



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

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

Phone: 022-22171350, Fax: 022- 22171205.

No.RE/MUM/EXP/ E-1428

Date: 19/12/2014

To,
M/s _____

Dear Sirs,

Sub: Multimodal Transportation of Project Cargo from (1) Mumbai to Marib Project site, Yemen (2) Hodeidah Port to Marib Project site, Yemen.

BHEL, a Power Equipment Manufacturing Company, intends to export Engineering cargo to Yemen. Multimodal Transport Operators having a valid Certificate of registration (issued under rule 5 of the registration of Multimodal Transport Operators rules, 1992) from Directorate General of Shipping , Ministry of shipping, Govt. of India are invited to participate in the subject tender for the above Multimodal Transportation by giving their most competitive offer complying with the terms and conditions of the tender.

- | | |
|---|-------------------|
| (1) General Information | |
| (2) Essential Qualification Requirement (EQR) | - SECTION -I |
| (3) Scope of Work | - SECTION – II |
| (4) Instruction to bidders | - SECTION – III |
| (5) Special Conditions | - SECTION –IV |
| (6) General Terms and Conditions | - SECTION –V |
| (7) Techno Commercial Bid | - SECTION –VI |
| (8) Price Bid | - SECTION –VII |
| (9) Compliance Letter | - SECTION –VIII |
| (10)Details of packing lists | - Annexure I to 7 |
| (11)Integrity Pact Agreement | - Annexure 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 05/01/2015** 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 **05/01/2015 16:00 Hrs.** (Envelop –II i.e technical bid) shall be opened for Essential qualification complied bidders after prior intimation. (Envelop III i.e Price bid) of technically qualified bidders opened. The qualified bidders will be communicated for attending the Price bid opening.

Thanking you,

Yours faithfully
For **BHARAT HEAVY ELECTRICALS LIMITED**

GENERAL INFORMATION

BHEL intends to appoint a Contractor for transportation of Project cargoes delivered at Mumbai / Hodeidah (Yemen) to Marib project site in Yemen. The bidder must be a Multimodal Transport Operator having a valid Certificate of registration (issued under rule 5 of the registration of Multimodal Transport Operators rules, 1992) from Directorate General of Shipping, Ministry of Shipping, Govt. of India

There are two different sets of cargoes to be transported to Marib project site, Yemen. One set of cargoes will be delivered to the contractor at Mumbai (in Two lots) and another set of cargoes will be delivered at Hodeidah Port (Yemen)(In multiple lots). The contractor will have to receive both the sets of cargoes at Mumbai as well as Hodeidah Port (Yemen) and deliver it to Marib Project site, Yemen. Unloading of the cargo at site is also in the scope of the contractor.

Names addresses of the Contact Persons:

S. N.	Name and Address	Phone Nos. & Email
1	<p>BHEL ROD Mumbai address:</p> <p>Mr. Rajiv Sharma, General Manager (ROD WR)</p> <p>Mr. P.V. Shain, Sr Dy. General Manager (Export)</p> <p>Mr. Vishwa Chandan Sr Engineer (Exports)</p> <p>Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra India Ph No. 022-22187586 / 22171350 Fax No. 022-22180748</p>	<p>Ph No. 022- 22171201/202/203 Email : rsharma@bhelrmb.co.in</p> <p>Ph No. 022- 22171350 Email : shain@bhelrmb.co.in</p> <p>Ph No. 022- 22171342 Email : chandan@bhelrmb.co.in</p>
2	BHEL, Sana, Yemen Office contact details:	K. NANDAKUMAR, GM, BHEL GROUND FLOOR, NATCO Power Co Ltd Building Djibouti Street, Hadda Area, Sana'a, Yemen Phone : +967-1-446449, Mobile : +967-733-996-423
3	Customer / Consignee site details	Public Electricity Corporation (PEC), 400MW MARIB GAS TURBINE POWER STATION PROJECT PHASE –II, Safer, Marib, Yemen (approximate 250 Km east of Sana'a ; <i>This is only location, actual distance will be as per the route survey conducted by the Bidders</i>)
4	Contact details for cargo arriving at Hodeidah Port	Will be furnished later.
5	Name of the independent External Monitor	Mrs. Pravin Tripathi, IA & AS (Retd.) D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068 Ph : +91 11 29533206 / 29531715.

SECTION – I

Essential Qualification Requirement (EQR)

(To be enclosed in EQR bid- envelope -I)

The Qualifying Requirements for MTO contractors are as Follows:

1. Bidders must have valid Certificate of registration (issued under rule 5 of the registration of Multimodal Transport Operators rules, 1992) from Directorate General of Shipping , Ministry of shipping, Govt. of India (Notarized copy must be enclosed)
2. Should have minimum 3 years in operation after date of Certificate of registration from Directorate General of Shipping , Ministry of shipping, Govt. of India
3. Bidder must have an average annual turnover not less than Rs 6 crores for the last 3 years. (i.e for year 11-12,12-13 &13-14)(CA certificate is to be submitted).
4. Bidders must submit proof of having have successfully executed Multi Modal Transport export contracts involving Project cargo movement from India in the last 7 years (ending last day of month previous to the one in which the tender was floated) as under (Copies of work order/contract along with satisfactory completion certificate from customer is to be enclosed.)
 - (a) Three contracts of value not less than Rs 7.5 crores each.
OR
 - (b) Two contracts of value not less than Rs 9.5 crores each.
OR
 - (c) One contract of value not less than Rs 15 crores each.
5. The parties must have a positive net worth in year 2013-14. (Balance sheet is to be submitted)
6. Current Ratio for year 2013-14 must be greater than 1.
7. Bidders must have service tax registration.
8. 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.)
9. The parties should not have been banned on business dealing by Central Govt. /PSU/State Govt.(A self certification should be submitted by the party).
10. Original latest Solvency certificate from a scheduled bank in India (Rs 100 Lakhs).

