



Bharat Heavy Electricals Limited
Regional Operation Division, Kolkata
3rd Floor, BHEL Bhavan, DJ-9/1, Sector-II, Salt Lake City, Kolkata-700091

No.RE/KOL/IMP/2022/001

Date: 10/08/2022

To,

M/s _____

Dear Sirs,

Sub: Re-import of Cranes and other equipment's from MSTPP Rampal Project site, Bangladesh to Kolkata Port India via GR Waiver in 3 LOTS.

BHEL, a Power Equipment Manufacturing Company, intends to **Re-import** cargo from Bangladesh to Kolkata. Your most competitive offer is invited for the subject transportation on the following terms and conditions.

BHEL invites offers for movement of above-mentioned cargo. The tender comprises of

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|------|-------------------------------|---|---------------|
| (1) | General Information | - | SECTION - I |
| (2) | Scope of Work | - | SECTION - II |
| (3) | Instruction to bidders | - | SECTION - III |
| (4) | Special Conditions | - | SECTION -IV |
| (5) | General Terms and Conditions | - | SECTION –V |
| (6) | Techno Commercial Cum PQR bid | - | SECTION -VI |
| (7) | Price Bid | - | SECTION- VII |
| (8) | Compliance Letter | - | SECTION –VIII |
| (9) | Integrity Pact | - | Annexure 1 |
| (10) | Packing List | - | Annexure 2 |

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for 02 months for acceptance from the due date of tender. Tender should be submitted as stated in "Instruction to bidders – Section - III". The technical offer should comply with the all tender requirements. **The offers with any deviation will be rejected and the price bid of the bidder will not be opened.**

REVERSE AUCTION WILL BE CONDUCTED FOR THIS TENDER.

Thanking you,

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

-SD-

Manager (MM & Logistics)

Encl: Section I to VIII

Annexure 1 to 2

SECTION I
General Information

BHEL intends to appoint a Contractor for **re-import** of cranes and other equipment's from MSTPP Rampal Project site in Bangladesh to Kolkata port, India **in three lots/ shipments**. The contractor will have to receive cargo from MSTPP Rampal Project site and deliver it to Kolkata Port. The quantity of cargo is about 6500 Freight Tons (FRT), which has to be shipped in a time span of 12 Months approx. starting from September'22 to August '23 tentatively. The Cargo Volume/weights indicated are tentative which may vary with no contractual and legal binding on BHEL.

Other Details and Contact Persons:

Sno	Name and Address	Phone Nos. & Email
1	<p>BHEL ROD Kolkata Address & Contact:</p> <p>Mr. Manoj Rastogi, GM, ROD-ER</p> <p>Mr. Rajiv Ranjan, Sr. Manager</p> <p>Mr. Tanmoy Sarkar, Manager</p>	<p>Address: Plot no 9/1, DJ Block, 3rd floor, Karunamoyee, Salt Lake City, Kolkata 700091</p> <p>Ph: 033-23216300 Email: mr64@bhel.in</p> <p>Ph: 033-23210973 Email: rajiv.ranjan@bhel.in</p> <p>Ph: 033-23210973 Email: tanmoy@bhel.in</p>
1.1	<p>BHEL PSER MSTPP Rampal Address & Contact: (For coordinating handing over of cargo & documents, measurement, verification & certification of cargo, finalise shipping bills, draft BLs etc., facilitate customs clearance for shipments being dispatched through Mongla port and other associated activities)</p> <p>Mr. Surya Kant Lal, AGM</p> <p>Mr. Saurabh Kumar, Engineer, PSER-FEX</p>	<p>Address: 2x660 MW Maitree Super Thermal Power Project, PO-Kalekharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh</p> <p>Ph: +880-1320865522 Email: suryakant.lal@bhel.in</p> <p>Ph: +881-714067552 Email: saurabh.kumar@bhel.in</p>
1.2	<p>BHEL PSER Kolkata Address & Contact: (For Monitoring & Execution of contract, receipt of cargo at Kolkata, bill verification, payment and other associated activities)</p> <p>Mr. Parimal Kanti Biswas, AGM, PSER- Maitree Cell</p> <p>Mr. Manish Agrawal, Manager, PSER- Maitree Cell</p>	<p>Address: Plot no 9/1, DJ Block, 4th floor, Karunamoyee, Salt Lake City, Kolkata 700091</p> <p>Ph: 033-23398041 Email: pkbiswas@bhel.in</p> <p>Ph: 033-23398046 Email: magarwal@bhel.in</p>

2	Terms of Delivery at origin:	Ex Works (2 x 660 MW Maitree Project Site) Including all custom clearance and all activities as per scope of Work
3	Quantum of cargo in FRT	6500 FRT Approx.
4	Tentative date of supply	September'22 Onwards
5	Due date & Time of submission of EMD	01.09.2022 AT 15:00 HRS
6	Date and time of opening of Technical bid	01.09.2022 AT 15:05 HRS
7	Date and time of opening of Price bid	To be intimated later via E_tender portal
8	Value of Cargo	INR 66.09 Cr (Approx)
9	Consignee details to be indicated in OBL	Bharat Heavy Electricals Limited, Power Sector Eastern Region, Plot no DJ-9/1, Sector-II, Karunamoyee, Salt Lake City, Kolkata 700091

SECTION II
Scope of Work

Cargo Description: Cranes and other equipment's have to be re-imported from MSTPP Rampal site in Bangladesh to Kolkata port, India via GR Waiver. Contractor will have to deliver the cargo to Kolkata port. Cargoes shall be received by the contractor at MSTPP Rampal site in Bangladesh and shall have to be shipped in **three lots/ shipments** as per the following:

Shipment No.	Cargo Description	Tentative FRT	Tentative Shipment Date
Lot 1	<ol style="list-style-type: none"> 1. 250MT Crawler Crane (Make: Kobelco/ Model: CEK2500-2/ M/c Sl. No.:JD04-02488) 2. 600MT Crawler Crane (Make: Liebherr/ Model: LR 1600/2 / M/c Sl. No.:074 531) 	3498	September'22
Lot 2	<ol style="list-style-type: none"> 1. 80 MT Crawler Crane (Make: Fushun/ Model: QUY 80B/ M/c Sl. No.:1029) 	403	October'22
Lot 3	<ol style="list-style-type: none"> 1. 250MT Crawler Crane (Make: Kobelco/ Model: CEK2500-2/ M/c Sl. No.:JD04-02492) 2. 300MT Crawler Crane (Make: Liebherr/ Model: LR 1350-1 / M/c Sl. No.:74113) 3. Misc. Project Cargo(Hydro Test Pump, Industrial Blower, DG Set, Induction Heating Machine, Bolting Machines etc.) 	2599	December'22

Variation

It is likely that Cargo will be imported in three lot sizes. Expected sizes of LOT are 3498 FRT for Lot 1,403 FRT for Lot 2 and 2599 FRT for Lot 3.

Quantity of Lot sizes are tentative only and may vary to any extent. Overall Variation in Quantity and Contract value shall be limited to + 10%.

Total Freight Cargo to be transported: 6500 FRT. Packing List enclosed at Annexure 2. Cargoes are both stackable and non-stackable in nature.

Contractor has to provide the suitable place of unloading and storage at Mongla & Kolkata port. 15 days advance notice for cargo arrival at Kolkata shall be provided by the Contractor. Contractor shall provide 10 days detention/demurrage free period at Kolkata port. During these 10 days, BHEL will place the vehicles at Kolkata Port for loading of the cargo.

Contractor has to obtain clearances from all concerned authorities to transport the cargo through waterways/ riverways & roadways.

Contractor has to arrange all required Material Handling Equipment at port of loading and port of discharge and enroute for safe handling and transportation of cargo from MSTPP Rampal site to Kolkata port and coordinate with BHEL for loading at MSTPP Rampal site. Cargo which are stackable in nature can be stacked with proper dunnage's.

Contractor should assess availability of cargo handling equipment, necessary permissions/port facilities/ suitability of loading/ unloading of cargo at both load port/discharge port in advance depending on nature of cargo and accordingly plan for shipments.

Bidders are advised to have knowledge regarding local site conditions/ Weather conditions/ route feasibility to site/Local social issues/Local labour issues/Local political issues/ Geo-political situation/ Work Culture/ Weekly holidays/ festivals Holidays/ local laws etc.

Scope of Work

1. **Ex- works activities and Ocean Freight**ing of Cargo as per readiness from Customer's works in Maitree Project site Bangladesh to Kolkata Port
2. **Trucking and Handling of cargo:** Contractor must make necessary arrangement for receiving the cargo under hook and unloading the packages at nominated Port storage area at discharge port. Re-loading the packages on BHEL vehicles from storage area will be the responsibility of Contractor.

The scope of work schedule covers the following:

1. Receiving of Cargo from MSTPP Rampal site
2. To arrange Warehouse space near Mongla to accommodate cargo as per lot/shipment near to Mongla Port
3. Unloading and Consolidation of Cargo at warehouse space arranged by contractor near Mongla port including carting.
4. Loading on vehicle and Transportation from Warehouse space upto Mongla Port.
5. Collection of all requisite original documents from BHEL MSTPP Rampal site office.
6. All Export custom clearance activities as applicable at Mongla Port including fumigation of Wooden packages.
7. Arrangement of suitable vessel / Barge for ocean freighting from Mongla port to Kolkata port.
8. All handling activities involved as applicable.
9. Loading on vessel/ Barge at Mongla Port
10. Co-ordination with Insurance surveyor and implementation of surveyor's recommendations for vessel/ loading/ unloading.
11. Ocean transportation of cargo from Mongla Port to Kolkata Port.
12. Issue of clean on board Bill of Lading immediately on sailing of vessel from Mongla Port
13. Unloading from vessel/barge at Kolkata port and safe storage at Kolkata port.
14. Import custom clearance at Kolkata port and including transit clearance if required at any place, including **closure of obligation related to GR Waiver.**
15. Handing over of Customs cleared Cargo at Kolkata port to BHEL duly acknowledged.
16. Handling & Loading of cargo on Trailer/Trucks at Kolkata Port for further transportation. Trailer/ Trucks to be arranged by BHEL PSER Kolkata.

The Bidder shall ensure and be responsible for the smooth execution of various activities listed above. The cost incurred for carrying out of following activities will also be in the Bidder's scope and to form part of price and BHEL in any way shall not pay for the same.

1. Hire charges / any other charge to provide Warehouse space near Mongla and at Kolkata to accommodate cargo.
2. Hire charges / any other charges including all charges for loading and unloading for arranging Cargo handling equipment at all locations wherever required.
3. Cost incurred for ensuring Safe & Secure upkeep of Cargo.
4. Cost of Survey of cargo at the time of receipt of cargo.

Responsibilities & duties of Bidder:

1. Any claim rejection by Insurance authority due to negligence and other reason attributable to Bidder shall be on Bidder's account.
2. Coordination with BHEL MSTPP Rampal site, PSER Kolkata office, Coordination with Bangladesh customs authorities Viz NBR, Customer, Project Director, Bangladesh Ministry, Banks etc and Coordination with Kolkata Customs.
3. All other documentations required for smooth custom clearance.
4. Co-ordination with respective transport authority for smooth movement of Vehicle like entry permit, way bill/road permit, etc. including any taxes& duties, levies, charges, etc. to be paid in Bangladesh shall be on Bidder's Account.
5. Bidder should acquire full knowledge & information about route and site conditions prevailing at site and in Bangladesh as well as in India and in and around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid. The Bidder will not carry the load exceeding the legal requirement of the concerned route.

