


TENDER FOR APPOINTMENT OF CONTRACTORS FOR OCEAN FREIGHTING OF HELICAL SUSPENSION SPRINGS FROM HAMBURG TO NHAVA SHEVA – FOB BASIS (2 X 20 GP CONTAINERS)

TENDER NO: RE/MUM/IMP/JS/IS-2106

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

: 07.06.2021

: 1500 Hrs

No. RE/MUM/IMP/JS/IS-2106

To

M/s _____

Dear Sirs,

BHEL, a Power Equipment Manufacturing Company, intends to import Engineering cargo. Your most competitive offer is invited for the subject transportation on the following terms and conditions.

The tender comprises of

Sr No	Description	Section
1	Scope of Work	I
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5	General Terms and Conditions	V
6	Price BID	VI
7	Letter of Compliance	VII

Important Details of the Tender

Name and Contact Details of the Person for Queries in the Tender	(1) Vishnu Waradkra Executive Phone : 022-22171372 Mobile : 9819593163 varadkar@bhel.in (2) Pallavi Gupta Dy Manager Phone : 022-22171355 Mobile : 7506645318 pallavi.gupta@bhel.in
EMD Amount	Rs 6100/-
Time limit for EMD Submission	15:00 Hrs on due date of Opening
Last Date of Submission of the Tender	07.06.2021, 1500 Hrs.

GUIDELINES FOR OFFER SUBMISSION:

1. The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://eprocurebhel.co.in>
2. **Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. This tender will be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.**

For support regarding e-tendering system, bidders may contact following:
R Inchara phone no: 8553226267, email: inchinchu@gmail.com

Bidder registration is for free and the procedures are provided in the portal.
<https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page>

Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

3. The offers shall Include

- 1) **EMD :-**

The EMD of Rs.6100/- to be submitted through NEFT/RTGS. The fund may be transferred to the following account.

BHEL Bank Account details:

NAME : Bharat Heavy Electricals Limited
Bank & Branch: State Bank of India,
Cuffe Parade Branch
Account No : 10783155482
IFSC Code: SBIN0005345

EMD must be deposited latest by **15:00 Hrs** on the day of Tender submission Date. The offers without EMD will not be considered for evaluation.

Sr No	Documents	Remarks
1	EMD	To be Submitted online
2	Entire Blank Tender Document	To be Submitted
4	Compliance Letter on Company Letter Head	To be Submitted
5	Amendment to the Tender if any	To be Submitted

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.

Should be submitted as per guideline provided.

(II) Part-2 – Price Bid

Should be submitted as per guideline provided.

NO Hard copies of Tender Documents will be accepted at BHEL Office.

SECTION I

SCOPE OF WORK

Shipment Details – 2 X 20 GP

Description	HELICAL SUSPENSION SPRING
PO No	9296N21
IMPORTS FROM	FOB HAMBURG
DISCHARGE PORT	NHAVA SHEVA
BHEL UNIT	JHANSI
Stackability	FOB SHIPMENT
Tentative Readiness	30.06.2021 (FOB readiness)
SUPPLIER DETAILS	M/s FEDERNWERKE J.P.GRUEBER GMBH & CO. KG POSTFACH 1009, 58010 HAGEN BUSCHMUHLENSTR. 28 D-58093 HAGEN; GERMANY: Contact No: 033319656-0 E-mail: info@grueber.de
PACKING LIST	39 Wooden Boxes Weight – 36.7 MT (packing List attached)

*The packing list is tentative and may vary at the time of shipment.

Important notes :

- Non BHEL Consignment is not to be clubbed with consignments of any other vendor

Material readiness with supplier is as defined the table above. The vessel details shall be informed to the shipper atleast 10 days prior to the arrival of the vessel.

The contractor / his Load Port agent should establish contact with our Supplier / his agent and make necessary shipping arrangements from Load Port as soon as Letter of Award (LOA) is placed. In consultations with our supplier, provide the required containers (to enable supplier

to stuff / arrange cargo at load port). The supplier will deliver the cargo stuffed in containers on “FOB Load Port” terms on the vessel nominated by the contractor.

The Final arrangements to be made by the contractor only after proper coordination / confirmation from our supplier. The contractor to ensure that cargo/stuffed container is available at Load Port before vessel arrival to avoid “Dead Freight” .

BHEL will not be liable for dead freight or any other related penalty, detention or demurrage.