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 :

- iii. Year of Establishment of Company :

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

3. Valid Registration Certificate from the :
Directorate General of Shipping ,
Ministry of shipping, Govt. of India
(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 in India
 - 6.1 Office address :
 - Telephone No / Mobile No. :
 - Name of contact persons :
 - Email IDs :
 - 6.2 Office is owned or rented :

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

Sn	Description	2011-2012	2012-2013	2013-2014
	Total Turn Over of Company 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)			

8. Company details
 - a. PAN:
 - b. Bank Reference: (Details for Electronic Fund Transfers as per enclosed format)
 - c. Service Tax Registration Number:

9. 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)
10. Directors / Partners, if related to any BHEL employee.
a. Name :
b. Staff No. :
c. Designation :
d. Unit & Department :
e. Relationship :
11. If any Ex-BHEL Personnel Is employed by the Company, mention his / her details of Last Posting.
a. Name :
b. Staff No. :
c. Designation :
d. Unit & Department :
e. Date Of Leaving Service :
12. 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
13. Whether organization has been referred to BIFR/NCLT or declared 'SICK' by Statutory Authority.
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.

Sign and Seal of the Bidder

Note:

1. 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 Notarized copy to be Forwarded with application
LIMITED COMPANY	Persons holding Power of attorney	The power of attorney in original along with Notarized 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 8b of the application form)

Sign and Seal of the Bidder

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. **Offers without the below requisite documents shall not be accepted for further evaluation**

1. EMD of Rs 200000/-
2. Notarized copies of following applicable documents
 - Power of attorney & copies thereof for signing authorities.
 - Memorandum of Articles of Association or Certificate of incorporation
3. Certificate of registration (issued under rule 5 of the registration of Multimodal Transport Operators rules, 1992) from Directorate General of Shipping , Ministry of shipping, Govt. of India (Notarized copy must be enclosed)
4. Organization chart in detail of company.
5. A certificate in original from a firm of Chartered Accountants/Audited balance sheet confirming the Turn-over and other details as required under essential criteria detail as per SI no 3,5,6 of section -1 application format above)
6. Copy of the Service Tax registration certificate.
7. Letter of authorization for signatories to act on behalf of company.
8. Work order/contract copy/satisfactory completion certificates from customers for sr no 4.
9. 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.
10. The parties should not have been banned on business dealing by Central Govt. /PSU/State Govt A self certification should be submitted by the party
11. Original latest Solvency certificate from a scheduled bank in India (Rs 100 Lakhs).
12. Copy of PAN card.

Sign and Seal of the Bidder

DECLARATION BY BIDDERS (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/EXP/E-1428

I hereby submit documents for **Essential Qualification requirement for tender no RE/MUM/EXP/E-1428**

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 authorized 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

Cargo Description: 22500 Freight tons of cargo subject to a variation of +/- 10 % (*no contractual or legal binding on BHEL regarding cargo volume*) has to be transported, under this contract to Safer, Marib Project site in Yemen through Hodeidah Port, Yemen. There are two different sets of cargoes to be transported to Marib project site, Yemen.

- (A) One set of cargoes of 2500 Freight Tons Approx (to be shipped in two LOTs) will be delivered to the contractor at Mumbai port. Contractor has to receive / consolidate the cargo and arrange for storage in or around Mumbai, carry out Export Customs clearance and arrange Ocean freighting from Mumbai Port to Hodeidah port, carry out custom clearance at Hodeidah port and further land transportation to site, including unloading of the cargo at site i.e Marib Yemen as per detail scope of work. Expected date of availability of 1st Lot of cargo in Mumbai will be 1st week of January 2014 tentatively.
- (B) Another set of cargoes of approx 20000FRT (arriving in multiple lots) will be delivered at Hodeidah Port (Yemen) directly. The contractor have to receive cargo under hook of the vessel, to do the custom clearance and further land transportation to site including unloading of the cargo at site i.e Marib Yemen as per detail scope of work. The cargo has already started arriving at Hodeidah Port.

Packing List

Cargo description “A” Tentative Packing list of 2500 FRT i.e India Export Cargo : Detail packing list is not available. However maximum dimension will be restricted to 13x3.5x3 Mtr and Maximum single piece weight will be restricted to 20MT. Actual packing list will be provided at the time of shipment only.

Cargo discription “B” Tentative Packing list of 20000 FRT i.e Third country Export cargo: (Detail packing list as per separate attachment and annexure to packing lists from annexure I to annexure 7). Packing list is indicative only for giving a general idea of cargoes. Actual packing list will be provided at the time of shipment only.

Sign and Seal of the Bidder

**Summery of Tentative Packing List For RE/MUM/EXP/E-1428
(Details as per Annexure I to Annexure 7)**

S.N.	Material Description	Dimension (CM)			Weight (KG)	Approx. CBM	FRT
		L	B	H			
1	Fin fan cooler	Refer Annexure- 1			66315	431	431
2	Exhaust gas system	Refer Annexure-2			1366748	8034	8034
3	Air Intake system	Refer Annexure- 3			405522	4946	4946
4	Air Intake system	Refer Annexure- 4			105038	950	950
5	Fuel gas treatment plant (off base)	Refer Annexure- 5			347,850	2,401	2,401
6	AIR FILTER UNIT	Refer Annexure- 6a & 6b			58016	989	989
7	FUEL OIL STORAGE, TREATMENT AND FORWARDING SYSTEM	As per annexure 7			574500	2489	2489
Total						20240	20240

The scope of work covers the following:

