

10. FINANCIAL DETAILS: The Financial Data for 3 years to be certified by the Statutory Auditor (CA) on his letterhead

Sn	Description	2010- 2011	2011- 2012	2012- 2013
	Total Turn Over of Company in Rs Lakhs			
	Turnover for CFS activities in Rs Lakhs			
	Net worth (paid up share capital or partnership capital or proprietor capital +Reserves)			
	Net Profit in Rs Lakhs			
	Current Ratio=(Current Assets/ Current Liabilities)			
	No of TEUs handled in TEUs			
	LCL tonnage handled			

11. Company details

a. PAN:

b. Bank Reference: (Details for Electronic Fund Transfers as per enclosed format)

c. Service Tax Registration Number:

12 Name of the shipping lines with whom CFS is having tie up:

13 List of material handling/cargo handling facility in CFS

Provide lifting capacity, numbers and residual life for following

1. Forks lift of <= 5MT capacity
2. Fork lift of > 5 MT capacity
3. Gantry cranes with its capacity
4. Reach stackers
5. Straddle carrier
6. Loaded container handler
7. Empty container handler
8. Shuttle carrier
9. Rubber typed gantry cranes
10. Automatic Stacking cranes
11. Other Equipments for de-stuffing of containers like rollers etc.

14 Organizational Information:

a. Directors/Partners if related to any BHEL employee

Name:

Staff No.:

Designation:

Department:

Relationship:

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

Details of last posting

Name:

Staff No.:

Designation:

Department:

Relationship:

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

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

- (ii) Whether he is willing to work with BHEL on long-term contract basis with a time bound target for improvement in quality of the product and reduction in prices and what support he expects from BHEL towards achieving this goal.
- (iii) Any other aspects, which would be beneficial for the improvement in BHEL's performance. (Use separate sheet if required)
- 15 Directors / Partners, if related to any BHEL employee.
- Name :
 - Staff No. :
 - Designation :
 - Unit & Department :
 - Relationship :
- 16 If any Ex-BHEL Personnel Is employed by the Company, mention his / her details of Last Posting.
- Name :
 - Staff No. :
 - Designation :
 - Unit & Department :
 - Date Of Leaving Service :
- 17 Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Labourer's Act / Child Labour Act / Mathadi board / Transporter board/ Customs and Port procedures and all other relevant Acts, Rules and Regulations of Maharashtra state and Govt. of India in course of their activities and whether they are being fully complied with. Also all handling equipments are complying as per HSE compliance /OHSAS compliance. **Yes / No**
16. Whether organization has been referred to BIFR/NCLT or declared 'SICK' by Statutory Authority. **Yes / No**
17. Whether member of any National Association : **Yes / No**
18. Whether member of any International Association : **Yes / No**
19. ISO 9001 accreditation : **Yes / No**
20. ISO 14000/OHSAS 18000 accreditation : **Yes / No**
22. Performance certificates from party's availing the services of the CFS enclosed: **Yes / No**

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

SIGNATURE AND SEAL OF TENDERER

Note:

- The application should be furnished in prescribed format only.

2. The documents can be downloaded from BHEL Website : www.bhel.com
3. The filled up application has to be submitted along with the supporting documents, on or before the due date and time
4. All pages of Section-1 of the tender along with the attached documents has to be signed by authorised signatory along with his stamp and seal of the organization and enclose in envelope-1.
5. Signing of the application form:

Type of firm	Who should sign the application form	Remarks
GOVT. OF INDIA UNDERTAKING	Person holding power of attorney	The power of attorney in original along with Notarized copy to be Forwarded with application
PROPREITORSHIP	Proprietor	-
PARTNERSHIP	The Partner holding power of attorney	The power of attorney in original along with Notorised copy to be Forwarded with application
LIMITED COMPANY	Persons holding Power of attorney	The power of attorney in original along with Notorised copy to be Forwarded with application

Format -1

Information of Bank Account of Company	Document to be submitted
<p>The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer – EFT/ RTGS) is to be submitted</p> <ol style="list-style-type: none"> 1. Name of the Company 2. Name of Bank 3. Name of Bank Branch 4. City/Place 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch 	Information of Bank Account of the Company duly endorsed by the Bank

(Refer clause 11b of the application form)

Documents to be enclosed by bidder in EQR bid

Following documents should be enclosed in the EQR bid preferably in the same order of sequence shown below:

1. Notarized copies of following applicable documents
 - Power of attorney & copies thereof
 - Memorandum of Articles of Association
 - Certificate of incorporation
 - Partnership Deed
 - Municipal Trade Licence.
2. Letter of Intents issued to the CFS by the Infrastructure Division in the Ministry of Commerce (Notorised copy)
3. Copy of valid Registration with Directorate General shipping/Port/Customs
4. Organization chart in detail at Mumbai for Sea imports/exports
5. A certificate in original from a firm of Chartered Accountants confirming the Turn-over and other details as required under essential criteria detail as per Sino 10 of section -1 application format above)
6. Copy of the Service Tax registration certificate
7. Copy of Trade Licence under shop and establishment act.
8. Copy of Accreditation certificate for ISO 9001, ISO 14001, OHSAS.
9. Letter of authorization for signatories to act on behalf of company.
10. List of Performance certificates/appreciation letter/testimonials including PSU customers.
11. List of shipping line having special tie ups with CFS with copies of respective Work Orders/agreements
12. List of PSU customers handled by CFS.
13. Certificate of awards to CFS from accredited/statutory agencies, if any
14. Audited Balance Sheet/annual report for the year 2012-13, 2011-12 and 2010-11. In case 2012-13 is not audited /finalized then audited balance sheet for previous years to be given
15. The parties should NOT have been referred to BIFR/NCLT or declared 'SICK' by any Statutory Authority. A self certification should be submitted by the party
16. The parties should not have been banned on business dealing by Central Govt. /PSU/State Govt.(Self Certificate to be provided).
17. Self Certificate that CFS yard has been using RFIDs & the technology used.
18. Self certificate that CFS yard have facility to provide office/desk within CFS to CHAs
19. Original latest Solvency certificate from a scheduled bank in India (Rs 100 Lakhs).
20. Copy of PAN card
21. Proof of office/CFS: Please enclose Rent Receipt/Ownership documents/Lease document/ telephone/electricity bill etc. for Office/CFS. (Notorised)
22. Certificate by customs that CFS has been appointed/ licensed as Public/Private bonded warehouse under section 57/58 of Customs Act 1962 by JNCH.(Notorised)
23. Certificate on their letter head that their CFS is within 12 km radius from port.