Scope of Work:

DETAILS OF WORKS:

- 1.0 coordination with the shipper/supplier to ensure dispatch and delivery of containers at the nominated load port to match vessel sailing schedule
- 2.0 Safe Discharge of all the loaded containers at Discharge Port
- 3.0 Cargo has to be brought under one Bill of Lading .
- 4.0 The supplier will hand over containers to contractor. If contractor is unable to arrange the vessel after receiving the containers from supplier at load port, the storage charges if any will have to be paid by contractor
- 5.0 **BHEL will not pay DEAD Freight / vessel detention/ hook idle/ port storage at load port under any circumstances.**
- 6.0 Contractor to ensure that IGM is filled 48 Hours before the arrival of containers at Nhava Sheva so that BHEL is in position to file prior Bill of Entry at customs
- 7.0 **Draft BL** has to be forwarded to BHEL in 2 **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/ shipper , and is to be handed over within 3 days 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
- 8.0 **Contractor provide 21 days container detention free period at Nhava Sheva . Detention charges if applicable, after the free period of 21 days shall be paid as below :**

CONTAINER DETENTION RATES PER CONTAINER PER DAY(INR)	
	2000
UPTO 21 DAYS	NIL
ABOVE 21 DAYS	2400

- 9.0 Contractor should give sufficient notice period of 7 days to BHEL / BHEL appointed CHA before arrival of container.
- 10.0 Cargo arrival notice along with ETA of the vessel to be communicated in 15 days advance at discharge port/BHEL. Pre-alert through email should be given as soon as B/L is issued
- 11.0 The contractor shall furnish **prior IGM/item details** & Freight details 2 working days in advance to CHA and BHEL by email and Hard copy of the same to be given to BHEL office immediately to enable BHEL to file B/E at customs.
- 12.0 The contractor shall arrange for single window final delivery order from his office against OBL within 02 days of final IGM (inward date). DO will be handed over to authorized CHA at his port office by contractor. Any charge incurred due to any delay by contractor in handing over final delivery order shall be recovered from contractor.
- 13.0 Contractor shall liaison with shipping line in resolving IGM error/amendment within five working days. Any detention/ demurrage/ penalty incurred due to wrong IGM will, late IGM amendment will be to the account of the forwarder.
- 14.0 The contractor should provide the details of their load port agent immediately within 3 working days of receiving the LOA.
- 15.0 Any charge incurred in LC amendment due to any delay by contractor shall be recovered from contractor.
- 16.0 **Upon Safe discharge of containers at discharge port, the contractor shall ensure the handover of necessary documents to enable JWC Logistics Park Pvt Ltd representative / or any other nominated CFS to move the container to BHEL nominated CFS (at presently JWC Logistics Park Pvt Ltd) IGM Code : Custom EDI Code - INNSA1JLP1, Port Code (1) JNPT Port : JWC (2) GTI Port : JWC (3) NSICT Port : NSAJWC without any financial liability to BHEL.**
Contractor to confirm with BHEL before filing for IGM details for port codes, as BHEL is registering for DPD codes. Incase the same is available by the time IGM is to be filed, all BHEL shipments will be filed with BHEL's DPD code along with JWC CFS Code as per public notice 16/2017 of JNPT

24) Payment to the contractor will be made as per below

1. Ocean Freight charges
2. Destination Charges
3. Delivery Order Charges

No other charges shall be payable to contractor other than the charges mentioned above.

SECTION II

INSTRUCTIONS TO BIDDERS

Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <https://eprocurebhel.co.in>

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

The acceptance of tender shall be intimated to the successful bidder through a Letter of Award (LOA). The contractor shall be required to submit security deposit as per the Tender document, within three days LOA which should be valid up to three months after the expiry of the contract period as specified in the Letter of Intent. In the event of failure

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

11.0 Evaluation criteria

- 11.1 The offer of parties meeting the Tender requirements will only be considered for evaluation.
- 11.2 The offers will be evaluated on the basis of the total value offered in the Price Bid
- 11.3 Parties must quote the Price Bid in the Price Bid format only. No other format will be accepted.
- 11.4 For cash flow, the exchange rate (TT selling rate of SBI) as on technical bid opening date of tender opening shall be considered.
- 11.5 **The Tender will be finalized through Reverse Auction only. Bidders who are technically not qualified will not be allowed to participate in the reverse auction.**
- 11.6 Vendor must fill all the schedules and Price for each and every items. If the vendor fail to quote any of the items in Price Bid, he will be disqualified and his price bid will not be open or will not be allowed to participate in Reverse Auction.
- 11.7 **After the completion of Reverse Auction, the final bidder (L1 Bidder) will have to provide Price Break up of the Final Auctioned Price on Pro-rata basis of the original Price Submitted.**
- 11.8 BHEL reserves the right to negotiate with L1 party.

12.0 Instruction for MSE Suppliers (Micro and Small Enterprises)

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 certificate 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.