1. **Transportation of Cargo covered under (A) “CARGO DESCRIPTION” from Mumbai through the Load Ports of MbPT / JNPT and discharge at Hodeidah Port and onward transportation to Saafer, Marib Project site till unloading at site , including:**
 - a. Arrange for suitable storage area/warehouse both open and covered near Mumbai to receive and consolidate cargo from BHEL or BHEL’s vendors. The size of the godown should be enough to store at least 1250 Freight Tons of material at a time. The successful contractor will have to intimate the address / location to enable BHEL / BHEL’s vendors to deliver the project cargo. The contractor can also arrange for storage at MBPT or any CFS , but the storage / demurrage charges will have to borne by the contractor. Wharfage charges for cargo at MBPT only will be borne by BHEL.
 - b. The contractor shall arrange for unloading of the cargoes received at the godown / Port / CFS at Mumbai and issue proper receipts to the transporter. The contractor has to ensure the safety of cargo in his custody and keep proper record of arrival and dispatch of cargo to /from the godown or warehouse and send weekly updates to BHEL via email giving details of the packages as well as LR, consigner details etc.
 - c. The contractor may have to shift the cargoes stored in our Export CHA godown at Mumbra to Contractor’s warehouse or Port . Loading on the vehicle will be done by our Export CHA at his warehouse. Charges for this activity will be paid as per schedule “B1” of price bid.
 - d. As soon as the contractor is ready to arrange vessel for the consolidated cargo at the warehouse / CFS / MBPT ,the Contractor shall give intimation to BHEL to enable BHEL raise export documentation like Export invoice etc.

- e. The contractor should make all efforts to ship the cargoes within 15 days from the date of the accumulation of 1250 freight tons. (where export invoice has been raised by BHEL).
- f. It is the responsibility of the contractor to ensure that the vessel / vessels used for sea freighting complies with all the necessary national / international / insurance /safety regulations and its age is less than 25 years. The vessel / vessels used are certified for sea worthiness by Loyds Register or Equivalent and should be with Institute of Marine Cargo clauses 1 or A. (A shipping company certificate certifying this should be given with each BL). The contractor can choose the type of vessel (Break-bulk or Container) depending upon the nature of cargo available. The Break-bulk cargoes should be shipped under deck only without any transshipment between the load Port and discharge Port. The vessels arranged should be eligible to call at Yemen Ports (the vessels used must comply with the local rules / regulations). The vessels to be arranged on Full Liner in – Full Liner out basis.
- g. Check and supervise the cargo availability at Port / CFS storage area and recheck the dimension of each package available. Conduct pre shipment survey of packages including measurement by licensed measurer. The report will have to be submitted. The measurements indicated in the report shall be taken as final dimensions of the cargo.
- h. Forward the pre-shipment survey measurement report to BHEL for preparation of customs documents.
- i. Contractor to inform BHEL sufficiently in advance the input documents required for Export custom clearance. Arrange for customs clearance of the materials at load port i.e Registration of DEEC license with customs, collection of export documents from our office, processing the multiple shipping bills (**DEEC / drawback etc as the case may be as advised by BHEL from time to time**) and providing necessary endorsed documents of export (EP & EC copy of S/Bills, ARE-1 endorsed by customs, SDF etc.) including processing of drawback claim and ensure the same is received by BHEL in their bank account. For cargoes shipped through Mumbai Port , the contractor will have to do the octroi procedures for the “N” form facility available to BHEL and close the “N” form after export and provide the closed “N” form for each cargo along with the shipping bills to BHEL after completing the export of cargo.
- j. Take all the necessary permissions from the relevant agencies at Port / CFS etc for carting of cargo without any involvement of BHEL.
- k. Arrange for Loading of the materials from the contractor’s warehouse and transportation to the Port / CFS , arrange movement and handling of the cargo inside the port, load the cargo on to the vessel (at MBPT) arranged by the contractor. All charges like hook on / hook off , stevedoring / crew and port charges pertaining to the vessel shall be to the contractor’s account (BHEL will pay only the cargo wharfage charges thru PD account at MBPT). In case the cargoes are being shipped in containers from JNPT Port , then the contractor will have to arrange suitable containers, stuff the container ,lashing of the cargo transport the loaded container to the vessel and load the containers on the vessel at JNPT. All CFS/ THC charges to be borne by the contractor.
- l. Arrange passes for BHEL personnel for visit / supervision of the cargo loading activity into the vessel / container if desired.
- m. Arrange for ocean freighting of cargo from Mumbai Port / JNPT to Hodeidah port Yemen using vessels of shipping lines having good track records of timely delivery.
- n. In case of any congestions at load / discharge port, the contractor to do all necessary work for vessel berthing. BHEL shall not be responsible for any vessel idling / detention charges due to delay in berthing including (1) Delay in allocation of berth at load / discharge port (2) Delay in berthing of the vessel due to non availability of the customs clearance documents

(3) Delay in berthing for want of arrangement of requisite Trucks/ Trailers / Barges etc for direct delivery from the vessel.

- o. All Port demurrage / handling Charges at Load Port (Mumbai / JNPT) shall be to the contractor's account. Only Wharfage charges for cargo at Mumbai Port (MBPT) shall be borne by BHEL.
- p. All port demurrage & container detention etc incurred at Hodeidah Port up to 15 days after issuing of LOI or Handing over of complete set of documents (for customs clearance at Yemen) whichever is later will be reimbursed by BHEL at actuals against submission of proof of payment, rest will have to be borne by the contractor.
- q. The contractor / his overseas associate must be well versed in customs clearance / import documentation procedures of Yemen and has to do advance Liaisoning with PUBLIC ELECTRICITY CORPORATION (PEC), Sana'a, & relevant Yemen Govt Departments / Customs / BHEL Sana'a office etc and keep the necessary customs clearance paper work ready ,including amendment of Master List ,if required, by proper coordination with PEC, Yemen Customs and other relevant government authorities , etc (also arrange for translations wherever required) before cargo arrival to avoid detention / demurrage. Custom Duty has already been paid by PEC (the Contractor should do the necessary coordination wherever Duty payment cheque has to be arranged from PEC without any delay.).Arrange timely customs clearance of cargo at Discharge Port.
- r. Safe discharge of cargo to wharf and subsequent loading on to suitable trailers / trucks (arranged by the contractor) or directly loading on to trailers / trucks as per contractor's convenience. In the case of containerized cargo , unloading the containers from the vessel ,receive the containers from the vessel and destuff the containers and take delivery of the cargo. All discharge port THC / CFS / Return of empty container charges will be to the contractors account.
- s. Clear, forward and transport the cargo from the Discharge Port in Yemen to Marib Project site. Take necessary permissions from the concerned statutory authorities / Customs / Port etc for movement of the cargo. Payment of statutory levies and other costs for transportation overseas including arranging security escort , if necessary, shall be in contractor's account.
- t. The contractor shall give advance notice to the Marib site authorities regarding arrival of cargo and coordinate closely with site authorities and finalize / inspect the storage area at site well in advance for Unloading. **Contractor has to arrange for Unloading of cargo at site storage area.**
- u. Contractor to ensure "Material Receipt" Certificate duly signed by the consignee or their authorized agent and provide the same to BHEL along with Bills immediately after delivery of the cargo to the consignee. This document shall preferably be in English language and in case the same is not feasible, English translation by any of the Govt. approved translator shall be acceptable. This translation should clearly indicate English translation of dates, signing person's name and stamps.