Detailed Scope of Work

- 1.1. The Bidder has to tie-up with reputed parties in India/Bangladesh for transportation/custom clearance of material, having valid licenses/permissions and escrow account.
- 1.2. The Bidder shall arrange for placement of trailers at MSTPP Rampal site for loading of cargo (Loading of Cargo on trailers shall be in scope of BHEL). Arrangement for suitable storage area/warehouse near Mongla to consolidate cargo from MSTPP Rampal site. The successful Bidder will intimate the address / location of warehouse.
- 1.3. The Bidder shall arrange for unloading of the cargoes received at their chosen storage area. The Bidder has to ensure the safety of cargo and keep proper record of arrival and dispatch of cargo to/from the storage area/ warehouse/port and send daily update to BHEL via email giving details of the packages.
- 1.4. Bidder must arrange for shipment as per the LOTs given in the table of cargo description above. The Bidder needs to check and supervise the cargo availability at site and conduct pre-shipment survey of packages. The pre-shipment survey report will have to be submitted to Concerned BHEL Site Office and also to PSER Kolkata office along with the bill raised by bidder.
- 1.5. Bidder has to inform BHEL in advance about the inputs/documents required for Export custom clearance and arrange for customs clearance of the materials at Mongla i.e do all the required formalities, collection of export documents from MSTPP Rampal site, processing the multiple shipping bills, dock supervision, facilitation, loading supervision, Customs examination at port/ on barge/vessel, all vessel related formalities including filing of shipping bill etc. and providing necessary endorsed documents of export (copy of S/Bills), overtime formalities, shipping line dues etc.
- 1.6. BHEL MSTPP Rampal site/ PSER Kolkata office will monitor, supervise, coordinate, approve checklist, provide authorization and original documents, receive progress reports, Bidder's bill etc. for all cargo received by Bidder from site. Coordinating person details are provided in General Information of the tender.
- 1.7. It is the responsibility of the Bidder to ensure that the vessel/s /barge/s used for sea freighting complies with all the necessary national / international / insurance /safety regulations and its age is **less than 25 years**. The vessel/s /barge/s used are certified for sea worthiness by Lloyds Register or equivalent and should be as per Institute of Marine Cargo clauses 1 or A and should have requisite permission for berthing at Indian/Bangladesh port. A shipping company certificate certifying Class/sea worthiness should be given with each BL. The vessels/barge arranged should be eligible to call at Bangladesh and Kolkata Ports (the vessels/barges used must comply with the local rules / regulations). The vessels/ barge to be arranged on Full Liner in – Full Liner out basis. All vessel/barges to be put to use by the bidder, shall have all certificates including sail worthiness certificate, requisite

- institution of classes/Marine insurance certificate and should have requisite permission for berthing at India/Bangladesh port.
- 1.8. Bidder will take all the necessary permissions from the relevant agencies at and outside Port etc. for carting of cargo/ Lift On, Lift Off activities without any involvement of BHEL. Bidder to obtain necessary permissions/ clearances from all concerned Authorities for transportation of all the materials.
 - 1.9. Bidder has to arrange for Loading/unloading of the materials from the Bidder's warehouse and transportation to the Port, arrange movement and handling of the cargo inside the port, load/unload the cargo on to the vessel /barge arranged by the Bidder. All charges like hook on / hook off, stevedoring / crew and port charges pertaining to the vessel/barge shall be to the bidder's account. Bidder has to deploy appropriate gears depending on the type and nature of our cargo (Gears-Mobile cranes, FLTs, Hydra etc.)
 - 1.10. Arrange passes for BHEL personnel/ insurance surveyor for visit / supervision of the cargo loading/unloading activity onto the vessel / barge, if desired.
 - 1.11. Arrange all activities for ocean freighting of cargo from Mongla Port to Kolkata port using vessels/barges having good track records of timely delivery.
 - 1.12. Bidder must ensure advance/timely filing of Manifest at each port. Bidder to ensure there is no IGM/EGM error in custom at discharge/load port. If it found later on that there is IGM/EGM error then Bidder has to resolve the issue with custom.
 - 1.13. In case of any congestions at load / discharge port, the Bidder to do all necessary work for priority vessel/barge berthing. BHEL shall not be responsible for any vessel/barge idling /Vessel 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/barge due to non-availability of the customs clearance documents (3) Delay in berthing for want of arrangement of requisite Trucks/ Trailers / Barges/ Crane etc. for direct delivery from the vessel/barge.
 - 1.14. All Port Charges (Load Port / Discharge Port/ Transit ports) shall be to the Bidder's account. Only Wharfage charges for cargo at Kolkata shall be reimbursed by BHEL. Wharfage charges at other ports will be to bidder's account. It is Bidders responsibility to arrange proper invoice along with applicable tariffs and correct GST no. of BHEL for the same. **Under any circumstances, BHEL will not open and maintain a Personal Deposit (PD) account at discharge Port for the same.**
 - 1.15. The Bidder / his overseas associate must be well versed in customs clearance / export documentation procedures in Bangladesh and import documentation in India and has to do advance liaison work with BIFPCL, relevant Bangladesh Govt. Departments / Customs / BHEL Site office, Kolkata Custom, PSER Kolkata office etc. and keep the necessary customs clearance paper work ready (also arrange for translations etc.) before cargo arrival to avoid detention / demurrage. As the Cargo were exported under GR waiver, Customs Duty Exemption Certificate shall be provided for import of Cargo in India. Arrange timely customs clearance of cargo at Load & Discharge Port. Bidder has to take-up with concerned statutory bodies/agencies such as BHEL site office, BHEL Dhaka office, BHEL PSER Kolkata office, BPDB, Custom office at Dhaka, Khulna, Mongla, Kolkata, customer offices at Dhaka/site including any ministerial coordination, if required, to arrange all documents and arrange custom clearance of the cargo.
 - 1.16. The Bidder must submit proof of intimation given to the BHEL site offices as soon as vessel/barge leaves Bangladesh shores so that OBLs are timely arranged for taking delivery at discharge port. Bidder to coordinate closely with BHEL PSER Kolkata office and finalize / inspect the storage area at Kolkata port, well in advance of cargo arrival to avoid any delays in unloading.
 - 1.17. Bidder shall arrange suitable Security/Escort/Watch and Ward in adequate numbers at the storage area, port and en-route from starting point to the destination point. Arrange necessary Material Handling Equipment/facility and suitable manpower for safe loading / unloading / handling of Consignments at Port of Origin / Port of Discharge / storage / anywhere en-route / contingency purpose etc. The escort who shall apart from his other responsibilities shall be also responsible to take care of sidewise and overhead clearance while travelling through towns/crowded localities and

- cities on the route. Bidder to avoid passing through such places as far as possible while selecting the route and if necessary the journey plan to be done during night in order to minimize inconvenience to the public.
- 1.18. BHEL representative reserve the right for inspection of any or all operation during transportation, loading/ unloading/ trans-shipment/ storage / preservation/packing/ repacking/lifting/shifting etc and the bidder will be permitted to proceed with their further program after obtaining clearance from BHEL for the preceding activity, in case BHEL intends to carry out such inspection.
 - 1.19. The bidder has to arrange suitable barges/vessel in requisite number as per required schedule for safe and timely transportation of cargo through waterways. All the Barges /Vessels used for water /road transport shall be equipped with GPS (Global Positioning System)/ VTS (Vehicle Tracking System). The vendor shall demonstrate to BHEL proper functioning of such system for each and every consignment, if required.
 - 1.20. Bidder should ensure timely customs clearance/transit clearance at port of origin and port of discharge and anywhere enroute. All the undertakings given to customs and port authorities will have to be cancelled after completion of work. If there are no custom facility / posting at the jetties at port of origin / port of discharge, necessary customs officials deputation will have to be arranged by bidder by making payment of necessary overtime/travel expenditure to the concerned authorities. All the documentation will be sole responsibility of the bidder who has to arrange all the documentation and closure of bonds / undertakings submitted by BHEL/on behalf of BHEL and submit required evidence to BHEL. 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 Bidder's account.
 - 1.21. Bidder needs to arrange for tarpaulin, rope, wooden or steel sleepers etc for protecting the consignments from weather / rain right from receipt of the consignment upto delivery at Kolkata port.
 - 1.22. In case of any damage/disruption to the consignments en-route, the bidder will ensure appropriate action for its retrieval / recovery and deliver to Kolkata port in "As Is" condition after necessary insurance survey.
 - 1.23. Bidder needs to coordinate for damage assessment / certification, reporting, lodging First Information Report with local governmental authorities, to coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner / Insurer.
 - 1.24. Bidder shall ensure that all the consignments is properly stowed, lashed / bedded /secured during port handling, storage, loading and transportation.
 - 1.25. Bidder shall ensure timely and continuous unloading of cargo from incoming Vessel / Barge at discharge port. Any demurrage or associated costs due to delay in loading/unloading from Vessel / Barge, etc shall be to the Bidder's account.
 - 1.26. Bidder shall arrange and complete the cargo's examination required for custom clearance. It shall be the endeavor of bidder to minimize the opening of the packed consignment. Opening and repacking (wherever required) shall be carried out as per the supplier's manual, if any and the cost of the same shall be on bidder's account. Bidder will take all precautions that repacking is sturdy enough to withstand transportation vibration, multiple handlings enroute to Kolkata port.
 - 1.27. Bidder shall arrange suitable wooden, steel and concrete sleepers, pedestals, stools, winch, temporary supports rollers and guides etc. required for receiving, storing, handling and transporting the said cargo. This requirement will exclude any special handling & transportation structure provided by BHEL.
 - 1.28. Survey shall be offered as per Insurance policy. Agency shall be nominated by Insurance company at the time of shipment. Bidder shall coordinate for insurance survey at the time of loading at load port, unloading at discharge port and arrange to share copy of survey report to BHEL after the cargo is loaded/ unloaded on/from the vessel/barge at the earliest. Bidder shall comply with all recommendation of Insurance Surveyor.

- 1.29. **Draft BL** has to be forwarded to BHEL in **7 working days** in advance of vessel arrival at load port for approval. Final BL to be issued by Forwarder to Shipper only after getting confirmation on draft BL from BHEL, and is to be handed over **within next working day** of sailing of vessel. In case BHEL incurs any detention, demurrage, storage, penalty, interest or any other losses due to late handing of the OBL, the same will be recovered from Forwarder Bills. Issuance of **SEAWAY BL / EXPRESS BL** to be preferred.
- 1.30. Filing of Bill of entry will be done/ filed by contractor only after approval of checklist from BHEL.
- 1.31. The Contractor will have to contact and coordinate for correct and exact movement of Trailer to match Vessel/barge arrival at discharge Port to ensure that vessel/barge is not detained at the discharge port. In any case no vessel/barge detention charges will be paid at the discharge port by BHEL.
- 1.32. Stevedoring charges if any at both the Load and Discharge Port shall be on Bidder's account. All taxes, charges and dues of vessel/barge if any during execution of this contract shall be on Bidder's account both in load port and in the discharge port.
- 1.33. Bidder will be responsible for obtaining Delivery Order (DO). The Bidder shall arrange to issue examination D.O. as and when required without OBL, without any extra cost to BHEL.
- 1.34. Bidder has to liaise with BHEL transporters for IN/OUT/Entry/Exit of the vehicles at discharge Port and facilitate for all requisite gate-pass/forms/ passes as per requirements/ practice of discharge port.
- 1.35. It will be responsibility of the Bidder to arrange for loading of the cargo from discharge port nominated storage area/ wharf on BHEL's vehicle whenever BHEL places the vehicle for dispatch to site/plant
- 1.36. No additional heavy lift surcharge, congestion charges, etc. or any other shipping line charge or any other charges at load port or destination port will be paid. **Only** Charges specified in the Price Bid will only be paid as applicable.
- 1.37. Bidder shall have to arrange all permissions from all concerned agency applicable for berthing of vessel/barge, under hook deliveries, nomination of storage area, etc at discharge port.
- 1.38. Bidder shall intimate BHEL, 15 (Fifteen) days in advance prior to actual sailing date of the Vessel/Barge for preparation and signing of the requisite documents required by customs & port authorities. Bidder shall prepare all the necessary documents in required number of copies to accompany with the trailer while leaving from site to port of origin to ensure smooth transportation without hindrance from any govt. or local agency on the way.
- 1.39. Bidder will work round the clock at the port / storage, if any / en-route anywhere, as required. Bidder shall ensure the timely availability of required quantity of manpower with proper experience, tools and plants at all the places where such activities are to be carried out.
- 1.40. The cost of liaison and coordination with all concerned authorities will be to bidder's account.
- 1.41. Bidder should ensure safe custody of materials during transportation and storage, if any, en-route from site to Port of discharge. However, Insurance of material is in the scope of BHEL.
- 1.42. Bidder shall submit the progress report to BHEL or their authorized representative as per the format to be mutually agreed. Bidder shall submit daily progress report indicating the receipt / dispatch status at port / storage etc., movement status of various trailers/barges as on date, constraints if any, etc., along with plan for next 3 days.
- 1.43. All necessary statutory, legal and safety requirements shall be complied by the bidder and the bidder shall indemnify BHEL and BIFPCL from any liability on any account caused due to noncompliance of statutory, legal and safety norms of the Government of India/Bangladesh or any of the State Governments. Bidder shall use every reasonable means to prevent any of the highways, bridges, waterways, or any public/private utility etc. traversed in connection with or on the routes from site to Kolkata port from being damaged or injured by any of his vessels/ barges / trailers / trucks and in particular shall select the routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise for moving to site shall be limited as far as reasonably possible and no unnecessary damage or injury may be occasioned to such highways,