SIGNATURE AND SEAL OF TENDERER

DECLARATION BY CFS (on Company's letter head)

To,
Bharat Heavy Electricals Ltd.
14/15th Floor, ROD, World Trade Centre-1,
Cuffee Parade, Coloba,
Mumbai-400 005.

Sir,

SUB: Declaration for Essential Qualification requirement.

REF: Tender No. RE/MUM/IMP/AC/IS-1303

I hereby submit documents for qualification as Container freight Station (CFS)

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

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

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

Applicant Name and address

Name of the person signing
The application and
his status in the company
signature:

SECTION – II

SCOPE OF WORK

The finalized CFS will move the BHEL containers from Nhava Sheva port to his CFS yard and carry out all the activities required as per the detail scope of work except customs clearance till delivery of cargo after de-stuffing of container or loading of container on BHEL/CHA vehicles in case of loaded delivery. Customs clearance will be done by BHEL appointed CHA and THC (Terminal Handling charges) at discharge port will be paid by our appointed Freight forwarders.

Detailed Scope of Work

1. BHEL/BHEL CHA / BHEL Freight forwarders will intimate arrival of cargo in FCL containers by issuance of cargo arrival notice.
2. As soon the FCL containers arrive at discharge port the contractor will place job order with the port, arrange for movement of containers from port to CFS within three days of completion of all formalities. BHEL will provide all the necessary authorization as per customs public notice 69/2011.
3. The appointed CFS/contractor will verify the seal number of the container conduct survey at IN Gate and Gate IN the containers in the CFS.
4. CFS will affix a sticker/RFID on BHEL container for identification and stack then separately in the yard at pre determined area.
5. CHA approaches customs for forwarding and container seal cutting permission. CFS issues seal cutting slip.
6. CFS will de-stuff the containers as per customs public notice 64/2012 or section 46 of customs act, as soon as the same is received in the yard and store the cargo at designated place after taking necessary permissions of customs, so that the containers are released to shipping line at earliest to avoid congestion, save foreign exchange & minimize container detention/storage charges to BHEL. CFS should ensure that cargo is protected from rain water and other hazards.
7. Contractor shall arrange handling equipment, manpower and Surveyor for "De-stuffing Examination Order"
8. Contractor shall ensure sealing of stuffed containers after the physical examination by customs is over, if the cargo is in containers, as per instruction of BHEL.
9. Contractor will be responsible for Sealing/Riveting the containers and seal cutting, opening and closing of container doors for destuffing operations.
10. Contractor shall arrange for change in mode of delivery to "De-stuffed delivery" or Stuffed delivery as per the instruction BHEL/BHEL CHA.
11. Contractor shall coordinate for direct deliveries AND provide "In Gate" pass for empty vehicles / "Out Gate" pass for loaded vehicle. Empty vehicle gate in permission will be taken by CHA from CFS import counter.
12. Coordinate for de-stuffed delivery, provide de-stuffing job order / De-stuffing Tally sheets and. "In Gate" pass for vehicles. Customs endorsement will be obtained by CHA on the gate pass and then handed over to CFS gate officer.
13. CFS verifies the container no., vehicle no. against gate pass ensures container survey is done and container is gated out from CFS.

14. Contractor shall comply with all statutory requirements.
15. The responsibility of delivery/handing over the of empty containers after de-stuffing, to respective empty shipping line yards will be with the CFS/bidder
16. The responsibility of de-stuffing the cargo will be with CFS. Under no circumstance the CFS can refuse de-stuffing of cargo. Hence he has to ensure that he has the necessary tools/equipment/manpower/technology required for de-stuffing the cargo.
17. The appointed CFS will have to send daily status report to BHEL (by email) with details of containers arrived, pending to move from port, containers destuffed on previous day, delivered during previous day and balance containers in yard etc. Refer Annexure-C
18. Handling charges shall include de-stuffing, labour, fork lift charges and fuel and energy surcharge etc. The cargo should be de-stuffed without any damage to the packages. No damage charges will be paid for containers as the responsibility of de-stuffing is of CFS/contractor.
19. If **Crane/s** is/are required for de-stuffing, the same to be used and will be payable as per schedule 4d of price bid. These charges will also include loading the cargo on the trucks/trailers at CFS for onward dispatch. The use of crane if any has to be got certified from the BHEL CHA. If the crane charges are being paid then forklift charges will not be paid and the same will deducted as per price shown for fork lift in schedule 4d of price bid.
20. CFS should ensure that the Out of charged cargo is kept in the designated area is secured and free of theft/pilferage. Any loss to BHEL on this account will be recovered from the CFS.
21. Ensure safe loading of de-stuffed cargo on vehicle for onward dispatch to manufacturing units / site.
22. CFS shall give **free storage of 15 days** for containers (Container storage charges) after arrival of containers in the yard.
23. If there are more than one container in one B/L then the free period of 15 days shall start from the date of receipt of last container at the CFS for all containers in that B/L.
24. CFS shall give **free storage of 1 week for cargo stored** after de-stuffing from containers. The CFS Yard is allowed to stack the cargo as per prevailing standard norms as this will save BHEL on storage space charges and charges accordingly. However under no circumstances the calculation of area for payment will more than the total area calculated for all packages as per the packing list/BL
25. For reefer containers the Reefer plugging and monitoring charges will be paid separately as quoted in schedule **4e of price bid** optional charges.
26. Provide full support to BHEL and their representative and ensure economical and efficient delivery.
27. CFS shall ensure that the container is available at the ground tier when the BHEL /CHA approach for clearance of consignment. The consignee shall not be liable for payment of ground rent until the container is grounded and cleared.
28. Container storage charges/ground rent shall not accrue for the period during which the CFS is not in a position to deliver the containers for reasons attributable to it when requested by the users