2. Transportation of Cargo "B" of CARGO DESCRIPTION" from Hodeidah Port, Yemen to PEC Project site in Safer, Marib, Yemen till unloading at site including:

- a. The contractor has to coordinate with / BHEL , Saan'a office / agent of the vessel carrying the cargo to receive the cargoes delivered at Hodeidah Port on "Liner Out " terms.
- b. Most of the Cargoes given at cargo description "B" are expected to be delivered under hook of the vessel ("Liner out" terms) at Hodeidah Port, However if some cargoes are delivered on "Free Out" terms , then the contractor will have to arrange for Discharging of such cargoes from the vessel (Refer SI No A6 of PRICE BID).

- c. The contractor / his overseas associate must be well versed in customs clearance / import documentation procedures of Yemen and has to do advance Liaisoning with PUBLIC ELECTRICITY CORPORATION (PEC), Sana'a, & relevant Yemen Govt Departments / Customs / BHEL Sana'a office etc and keep the necessary customs clearance paper work ready ,including amendment of Master List ,if required, by proper coordination with PEC, Yemen Customs and other relevant government authorities , etc (also arrange for translations wherever required) before cargo arrival to avoid detention / demurrage. Custom Duty has already been paid by PEC (the Contactor should do the necessary coordination wherever Duty payment cheque has to be arranged from PEC without any delay.).Arrange timely customs clearance of cargo at Discharge Port.
- d. Ensure Safe receipt of cargo (Ref "B" of CARGO DESCRIPTION) "Under-Hook" of the vessel at Hodeidah Port, Yemen on to suitable trailers / trucks (arranged by the contractor) OR receipt of the cargos on the wharf and subsequent loading on to suitable trailers / trucks (arranged by the contractor) as per contractor's convenience. All the port terminal handling / carting at Hodeidah Port are to the contractor's account.
- e. In the case some cargo is delivered in COC containers at Hodeidah Port on "Liner out terms" the the contractor has to arrange to receive the containers from the vessel and destuff the containers and take delivery of the cargo. All discharge port THC / CFS / Return of empty container charges will be to the contractors account . However the SOC containers should not be destuffed , they have to be delivered to the site as it is.
- f. All port demurrage & container detention etc incurred at Hodeidah Port up to 15 days after issuing of LOI or Handing over of complete set of documents (for customs clearance at Yemen) whichever is later will be reimbursed by BHEL at actual against submission of proof of payment, rest will have to be borne by the contractor.
- g. The contractor should arrange trucks / trailers / customs documents well in advance of vessel arrival at Hodeidah Port to avoid any vessel detention. Any vessel detention attributable to delay from contractor's side will be recovered from the contractor's bills.
- h. Clear, forward and transport the cargo from Hodeidah Port in Yemen to Marib Project site. Take necessary permissions from the concerned statutory authorities / Customs / Port etc for movement of the cargo. Payment of statutory levies and other costs for transportation including arranging security escort, if necessary ,shall be in contractor's account.
- i. The contractor shall give advance notice to the Marib site authorities regarding arrival of cargo and coordinate closely with site authorities and finalize / inspect the storage area at site well in advance for Unloading. **Contractor has to arrange for Unloading of cargo at site storage area**
- j. Contractor to ensure "Material Receipt" Certificate duly signed by the consignee or their authorized agent and provide the same to BHEL along with Bills immediately after delivery of the cargo to the consignee. This document shall preferably be in English language and in case the same is not feasible, English translation by any of the Govt. approved translator shall be acceptable. This translation should clearly indicate English translation of dates, signing person's name and stamps.

Sign and Seal of the Bidder

SECTION III

INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before filling up the format for EQR(Section I) techno-commercial bid (SECTION VI) and Price bid (SECTION VII).
2. **The contractor will have to ensure that the cargo is shipped / transported out at the earliest as per scope of work.**
3. The bidder while submitting the offer should consider the shortest, most safe ,economical and reliable logistics to be adopted for transportation of cargo.
4. The price offer must be made only in the formats enclosed with this tender.
5. The offers shall be kept valid for a period of 2 **month** from the date of opening of the tender.
6. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
7. The offers shall be made in separate envelopes for

(a) Qualification Bid (Envelope-I)

Following documents required to be submitted in this envelope.

1. All documents mentioned/required as per in Section-I i.e **Essential Qualification Requirement for bidders.**
2. **Application form duly filled as per section I.**
3. **Self certifications as per section I.**
4. Demand Draft in favors of BHEL for **Rs 200000/- (Rs Two lakh only)** as EMD. **Offers without requisite E.M.D. will be rejected.**

This envelope should be clearly superscribed as ‘**Qualification BID- Envelope-I**’ with the seal and mark of the Bidder

(b) Technical Bid (Envelope-II)

Technical Bid of only those bidders will be opened who qualify in EQR (Section I).