- bridges, waterways etc. For any damage caused by the breach thereof, the Bidder shall be solely responsible.
- 1.44. Bidder shall ensure availability of competent person with all communication aids (e.g. mobile, e-mail etc) at the following places: Port of Origin / Port of Discharge / Temporary storage location, if any / Jetty / Warehouse / Site, to ensure proper coordination of logistics for the entire duration of the Contract and for expediting the operations / documentations related to custom clearance issues.
 - 1.45. No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities without causing any delay in transportation. In the event of such occurrence, Bidder shall be responsible for any penalties levied and shall pay from their own account. Bidder should be well informed about the procedural and documents requirement for such works.
 - 1.46. Bidder to furnish their Emergency preparedness / contingency arrangement for rescue/recovery from any disruption of journey during transportation by road/ water
 - 1.47. Wherever 'Trailer' is mentioned in this section of scope of work, it shall mean suitable Mechanical / Hydraulic Axles along with Prime mover of adequate capacity Wherever 'T&P' or 'Tools & Plants' is mentioned, it shall include all machinery/crane/ trailer/ barge/ tug/ any other equipment required as and when for execution of the job.
 - 1.48. Wherever 'MU' is mentioned, it shall mean BHEL Manufacturing Unit.
 - 1.49. Unloading of the cargo at Kolkata port shall be in scope of Bidder.
 - 1.50. Bidder has to ensure timely payments to their counterpart/associate in Bangladesh and India to meet the timely project schedule.
 - 1.51. Bidder has to appoint one dedicated senior executive for the contract, who will co-ordinate with BHEL PSER,MSTPP Rampal Site, Kolkata on daily basis and submit daily report of status of cargo. Bidder to provide Name, Phone, email details within 5 days of receipt of LOA.
 - 1.52. As the Cargo was exported under GR waiver, Customs Duty Exemption Certificate shall be provided for import of Cargo in India. However, any other taxes/ duties/ cess etc, if applicable shall be paid by bidder.
 - 1.53. Bidder to ensure all wooden packages are fumigated as per the requirement of customs, and providing Phytosanitary Certificate and all related cost of the same should be included in the price bid.
 - 1.54. The bidder must ensure necessary co-ordination, follow-up, Cargo movements, documents flow for customs & other procedural requirements so that no penalty/additional financial liabilities are accruing during execution. Bidder shall be solely responsible for such penalties/additional financial implications, if any.
 - 1.55. The Bidder should identify suitable location / land and construct approach roads / bypasses wherever required. Necessary materials/ equipments and services required for the said work will be in the bidder's scope. Bidder will be fully responsible for all legal and financial transaction with the owner of land/owner of barge/vessel. In case of storage in transit, contractor should ensure safe custody of our cargo by deploying suitable security personnel on round the clock watch & ward duty to prevent pilferage and damage of cargo in transit.
 - 1.56. Contractor shall have to arrange all permissions from all concerned agency applicable for berthing of vessel, under hook deliveries after berthing, nomination of storage area, etc at discharge port.
 - 1.57. Any non-specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in the scope of work at no additional cost to BHEL.
 - 1.58. Bidder shall own all risks and responsibility from the time of taking over the cargo / consignment from site till safe delivery at Kolkata port and taking over by BHEL or their authorized representative at Kolkata port within the specified transit time.
 - 1.59. Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs.

- 1.60. Special Instructions for Loading, Lashing & Packing arrangements/conditions by the transporter for safe transportation of crane consignments from Maitree site
- a. Sufficient numbers of Sleepers of length equal to or more than the width of boom/jib sections of sufficient strength and Nylon Belts/Straps of suitable length and adequate Strength must be provided onto the Trailers for loading & lashing of Boom & Jib components. Damaged sleeper or cut piece of sleepers will not be acceptable for the same.
 - b. During loading, the larger structural items i.e. Boom, Jib, Mast etc. should not be clubbed together with heavy components such as Counter Weights, Hook Blocks, Container etc. in the same Trailer.
 - c. Glass portion of Cabin of the crane must be covered suitably with Cardboard, Tarpaulins, Plastics etc. to ensure safe transportation en route.
 - d. Overhanging of items under transportation should not be allowed outside the bed of the trailer. If required, necessary arrangement for suitable trailers with extended bed or arrangement of necessary welding for trailer bed extension specially under/below the loading points (adequate support welding with Angles, Channels, Plates etc.) of such components of crane must be ensured.
 - e. While Loading Critical Components onto Trailers, necessary Structural jobs/ support welding (with Angles, Channels, Plates etc.) on/ with Trailers to provide adequate support to the components need to be carried out with due care to ensure Safe Loading & Transportation en route to the destination.

SECTION III
Instructions to Bidders

Guidelines for offer submission:

1. The tendering process will be completed through E-tendering.
2. National Informatics center is our service provider for E- tendering. URL for E-procurement portal is <https://eprocurebhel.co.in/nicgep/app> .
3. Vendor who are not registered with NIC need to register themselves. The URL for registration is <https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page> .
4. In case of any clarification please contact below person:

Name: R. Inchara
Email ID: inchinchu@gmail.com
Phone no: 8553226267

5. The tender documents comprise the following:-

(I) EMD: The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms:

- (a) Electronic Fund Transfer credited in BHEL account (before tender opening) in Below bank account of BHEL

NAME: Bharat Heavy Electricals Limited
Bank & Branch: State Bank of India, Bikash Bhavan GOC Branch
Account No: 40363183662
IFSC Code: SBIN0007816

(b) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

(c) Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

In addition to above, the EMD amount in excess of Rs Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

The EMD should be submitted latest by 1500 Hrs on due date of tender. The offers without EMD will not be considered for evaluation. UTR details shall be furnished vide email before opening of tender. NO hard copy DD shall be accepted.

(I) Part-1 – Techno Commercial Bid.

All required documents must be submitted on the portal.

(II) Part-2 – Price Bid

Must be quoted in BOQ format provided at the portal.

Format of price bid must not be changed.

EVALUATION CRITERIA:

1. The offers will be evaluated on the basis of Lump sum Price (Total Cost to BHEL) quoted in Price Bid.
2. Reverse auction shall be conducted for this tender.

SECTION-IV
Special Conditions

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.
- (2) Draft BL/MTD has to be approved by BHEL. BL/MTD has to be clean and mentioned 'FREIGHT PREPAID'. Bidder to ensure that OB/L is handed over within next working day of sailing of vessel. If issue of OB/L is delayed then penalty of Rs.2000/- per day will be charged starting after next working day of vessel/ barge sailing date irrespective of time of sailing.
- (3) EGM/IGM copy: Bidder to ensure there is no EGM/IGM error in customs. If found later on that there is EGM/IGM error then the Bidder has to resolve the issue with customs.
- (4) All invoices / documents/receipts/ reports/photos must be in English and must be submitted to PSER Kolkata office. All documents issued in any other language must be translated in English and certified by a Chamber of Commerce or Legal Translator Certified, for release of payments.
- (5) **The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors"** which is available at BHEL website www.bhel.com. **The link for the same is available at**
<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>.
- (6) The offers of the bidders who are on hold/suspended/banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The lists of the banned firms are available on BHEL website www.bhel.com on "supplier registration page".
- (7) **Transit Time: in no. of Day**

Total Transit time of 40 days shall start from next day of receipt of last package of each lot of shipment from MSTPP Rampal site or BHEL intimation for readiness of last package of each lot of shipment whichever is earlier and transit time end date will be date of custom clearance of last package of shipped lot at Kolkata port and ready for loading on Truck/Trailer.

Vendor should immediately intimate BHEL regarding requirements of any clarifications/documents as and when queries are raised by Customs.
- (8) **Transit penalty due to late delivery at Site:** The transit delay beyond the permitted transit period shall attract a penalty of 0.7% per day on the contract value for each shipped lot subject to maximum of 10% of the contract value for each shipped lot.
- (9) Detention incurred by vehicles at discharge port/storage area due to delay in loading of cargo shall be in contractor's account and same shall be adjusted against contractor's bill as per following:
 - a. Mechanical Trailers: INR 8,000 per day (after free period of 1 day excluding arrival & departure date)
 - b. Hydraulic Trailer : INR 15,000 per day (after free period of 1 day excluding arrival & departure date)
- (10) Any New taxes & duties in India, if imposed subsequent to last date of submission of Offer as per NIT, by Central/state Govt /Indian statutory authority and becomes directly applicable on items

specified in Bill of quantity, full reimbursement shall be made provided it becomes applicable on items specified in price bid.

(11) Prices shall be quoted by Bidder Excluding GST as applicable in India. Only GST as applicable in India shall be paid extra. Taxes /duties if any applicable outside India shall also be in scope of Bidder.

(12) **Following documents will be required at various stages as follows:**

- i. "Shipped on Board" OBL as per UCP 600
- ii. Copy of BE for our records
- iii. Copies of import documents filed with India customs along with commercial invoice.

(13) Loading of cargo at MSTPP Rampal site on Trailers (to be placed by bidder) shall be in the scope of BHEL. Loading, unloading, handling of cargo at Kolkata port on Trailers (To be placed by BHEL) will be in the scope of bidder.

14. Payment Terms:

All payment will be made in INR.

100% payment as per Price bid schedule excluding GST after adjustment of penalty, TDS , GST TDS and other applicable deductions , will be made within 60 days of receipt of GST compliant Invoice with supporting documents after completion of work. Applicable GST amount will be reimbursed after its reflection at BHEL GST portal.

Following are the supporting documents to be submitted with GST compliant Invoice:

- (i) LR with package no. issued to BHEL MSTPP Rampal site
- (ii) OBL Copy, Invoice copy, packing list copy
- (iii) Exporter copy / customs copy of Export shipping bill.
- (iv) Copies of import documents filed with Kolkata customs along with commercial invoice.
- (v) Statement of fact of vessel/barge
- (vi) Survey report at MSTPP Rampal site and at Kolkata port
- (vii) LR with package no. issued by PSER approved Transporter at Kolkata
- (viii) RDA (Road Dispatch advice) copies issued by BHEL PSER.
- (ix) Copy of proof of Vessel/Barge age and class of Institution certificate.

Payment shall be made in INR only, as per rate finalized in each schedule in tender. No exchange rate variation during execution of contract shall be taken in account while making payment.

15. Taxes & Duties on payments:

GST will be paid extra as applicable

- (i) TDS will be recovered from bills as per the rules prevalent.

(ii) Contractors Invoice shall indicate BHEL GSTIN no.: **19AAACB4146P1ZC**.

(iii) Invoice having incorrect GSTIN no will have to be rectified by contractor. Financial liability if any for incorrect GSTIN no will be borne by contractor.

(iv) Payment shall be made by PSER Kolkata office.

Billing Address: BHEL PSER Kolkata, Plot no 9/1, DJ Block, BHEL Bhavan, Karunamoyee, Salt Lake City, Kolkata 700091.

16.VALIDITY: Contracts shall be valid for 12 months from date of LOA and can be extended for next 3 months with the same terms and conditions. This extension of 03 months shall be binding on Bidder. Further validity extension may be done with mutual consent of BHEL and Bidder.

GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: **19AAACB4146P1ZC**. Bidder to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the Bidder.

17.The order will be placed only on one party due operational exigency / efficiency.