29. As BHEL will take all the physical delivery of imports no auction processing charges will be paid under any circumstances
30. In case the hazardous cargo arrives in reefer container then the price quoted only against Hazardous containers at slno A3 of schedule 1a or slno B3 of schedule 1b of the price bid will be paid for loaded and de-stuffed container delivery respectively.
31. Contractor to provide composite lump sum charges in the price bid for schedule 1a, 1b for each activity as indicated in the price bid. No other charges shall be payable except those mentioned in schedule 4 of the price bid.
32. Survey charges that is included in schedule 1a and 1 b of the price bid will be payable only against survey report of authorized surveyor that is enclosed with the invoice /bill of the contractor/CFS. The survey report will necessarily contain following details like: Seal number and it condition prior to customs examination, details of de-stuffing operation, tally sheet indicating condition of package and excess/shortage, if any, condition of packages loaded on the vehicles provided by BHEL/BHEL transporters. Rs 100/- per TEU will be deducted if the survey report is not attached with bill of the contractor.
33. Loading of cargo on to the trucks/trailers provided by the BHEL or our agent shall be completed by the Contractor on the same day. Priority will be given to BHEL/BHEL CHA vehicles provided for "GET IN".
34. The contractor shall ensure proper closure of doors of the containers at the time of loading / shifting. The container shall be secured to the road vehicle by all four bottom corner fittings.
35. Every ODC consignment must have a proper lashing/choking/bracing. The contractor shall ensure that no container is accepted for Road Transportation if it has improper lashing/choking/bracing.
36. In case of an accident in transit, or for any other reason, if a container needs to be transhipped on to another vehicle/chassis en route, the transshipment shall be carried-out by the contractor at his cost and risk. The contractor shall also be liable to pay the compensation/claims arising out of any damage to container and cargo, including the claims in respect of short deliveries, if any, occurring due to such mishaps. The contractor shall also be liable for any third party claims and damages including the Customs duties / damages for short deliveries, if any, occurring due to such mishaps. BHEL reserves the right to deduct such amounts from any amount payable to the contractor. The contractor is advised to take appropriate insurance coverage in against these unforeseen events.
37. In case of **copper** consignments weighment has to be done. Weighment charges on BHEL transporter/CHA vehicle, as part of Container Delivery process covering one weighment of empty truck and one weighment of truck with loaded container or cargo will be paid as per schedule of 4c of the price bid.
38. The Price bid (Section VI) has following major components :
 - a. **Composite charges for Import movement and handling (LOADED DELIVERY). (refer Price bid clause 1a of section VI)** This price comprises following:
 - i. Charges towards Transportation of loaded Container from terminal yard /NHAVA SHEVA PORT (JNPT / DP WORLD / GTI /NSICT/ Gateway Terminal) to CFS & CFS Annex,

- ii. Lift- off from vehicle, Lift on from CFS stack, Transportation within CFS,
- iii. Grounding for Custom Examination, seal breaking,
- iv. stuffing the cargo back after custom examination in to the container,
- v. locking/sealing of the container,
- vi. lift on & Loading the container on BHEL trailer etc for onward dispatch.
- vii. Destuffing and Restuffing of cargo carried out for Custom Examination.
- viii. Handling charges for loaded delivery
- ix. Survey housekeeping and scanning charges including detention for scanning.
- x. Fuel and Energy Surcharge and weighing charges,
- xi. Documentation and processing Charges
- xii. Seal verification, shifting to designated area or elsewhere with CFS.
- xiii. spreader beam and low bed charges
- xiv. Washing/cleaning charges, Road/traffic clearance for ODCs

b. Composite charges for import movement and handling (DESTUFFED DELIVERY). (refer Price bid clause 1b of section VI) This price comprises following:

- i. Charges towards Transportation of loaded Container from terminal yard/ NHAVA SHEVA PORT (JNPT / DP WORLD / GTI /NSICT / Gateway Terminal to CFS & CFS Annex,
- ii. Lift- off from vehicle, lift on from CFS stack, transportation with CFS,
- iii. lift off at de-stuffing point for Custom Examination & De-stuffing,
- iv. stuffing the cargo back after custom examination in to the container,
- v. locking/sealing of container after examination and lift on of empty Containers from de-stuffing point to empty yard including transportation within CFS
- vi. lift off at CFS stack, etc.
- vii. Destuffing and Restuffing of cargo, Carried out for Custom Examination.
- viii. Handling charges for de-stuff delivery including forklift charges.
- ix. Survey housekeeping and scanning Charges including detention for scanning.
- x. Fuel and Energy Surcharge and weighing charges
- xi. Documentation and processing Charges
- xii. Seal verification, shifting to designated area or elsewhere with CFS.
- xiii. Spreader beam and low bed charges, Washing/cleaning charges.

c. Storage Charges for containers (refer Price bid clause 2a) – 1st 15 days of storage charges will be free to BHEL

d. Storage charges of cargo stored in the general area (either in the warehouse or open yard storage) after de-stuffing it from containers. (refer Price bid clause 2b) – 1st week storage charge of cargo after de-stuffing will be free to BHEL.

e. Cargo loading charges: Loading of cargo on vehicles/ truck/ trailers of BHEL/BHEL transporter at CFS (on gross weight) for onward dispatch to site/factory. This charges will be payable only in case of de-stuffed delivery. This will be also applicable for loading of cargo after ex-bonding. Refer to clause 2c of the price bid. Machine/equipment/ manpower etc are to be arranged by the contractor/CFS.

f. Import Bonding charges – as per clause 3 of price bid

g. Optional Charges as per clause 4 of price bid

SIGNATURE AND SEAL OF TENDERER

SECTION III**INSTRUCTIONS TO BIDDERS**

1. Bidders are advised to go through the tender document fully before filling up the format (SECTION I & IV) and Price bid (SECTION VI).
2. The bidder should adopt the shortest, most economical and reliable / safe logistics
3. The price offer must be made only in the formats enclosed with this tender.
4. The offers shall be kept valid for a period of 60 days from the date of opening of the tender.
5. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
6. BHEL reserves the right to finalize this tender through reverse auction method.
7. The offers shall be made in **Three Separate envelopes** for:

2) Qualification Bid (Envelope-I)

Bidders are required to submit in this envelope, the documents mentioned/required as per in Section-I, **Essential Qualification Requirement for bidders, Application Format, Documents to be enclosed, Declaration by CFS etc** in this envelope-I. This envelope should also contain the Demand Draft in favour of BHEL for **Rs 200000/- (Rs Two lakh only)** as EMD. Offers without requisite E.M.D. draft will be rejected. This envelope should be clearly superscribed as '**Qualification BID- Envelope-I**' with the seal and mark of the Bidder

3) Technical Bid (Envelope-II)

Bidders are required to fill up the details as required in the Technical Requirements (Section IV) as per Format and provide a certificate of compliance(Section VII) in the prescribed format in this envelope. In addition the **entire tender document along with blank price bid** duly signed and stamped on each page may also be enclosed in this envelope. This envelope should be clearly superscribed as '**Technical BID- Envelope-II**' with the seal and mark of the Bidder.

4) Price Bid (Envelope -III)

Prices as per the format in this tender document (Section VI) should be carefully filled up and enclosed in this separate envelope. Prices must be quoted both in figures and in words necessarily without fail as per the format in this tender document. In case of variation between the price offered in figures and in words, the price offered in words will prevail. This envelope should be clearly super scribed as '**PRICE BID - Envelope-III**' with the seal and mark of the bidder.

All Three Envelopes are to be enclosed in a separate cover and submitted. The cover shall be labeled with the Contractors name, address and contact person. This cover may be superscribed '**TENDER FOR FINALIZATION OF CFS – Tender No. RE/MUM/IMP/AC/IS-1303** and addressed to the 'GENERAL MANAGER, BHEL, ROD, MUMBAI'

Tenders complete in all respects addressed to the GENERAL MANAGER, BHEL, ROD, MUMBAI to be submitted in the tender box at 15 th floor, BHEL, World Trade Centre, Cuffe Parade, Mumbai-400005 at or before 15:00 Hrs on the due date of submission. Tenders received after the scheduled time are liable to be rejected.

The offers (Qualification Bids) will be opened in the presence of bidders or their representatives on the same day at 1600 Hrs. on 15th floor in our office as above. Price bids whose technical bids are found to be acceptable will be opened subsequently with due information to the qualified bidders.

For evaluation purpose following will be considered:

- a. No. of 20' **Dry/ GP/ HC/ OT = 1636**
- b. No. of 40' **Dry/ GP/ HC/ OT = 664**

For detailed break up refer to load shown in the price bid columns.

Evaluation Criteria:

1. Offers of Parties who qualify in the technical bid will only be considered for evaluation.
2. The offers will be evaluated on the basis of the Total price as given below as per the price quoted in the Price Bid (Section VI).
3. The schedule 1a, 1b, 2a and 2b of price bid are evaluation schedule
4. Schedule 3 and 4 will not be considered for evaluation.
5. The L1 party will have to match the lowest of rates received in the non evaluation schedules.

Total price = sum of average rate quoted in schedule 1.a of section VI for 20' (Column 3 to 5) x load for **20'** + sum of average rate quoted in schedule 1.a of section VI for 40' (Column 6 to 8) x load for **40'**, **for A1 to A6** + sum of average rate quoted in schedule 1.b section VI for **20'** (Column 3 to 5) x load + average rate quoted in schedule 1.b of section VI for 40' (Column 6 to 8) x load for **40'**, **for B1 to B6** + sum of Storage charges of **schedule 2a** as per indicated load for respective container size, **for C1 to C3** + sum of Storage charges of **schedule 2b** as per indicated load for respective container size, **for D1 to D4** + sum of loading charges of **schedule 2c** as per the indicated load.

Load figure are provided in the price bid respective right hand side column. The container wise load pattern given is tentative which will be used for evaluation of the tender. The actual load pattern to be followed under the contract may, however differ at the time of execution. BHEL does not guarantee the load pattern. The load Pattern envisaged/estimated for next one year is enclosed shown in the price bid

Integrity Pact:

- 1 **Integrity Pact Agreement (IPA)** (attached with this tender) is part of technical bid and shall be enclosed along with the technical bid duly signed and stamped by the authorized official of Bidder. After receipt of the IPA, the authorized person of BHEL will sign the same.
- 2 Only those bidders who have submitted the completed **IPA** with the technical bid would be qualified to participate in the bidding else his bid will be rejected.

PRE-BID Meeting:

A pre-bid meeting would be held on **11.06.2013** at **1430** hours at BHEL, ROD Office to clarify doubts, etc before the bidder submits his bid. The intending bidders are requested to submit their doubts, queries, etc in writing on their letterhead latest by **08.06.2013**, to enable BHEL to examine the same well in advance. If the intending bidders are not able to submit the same in advance, as mentioned, they must bring them in writing when they come for the pre-bid meeting.