Following documents required to be submitted in this envelop

1. Entire tender document along with blank price bid duly signed and stamped on each page.
2. Compliance letter on letter head (Section VIII) duly signed and stamped.
3. Technical Requirements (Section VI) as per Format(on letter head) duly signed and stamped.
4. Copy Packing list i.e annexure I to VII duly signed and stamped.
5. IP agreement (Annexure VIII) duly filled and signed by authorized signatory. An authority letter indicating that the person signing the IPA is the duly authorized by the company/firm shall also be enclosed.

This envelope should be clearly superscribed as ‘Technical BID- Envelope-II’ with the seal and mark of the Bidder.

(c) **Price Bid (Envelope –III)**

Price bids of only those bidders will be opened who qualify in EQR (Envelop I) & Technical Bid(Envelop II).

1. Carefully filled Prices as per the format in this tender document (Section VII) .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 Multimodal Transportation of Project Cargo from (1) Mumbai to Marib Project site, Yemen (2) Hodeidah Port to Marib Project site, Yemen.**

– Tender **No. RE/MUM/EXP/E-1428** 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 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.

EVALUATION CRITERIA:

1. Technical offers (Envelop II) of Parties who qualify in the **Essential Qualification Requirement(Envelop I)** will only be opened and considered for evaluation.
2. The **Price bids offers(Envelop III)** of Parties who qualify in the Technical offer (**Envelop II**) will only be opened and considered for evaluation. **BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid** of technically qualified bidders.
3. The schedule A1, A2, A3, A4, A5 of price bid are considered for price evaluation.
4. Schedule B will not be considered for Price evaluation.
5. The L1 party of schedule A after RA or price bid opening will have to match the lowest of rates received in the non evaluation schedules i.e Schedule B.
6. **The offers will be evaluated on the basis of the total price basis (Ref Price Bid) as shown in the price bid.**

Sign and Seal of the Bidder

SECTION-IV

SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.
- (2) **Security Deposit:**

If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute “No Demand Certificate” in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, the amount of Security Deposit will be released to the contractor after deducting all costs , expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.
- (3) **Transit Period permitted is as under:**
 - i. **For cargoes delivered at Mumbai (Ref A of CARGO DESCRIPTION) the transit period permitted is 50 days. The The transit period shall start from the 16th.day of the accumulated cargo reaching 1250 freight tons OR handing over of Export documents for the last lot making 1250 freight tons, which ever is later, and will end on delivery of cargo at Marib, Yemen site. (BHEL has no objection if the contractor ships the cargo before accumulation of 1250 freight tons, however in such cases the vessel sailing date will be considered as the start of transit period)**
 - ii. **For cargoes delivered at Hodeidah Port , Yemen (Ref Bof CARGO DESCRIPTION) the transit period permitted is 40 days .The transit period for each lot of cargo shall start from the date of berthing of vessel at Hodeidah Port Yemen or placement of LOI whichever is later and will end on delivery of cargo at Marib, Yemen site.**
- (4) **The contract should be valid for a period of 09 months from the date of issue of LOI.**
- (5) Draft BL/MTD has to be approved by BHEL. BL/MTD has to be clean and mentioned ‘FREIGHT PREPAID’. Contractor to ensure that OB/L is released on the next day of ship sailing date. If issue of OB/L is delayed then penalty of Rs1000/- per day will be charged starting from 4th.working day of ship sailing date(sailing date exclusive) irrespective of time of sailing.
- (6) EP copy : Contractor to ensure there is no EGM error in customs due to which release of EP copy is delayed. If found later on that there is EGM error then the contractor has to resolve the issue with customs.
- (7) All invoices / documents/receipts must be in English. All documents issued in Arabic/any other language must be translated in English and certified by a Chamber of Commerce or Legal Translator Certified copies of Receipts for release of other payments.
- (8) **Offers of those Bidders who are on Hold/Banned/Delist list of BHEL will not be considered for evaluation.**
- (9) Two consecutive delays, for reasons of delay attributed to the Contractor, in execution of the contracts where delay occurred is such that
 - a) Prescribed maximum transit time limit of the contract is reached/exceeded or
 - b) Delay period has equaled/exceeded the original transit time period specified in the contractsWhichever among the above is earlier may result in the Contractor being put on hold for future enquiries

(10) **Following documents shall be required:-**

- (a) Three sets of OBL/MTD/Receipt for Shipment MTD in original wherever applicable along with requisite no of Non negotiable copies., One OBL will be given to the contractor in Mumbai for custom clearance at Yemen
- (b) Freight Invoice (Original + 2 Copies) along with the exchange rate certificate from SBI.
- (c) Sailing report from the agent/master/shipping co.
- (d) Statement of Facts from the vessel agent at Load Port / Discharge Port.
- (e) Necessary certificates from the shipping company that the vessels are certified for seaworthiness by Lloyds Register or equivalent and complies with Institute of Marine Cargo clauses 1 or A. & vessel age certificate.
- (f) "Material Receipt" certificate

(11) **PAYMENT TERMS**

All the payments shall be released in line with the prices finalized in the Contract. Separate Freight invoices for export from Mumbai shall be submitted for separate shipping bill. Supporting documents may be submitted in common to all invoices. For cargoes directly arriving at Hodeidah port separate invoices may be submitted for separate Bill of ladings.