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 or LLP 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" or "FREIGHT FORWARDER" OR "BARGE OPERATOR" or "Successful Bidder" where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Load Port or Project store or any other place/location, as specified in the contract, from which the Cargo/ equipments are to be received 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, LOA, 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 PSER KOLKATA.
- 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 Bidder. 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 Bidder with no claim on either side.
- 1.11 "CARRIER/SHIPPING/TRANSPORTATION" shall mean the shifting/carrying Cargo by using ships, barges, tempo, trucks, trailers (mechanical /hydraulic), dolly, heavy duty railway equipment wagons, aircraft and all other transportation means which shall be arranged by the Bidder for executing the work.
- 1.12 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Bidder / Bidder.
- 1.13 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.
- 1.14 LOT: Supplies which are shipped on single voyage/barge/vessel arranged by bidder/ supplier.
- 1.15 PROJECT CARGO: Shall mean any cargo comprising of equipments, fabricated items, and components of the manufactured equipment / system of: Mechanical, Electrical, Instrumentation & Control, Electronics, Metal structures / pipes, Large/ Heavy Engineering machinery, transformer oil, Resins, insulation material , hardeners etc or a mix thereof, Items used in power plants, transported as a containerized shipment and breakbulk shipment during the course of national or international transportation or exportation-importation.
- 1.16 Non Heavy Lift Cargo means General cargo and ODC i.e cargo that does not fall under definition of heavy lift.

2 ISSUE OF NOTICE:

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

3 COMMENCEMENT OF WORK:

- 3.1 The Bidder shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOA and shall proceed with the same with due expedition without delay. If the Bidder 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 regards.

4 DISCREPANCY AND CONTRADICTION

- 4.1 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.
- 4.2 In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, UNIT HEAD-ROD BHEL or his authorized representative shall be the deciding authority with regard to intention of the contract.

5.0 ARRANGEMENT OF SHIP/BARGE/TRUCKTRAILOR/AXELS:

- 5.1 The Bidder shall arrange the carrier i.e ship(s)/ Barge(s)/ Truck(s)/ Trailer(s) /Axel(s) on specific intimation(s) from BHEL in writing or the time/schedule indicated in the LOI/Work order/Contract without delay. If the Bidder 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.
- 5.2 Before loading of cargo at MSTPP Rampal site, the Bidder will inspect the cargo available at site 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 Bidder after obtaining written approval of BHEL to the action as well as to the cost. Such cost incurred by the Bidder shall be reimbursed by BHEL to the Bidder, if agreed. After such remedial measures, the Bidder shall be responsible for loading of the cargo on the Ship arranged by the Bidder.
- 5.3 The Bidder shall also intimate BHEL in writing about the documents required for loading of the cargo on the carrier. He will be responsible for examination of all the required documents before arrival of the carrier and any discrepancy in the same shall be attended to by the Bidder /BHEL in time to ensure loading on the carrier arranged by the Bidder as per cl.5.1 above.

6 DETENTION OF THE CARRIER :

- 6.1 It will be the responsibility of the Bidder to ensure that all the declared and available cargo is loaded on the carrier and unloaded from the carrier in time without its detention. If the carrier is detained without any written request from BHEL, the Bidder shall be fully responsible for detention of the carrier and BHEL shall in no way be liable to pay any detention charges whatsoever.
- 6.2 In case of non availability of Barges to receive heavy lifts directly from Vessel on its arrival at port of discharge, the detention charges of stoppage of vessel at port of discharge will have to be borne by the bidder.
- 6.3 For unloading of cargoes on to wharf, the availability of Hydraulic axles is essentially required at the time of arrival of vessel. Due to non-availability of required trailers/tools & equipments the trucking & terminal handling charges will be to bidder's accounts

7.0 INVOICES AND PAYMENTS

- 7.1 The Bidder 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.
- 7.2 The successful bidder shall furnish proof of GST registration with GST Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- 7.3 Bidder to intimate immediately on the day of Import of Goods to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances. Postal address and email ID shall be intimated later.
Portal Address – Shall be intimated later and Email Address – Shall be intimated later.
In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
- 7.4 In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.
- 7.5 Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- 7.6 Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any

other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.

- 7.7 Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.

8 Taxes & Duties

- 8.1 All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable in Bangladesh as well as in India are included in the quoted price. GST & applicable Cess, if any, in India will be payable extra as enumerated in Payment terms.
- 8.2 TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 8.3 TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- 8.4 Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.
- 8.5 Any New taxes & duties in India, if imposed subsequent to last date of submission of Offer as per NIT , by Central/state Govt /Indian statutory authority and becomes directly applicable on items specified in Bill of quantity , full reimbursement shall be made provided it becomes applicable on items specified in BOQ (price bid).
- 8.6 Prices shall be quoted by Bidder Excluding GST as applicable in India. Only GST as applicable in India shall be paid extra .Taxes duties. if any applicable outside In India shall also be in scope of Bidder.

9 RISK PURCHASE:

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

- 9.1 If at any time during the validity of the contract, the Bidder 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 Bidder, BHEL reserves the right to get the work done by other parties or departmentally at the risk and cost of the Bidder and also forfeit the security deposit.
- 9.2 To recover any moneys due from the Bidder, from any money due to the Bidder under this or any other contract or from the Security Deposit.
- 9.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

10 OBSERVANCE OF LOCAL LAWS :

- 10.1 The Bidder shall comply with all Laws, Statutory Rules, and Regulations etc. The Bidder shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law of load port country / transit country/ discharge port country for smooth execution of the Contract.
- 10.2 The Bidder 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 in load port country/transit country/ discharge port country.
- 10.3 The Bidder shall be responsible for the proper behavior and observance of all applicable regulations by the staff employed in load port country/transit country/ discharge port country.

11 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- 11.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Bidder and his workmen without exception. The Bidder shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 11.2 The Bidder shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to property. If the bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, bidder shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the bidder.
- 11.3 The Bidder shall insure his workmen against all accidents and the policy shall be presented to BHEL on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the bidder. In case of a fatal or disabling injury accident to any person during execution of the contract due to lapses by the bidder, the victim and/or his/her dependents shall be compensated by the bidder as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on bidder and recover the same from payments due to the bidder for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the bidder for presenting his case. Above safety conditions are not exhaustive but gives an idea for the bidder and bidder shall adhere to all safety precautions warranted for the execution of the contract.
- 11.4 The Bidder shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time related to execution of this contract. Bidder shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.

12 **INSURANCE:**

- 12.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 12.2 The Bidder shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Bidder or his employees or any other person engaged.
- 12.3 The Bidder 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.
- 12.4 If due to Bidder'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 Bidder.

13 **FORCE MAJEURE:**

The following shall amount to force majeure conditions:-

- 13.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion, insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Bidder has no control.
- 13.2 If the Bidder 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 Bidder to BHEL within 14 days from the date of occurrence thereof.
- 13.3 The Bidder by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 13.4 Force Majeure conditions will apply on both sides.

14 PREVENTION OF CORRUPTION:

- 14.1 Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- 14.2 BHEL shall be entitled to cancel the contract and to recover from the Bidder the amount of any loss resulting from such cancellation, if the Bidder 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 favor or disfavor to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Bidder in relation to this or any other contract with BHEL.

15.0 ARBITRATION & CONCILIATION:

- 15.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Conciliation Clause herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the ROD issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL ROD issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL ROD issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.
- 15.1.2 The Arbitrator shall pass a reasoned award.
- 15.1.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi/Kolkata. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 15.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.
- 15.1.4 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes

concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

- 15.1.5 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.
- 15.1.6 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

15.2 **CONCILIATION:**

- 15.3 If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

- 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- 15.4 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-C (will be shared by BHEL as and when required). The Annexure-C together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein.
- 15.5 The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Annexure-C from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure-C with effect from the date as intimated by BHEL to it.

16 **LAWS GOVERNING THE CONTRACT:**

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

17 **SHORT – LANDED OR DAMAGED GOODS.**

- 17.1 It shall be the responsibility of Bidder 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 Bidder.
- 17.2 In case of goods specified by BHEL and in case of apparent damages, the Bidder 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 Bidder shall lodge claim with the appropriate authorities.
- 17.3 The Bidder is responsible for safe transportation of the goods. Bidder shall effect open delivery of the cases of major damage after completing the due processes.

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

18 REQUIREMENTS OF PERFORMANCE.

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

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

18.3 The Bidder 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 Bidder 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 trans-shipment he shall provide all packing and lashing at his own cost.

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

18.5 Any information / documents like route survey reports, third party approvals given to BHEL shall not in any way absolve or relieve the Contractor from any of his obligation, responsibility, or liability as per scope of work.

18.6 The Bidder shall be liable for any defects in the construction of any part of the Works, where such defects are due to any bad workmanship, the use of defective or inferior quality materials, error, omission, or negligence of the Contractor.

18.7 The Contractor shall be liable for the consequences of faulty design and specifications, lack of care and negligence for that part of the Works, which was designed and specified by the Contractor for the period specified. The Contractor shall keep the Employer fully and effectively indemnified against all legally enforceable losses, damages, injuries, deaths, actions, proceedings, claims, demands and all associated costs suffered by the Employer or any third party.

19 INDEMNITY:

19.1 The Bidder 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.

20 SECURITY DEPOSIT

20.1 Successful bidder shall submit 5% of the total contract value as security deposit within Five days of issue of LOA for the contract. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit

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

20.2.1 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

20.2.2 Bank Guarantee (valid upto 06 month after contract period) from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bidder to obtain the proforma for Bank Guarantee format from BHEL on issue of LOA.

20.2.3 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).

20.2.4 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith

20.3 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Bidder or recovered from payment/s due to the Bidder.

20.4 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. 20.2.3 and 20.2.4 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after one **(1) month** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

Bidder to submit performance security required for execution of the contract within the 05 working days (excluding bank holidays) of the LOA. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ Contract, from the bills along with due interest.

21 EARNEST MONEY DEPOSIT:

21.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms:

(a) Electronic Fund Transfer credited in BHEL account (before tender opening) in Below bank account of BHEL

NAME: Bharat Heavy Electricals Limited

Bank & Branch: State Bank of India, Bikash Bhavan GOC Branch

Account No: 40363183662

IFSC Code: SBIN0007816

(b) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

(c) Fixed Deposit Receipt(FDR) issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

In addition to above, the EMD amount in excess of Rs Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

21.2 EMD of the Bidder will be forfeited if:

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

(ii) The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract

(iii) If the bidder declines to accept the LOA 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

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

- 21.4 EMD of successful bidder will be adjusted towards part of the security deposit.
- 21.5 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder. Bidder must submit E-mandate certified by bank for return of EMD.
- 21.6 EMD shall not carry any interest.

22 DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

- 22.2 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.
- 22.3 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
- 22.4 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 (a) and (b) above.
- 22.5 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

23 BHEL FRAUD PREVENTION POLICY:

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

24 CANCELLATION OF THE CONTRACT:

- 24.2 **BHEL reserves the right to cancel the contract in full or in part at any point of time without assigning any reason whatsoever. The contractor shall not be entitled for any compensation as a result of such a cancellation.**
- 24.3 BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging barge/vessel and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of Bidder leading to cancellation of contract.
- 24.4 If the Bidder 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 Bidder 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 BIDDER under the contract.
- 24.5 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.

25 Integrity commitment, performance of the contract and punitive action thereof:

25.2 Commitment by BHEL:

25.1.1 BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

25.3 Commitment by Bidder/ Supplier/ contractor:

- 25.3.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- 25.3.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 25.3.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL
- 25.3.4 If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ Bidder as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

26 **MSE suppliers:** The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity, along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. **No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before price bid opening.** If the tender is to be submitted through E-procurement then the documents above required Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "

Copy of valid Udyam registration will also be considered for MSMEs. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before price bid opening.

For MSE vendors getting award-

Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2007 subject to fulfilment of above procedure.

Note: vendor need to go through Special conditions tender also for any special instruction & deviation from above.

27 **LICENSE/ PERMISSION/ REGISTRATION:**

27.2 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 Bidder shall at his own cost arrange for such Licence/ Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The Bidder 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 Bidder. **If any new tax is levied, subsequent to the signing of the contract, new tax or duty levied by Govt of India**

will only be reimbursed on the basis of written proof regarding imposition of new tax while tax levied by foreign Govt/body has to be absorbed by the contractor. 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 Bidder shall be entertained by BHEL for any breach of the provisions/Acts or laws by the Bidder.