SECTION III

TECHNICAL REQUIREMENTS

1.0 Transit Time

Total Transit time permitted = 35 Days (Inclusive of Bill of Lading date as well as IGM inward date)

Start of Transit time will be the date of Bill of Lading

End of Transit time will be the date to final IGM (inward date) at JNPT Nhava Sheva Port

If the contractor has failed to arrange the vessel **within 20 days of** shipper's intimation / LOA date / LC amendment date whichever is later, then:

1. The transit time will start from 21st day from shipper's intimation / LOA date / LC amendment date whichever is later.
2. BHEL reserves the right to invoke Risk Purchase clause 7.0 of section IV without any notice to the contractor.

2.0 Transit Penalty

The transit delay beyond the permitted transit period shall attract a penalty of 1% per day on the contract value (including taxes) for the shipment subject to maximum 10% of the contract value (including taxes) of the shipment of that particular shipment including taxes

Vessel Qualification:

Cargo should be carried by mechanically self-propelled vessels of steel construction classed with classification society which is :

- i. a member of associate member of International Association of classification societies(ICAS) or
- ii. A national flag society as defined below , but only where vessel is engaged exclusively in coastal trading of that nation (including trading on an inter island route within an archipelago of which the nation forms part)
- iii. For the list of Current IACS Members and associate members refer to the IACS website at www.iacs.org.uk

3.0 Age Limitation of Vessel

(i) Bulk or Combination carriers over 10 years of age

(ii) Other Vessel over 15 years of age unless they

(a) Have been used for carriage of general cargo on an established and regular pattern of trading between a range of specified ports and do not exceed 25 years of age

or

(b) Were constructed as containership, vehicle carriers or double- skin open hatch gantry crane vessel (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports and do not exceed 30 years of age

4.0 All taxes, charges and dues of vessel if any during execution of this contract shall be on contractor's account both in load port and the discharge port

5.0 Stevedoring charges if any at both load port and discharge port shall be on contractors account

Payment Terms

1. The Ex-works charges and Ocean Freight charges shall be calculated in Indian Rupees by applying T.T. Selling rate between US\$ and Indian Re. of SBI prevailing on ***the date of Bill of Lading.***
2. 100% payment of the freight value of Ocean freighting, THC and Delivery Order charges in Indian rupees will be payable within 30 days of receiving Delivery Order
3. The detention charges after 21 days is fixed as below and will be paid to the vendor after clearance of the shipment on submission of invoices.

CONTAINER	DETENTION	RATES	PER
CONTAINER PER DAY(INR)			

	20 GP
UPTO 21 DAYS	NIL
ABOVE 21 DAYS	2400

4. Delivery Order (DO) should be issued within 02 days of submission of duly discharged Original Bill of Lading. Any consequential loss due to delay in delivery order shall be recovered from contractor's bills.
5. Vessel age certificate to be enclosed with the bill.
6. All the Bills should be in the name of BHEL

SECTION IV

Format for Techno- Commercial Conditions

Sr No	Description	Confirmation by Bidder
(1)	Bidder must have an average annual turnover of the company of not less than Rs 0.92 Lakhs for the last three Years (i.e. for year 2017-18, 2018-2019 and 2019-2020) Copy of CA certificate/copy of audited financial statement for each FY to be uploaded in e-portal.	Copy of CA certificate with UDIN OR copy of audited financial statement to be submitted
(2)	Bidders must submit proof of having have successfully executed ocean freight contracts (any logistics contract inclusive of Ocean Freight) in last seven years (ending last day of month previous to the one in which the tender was due for opening) as per following (1) Three contracts of value not less than Rs 1.22 Lakh each OR (2)Two contracts of value not less than Rs 1.52 Lakh each OR (3)One contract of value not less than Rs 2.44 Lakh	Copies of contract / work order with satisfactory completion certificate from customer must be attached
(3)	EMD Details. Email to be sent on submission of EMD with UTR details	UTR NO. TO BE PROVIDED
(4)	Vessel Requirements as per Section III.	Agreed
(5)	The Bidder should not have been banned/Suspended for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank 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/ EXIM Bank as on date of publication of NIT.	A self-certification should be submitted by the bidder indicating compliances.

(6)	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
(7)	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped	To be uploaded
(8)	Compliance Letter: The compliance letter duly signed and stamped on letter head	On letter head To be uploaded
(9)	Payment Terms as per Section III	Agreed
10	INDEMNITY: Contractor 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
11	Arbitration : As specified in General Terms and Conditions	Agreed
12	<p>CANCELLATION OF THE CONTRACT:</p> <ol style="list-style-type: none"> 1. BHEL reserves the right to cancel the contract 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. 2. BHEL reserve the right to forfeit security deposit of the contractor in case of unsatisfactory performance/ cancellation. 3. If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract without any notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract. 	Agreed
13	<u>GOVT. RULES & REGULATIONS:</u> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licenses, permits for operation in India/ transit country / discharge countries,. It is obligatory for CONTRACTOR to comply with regulating requirements in load port countries are fully met before award of the contract.	Agreed