- 1 Payment of 90% Charges (**Sch A1 Price Bid**) & 100% Charges (**Sch B1 Price Bid**) shall be released against Freight invoice and other shipment related documents after sea freighting of each Lot within 15 days through electronic transfer (RTGS) directly to your bank account after receipt of clear and proper Invoices with supporting documents to be enclosed with 90% bill in triplicate
 - (a) Measurement Slip
 - (b) Original BL
 - (c) Customs attested invoice and pkg list
 - (d) Original EC shipping bill
 - (e) Endorsed SDF
 - (f) Proof of closure of octroi "N" form where ever applicable.
 - (g) MbPT Chappa if exported from Mumbai Port.
2. Balance 10% Charges (**Sch A1 of price bid**) and 100% payment of overseas transportation (**Sch A2 ,A3, & A4 of Price Bid**) & A5 (if applicable) will be paid after receipt of proof of delivery at site for each lot , within 15 days of receipt of your clear & proper Invoices along with the following supporting documents. Documents to be enclosed with bill in triplicate
 - (a) In case of DBK S/B dbk amount/scroll copy
 - (b) MRC duly signed and stamped showing date and no. of pkgs.
 - (c) Endorsed ARE-1 Original
 - (d) Original EP S/B
 - (e) Documents/ relevant email correspondences with consignee / site.
 - (f) Export landing certificate.
 - (g) B/E copies filed with Yemen customs
 - (h) All CMR copies for overseas transportations.
3. INR – USD Exchange Rate shall be as per SBI / India TT selling exchange rate as under :
 - (a) For payment under Schedules A1 of the Price Bid, the rate prevailing on the date of sailing of the vessel from Mumbai / JNPT will be applied.
 - (b) For payment under Schedules A2, A3 ,A4 & A5 (if applicable) of the Price Bid, the rate prevailing on the date of berthing of the vessel at Hodeidah Port , Yemen for each lot of cargo will be applied.
 - (c) In case the above pertinent days for calculation of Exchange rate falls on holidays, then the Exchange rate as defined above should be considered for the next working day.

Sign and Seal of the Bidder

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 Company shall mean Bharat Heavy Electricals Limited, in short BHEL, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- 1.2 "CONTRACTOR" shall mean the individual, or firm or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Discharge Port or Project store or any other place/location, as specified in the contract, at which the Cargo/ equipment are to be delivered and services are to be performed as per the specifications prescribed in the contract
- 1.4 The "CONTRACT" or "CONTRACT DOCUMENT" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Company and the Contractor together with the documents referred to therein including the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed 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 remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the contractor. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Contractor with no claim on either side.

2.0 DISCREPANCY AND CONTRADICTION

- 2.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special

Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.

- 2.2 In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, GM/ROD (Mumbai)/BHEL or his authorized representative shall be the deciding authority with regard to intention of the contract.

3.0 ISSUE OF NOTICE:

- 3.1 The Contractor shall furnish the name, designation and addresses of his authorized agents/associates at Mumbai (India), at the Load Port and at the discharge Port. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent/representative through any mode (e-mail, telegram, fax, letter by courier, ordinary post / registered post / hand delivery or by any other means etc.).

4.0 ARRANGEMENT OF SHIP:

- 4.1 The Contractor shall arrange the ship(s) on specific intimation(s) from BHEL in writing or the time/schedule indicated in the LOI/Work order/Contract without delay. If the contractor fails to do the same as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

- 4.2 Before arrival of the Ship, the Contractor will inspect the cargo available in Port whether under the custody of the Contractor or BHEL or its supplier or any other authorized representative and ensure its sea worthiness. Any deficiency in this regard shall be brought to the notice of BHEL in writing suggesting remedial measures to enable BHEL to make it sea worthy. Alternatively, such action can be taken by the contractor after obtaining written approval of BHEL to the action as well as to the cost. Such cost incurred by the contractor shall be reimbursed by BHEL to the contractor. After such remedial measures, the contractor shall be responsible for loading of the cargo on the Ship arranged by the contractor.

- 4.3 The contractor shall also intimate BHEL in writing about the documents required for loading of the cargo on the ship. He will be responsible for examination of all the required documents before arrival of the Ship and any discrepancy in the same shall be attended to by the Contractor /BHEL in time to ensure loading on the Ship arranged by the Contractor as per cl.3.1 above.

5.0 DETENTION OF THE SHIP :

- 5.1 It will be the responsibility of the contractor to ensure that all the declared and available cargo is loaded on the ship in time without its detention. If the ship is detained without any written request from BHEL, the contractor shall be fully responsible for detention of the Ship and BHEL shall in no way be liable to pay any detention charges whatsoever.

6.0 INVOICES AND PAYMENT TERMS:

- 6.1 The Operator 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.

- 6.2 90 % Shipment Ocean Freight (Freight from Mumbai till discharge Port) shall be paid within 15 days of submission of Freight invoice and delivery of Original MTDs, Copy of the statement evidencing vessel sailing date.

- 6.3 Balance 10% of the ocean freight alongwith 100% overseas land transportation charges (barge/road transportation) shall be paid within 15 working days of receipt of bills appended with CMR duly endorsed for material receipt/certificate from consignee with date of receipt of cargo. Penalty, if any shall be recovered from these bills.

- 6.4 For Ocean freight payment and land transportation , INRs-US\$ exchange rate shall be as per SBI/India TT Selling exchange rate prevailing on the date of sailing of the vessel will be applied. In case above dates fall on holidays the Exchange rate as defined above should be considered

for the next working day. The port charges at discharge port/transit ports if any shall be included in the freight. The cross country exchange rates of USD shall be taken on the day of payment additional port charges (Demurrages etc.) for re imbursement on the day of payment. Wherever the bill is in other language translation needs to be made for payment purpose.

- 6.5 The Freight shall be paid on the basis of the price bid finalised schedules only.
- 6.6 The payments shall be made through RTGS/NEFT. The contractor would be required to submit bank details for receiving the payments.
- 6.7 Even if the prices offered are inclusive of Taxes, the contractor will have to produce invoices showing the tax elements separately.
- 6.8 In case the, TDS is not to be made, the contractor will have to produce the exemption letter from the relevant authorities to this effect.

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 validity 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 risk and cost of the contractor and also forfeit the security deposit.
- 7.2 To recover any moneys due from the Contractor, from any money due to the Contractor under this or any other contract or from the Security Deposit.
- 7.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

8.0 OBSERVANCE OF LOCAL LAWS :

- 8.1 The Contractor shall comply with all Laws, Statutory Rules, and Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 8.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be Leviable on account of any of the operations connected with the execution of this contract.
- 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 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.

10.0 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 FORCE MAJEURE:

The following shall amount to force majeure conditions:-

11.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, land slides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.