- 27.3 In case of Risk Purchase is enforced, The Bidder will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.
- 27.4 It shall be the duty of the Bidder to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers/cargo. The Bidder shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 27.5 The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 27.6 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.
- 27.7 The Bidder is responsible for safe transportation of the goods. Bidder shall effect open delivery of the cases of major damage after completing the due processes.
- 27.8 The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

28 TIME LIMIT FOR SUBMISSION OF BILLS

- 28.2 The Bidder shall make a claim for the services rendered under this contract to BHEL within **(3) Three 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.
- 28.3 No claim in respect of under payment to the Bidder shall be considered valid or entertained unless a claim in writing is made thereof within **(3) Three 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.
- 28.4 However, in case of any specific issue over which the Bidder 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 Bidder.

29 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

- 29.2 Bidder shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance
- 29.3 Bidder shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract
- 29.4 Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the information/drawings/documents provided to the Bidder shall be

considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

30 EXPEDITING :

30.2 Bidder is free to expedite cargo handover by following up with BHEL MSTPP Rampal site based on the pending cargo remaining in the packing list and vessel/Barge likely being planned.

31. REVERSE AUCTION:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno- commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

For detailed information regarding reverse Auction procedure, please refer BHEL Reverse auction Policy available at <https://www.bhel.com/guidelines-reverse-auction-2021>

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SECTION- VI
Technical Bid (RE/KOL/IMP/2022/001)

Pre-qualification Requirements(PQR)

Sr. No	Description	Remarks
1.	Average Annual Turnover: Bidder must have an average annual turnover not less than INR 0.99 Cr. for the last 03 Financial years Last 03 FY shall be read as 2018-2019, 2019-20 and 2020-21 or 2019-20, 2020-21 & 2021-22 (Audited).	Copy of CA certificate with UDIN no/ Audited P & L account to be submitted on the portal
2.	Experience of having successfully executed/completed similar works : The Bidder must submit proof of having successfully executed “Multimodal (involving two or more modes of Transport) Logistics contract inclusive of ocean freighting” in the last seven years (ending last day of month previous to the one in which tender was floated) as under (copies of work order / contract along with completion certificate to be enclosed (a) Three contracts of value not less than Rs 1.32 Cr each. OR (b) Two contracts of value not less than Rs 1.65 Cr each. OR (c) One contract of value not less than Rs 2.64 Cr.	Copy of satisfactory completion/Execution certificate from customer in respect of these Contracts showing the scope and value of contract to be submitted. Details of the customer with email and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.
3.	Bidder must have valid MTO Certificate issued by Director General of Shipping as on date of publication of NIT.	Copy of MTO certificate to be enclosed

Other Requirements

Sr. No	Description	Remarks
1.	<u>Earnest Money Deposit:</u> The Bidders, shall submit tenders with interest free EMD as per tender conditions on or before due date. Offers without EMD shall not be considered. The EMD amount for this tender is INR 659347. Please refer Section III for details.	(Details of the EMD to be provided here)
2.	<u>Vessel/Barge Requirements:</u> Vessel/Barge requirements as detailed in scope of work. The age of the Vessel/Barge should be less than 25 years & should be eligible to call at Bangladesh & Indian Ports. The certification of the Vessel/Barge 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. The Bidder shall furnish the following information/documents for each shipment : 1. Sailing report/certificate from the agent/master/shipping co./ Barge operator 2. Statement of Facts from the vessel/barge agent at Load Port and Discharge Port. 3. Necessary certificates from the shipping/Barge company that the Vessel / Barge are certified for seaworthiness	Agreed

3.	<p>The Bidder shall furnish the following information/documents for each shipment on accumulation of cargo / notice of readiness of cargo from BHEL for each shipment:</p> <table border="1" data-bbox="237 205 1224 583"> <thead> <tr> <th data-bbox="237 205 323 239">Sno</th> <th data-bbox="323 205 1224 239">Technical Details</th> </tr> </thead> <tbody> <tr> <td data-bbox="237 239 323 273">1</td> <td data-bbox="323 239 1224 273">Name of Nominated Vessel/Barge</td> </tr> <tr> <td data-bbox="237 273 323 306">2</td> <td data-bbox="323 273 1224 306">Shipping Company/Vessel Owner/Charterer</td> </tr> <tr> <td data-bbox="237 306 323 340">3</td> <td data-bbox="323 306 1224 340">Age of Vessel/Barge</td> </tr> <tr> <td data-bbox="237 340 323 373">4</td> <td data-bbox="323 340 1224 373">Registry Details (P&I Club, Lloyds Registration details of the vessel to be Provided)</td> </tr> <tr> <td data-bbox="237 373 323 407">5</td> <td data-bbox="323 373 1224 407">Vessel /Barge Insurance Details (Name of Insurer, Insurance value to be Provided)</td> </tr> <tr> <td data-bbox="237 407 323 441">6</td> <td data-bbox="323 407 1224 441">Gear Capacity</td> </tr> <tr> <td data-bbox="237 441 323 508">7</td> <td data-bbox="323 441 1224 508">Present Position of the Vessel (Latitude, Longitude and steaming direction on the the Opening of the tender)</td> </tr> <tr> <td data-bbox="237 508 323 541">8</td> <td data-bbox="323 508 1224 541">Itinerary of the Vessel (Last Port of call, ETA at Load Port)</td> </tr> <tr> <td data-bbox="237 541 323 583">9</td> <td data-bbox="323 541 1224 583">Voyage time from Load Port to discharge port</td> </tr> </tbody> </table>	Sno	Technical Details	1	Name of Nominated Vessel/Barge	2	Shipping Company/Vessel Owner/Charterer	3	Age of Vessel/Barge	4	Registry Details (P&I Club, Lloyds Registration details of the vessel to be Provided)	5	Vessel /Barge Insurance Details (Name of Insurer, Insurance value to be Provided)	6	Gear Capacity	7	Present Position of the Vessel (Latitude, Longitude and steaming direction on the the Opening of the tender)	8	Itinerary of the Vessel (Last Port of call, ETA at Load Port)	9	Voyage time from Load Port to discharge port	Agreed
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9	Voyage time from Load Port to discharge port																					
4.	Successful Bidder should open temporary office at Kolkata after award of contract	Agreed																				
5.	<p>Tool and Plant (T & P): Bidder shall be allowed to use only those T&P and hardware, which is in excellent working condition, tested for safe operation and adequate in capacity and size.</p> <p>Bidder to arrange for lifting beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading of cargo both in Bangladesh and India at their cost.</p>	Agreed																				
6.	Transit Time : As specified in the Tender Term & condition.	Agreed																				
7.	Tender Documents: Entire tender document & amendments if any including forwarding letter of the tender document along with blank price bid without disclosing price but mentioning only “quoted” duly signed and stamped on each page should be uploaded on E_tender portal.	Enclosed																				
8.	Compliance Letter: The compliance letter duly signed and stamped on letter head as per section VIII.	Enclosed																				
9.	<p>Integrity pact Agreement (IPA) (Refer Annexure 1)</p> <p>a. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>Details of IEM</p> <ol style="list-style-type: none"> 1. Shri Otem Dai, IAS (Retd.) 2. Shri Bishwamitra Pandey, IRAS (Retd.) 3. Shri Mukesh Mittal, IRS (Retd.) <p>b. Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p><i>Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department For all clarifications/ issues related to the tender, Please contact representative details given in the General information section of this tender.</i></p>	Enclosed																				
10.	Authority Letter : An authority letter indicating that the person signing the IPA is the duly authorized by the company/firm	Enclosed																				

11.	Transit penalty due to late delivery at Site : As specified in the Tender Terms & condition.	Agreed
12.	The Bidder should not have been banned/Suspended for business dealing by BHEL/Government of India/any undertaking of Government of India and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India as on date of publication of NIT.	A self-certification should be submitted by the bidder indicating compliances.
13.	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	A self-certification should be submitted by the bidder indicating compliances.
14.	Dead Freight: Contractor has to coordinate and plan the movement of cargo with all concerned agencies. Under any circumstance Vessel/barge detention / Dead Freight will not be paid at all.	Agreed
15.	PAYMENT TERMS: As specified in the Tender Term & condition.	Agreed
16.	INDEMNITY: Bidder 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
17.	ARBITRATION: As specified in the Tender Term & condition.	Agreed
18.	FORCE MAJEURE: As specified in the Tender Term & condition.	Agreed
19.	VALIDITY: As specified in the Tender Term & condition.	Agreed
20.	TRANSSHIPMENT: Transshipment not allowed.	Agreed
21.	INSURANCE: Cargo Insurance from MSTPP Rampal site to Kolkata Port will be in the scope of BHEL. However, in case of untoward incidence/accident on the way, insurance survey, opening and re-packing of cargo /serving notice to the carrier etc to be arranged by the Bidder. All documents, as required for filing claim by BHEL shall be arranged by bidder 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
22.	CANCELLATION OF THE CONTRACT: As specified in the Tender Term & condition.	Agreed
23.	TAXES: As specified in the Tender Term & condition.	Agreed
24.	GOVT.RULES & REGULATIONS: BIDDER to abide by all the rules and regulations related to road/Vessel/ Barge transportation, traffic, police, customs etc.	Agreed
25.	CUSTOM CLEARANCE AT LOAD PORT AND DISCHARGE PORT: Bidder to do the custom clearance and all the arrangement of documentation / necessary advance coordination as given the scope of Work, Customs Act etc. It will be responsibility of the Bidder to arrange for Duty exemption Certificate (DEC) and liaise with all relevant authorities including Ministerial work, to ensure that the DEC is available before arrival of shipment at Kolkata. Details of party doing Customs clearance should be provided within 02 days of LOA <ol style="list-style-type: none"> 1. Name 2. Address 3. Contact details 	Agreed

26.	<p>RISK PURCHASE: In the event of failure of Bidder 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 Bidder. Bidder shall ensure that the vehicle/vessel is placed as and when requisitioned.</p>	Agreed
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27.	<p><u>RA will be conducted on the Total Price received in the price bid. The final price break up after the RA will be in proportion to the pre defined weightage as per Price Schedule.</u></p>	Agreed
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28.	<p>Documents Required:</p> <p><i>Along with the technical Bid</i></p> <ol style="list-style-type: none"> 1 Duly filled up and signed tender document as well as acceptance of essential conditions as contained in Tender. 2 Integrity Pact agreement. 3 Certificate of compliance 4 EMD of requisite amount to BHEL. <p>For each shipment, the Bidder has to provide the following documents:</p> <ol style="list-style-type: none"> 1. Authorization from the Vessel Owner/Barge owner/Shipping Company/Charterer to offer the vessel for carrying out this contract. 2. Registration Details of Vessel /barge and supporting documents 3. Insurance details of the vessel/barge and supporting documents <p><i>After Completion of loading and sailing from Mongla Port</i></p> <ol style="list-style-type: none"> 1 Three Sets of Original Clean Bills of Lading shipped on board with Freight Prepaid Stamping 2 Three sets of Non Negotiable Bills of Lading <p><i>After Delivery of Cargo at Kolkata Port:</i></p> <ol style="list-style-type: none"> 1 Statement of Facts or discharge certificate <p>All invoices / documents/receipts must be in English. All documents issued in Bangla/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 payments.</p>	Agreed
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Seal of the Company

Signature & Name of Shipping Agent

& Date

SECTION VII

PRICE Break UP

Schedule code	Description	Quantity (FRT)	Currency	Weightage of each schedule	Charges for Entire Cargo of particular Schedule=Rate quoted in Price Bid Column (D) *Weightage (5)	Charges/FRT for particular Schedule
1	(2)	(3)	(4)	(5)	(6)	(7)=(6)/(3)
Sch (A1)	Charges for all activities from receiving cargo from MSTPP Rampal Site, road transportation upto consolidation point near Mongla Port, storage including warehouse charges till Loading on Vessel/Barge, Export Custom clearance as per scope of work	6500	INR	0.20		
Sch (B1)	Charges for ocean freighting from Mongla Port till Kolkata port as per scope of work	6500	INR	0.65		
Sch (C1)	Terminal Handling Charges /Trucking and Handling as per scope of work incl. charges for Import custom clearance, storage including warehouse charges and loading onto trucks/ trailers as per scope of work	6500	INR	0.15		
	Total Cost to BHEL = Sch A1(6)+ Sch B1 (6)+Sch C1(6)					

Note: It is likely that Cargo will be imported in three lot sizes. Expected sizes of LOT are 3498 FRT for Lot 1,403 FRT for Lot 2 and 2599 FRT for Lot 3.Quantity of Lot sizes are tentative only and may vary to any extent.