SIGNATURE AND SEAL OF TENDERER

SECTION IV**FORMAT FOR TECHNO- COMMERCIAL BID**

Sn	Description	Remarks
1.	EARNEST MONEY DEPOSIT: The Bidders, shall submit tenders with interest free EMD as per tender conditions by way of DD/Pay Order of Rs 2.00 Lakhs in favour of 'BHARAT HEAVY ELECTRICALS LIMITED'. Offers without EMD shall not be considered Bidders.	(Details of the EMD to be provided here)
2.	Name, address of office, Tel. No. of office, Fax No. and Email ID :	Given
3.	PAYMENT TERMS: As Specified in the tender.	Agreed
4.	INDEMNITY: Agent shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
5.	VALIDITY: The period of contract will be for one years with the provision of further extension up to one year by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for three more months.	Agreed
6.	The quantity of Containers indicated is based on the preliminary estimates and may undergo change.	Agreed
7.	RISK PURCHASE: In the event of failure of CONTRACTOR to execute the contract 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.	Agreed
8.	Integrity pact Agreement (IPA) is duly signed and stamped on all pages by authorized person of the company/firm/bidder. the person signing the IPA has also to enclosed the authority letter indicating that the person signing the IPA is the duly authorized by the company/firm	Enclosed
9.	Road Distance of CFS from Nhava Sheva port	___Kms
10.	The lowest Bidder in the evaluation Schedules will have to accept the lowest price received in the non evaluation schedules i.e schedule 3, Import Bonding charges and schedule 4 Optional Charges received in the tender.	Agreed
11.	We have understood the scope of work and accordingly have quoted the prices in the price bid schedules. No other charges will be paid accept those mentioned in optional charges wherever applicable.	Agreed
12.	Service tax will be paid separately. Service tax elements shall be shown separately in the invoice.	Agreed

SIGNATURE AND SEAL OF TENDERER

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 "CFS" shall mean Container Freight station as per the Customs Act.
- 1.3 "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" where the context so requires.
- 1.4 "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.
- 1.5 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, 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).
- 1.6 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 that will be signed between BHEL and CFS as per Annexure-A.
- 1.7 "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.
- 1.8 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.9 "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.
- 1.10 "VALIDITY OF THE CONTRACT" The period of CFS contract will be for one year with the provision of further extension up to one year by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for three

more months till all the activities specified therein are completed in all respects to the satisfaction of BHEL.

- 1.11 "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.
- 1.12 "Reefer Container" shall mean a refrigerated container used for carriage of perishable goods with provision for electrical supply to maintain the desired temperature.
- 1.13 "Hazardous Container" shall mean a container containing hazardous goods as classified under IMO.
- 1.14 "Free period" shall mean the period during which cargo/container shall be allowed storage free of demurrage charges/ground rent charges/storage charges and this period shall exclude Sunday(s), customs holidays and CFS's non-working days.
- 1.15 "Over dimensional container" or ODC shall mean a container carrying over dimensional cargo beyond the normal size of standard containers and needing special devices like slings, shackles, lifting beam etc.
- 1.16 "Full Container Load" (FCL) shall mean a container containing cargo belonging to one consignee in the vessel's manifest.
- 1.17 "Less than a Container Load" (LCL) shall mean a container containing cargo belonging to more than one consignee in the vessel's manifest.
- 1.18 TEU means Twenty Equivalent Units – term for ISO container. FEU means Fourty Equivalent Units – term for ISO container. Wherever rates for FEU are not mentioned it will be taken as twice of TEU rates.
- 1.19 The 'free time' will commence after the last container reaches the CFS from the Port Container Yard in that B/L.
- 1.20 "Tonne" means one metric Tonne of 1,000 kilograms or one cubic meter.
- 1.21 "**Area** in sq meter" means length of package x breadth of package provided in pkg list /BL
- 1.22 JNCH means Jawaharlal Nehru Customs house.
- 1.23 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.

1.0 ISSUE OF NOTICE:

- 1.1 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.

2.0 COMMENCEMENT OF WORK:

2.1 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.

3.0 LICENCE/PERMISSION/REGISTRATION

3.1 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 licences 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.

4.0 INVOICES AND PAYMENTS

4.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.

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

4.3 The CFS charges for cargo shall be paid **in Indian Rupees**.

4.4 The payment of the bill will ordinarily be made within (15) Fifteen working days after the receipt of clear and complete Bill in all respects as per the terms of the contract. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.

4.5 100% payment of the charges will be made by BHEL by Cheque / RTGS against the bill submitted with all documents from BHEL.

4.6 The bills are to be submitted on next Thursday of each week for works completed in the previous week, along with covering letter enlist the total no. of invoices raised. All the bills should be submitted in duplicate i.e one original and one copy.

4.7 The contractor shall prepare and submit bills in prescribed forms based on the quantum of work handled / transported during the previous month. *(The format in which the bills should be prepared by the contractor shall be in tune with the format in which BHEL's reports are prepared. This will help to check the bills faster.)* 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.

- 4.8 The documents to be submitted along with bills are as follows:
- a. Invoice duly signed and stamped as per the Price bid Schedule
 - b. Copy of Delivery order issued to CHA/BHEL
 - c. B/L copy
 - d. IN gate survey copy
 - e. OUT gate survey copy
 - f. De-stuffing and loading Survey report
 - g. Vehicle in gate pass copy
 - h. Vehicle out gate pass copy with customs endorsement
 - i. BE/checklist copy
 - j. Certificate of delivery to empty yard.

5.0 TIME LIMIT FOR SUBMISSION OF BILLS

- 5.1 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.
- 5.2 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.
- 5.3 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.

6.0 RISK PURCHASE:

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

- 6.1 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.
- 6.2 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.
- 6.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

7.0 OBSERVANCE OF LOCAL LAWS :

- 7.1 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.
- 7.2 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.
- 7.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.
- 8.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:**
- 8.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 8.2 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 8.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 8.4 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.
- 9.0 INSURANCE:**
- 9.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 9.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- 9.3 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 9.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, 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.
- 10.0 FORCE MAJEURE:**
- The following shall amount to force majeure conditions:-
- 10.1 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.
- 10.2 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.

10.3 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.

10.4 Force Majeure conditions will apply on both sides.

11.0 PREVENTION OF CORRUPTION:

11.1 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.

11.2 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 disfavour to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with BHEL.

12.0 ARBITRATION

12.1 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. General Manager, BHEL, ROD, Mumbai or nominee appointed by him in writing. There will be no objection if the arbitrator so appointed is an employee of BHEL.

12.2 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.

12.3 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.

12.4 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

12.5 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.

- 12.6 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.
- 12.7 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 12.8 The place of Arbitration will be BHEL, ROD office, Mumbai.

13.0 LAWS GOVERNING THE CONTRACT:

- 13.1 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.

13.0 INDEMNITY:

- 13.1 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.