11.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to BHEL within 14 days from the date of occurrence thereof.

11.3 The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such 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.

11.4 Force Majeure conditions will apply on both sides.

12.0 PREVENTION OF CORRUPTION:

12.1 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.

12.2 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.

13.0 ARBITRATION

13.1 If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between BHEL and the Contractors, the same shall be referred to the sole arbitrator i.e. General Manager, BHEL, ROD, Mumbai or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both the parties.

13.2 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.

13.3 The place of Arbitration will be BHEL, ROD office, Mumbai.

14.0 LAWS GOVERNING THE CONTRACT:

14.1 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.

15.0 SHORT – LANDED OR DAMAGED GOODS.

15.1 It shall be the responsibility of Contractor to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/losses/damages. Under no circumstances, the intimation be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.

15.2 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.

15.3 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.

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

16.0 REQUIREMENTS OF PERFORMANCE.

16.1 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.

16.2 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.

16.3 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.

16.4 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.

17.0 INDEMNITY:

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

18.0 SECURITY DEPOSIT:

18.1 Successful bidder shall submit a percentage of the total contract value as security deposit within three days of issue of LOI for the contract.

18.2 Security Deposits should be collected from the successful tenderer. The rate of Security Deposit will be as below:

- Up to Rs.10 lakhs: 10%
- Above Rs.10 lakhs up to Rs.50 lakhs : Rs 1.0 Lakhs +7.5% of the amount Exceeding Rs.10lakhs.
- Above Rs.50 lakhs: Rs.4 lakhs +5% of the amount exceeding Rs. 50 Lakhs.

18.3 The security Deposit will have to deposited before start of the work by the contractor.

Security Deposit may be furnished in any one of the following terms:

- i) Cash (as permissible under the Income TaxAct)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local Cheques of the scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from scheduled banks/ public financial Institutions as defined in the Companies Act. The bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of Contractor, A/C BHEL, duly discharged on the back.
- vii) EMD of the successful tenderer can be converted and adjusted against the security Deposits.
- viii) The Security Deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iv) & (vi) above will be subject to hypothecation of 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).

18.3 Security Deposit / BG's shall be released after one month of successful execution and completion of the contract and receipt of No Claim Certification.

19.0 Earnest Money Deposit (EMD):

19.1 EMD amount **Rs. 2,00,000** will have to be submitted along with the Techno commercial offer. Offer without EMD shall be rejected.EMD Submitted along with other tenders by the vendors will not be considered even if reference of the same is provided and the offer is liable for rejection.

19.2 EMD by the Tenderer will be forfeited as per Tender Documents If:

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rated.
- ii) The tenderer does not commence the work within the period as per LOI/ Contract. In Case the LOI/ Contract is silent in this regard then within 1 month after award of contract.

19.3 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.

19.4 EMD shall not carry any interest.

20 REVERSE AUCTION:

- 20.1 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. result in non-consideration of their bids, in case BHEL decides to go for RA. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid in the Reverse Auction. Non-submission of “online sealed bid by the bidder will be considered a tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 20.2 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 we are unable to finalize the order through Reverse Auction for any reason whatsoever, the order would be finalized based on the sealed price bids (Part –II).
- 20.3 In case of tender being finalized through Reverse Auction, the bidders will have to adhere to the guidelines provided in the Business Rules of Reverse Auction. In case a Techno commercially acceptable vendor does not agree to participate in the Reverse Auction process, the same will be treated as with drawl of the offer and their EMD will be forfeited. **Vendors are also warned against delay in participation and delaying the process of Reverse Auction.**

20.4 Terms and Conditions for Reverse Auction:

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

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

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

Sign and Seal of the Bidder

SECTION-VI
TECHNICAL BID (RE/MUM/EXP/E-1428)

Sr. No	Description	Remarks
1.	<u>Tender Documents:</u> Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped on each page is to be submitted in technical bid.	Agreed
2.	<u>Compliance Letter:</u> The compliance letter duly signed and stamped on letter head is to be submitted in technical bid.	Agreed
3.	<u>Vessel Requirements:</u> Vessel requirements as detailed in scope of work. The age of the vessel will be less than 25 years & will be eligible to call at Yemeni Ports. The certification of the vessel for seaworthiness by Lloyds Register or equivalent and complies with Institute of Marine Cargo 1 or A ,will have to be submitted along with the Freight Invoices.	Agreed
4.	<u>Transit Time : in no. of Days</u> TOTAL TRANSIT TIME: (A) 50 days for cargo from Mumbai (B) 40 days for cargo from Hodeidah as per Transit Period clause in Special conditions in Section-III	Agreed
5.	<u>Transit penalty due to late delivery at Marib site</u> for delays in days beyond the stipulated transit period shall be 5% per week Prorata, limited to a maximum of 10% of the total freight amount / charges for each lot of cargo. The transit period shall exclude the following which will however shall be on the basis of production of documentary evidence for these exclusions : (i) Delays in receipt of import documents like Invoice/ Pkg. list/ Cert of Origin etc (ii) Delays in any documents by PEC/BHEL for arranging custom clearance at Hodiedah.	Agreed
6.	<u>Payment Terms:</u> As Specified in Special and General terms &Conditions	Agreed
7.	<u>Indemnity:</u> M.T.O. 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
8.	<u>Arbitration:</u> As Specified in General Terms & Conditions.	Agreed
9.	<u>Force Majeure:</u> As specified in the General Term & condition.	Agreed
10.	<u>Validity:</u> The contract shall remain valid till 9 months after ward of LOI.	Agreed
11.	<u>Lifting Beams & Accessories:</u> CONTRACTOR to arrange for lifting beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading and transshipment of the cargo both in India and overseas at their cost.	Agreed
12.	<u>Insurance:</u> Insurance from works to site 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 /serving notice to the carrier etc to be arranged by the CONTRACTOR. All documents, as required for filing claim by BHEL shall be arranged by you 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