Please note that payment will be made for actual FRT basis and no extra compensation/ increase in rate shall be payable for decrease in quantity, change in lot size.

PRICE BID

Description	<u>Currency</u>	<u>Quantity</u> <u>(FRT)</u>	Lump sum Price (<u>Total Cost to BHEL</u>) for Entire Contracted Scope for Total 6500 FRT Cargo
(A)	<u>(B)</u>	<u>(C)</u>	<u>(D)</u>
Lump sum Price (<u>Total Cost to BHEL</u>) for Entire Contracted Scope for Total 6500 FRT Cargo in Indian Rupee (INR)	<u>INR</u>	<u>6500</u>	

Note: The price should be quoted strictly as per above format considering all the following:

Bidder has only to quote lump sum price (total cost to BHEL) in INR for entire contracted scope (6500 FRT) in Price Bid. This lump sum price shall be distributed in all schedules (A1 to C1) in INR as per the ratio of the weightage mentioned in column (5) of Section VII - Price break up.

1. **Bidder has to quote charges inclusive of cost of warehouse/storage area in price bid as no separate charges will be paid.**
2. Price format shall not be changed by bidder in any case and it may lead to rejection of their offer.
3. No any other additional payment (GRI/RRI etc) on any account shall be considered for payment.
4. Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs.
5. No separate Crane/ forklift/hydra/labour/shifting or any equipment's used for handling of the cargo will be payable separately.
6. No other/ separate shipping line charges or DO charges or late charges will be payable
7. Evaluation will be done on Total Cost to BHEL in INR
8. Price are to quoted by bidders inclusive of all taxes and duties, levies and all other charges except GST. Applicable GST shall be payable extra. as per provision / notifications of Govt. of India.
9. All payments will be made as per the price bid only.
10. If any new tax in India is introduced by Central/ State Govt, etc, and becomes directly applicable on items specified in the price bid, full reimbursements shall be made provided it becomes applicable on items specified in the price bid.
11. Bidder must fill all the schedules and Price for each and every items. If the bidder fails to quote any of the items in Price Bid, he will be disqualified and will not be allowed to participate in Reverse Auction.

SECTION VIII

(Letter of compliance in Company's Letter Head)

Date:

To,

The General Manager
M/s Bharat Heavy Electricals Limited,
Plot no 9/1, DJ Block, 3rd floor, Karunamoyee,
Salt Lake City, Kolkata 700091

Sub : Your Tender no

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 finalizing 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 Authorized Signatory.

Abbreviations used in the tender:

1. BHEL – Bharat Heavy Electricals Limited
2. MSTPP – Maitree Super Thermal Power Plant, Rampal ,Bangladesh
3. BIFPCL - Bangladesh-India Friendship Power Company (Pvt.) Limited, Rampal
4. BPDB - Bangladesh Power Development Board
5. TCE – Third Country Exports (Eg Rotterdam to Mongla port)
6. FRT – Freight tons
7. CIF – Cost insurance freight (INCOTERM)
8. NBR – National Board of Revenue, Bangladesh
9. CA – Chartered Accountant
10. CHA- Customs House agent or Customs Broker
11. S/B – Shipping bill
12. BE – Bill of Entry.
13. ROD – Regional Office Division
14. IO- International Operations
15. THC- Terminal Handling charges
16. SOC- Shipper Own Containers
17. COC – Carrier Own Containers
18. OBL – Original Bill of Lading
19. BL or B/L– Bill of Lading
20. PQR- Pre-Qualification Requirement
21. BIFR – Board for Industrial and Financial Reconstruction.
22. Ph- Phone
23. MO - Mobile
24. DAP – Delivery At Place
25. PAN – Permanent Account Number
26. GST – Goods and services Tax
27. CEO – Chief Executive Officer
28. MSE - Micro/Small Enterprise
29. OHSAS – Occupational Health and Safety Assessment Series
30. HSE – Health Safety and Environment
31. IFSC – India Financial system Code
32. MICR – Magnetic Ink Character Recognition.
33. EFT – Electronic Fund Transfer
34. PSU – Public sector undertaking
35. ODC – Over dimension Cargo
36. HL – Heavy Lift
37. CBM – Cubic Meter
38. EP – Export Promotion Copy
39. EC – Exchange control copy
40. SDF – Standard Declaration forms
41. DEEC – Duty Exemption Entitlement certificate
42. GPS - Global Positioning System
43. VTS - Vehicle Tracking System
44. T&P – Tools and Plants
45. MEPG – Maitree Export Project Group
46. DSC - Digital Signature Certificate)
47. BG – Bank Guarantee
48. MTD – Multimodal transport Documents
49. LOI- Letter of Intent
50. GMI- General Manager- Incharge
51. TDS – Tax Deduction at source
52. FDR – Fixed deposit Receipt
53. RA – Reverse Auction
54. MSME – Ministry of Small and Medium Enterprises
55. NSIC – National Small Industries Corporation
56. GVW- Gross Vehicular weight
57. RC – Registration Certificate
58. NOC – No Objection certificate
59. DD – Demand Draft
60. MTO – Multimodal transport Operator
61. ETA – Estimated Time of Arrival
62. IPA - Integrity pact Agreement
63. IEM - Independent External Monitor
64. GRI – General Rate Increase
65. RRI - Rate Restoration Initiative
66. CMD – Chairman and Managing Director
67. IPC /PC – Indian Penal Code / Prevention of Corruption
68. FCR – Forwarder cargo Receipt
69. PSER – Power Sector Eastern Region, a unit of BHEL
70. IGM-Import General Manifest
71. National company Law Tribunal
72. FLT – Fork Lift Truck
73. FIFO: First In First Out

Annexure-1

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

 For & On behalf of the Principal
 (Office Seal)

 For & On behalf of the Bidder/ Contractor
 (Office Seal)

Place _____

Date _____

Witness: _____
 (Name & Address) _____

Witness: _____
 (Name & Address) _____

Annexure 2
Tentative Packing List

Sl. No	Marks & Nos	Description of Package	No. of Packages	Length (in M)	Width (in M)	Height (in M)	Total Net Weight (in KG)	Total Gross Weight (in KG)	Volume (in CBM)	FRT
250MT Crawler Crane (Make: Kobelco/ Model: CKE2500-2/ M/c Sl. No.:JD04-02488)										
1	BHEL/MTR/BD/PSE/TNP/60214	COUNTER WEIGHT BASE PLATE WITH HANGER	1	4.100	1.990	0.910	11200.00	11200.00	7.42	11.20
2	BHEL/MTR/BD/PSE/TNP/60215	COUNTER WEIGHT	12	1.840	1.200	0.490	67500.00	67500.00	12.98	67.50
3	BHEL/MTR/BD/PSE/TNP/60216	CARBODY WEIGHT WITH HANGER	2	2.700	2.470	0.470	12700.00	12700.00	6.27	12.70
4	BHEL/MTR/BD/PSE/TNP/60217	LOWER BOOM ASSEMBLY WITH BACKSTOP	1	8.300	2.360	2.460	5150.00	5150.00	48.19	48.19
5	BHEL/MTR/BD/PSE/TNP/60218	UPPER BOOM ASSEMBLY	1	10.500	2.340	2.460	4300.00	4300.00	60.44	60.44
6	BHEL/MTR/BD/PSE/TNP/60219	BOOM INSERT- 20FT + 10FT	1	9.270	2.340	2.410	2650.00	2650.00	52.28	52.28
7	BHEL/MTR/BD/PSE/TNP/60220	BOOM INSERT- 40FT	5	12.320	2.340	2.410	14500.00	14500.00	347.39	347.39
8	BHEL/MTR/BD/PSE/TNP/60221	FIX JIB INSERT 10FT	1	3.180	1.020	0.920	115.00	115.00	2.98	2.98
9	BHEL/MTR/BD/PSE/TNP/60222	FIX JIB INSERT 20FT	2	6.180	1.020	0.920	400.00	400.00	11.60	11.60
10	BHEL/MTR/BD/PSE/TNP/60223	FIX JIB- BOTTOM	1	4.780	1.040	0.930	250.00	250.00	4.62	4.62
11	BHEL/MTR/BD/PSE/TNP/60224	FIX JIB- TOP	1	5.060	1.020	0.920	370.00	370.00	4.75	4.75
12	BHEL/MTR/BD/PSE/TNP/60225	FIX JIB STRUT ASSEMBLY	1	5.150	1.200	0.820	340.00	340.00	5.07	5.07
13	BHEL/MTR/BD/PSE/TNP/60226	AUXILIARY SHEAVE ASSEMBLY	1	2.230	0.930	0.980	390.00	390.00	2.03	2.03
14	BHEL/MTR/BD/PSE/TNP/60227	70MT HOOK	1	1.825	0.700	1.260	1250.00	1250.00	1.61	1.61
15	BHEL/MTR/BD/PSE/TNP/60228	35MT HOOK	1	1.580	0.700	1.140	950.00	950.00	1.26	1.26
16	BHEL/MTR/BD/PSE/TNP/60229	CARBODY AND CABIN ASSEMBLY WITH MAST ASSY	1	12.240	3.440	3.510	45330.00	45330.00	147.79	147.79
17	BHEL/MTR/BD/PSE/TNP/60230	CRAWLER FRAME ASSEMBLY	2	8.970	1.380	1.370	41400.00	41400.00	33.92	41.40
18	BHEL/MTR/BD/PSE/TNP/60231	COUNTER WEIGHT	4	1.840	1.200	0.490	22500.00	22500.00	4.33	22.50
19	BHEL/MTR/BD/PSE/TNP/60232	250MT HOOK	1	2.670	1.820	1.090	4640.00	4640.00	5.30	5.30
20	BHEL/MTR/BD/PSE/TNP/60233	150/100MT HOOK	1	2.850	0.940	1.040	2550.00	2550.00	2.79	2.79
21	BHEL/MTR/BD/PSE/TNP/60234	CONTAINER	1	6.100	2.450	2.500	10000.00	10000.00	37.36	37.36
22	-	DRY VAN CONTAINER FOR CRANE SPARES (FOR CKE2500-2 CRANE)	1	8.400	2.200	2.200	16000.00	22000.00	40.66	40.66