14.0 SECURITY DEPOSIT:

- 14.1 Successful bidder shall submit a percentage of the total contract value as security deposit within three days of issue of LOI for the contract
- 14.2 Up to Rs.10 lakhs – the security deposit is 10% of the contact value.
- 14.3 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.
- 14.4 For above 50 lakhs - the security deposit is Rs. 4 lakhs plus 5% on amount exceeding Rs 50 lakhs of the total contract value.
- 14.5 Security deposit may be made in any of the following ways: a) Cash as permissible under IT Act (b) Local cheques of scheduled banks subject to realization (c) Securities available from post office such as National Savings certificate, Kisan Vikas Patras etc. (d) BG on scheduled bank / public financial institutions as defined in Companies Act as per BHEL's format (e) 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.
- 14.6 Securities / BG's shall be released after Six (6) months of successful execution and completion of the contract.
- 14.7 Format of BG for security deposit is enclosed separately as Annexure B

15.0 EARNEST MONEY DEPOSIT:

- 15.1 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.
- 15.2 EMD of successful bidder shall be adjusted towards part of the security deposit payable by DD.
- 15.3 EMD of all other bidders will be returned within a month of placement of LOI/Work Order on successful bidder

16.0 DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

- 16.1 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.

- 16.2 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
- 16.3 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 18.1 and 18.2 above.
- 16.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto 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.

17.0 REQUIREMENTS OF PERFORMANCE.

- 17.1 All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.
- 17.2 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.
- 17.3 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.
- 17.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Contractor at his own cost.

18.0 SHORT – LANDED OR DAMAGED GOODS.

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

19.0 SERVICE DURING POST CONTRACT PERIOD:

- 19.1 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 (4) four months or till alternate arrangements are made, whichever is earlier.

20.0 CONSTITUTION OF THE FIRM

- 20.1 The bidders, who are the constituents of a Firm, Company, Association/or cooperative Society, must enclose notarized/ attested copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership-deed. Co-operative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.
- 20.2 The cancellation/modification of any documents such as Power of Attorney, Partnership-deed etc. shall forthwith be communicated to BHEL in writing, failing which BHEL shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 20.3 BHEL may recognize changes in Power of Attorney and related documents after obtaining proper legal advice.
- 20.4 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address. If the tender application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender.
- 20.5 If the tender application is submitted by a Limited Company, it shall be signed by its Managing Director or by a duly authorized person holding the Power of Attorney for signing the tender document, in which case a certified copy of the Power of Attorney shall accompany the tender document. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as Memorandum and Articles of Association of its existence with the tender document.

21.0 **CHANGE IN BUSINESS/LOAD PATTERN:** In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from BHEL on this account.

22.0 SUBLETTING NOT ALLOWED

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.

23.0 JOINT SURVEY:

Situations may arise during the course of handling / transportation of containers and 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 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.

SIGNATURE AND SEAL OF TENDERER

**SECTION VI
FORMAT FOR PRICE BID**

1a. Import Movement and handling composite Charges in (Rs.) (LOADED DELIVERY)

Sn	Charges towards Transportation of loaded Container from terminal yard /NHAVA SHEVA PORT (JNPT / DP WORLD / GTI /NSICT/ Gateway Terminal) to CFS & CFS Annex, Lift-off, Lift on from CFS stack, transportation within CFS, Grounding for Custom Examination, seal breaking, stuffing the cargo back after custom examination in to the container, locking, lift on & Loading the container on BHEL trailer etc.							Load – No of Cntr's estimated		
	1	2	3	4	5	6	7	8	9	10
	Type of containers	20'	20'	20'	40'	40'	40'	20'	40'	
	Gross weight of Container	<23MT	23 to 27 MT	>27MT	<23MT	23 to 27 MT	>27MT			
A1	Dry Cargo Containers (GP/HC/ OT)							73	22	
A2	Reefer Cargo Containers							5	5	
A3	Hazardous Cargo Containers							2	3	
A4	ODC/OOG cargo Container							4	3	
A5	ODC cargo Container on semi low bed trailer (cargo height >3mtr & <3.5 mtr)							3	4	
A6	ODC cargo Container on low bed trailer (cargo height >3.5 mtr)							3	3	
								90	40	

Note:**The above import and handling composite charges also includes following:**

- i. Charges towards Transportation of loaded Container from terminal yard /Nhava Sheva PORT (JNPT / DP WORLD / GTI /NSICT/ Gateway Terminal etc) to CFS & CFS Annex, including toll & other levies/charges
- ii. Lift- off from vehicle, Lift on from CFS stack, Transportation within CFS,
- iii. Grounding for Custom Examination, seal breaking,
- iv. stuffing the cargo back after custom examination in to the container,
- v. locking/sealing of the container,
- vi. Lift on & Loading the container on BHEL trailer etc for onward dispatch.
- vii. Destuffing and Restuffing of cargo carried out for Custom Examination.
- viii. Handling charges for loaded delivery including stacking of cargo in warehouse
- ix. Survey housekeeping and scanning charges including detention for scanning.
- x. Fuel and Energy Surcharge and weighing charges
- xi. Documentation and processing Charges
- xii. Seal verification, shifting to designated area or elsewhere with CFS.
- xiii. spreader beam and low bed charges
- xiv. Washing/cleaning charges.
- xv. Road/traffic clearance for ODCs

1b. Import Movement and handling composite Charges in (Rs.) for DESTUFFED DELIVERY

Sn	Charges towards Transportation of loaded Container from terminal yard/ NHAVA SHEVA PORT (JNPT / DP WORLD / GTI /NSICT / Gateway Terminal to CFS & CFS Annex, Lift-off, lift from CFS stack, transportation with CFS, lift off at de-stuffing point for Custom Examination & De-stuffing, stuffing the cargo back after custom examination in to the container, locking and lift on of empty Containers from de-stuffing point, transportation within CFS, lift off at CFS stack, etc	Load – No of Cntr's- Estimated								
		1	2	3	4	5	6	7	8	9
	Type of containers	20'	20'	20'	40'	40'	40'	20'	40'	
	Gross weight of Container	<23MT	23 to 27 MT	>27MT	<23MT	23 to 27 MT	>27MT			
B1	Dry Cargo Containers (GP/HC/OT)								1490	552
B2	Reefer Cargo Containers								18	12
B3	Hazardous Cargo Containers								6	3
B4	ODC/OOG cargo Container								14	18
B5	ODC cargo Container on semi low bed trailer (cargo height b >3.0 mtr and <3.5 mtr)								13	21
B6	ODC cargo Container on low bed trailer (cargo height >3.5 mtr)								5	18
									1546	624