13.	<u>Additionalwar Risk Insurance:</u> 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
14.	<u>Cancellation Of The Contract:</u> BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract. If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract. BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.	Agreed
15.	<u>Taxes:</u> All taxes on freight, insurance and other dues of the vessel and trailers shall be to the Contractor's A/c. The Contractor shall be responsible for payment of any Sales, Service, Income Tax or any other form of Tax leviable not envisaged in the tender on transportation activity carried out in transit/discharge country being main/sub contractor of BHEL.	Agreed
16.	<u>Govt.Rules & Regulations</u> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licences, and permits for operation in India / transit country / discharge countries. It is obligatory for CONTRACTOR to comply with regulating requirements in discharge port countries are fully met before award of the contract.	Agreed
17.	<u>Custom Clearance At Load Port , Discharge Port & Hodeidah Port :</u> CONTRACTOR to do the custom clearance and all the arrangement of documentation / necessary advance coordination as given the scope of work policy, customs etc.	Agreed
18.	<u>Octroi Procedules:</u> The contractor will have to complete the octroi "N" for procedures (BHEL has "N" form facility) for cargoes shipped from Mumbai Port and will close the "N" form after export and submit proof of closure to BHEL.	Agreed
19.	The quantity of cargo indicated is based on the preliminary estimates and may under go change.	Agreed
20.	<u>Risk Purchase:</u> In the event of failure of CONTRACTOR to lift the consignment offered to them, 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 vehicle/vessel is placed as and when requisitioned.	Agreed
21.	<u>RA terms and condition</u> : As per general terms and condition. The final price break up after the RA has to be in proportion to the initial break up given at the time of online sealed bid.	Agreed
22.	Bidders has to submit details of person who will participate in Reverse auction Name _____; Designation _____; office phone no _____; mobile phone no _____; email id _____.	Agreed
23.	<u>Integrity Pact Agreement & Authority Letter</u> : Integrity pact Agreement (IPA) is duly signed and stamped on all pages by authorized person of the company/firm/bidder.(Annexure VII). An authority letter indicating that the person signing the IPA is the duly authorized by the company/firm.	Agreed

Sign and Seal of the Bidder

SECTION-VII

No.RE/MUM/EXP/E-1428

FORMAT FOR PRICE BID

Sch	Description	Unit	Total Qty	Unit Rate in USD	Total in USD
A	B	C	D	E	D x E
A1	Charges for unloading at contractor's godown /CFS/ Port, Storage, loading, arrangement of handling equipments for loading/unloading, survey, transportation to Port, Handling at Port ,Carting, weighment, Customs clearance, documentation ,Loading on to vessel and ocean freighting from Mumbai Port to Yemen Port (FULL LINER IN & FULL LINER OUT)basis for cargo at "A" of CARGO DESCRIPTION	Freight Ton	2500		
A2	Charges for receiving cargo under hook of the vessel at Hodeidah Port, overseas custom clearance / port clearance, the activities defined in the scope of work (including coordinating for customs documentation,, arranging custom clearance , Port clearance at Yemen sea port,, handling at Yemen seaport, including loading on trucks for onward transportation to site for cargoes at "A" & "B"of CARGO DESCRIPTION.	Freight Ton	20000		
A3	Charges for overseas transportation after custom clearance Inclusive of all the activities defined in the scope of work till Marib project Site for cargo at "A" &"B" of CARGO DESCRIPTION. (Unloading at site will be done by contractor only)	Freight Ton	22500		
A4	Charges for unloading activities at site as per scope of work for "A" & "B" of CARGO DISCRIPTION at Marib Project site.	Freight Ton	22500		
A5	Charges for Discharging cargoes from the vessel delivered on Free Out terms at Hodeidah Port. <i>[Most of the Cargoes given at cargo description "B" is expected to be delivered under hook of the vessel ("Liner out" terms) at Hodeidah Port, However if some cargoes are delivered on "Free Out" terms , then the contractor will have to arrange for Discharging of such cargoes from the vessel .]</i>	Freight Ton	20000		
	TOTAL (A1+A2+A3+A4+A5)		Word		Fig

Note:

- (i) Payment of Freight / Transportation /other Charges for the cargoes (Ref A & B of CARGO DESCRIPTION)shall be as per the actual freight tons shipped. The respective unit rates will be used for calculating the freight / charges payable.
- (ii) B/L charges will be paid fixed at **Rs. 1000 per B/L** for cargoes exported from Mumbai / JNPT.
- (iii) The price should be inclusive of War risk insurance premium.
- (iv) No additional payment (GRI/RRR etc) on any account shall be considered for payment.
- (v) No additional choking/lashing charges shall be applicable.
- (vi) For items at Sl.No A5 of the "Price Bid" the total quantity will vary. The contractor will have do the activity at the quoted rate.

Sign and Seal of the Bidder

No.RE/MUM/EXP/E-1428

FORMAT FOR PRICE BID (cont'd)

Optional Price Schedule (will not be considered for evaluation)

Sch	Description	Unit	Total Qty	Unit Rate in INR	Total in INR
B	B	C	D	E	D x E
B1	Charges for shifting the cargoes from BHEL's CHA godown to the contractor's godown /CFS/ Port for cargoes at "A" of CARGO DESCRIPTION(Loading of cargo on the vehicle will be done by BHEL Export CHA)	Freight Ton	2500		
			Word		Fig

Note:

1. The price quoted should be inclusive of service tax. However contractor has to raise invoice showing service tax separately.
2. Above quoted price is inclusive of all all service tax , fuel increase, transit charges if any .
3. The above quoted price in exclusive of loading charges as this will be done by BHEL Export CHA.
4. The L1 vendor of sch A after RA have to match the L1 price received in Sch B.

Sign and Seal of the Bidder

SECTION VIII

(Letter of compliance in Company's Letter Head)

Date:

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

Sub : Your Tender no RE/MUM/EXP/E-1428

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,

Sign and Seal of the Bidder