600MT Crawler Crane (Make: Liebherr/ Model: LR 1600/2 / M/c Sl. No.:074 531)										
1	BHEL/MTR/BD/PSE/TNP/60094	CENTER COUNTERWEIGHT I	2	2.700	2.000	1.400	5000.00	5000.00	15.12	15.12
2	BHEL/MTR/BD/PSE/TNP/60095	CENTER COUNTERWEIGHT II	6	2.500	1.600	0.470	60000.00	60000.00	11.28	60.00
3	BHEL/MTR/BD/PSE/TNP/60096	COUNTERWEIGHT BASE PLATE	2	2.700	1.800	1.800	10000.00	10000.00	17.50	17.50
4	BHEL/MTR/BD/PSE/TNP/60097	COUNTERWEIGHT CRADLE WITH CENTERING	1	10.300	2.400	1.600	11200.00	11200.00	39.55	39.55
5	BHEL/MTR/BD/PSE/TNP/60098	COUNTERWEIGHT SLABS	46	2.500	1.600	0.470	46000.00	46000.00	86.48	460.00
6	BHEL/MTR/BD/PSE/TNP/60099	BOOM-S-PIVOT SECTION WITH WINCH VI WITH ROPE	1	10.400	3.000	3.000	13400.00	13400.00	93.60	93.60
7	BHEL/MTR/BD/PSE/TNP/60100	BOOM-INTERM. SECTION 12 M (S-25)	1	12.400	3.000	2.800	9000.00	9000.00	104.16	104.16
8	BHEL/MTR/BD/PSE/TNP/60101	BOOM-INTERM. SECTION 12 M (LI.12), JIB-INTERM. SECTION 12M (F.12)	1	12.300	2.600	2.300	7050.00	7050.00	73.55	73.55
9	BHEL/MTR/BD/PSE/TNP/60102	BOOM NOSE 36 T	1	3.200	1.500	1.500	900.00	900.00	7.20	7.20
10	BHEL/MTR/BD/PSE/TNP/60103	MAST BOOM-D-PIVOT SECTION INCL. WINCH III WITH LUFFING PULLEY BLOCK	1	9.900	3.000	2.700	22900.00	22900.00	80.19	80.19
11	BHEL/MTR/BD/PSE/TNP/60104	MAST BOOM-D-INTERM. SECTION 12 M	1	12.400	2.600	2.400	8100.00	8100.00	77.38	77.38
12	BHEL/MTR/BD/PSE/TNP/60105	MAST BOOM-D-HEAD SECTION	1	8.900	2.700	2.300	13300.00	13300.00	55.27	55.27
13	BHEL/MTR/BD/PSE/TNP/60106	HOOK-ROLLER SET FOR SW-HEAD SECTION 300 T	1	1.600	1.300	1.000	1400.00	1400.00	2.08	2.08
14	BHEL/MTR/BD/PSE/TNP/60107	HOOK-ROLLER SET FOR SW-HEAD SECTION 320 T	1	1.600	1.400	1.000	1500.00	1500.00	2.24	2.24
15	BHEL/MTR/BD/PSE/TNP/60108	HOOK- 600/300 T	1	2.700	1.700	1.200	6200.00	6200.00	5.51	6.20
16	BHEL/MTR/BD/PSE/TNP/60109	PART OF HOOK 600/300 T 9-SHEAVE WITH 5 ADD. COUNTERWEIGHT PLATES	2	1.800	1.000	1.580	10080.00	10080.00	5.69	10.08
17	BHEL/MTR/BD/PSE/TNP/60110	HOOK 125 T 3 SHEAVE WITH 8 ADDITIONAL COUNTERWEIGHT. PLATE	1	2.000	1.150	1.200	5760.00	5760.00	2.76	5.76
18	BHEL/MTR/BD/PSE/TNP/60111	LOAD HOOK	1	1.300	0.620	0.600	1140.00	1140.00	0.48	1.14
19	BHEL/MTR/BD/PSE/TNP/60112	ROLLER SET FOR HOOK 400/200T- 5 SHEAVE WITH 5 ADD. CW. PLATES	2	1.650	1.000	1.170	8100.00	8100.00	3.86	8.10
20	BHEL/MTR/BD/PSE/TNP/60113	HOOK BLOCK 400/200 T	1	2.000	1.300	0.950	3500.00	3500.00	2.47	3.50
21	BHEL/MTR/BD/PSE/TNP/60114	BOOM STAND	4	1.560	0.580	0.580	2000.00	2000.00	2.10	2.10
22	BHEL/MTR/BD/PSE/TNP/60115	PLATFORM FOR CRAWLER OF THE CRANE	4	10.000	2.500	0.032	24960.00	24960.00	3.20	24.96
23	BHEL/MTR/BD/PSE/TNP/60116	PLATFORM FOR CRAWLER OF THE CRANE	5	12.500	2.500	0.032	39000.00	39000.00	5.00	39.00
24	BHEL/MTR/BD/PSE/TNP/60126	COUNTERWEIGHT SLABS	2	2.500	1.600	0.470	20000.00	20000.00	3.76	20.00
25	BHEL/MTR/BD/PSE/TNP/60127	BOOM-INTERM. SECTION 6 M (S.20)	2	6.400	3.000	2.800	9200.00	9200.00	107.52	107.52
26	BHEL/MTR/BD/PSE/TNP/60128	BOOM-INTERM. SECTION 12 M (S-20)	1	12.400	3.000	2.800	8200.00	8200.00	104.16	104.16
27	BHEL/MTR/BD/PSE/TNP/60129	BOOM-INTERM. SECTION 12 M (S-25)	2	12.400	3.000	2.800	18000.00	18000.00	208.32	208.32
28	BHEL/MTR/BD/PSE/TNP/60130	BOOM-INTERM. SECTION 12 M (S-16Z), BOOM LACING PIPES (5 NOS)	1	12.600	3.000	2.800	7600.00	7600.00	105.84	105.84
29	BHEL/MTR/BD/PSE/TNP/60131	BOOM-INTERM. SECTION 12 M (LI-09 FOR F-JIB)	1	12.400	3.000	2.800	5100.00	5100.00	104.16	104.16
30	BHEL/MTR/BD/PSE/TNP/60132	BOOM-SL-REDUCING SECTION	1	7.200	3.000	2.800	5000.00	5000.00	60.48	60.48
31	BHEL/MTR/BD/PSE/TNP/60133	BOOM-SW-HEAD SECTION	1	2.700	1.900	2.900	4500.00	4500.00	14.88	14.88
32	BHEL/MTR/BD/PSE/TNP/60134	BOOM-INTERM. SECTION 6 M (S.20)	1	6.600	3.000	2.800	4600.00	4600.00	55.44	55.44
33	BHEL/MTR/BD/PSE/TNP/60135	BOOM-INTERM. SECTION 6 M (LI.10)	2	6.300	2.600	2.300	5600.00	5600.00	75.35	75.35
34	BHEL/MTR/BD/PSE/TNP/60136	JIB-F-ASSEMBLY UNIT INCL. FA-FRAME, F-PIVOT SECTION AND F-OVERRUN PROTECTION	1	7.300	2.800	2.900	2800.00	2800.00	59.28	59.28
35	BHEL/MTR/BD/PSE/TNP/60137	JIB-F- INTERM. SECTION 6 M	1	6.200	2.100	1.700	1000.00	1000.00	22.13	22.13
36	BHEL/MTR/BD/PSE/TNP/60138	JIB-F-HEAD SECTION	1	8.000	2.100	1.700	1700.00	1700.00	28.56	28.56
37	BHEL/MTR/BD/PSE/TNP/60139	MAST BOOM-D-INTERM. SECTION 6 M	1	6.400	2.600	2.400	4400.00	4400.00	39.94	39.94
38	BHEL/MTR/BD/PSE/TNP/60140	WINCH VI WITH ROPE	1	1.900	1.800	1.350	4500.00	4500.00	4.62	4.62
39	BHEL/MTR/BD/PSE/TNP/60141	PLATFORM FOR CRAWLER OF THE CRANE	1	12.500	2.500	0.030	7800.00	7800.00	0.94	7.80
40	BHEL/MTR/BD/PSE/TNP/60207	CRAWLER LEFT INCL. 1 X DRIVING GEAR (SHOE 1,5 M)	1	11.000	1.850	1.900	33000.00	33000.00	38.67	38.67
41	BHEL/MTR/BD/PSE/TNP/60208	CRAWLER RIGHT INCL. 1 X DRIVING GEAR (SHOE 1,5 M)	1	11.000	1.850	1.900	33000.00	33000.00	38.67	38.67
42	BHEL/MTR/BD/PSE/TNP/60209	CABIN SUPERSTRUCTURE WITH CRAWLER CENTER SECTION, 2X SLEWING GEAR. WITH WINCH-I, WINCH-II & SA-FRAME INCL. WINCH IV	1	14.800	3.000	4.000	90590.00	90590.00	177.60	177.60
43	BHEL/MTR/BD/PSE/TNP/60210	JIB-F- INTERM. SECTION 6 M	1	6.200	2.100	1.700	1000.00	1000.00	22.13	22.13
44	BHEL/MTR/BD/PSE/TNP/60211	CONTAINER CARRYING CRANE ACCESSORIES REQUIRED FOR ASSEMBLY	1	6.096	2.440	2.590	11500.00	11500.00	38.52	38.52
45	BHEL/MTR/BD/PSE/TNP/60212	CABIN STAND	4	0.600	0.810	0.810	1000.00	1000.00	1.57	1.57

46	BHEL/MTR/BD/PSE/TNP/60213	TREAD GRILL FOR CRAWLER (3 NOS.)	3	1.800	1.500	0.125	600.00	600.00	1.01	1.01
47	-	DRY VAN CONTAINER FOR CRANE SPARES (FOR LR1600/2 CRANE SL. NO.-074531)	1	8.400	2.200	2.200	16000.00	22000.00	40.66	40.66

80 MT Crawler Crane (Make: Fushun/ Model: QUY 80B/ M/c Sl. No.:1029)

1	BHEL/MTR/BD/PSE/TNP/60489	CABIN & CARBODY	1	8.260	3.280	3.200	29000.00	29000.00	86.70	86.70
2	BHEL/MTR/BD/PSE/TNP/60490	COUNTER WEIGHT	1	3.400	1.000	0.680	7810.00	7810.00	2.31	7.81
3	BHEL/MTR/BD/PSE/TNP/60491	COUNTER WEIGHT	1	3.400	1.000	0.770	9276.00	9276.00	2.62	9.28
4	BHEL/MTR/BD/PSE/TNP/60492	COUNTER WEIGHT	1	3.400	1.000	0.770	7530.00	7530.00	2.62	7.53
5	BHEL/MTR/BD/PSE/TNP/60493	CAT WALK	1	2.530	0.580	1.060	80.30	80.30	1.56	1.56
6	BHEL/MTR/BD/PSE/TNP/60494	BOOM HEAD	1	7.100	1.610	1.800	1680.00	1680.00	20.58	20.58
7	BHEL/MTR/BD/PSE/TNP/60495	9M BOOM INSERT	3	9.200	1.610	1.800	3450.00	3450.00	79.98	79.98
8	BHEL/MTR/BD/PSE/TNP/60496	6M BOOM INSERT	1	6.200	1.610	1.800	844.00	844.00	17.97	17.97
9	BHEL/MTR/BD/PSE/TNP/60497	3M BOOM INSERT	1	3.200	1.610	1.800	523.00	523.00	9.27	9.27
10	BHEL/MTR/BD/PSE/TNP/60498	BOOM FOOT	1	6.800	1.610	1.990	1800.00	1800.00	21.79	21.79
11	BHEL/MTR/BD/PSE/TNP/60499	PROPELLING DEVICE	2	6.360	1.150	1.110	24000.00	24000.00	16.24	24.00
12	BHEL/MTR/BD/PSE/TNP/60500	JIB MAST	1	4.430	0.930	0.340	338.00	338.00	1.40	1.40
13	BHEL/MTR/BD/PSE/TNP/60501	JIB FOOT	1	4.620	0.900	0.630	223.00	223.00	2.62	2.62
14	BHEL/MTR/BD/PSE/TNP/60502	JIB HEAD	1	4.950	0.600	0.570	277.00	277.00	1.69	1.69
15	BHEL/MTR/BD/PSE/TNP/60503	4.5M JIB INSERT	2	4.700	0.600	0.570	266.00	266.00	3.21	3.21
16	BHEL/MTR/BD/PSE/TNP/60504	CONTAINER FOR STORAGE OF CRANE ACCESSORIES	1	6.100	2.450	2.500	6150.00	6150.00	37.36	37.36
17	BHEL/MTR/BD/PSE/TNP/60505	HOOK 80T	1	1.950	0.700	1.210	1050.00	1050.00	1.65	1.65
18	BHEL/MTR/BD/PSE/TNP/60506	HOOK 50T	1	1.800	0.700	1.210	680.00	680.00	1.52	1.52
19	BHEL/MTR/BD/PSE/TNP/61549	9M BOOM INSERT OF FUSHUN QUY80B CRAWLER CRANE	1	9.200	1.610	1.800	1150.00	1150.00	26.66	26.66
20	-	DRY VAN CONTAINER FOR CRANE SPARES (FOR QUY 80B CRANE)	1	8.400	2.200	2.200	16000.00	22000.00	40.66	40.66

250MT Crawler Crane (Make: Kobelco/ Model: CKE2500-2/ M/c Sl. No.:JD04-02492)