Note:**The above import and handling composite charges also includes following:**

- i. Charges towards Transportation of loaded Container from terminal yard/ Nhava Sheva PORT (JNPT / DP WORLD / GTI /NSICT / Gateway Terminal to CFS & CFS Annex, including toll & other levies/charges
- ii. Lift- off from vehicle, lift on from CFS stack, transportation with CFS,
- iii. lift off at de-stuffing point for Custom Examination & De-stuffing,
- iv. stuffing the cargo back after custom examination in to the container,
- v. locking/sealing of container after examination and lift on of empty Containers from de-stuffing point to empty yard including transportation within CFS
- vi. lift off at CFS stack etc.
- vii. Destuffing and Restuffing of cargo, Carried out for Custom Examination.
- viii. Handling charges for de-stuff delivery including forklift charges.
- ix. Survey housekeeping and scanning Charges including detention for scanning.
- x. Road/traffic clearance for ODCs
- xi. Fuel and Energy Surcharge and weighing charges
- xii. Documentation and processing Charges
- xiii. Seal verification, shifting to designated area or elsewhere with CFS.
- xiv. spreader beam and low bed charges
- xv. Washing/cleaning charges.
- xvi. Loading of cargo on BHEL/CHA vehicles/truck /trailer at CFS will be as per clause 2c of price bid

2a. Storage Charges for containers:

Sno	Storage Charges - Loaded Containers	For Dry/ GP/ HC/ OT Containers	Normal containers load		ODC/OOG containers load		Reefer /haz container load		TOT
			20'	40'	20'	40'	20'	40'	
	No. of days	Rate per day per TEU (Rs.)							
C1	1 st to 15th Day	Free	337	201	6	7	2	3	556
C2	16th to 30th Day		1090	324	17	33	14	13	1491
C3	31st Day onwards		139	52	16	24	15	7	253
Ground Rent for Flat Rack (ODC) and Open Top (ODC) containers will be paid at 1.5 times of above normal rate; for Reefer / Hazardous containers will be paid at 1.25 times of the above normal rate.									2300

Note:

- Storage charges for Flat Rack (ODC) and Open Top (ODC) containers will be paid at 1.5 times of above normal rate.
- Storage charges for **Reefer / Hazardous** containers will be paid at 1.25 times of the above normal rate
- The start date will be arrival date of last container in the Bill of lading.

2b. Storage Charges of cargo after de-stuffing of container:

Sno	Storage Charges of cargo after de-stuffing	Rate for dry cargo	Total load
	No. of days	Rate per sq. mtr per week (Rs.)	in Sq meter
D1	1 st week	Free	4965
D2	2 nd week		18720
D3	3 rd week		15315
D4	4 th week onwards		2910

Note:

- The sq mtr area will be calculated for stored cargo as per dimension of the packing list
- Cargo storage charges are from the date of de-stuffing to the date of loading, both days inclusive
- Storage charges for Flat Rack (ODC) and Open Top (ODC) cargo will be paid at 1.5 times of above normal rate.
- Storage charges for **Hazardous** cargo will be paid at 1.25 times of the above normal rate

2c. Loading Charges of cargo after de-stuffing of container or after ex-bonding:

Sn	Operation	Unit	Charges in Rs	Tentative load in MT
E1	Loading of cargo on vehicles/ truck/ trailers of BHEL/ BHEL transporter at CFS (on gross weight) for onward dispatch to site/factory	Per MT		51620

3. Import Bonding charges:

Sno.	Operations	Unit	Unit rate (Rs)
a.	Shifting of a loaded container to a located site in Custom Bonded Warehouse in CFS and repositioning, unloading of cargo from the truck / container and stacking the warehouse /Handling of empty container	Per TEU	Will be paid as per clause 1b of the price bid for respective container
b.	NOC charges for bond w.e.f from date of issue of NOC	Per Sq. Meter per week.	
c.	Insurance Charges (On Cargo Value + Custom Duty)	Per week per Rs 1000	
d.	De-stacking and loading of Import Cargo into the vehicle/trucks/trailer of BHEL/BHEL transporter	Per MT	Will be paid as per clause 2c of the price bid

Note:

1. In addition to above Bond storage charges for cargo will be paid at the same rate as quoted in clause 2b of price bid.
2. Validity of NOC will be 4 weeks.
3. No other charges will be paid for import bonding/exbonding other than the mentioned above.

4. Optional charges:

Sn	Operation	Unit	Charges in Rs
a.	Destuffing and Restuffing of container above 25% of the total cargo Carried for Custom Examination	per TEU	
b.	Weighment charges on BHEL transporter/CHA vehicle, as part of Container Delivery process covering one weighment of empty truck and one weighment of truck with loaded container or cargo (<i>Refer clause 34 of detailed scope of work</i>)	Per truck	
c.	Fork Lift Charges: For capacity 3 MT to 10MT Crane charges : For capacity upto 10MT For capacity upto 20MT For capacity upto 30MT For capacity upto 50MT (<i>Refer clause 19 of detailed scope of work</i>)	Per container Per container Per container Per container	
d.	For reefer containers the Reefer plugging and monitoring charges (<i>Refer clause 26 of detailed scope of work</i>)	per day per container	

Note:

The lowest Bidder in the evaluation Schedules will have to accept the lowest price received in the non evaluation schedules i.e schedule 3, Import Bonding charges and schedule 4 Optional Charges received in the tender.

SIGNATURE AND SEAL OF TENDERER

SECTION VII

(Letter of compliance on 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/AC/IS-1303

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.