1	BHEL/MTR/BD/PSE/TNP/60469	CARBODY AND CABIN ASSEMBLY WITH MAST ASSY	1	12.240	3.440	3.510	45330.00	45330.00	147.79	147.79
2	BHEL/MTR/BD/PSE/TNP/60470	CRAWLER FRAME ASSEMBLY	2	8.970	1.380	1.370	42000.00	42000.00	33.92	42.00
3	BHEL/MTR/BD/PSE/TNP/60471	COUNTER WEIGHT BASE PLATE WITH HANGER	1	4.100	1.990	0.910	11200.00	11200.00	7.42	11.20
4	BHEL/MTR/BD/PSE/TNP/60472	COUNTER WEIGHT	16	1.840	1.200	0.490	90000.00	90000.00	17.31	90.00
5	BHEL/MTR/BD/PSE/TNP/60473	CARBODY WEIGHT WITH HANGER (BLACK)	2	2.700	2.470	0.470	12700.00	12700.00	6.27	12.70
6	BHEL/MTR/BD/PSE/TNP/60474	LOWER BOOM ASSEMBLY WITH BACKSTOP	1	8.300	2.360	2.460	5150.00	5150.00	48.19	48.19
7	BHEL/MTR/BD/PSE/TNP/60475	UPPER BOOM ASSEMBLY	1	10.500	2.340	2.460	4300.00	4300.00	60.44	60.44
8	BHEL/MTR/BD/PSE/TNP/60476	BOOM INSERT- 20FT + 10FT	1	9.270	2.340	2.410	2650.00	2650.00	52.28	52.28
9	BHEL/MTR/BD/PSE/TNP/60477	BOOM INSERT- 40FT	5	12.320	2.340	2.410	14500.00	14500.00	347.39	347.39
10	BHEL/MTR/BD/PSE/TNP/60478	FIX JIB INSERT 10FT	1	3.180	1.020	0.920	115.00	115.00	2.98	2.98
11	BHEL/MTR/BD/PSE/TNP/60479	FIX JIB INSERT 20FT	2	6.180	1.020	0.920	400.00	400.00	11.60	11.60
12	BHEL/MTR/BD/PSE/TNP/60480	FIX JIB- BOTTOM	1	4.780	1.040	0.930	250.00	250.00	4.62	4.62
13	BHEL/MTR/BD/PSE/TNP/60481	FIX JIB- TOP	1	5.060	1.020	0.920	370.00	370.00	4.75	4.75
14	BHEL/MTR/BD/PSE/TNP/60482	FIX JIB STRUT ASSEMBLY	1	5.150	1.200	0.820	340.00	340.00	5.07	5.07
15	BHEL/MTR/BD/PSE/TNP/60483	AUXILIARY SHEAVE ASSEMBLY	1	2.230	0.930	0.980	390.00	390.00	2.03	2.03
16	BHEL/MTR/BD/PSE/TNP/60484	250MT HOOK	1	2.670	1.820	1.090	4640.00	4640.00	5.30	5.30
17	BHEL/MTR/BD/PSE/TNP/60485	150/100MT HOOK	1	2.850	0.940	1.040	2550.00	2550.00	2.79	2.79
18	BHEL/MTR/BD/PSE/TNP/60486	70MT HOOK	1	1.825	0.700	1.260	1250.00	1250.00	1.61	1.61
19	BHEL/MTR/BD/PSE/TNP/60487	35MT HOOK	1	1.580	0.700	1.140	950.00	950.00	1.26	1.26
20	BHEL/MTR/BD/PSE/TNP/60488	CONTAINER FOR STORAGE OF CRANE ACCESSORIES	1	6.100	2.450	2.500	10490.00	10490.00	37.36	37.36
21	BHEL/MTR/BD/PSE/TNP/61970	MAST OF KOBELCO CKE2500-2 CRAWLER CRANE	1	10.240	1.820	0.300	1910.00	1910.00	5.59	5.59
22	-	DRY VAN CONTAINER FOR CRANE SPARES (FOR CKE2500-2 CRANE)	1	8.400	2.200	2.200	16000.00	22000.00	40.66	40.66

300MT Crawler Crane (Make: Liebherr/ Model: LR 1350-1 / M/c Sl. No.:74113)

1	BHEL/MTR/BD/PSE/CRN-074113/60010	CRAWLER (SHOE 1.2M) INCL. 1xDRIVING GEAR	2	9.700	1.400	1.530	46000.00	46000.00	41.55	46.00
2	BHEL/MTR/BD/PSE/CRN-074113/60011	SUPERSTRUCTURE INCL. CENTER SECTION, SA- FRAME INCL. WINCH-IV, 2xSLEWING GEAR, 4xSUPPORT PLATES, WINCH-I & WINCH-II	1	11.900	3.000	3.200	53265.00	53265.00	114.24	114.24
3	BHEL/MTR/BD/PSE/CRN-074113/60012	ADDITIONAL SUPPORT	2	2.400	0.800	1.200	2000.00	2000.00	4.61	4.61
4	BHEL/MTR/BD/PSE/CRN-074113/60013	CENTER COUNTER- I	2	5.500	1.500	0.070	8000.00	8000.00	1.16	8.00
5	BHEL/MTR/BD/PSE/CRN-074113/60014	CENTER COUNTER- II	4	2.400	1.200	0.900	30000.00	30000.00	10.37	30.00
6	BHEL/MTR/BD/PSE/CRN-074113/60015	COUNTERWEIGHT BASE FRAME	1	7.300	2.200	0.550	15000.00	15000.00	8.83	15.00
7	BHEL/MTR/BD/PSE/CRN-074113/60016	COUNTERWEIGHT SLABS	6	2.200	2.100	0.400	30000.00	30000.00	11.09	30.00
8	BHEL/MTR/BD/PSE/CRN-074113/60017	COUNTERWEIGHT SLABS	8	2.200	2.100	0.700	80000.00	80000.00	25.87	80.00
9	BHEL/MTR/BD/PSE/CRN-074113/60018	BOOM- 'S' PIVOT SECTION 10M	1	10.400	3.000	2.700	7700.00	7700.00	84.24	84.24
10	BHEL/MTR/BD/PSE/CRN-074113/60019	BOOM- INERM. SECTION 6M (S.10)	1	6.300	3.000	2.400	2100.00	2100.00	45.36	45.36
11	BHEL/MTR/BD/PSE/CRN-074113/60020	BOOM- INERM. SECTION 12M (S.20)	2	12.300	3.000	2.400	8200.00	8200.00	177.12	177.12
12	BHEL/MTR/BD/PSE/CRN-074113/60021	BOOM- SL REDUCING SECTION	1	6.300	3.000	2.400	1900.00	1900.00	45.36	45.36
13	BHEL/MTR/BD/PSE/CRN-074113/60022	BOOM- INERM. SECTION 6M (Li.10)	1	6.300	2.600	2.000	1700.00	1700.00	32.76	32.76
14	BHEL/MTR/BD/PSE/CRN-074113/60023	BOOM- INERM. SECTION 12M (Li.10), LATTICE PIPES OF CRANE (9 PCS)	1	12.300	2.600	2.000	4000.00	4000.00	63.96	63.96
15	BHEL/MTR/BD/PSE/CRN-074113/60024	BOOM- INERM. SECTION 12M (Li.10 FOR JIB)	1	12.300	2.600	2.000	3300.00	3300.00	63.96	63.96
16	BHEL/MTR/BD/PSE/CRN-074113/60025	BOOM- 'L' HEAD SECTION 8M, 200T	1	8.600	2.600	2.600	3800.00	3800.00	58.14	58.14
17	BHEL/MTR/BD/PSE/CRN-074113/60026	JIB- 'F' PIVOT SECTION 6M	1	6.200	1.200	1.000	700.00	700.00	7.44	7.44
18	BHEL/MTR/BD/PSE/CRN-074113/60027	JIB- INTERM. SECTION 6M (F.10)	2	6.200	1.200	1.000	1200.00	1200.00	14.88	14.88
19	BHEL/MTR/BD/PSE/CRN-074113/60028	JIB- 'F' HEAD SECTION 6M	1	6.400	1.200	1.000	1300.00	1300.00	7.68	7.68
20	BHEL/MTR/BD/PSE/CRN-074113/60029	FA- FRAME	1	6.200	2.600	0.900	1200.00	1200.00	14.51	14.51
21	BHEL/MTR/BD/PSE/CRN-074113/60030	HOOK BLOCK 215T, 3 SHEAVE	1	1.800	1.110	1.500	5240.00	5240.00	3.00	5.24
22	BHEL/MTR/BD/PSE/CRN-074113/60031	HOOK BLOCK 107T, 3 SHEAVE	1	1.500	0.830	1.500	3470.00	3470.00	1.87	3.47
23	BHEL/MTR/BD/PSE/CRN-074113/60032	HOOK BLOCK 47T, 1 SHEAVE	1	1.300	0.600	1.300	2090.00	2090.00	1.01	2.09
24	BHEL/MTR/BD/PSE/CRN-074113/60033	CONTAINER CARRYING CRANE ACCESSORIES REQUIRED FOR ASSEMBLY	1	6.100	2.450	2.500	10000.00	10000.00	37.36	37.36
25	BHEL/MTR/BD/PSE/CRN-074113/60034	PLATFORM FOR CRANE CRAWLER	1	12.000	2.500	0.025	5887.50	5887.50	0.75	5.89
26	BHEL/MTR/BD/PSE/CRN-074113/60035	PLATFORM FOR CRANE CRAWLER	2	12.500	2.500	0.028	13737.50	13737.50	1.75	13.74
27	BHEL/MTR/BD/PSE/CRN-074113/60036	PLATFORM FOR CRANE CRAWLER	1	11.020	2.500	0.030	6488.03	6488.03	0.83	6.49
28	BHEL/MTR/BD/PSE/CRN-074113/60037	PLATFORM FOR CRANE CRAWLER	1	9.500	2.500	0.036	6711.75	6711.75	0.86	6.71
29	BHEL/MTR/BD/PSE/CRN-074113/60038	PLATFORM FOR CRANE CRAWLER	1	9.780	2.500	0.036	6909.57	6909.57	0.88	6.91
30	-	DRY VAN CONTAINER FOR CRANE SPARES (FOR LR1350/1 CRANE SL. NO.-074113)	1	8.400	2.200	2.200	16000.00	22000.00	40.66	40.66

Misc. Project Cargo										
1	-	Misc Supplies-1	1	7.400	2.100	2.200	16000.00	22000.00	34.19	34.19
2	-	Misc Supplies-2	1	7.400	2.100	2.200	16000.00	22000.00	34.19	34.19
3	-	Misc Supplies-3	1	7.400	2.100	2.200	16000.00	22000.00	34.19	34.19
4	-	Misc Supplies-4	1	7.400	2.100	2.200	16000.00	22000.00	34.19	34.19
5	-	Misc Supplies-5	1	7.400	2.100	2.200	16000.00	22000.00	34.19	34.19
6	-	Misc Supplies-6	1	7.400	2.100	2.200	16000.00	22000.00	34.19	34.19
7	-	Misc Supplies-7	1	7.400	2.100	2.200	16000.00	22000.00	34.19	34.19
8	-	Misc Supplies-8	1	7.400	2.100	2.200	16000.00	22000.00	34.19	34.19
9	-	Misc Supplies-9	1	7.400	2.100	2.200	16000.00	22000.00	34.19	34.19
10	-	Misc Supplies-10	1	7.400	2.100	2.200	16000.00	22000.00	34.19	34.19
11	-	Misc Supplies-11	1	7.400	2.100	2.200	16000.00	22000.00	34.19	34.19
12	-	Misc Supplies-12	1	7.400	2.100	2.200	16000.00	22000.00	34.19	34.19
13	-	Misc Supplies-13	1	7.400	2.100	2.200	16000.00	22000.00	34.19	34.19
14	-	Misc Supplies-14	1	7.400	2.100	2.200	16000.00	22000.00	34.19	34.19
15	-	Misc Supplies-15	1	7.500	2.100	2.200	16000.00	22000.00	34.65	34.65
16	-	Misc Supplies-16	1	8.000	2.100	2.200	16000.00	22000.00	36.96	36.96
17	-	Misc Supplies-17	1	8.400	2.100	2.200	16000.00	22000.00	38.81	38.81