We certify that no addition/modification/alteration has been made in the original document down loaded from BHEL website/email. If at any stage, alteration/ modification is noticed in the Original Document, I/We will abide by terms and conditions contained in the original tender document, In case, any deviation is observed the same is not be entertained / considered by BHEL.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER

Annexure A

AGREEMENT
(TO BE EXECUTED ON BOND PAPER OF RUPEES ONE HUNDRED)

BHARAT HEAVY ELECTRICALS LIMITED
(A GOVT. OF INDIA UNDERTAKING)

AGREEMENT FOR ACTING AS CONTAINER FREIGHT STATION CONTRACTOR FOR BHARAT HEAVY ELECTRICALS LIMITED

Contract Agreement No. _____ Dated _____
This agreement made this _____ Day of _____ Two Thousand and Twelve between the
Bharat Heavy Electricals Ltd. (A Govt. of India Undertaking), having address at 14th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005, and registered office at
(hereinafter called BHEL) of the ONE PART and M/s _____ represented herein by the M/s _____ (hereinafter called the contractor which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assignees) of the OTHER PART for the purpose of performing the work of containers Freight Station specified by BHEL at the rates and under the conditions specified in the tender document and its annexures.

Whereas the contractor has agreed with BHEL to perform all the operations set forth in the tender document and its annexures, which shall be treated as an integral part of this agreement, upon the terms and conditions governing contract annexed.

In consideration of the payment to be made by BHEL, the contractor shall duly perform the said operations in the said tender documents and its annexures set forth and shall execute the same with great promptness, care and diligence in a workman like manner to the satisfaction of BHEL and will carry out the work in accordance with the terms and conditions of contract with effect from [..... day of, 20__ up to day of, 20__] and will observe, fulfil and honour all the conditions herein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein) and BHEL hereby agrees that if the contractor observes and honours the said terms and conditions of the contract, BHEL will pay or cause to be paid to the contractor for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed.

The cost of stamp paper on this account shall be borne by BHEL.

In witness whereof the said parties have hereunto set their hands the day and year first above written.

Container freight Station

General Manager
FOR AND ON BEHALF OF
BHEL

WITNESS WITNESS

1. _____

1. _____

2. _____

2. _____

SCHEDULE DETAILING THE TERMS OF WORK WITH RATES THEREOF AND THE CONDITIONS OF CONTRACT ARE ANNEXED.

Annexure B**SPECIMEN OF BANK GUARANTEE (For Security deposit)**

1. In consideration of BHARAT HEAVY ELECTRICALS LTD., A Govt. of India Undertaking (hereafter called Company) having its Regd. Office at BHEL House, Siri Fort, New Delhi-110049 and Regional Operations Divisions at 14th/15thFloor, World Trade Centre-I, Cuffe Parade, Mumbai-400 005 having awarded contract no.RE/MUM/IMP/AC/IS-13003 dated _____ for imports / exports / CHA/ CFS/ Others (Delete which is not applicable)(hereinafter called the Contract) to M/s. _____ having Head Office at _____ (hereinafter called Contractor) and the Contractor having agreed to furnish Security Deposit on production of Bank Guarantee for Rs. _____ (Rupees _____ only) for satisfactory performance of the contract, we _____ (Name of the bank with address) having address at _____ do hereby undertake the indemnity and keep indemnified the Company by reasons of carelessness, negligence breach of any of the terms and conditions in the said contract by the contractor.
2. We, _____ (Name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the company, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reasons of breach by the said contractor of any of the terms and/or conditions in the Contract or by reasons of the Contractor having failed to perform the Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by this bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount of Rs. _____ (Rupees _____ only).
3. We _____ (Name of the Bank) undertake to pay the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under these present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.
4. We _____ (Name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all the liability under this guarantee thereafter.

5. We _____ (Name of the Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor or by any such matter or thing whatsoever .
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
7. We, _____ (Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.
8. Notwithstanding anything contained herein,
 - i. Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____ only).
 - ii. This bank guarantee shall be valid upto _____
 - iii. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if your serve upon us a written claim or demand on or before _____.

Place:

Date:

OFFICER'S SIGNATURE WITH BANK SEAL

CHECK LIST FOR BIDDERS**A. Envelope 'I' - "Essential Qualification Bid (EQR)" Superscribed as "EQR Bid for Tender for finalization of single CFS for FCL container cargo imported via Nhava Sheva port - RE/MUM/IMP/AC/IS-1303".**

1. Contains the following documents:
 - a. Crossed Demand Draft/Bankers Cheque of Rs.2,00,000/- (Rupees TWO Lakhs only) in favour of 'Bharat Heavy Electricals Limited', payable at Mumbai, towards Earnest Money Deposit.
 - b. Application Format for Qualification Requirements duly filed signed stamped
 - c. All documents in the same sequence as indicated on pg 8 and 9 of the tender.
 - d. Declaration for Qualification of CFS on letter head as per pg 10 of tender

B. Envelope 'II' - "Technical Bid" Superscribed as "Technical Bid for Tender for finalization of single CFS for FCL container cargo imported via Nhava Sheva port - RE/MUM/IMP/AC/IS-1303".

1. Contains the following documents:
 - a. Tender document signed on all pages by Proprietor/ Authorised Representative
 - b. Compliance letter on letter head – refer pg Section VIII
 - c. Integrity Pact Agreement (IPA) shall be enclosed duly signed and stamped by the authorized official of Bidder. Authorized person of BHEL will sign the same.
- Note : The price bid pages of the tender will be blank but duly signed and stamped.

C. Envelope 'III' - "Financial Bid" Superscribed as "Financial Bid for Tender for finalization of single CFS for FCL container cargo imported via Nhava Sheva port - RE/MUM/IMP/AC/IS-1303".

1. Contains the following documents:
 - a. Duly filled signed and stamped Section VI – Price bid pages of the tender(pgs 29 to 32)

D. All the three envelopes 'I' "II" and "III" has to put in one envelope and superscribed as "Tender for finalization of single CFS for FCL container cargo imported via Nhava Sheva port - RE/MUM/IMP/AC/IS-1303"