14	RA terms and condition: As per general terms and condition.	Agreed
15	RISK PURCHASE: As Specified in General Terms & Conditions.	Agreed
16	<u>Participation in Reverse Auction</u>	Agreed
17	<u>The movement of Container to BHEL nominated CFS (i.e. M/s JWC Logistic Park Pvt Ltd) / Filing with BHEL DPD CODE without any additional cost to BHEL</u>	Agreed
18	<u>Container detention free period of 21 days.</u> Detention amount after 21 days detention amount will be payable as below : 20'GP – 2400 /- per container per day	Agreed
19	Penalty : 1. TRANSIT DELAY: The transit delay beyond the permitted transit period shall attract a penalty of 1% per day on the contract value (including taxes) for the shipment subject to maximum 10% of the contract value (including taxes) of the shipment of that particular shipment including taxes	Agreed
20	Offer Validity: The offer of bidders will be valid for 30 days for acceptance from due date of tender. Validity of the contract : The contract will be valid till completion of the work defined in the tender	Agreed
21	PAN CARD of the company GST registration Certificate of the company Registered address with name , email id and contact no. of the owner of the company	Copies to be submitted
22	GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor 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 contractor	Agreed
23	If at any point of time it is found that the details furnished by the contractor are not correct then BHEL reserves the right to cancel the contract, forfeit security deposit and initiate risk purchase	Agreed
24	Bank Signed Mandate copy with bank details	submitted

SECTION V GENERAL TERMS AND CONDITIONS

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

- 1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" or "FREIGHT FORWARDER or CONSOL AGENT OR CHA where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, LOA, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any) and all correspondence.
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The Contract will be valid till all the activities mentioned in the scope of work is completed by contractor
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

- 1.11 “Full Container Load” (FCL) shall mean a container containing cargo belonging to one consignee in the vessel’s manifest.
- 1.12 “Ton” means one metric Ton of 1,000 kilograms or one cubic meter.
- 1.13 Nhava Sheva ports means all the three terminals in the port, i.e., JNPCT, NSICT & GTI and any other terminal/CY that may be developed in JNPT.

2.0 Issue Of Notice:

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

3.0 Commencement Of Work:

- 3.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOA and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL’s other rights and remedies in this regard.

4.0 License/Permission/Registration

- 4.1 Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Contractor shall be entertained by BHEL for any breach of the provisions/Acts or laws by the contractor.

5.0 Invoices And Payments

- 5.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 5.2 Contractor shall submit freight bill including other charges along with supporting documents immediately after sailing of the vessel

All the Bills like Freight Bills, THC, IHC, DO, etc must be in the name of BHEL, ROD Mumbai having GSTN as 27AAACB4146P1ZF.

Contractor should timely update output data in GST portal to enable BHEL to take input tax credit

6.0 Freight payment:-

- 6.1 Freight payments along with the other charges as per the contract rates shall be made to the contractor in Indian Rupees only. For the purpose of conversion the SBI TT selling rate prevailing on the date of Bill of Lading will be considered. In case there is a bank holiday on B/L date then the rate prevailing on the previous working day will apply. Freight bill shall contain the details of packages, weight and MBL number and other charges as per the contracted rates.
- 6.1.1 Contractor shall submit freight bill along with supporting documents immediately after sailing of the vessel. (Within one week of BL date) to BHEL.
- 6.1.2 100% payment of the charges will be made by BHEL by Cheque / RTGS against the bill submitted with all documents from BHEL after issue of DO.
- 6.1.3 Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, **including TDS** and/or any other levies at the prescribed rates.
- 6.1.4 Contractor shall issue CAN immediately on filing of prior entry IGM by the Liner/ Carriers
- 6.1.5 TDS as applicable will be recovered from contractor's bill.
- 6.1.6 All the bills should be submitted in duplicate i.e one original and one copy.
- 6.1.7 All taxes, charges and dues of vessel if any during execution of this contract shall be on Contractor's account both in load port and in the discharge port.
- 6.1.8 The documents to be submitted along with bills in duplicate are as follows:
 - 1. Invoice duly signed and stamped / digitally signed as per the Price bid Schedule
 - 2. Packing list
 - 3. OBL copy

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

6.2 Other Charges payable by BHEL

- 6.2.1 GST as applicable shall be paid. Contractor should ensure that original invoice/ bill/ receipt in the name of BHEL is provided at the time of payment.
- 6.2.2 No port Congestion charges will be payable.
- 6.2.3 All the Bills like Freight Bills, THC, IHC, DO, Detention etc must be in the name of BHEL.

If invoice is not in the name of "BHEL" with correct GST details, payments will not be made

6.2.4 Payment will be made against NEFT/ RTGS details e-mandate certified by copy.

7.0 Time Limit for Submission of Bills

- 7.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (4) four months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 7.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 7.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval BHEL.

8.0 Risk Purchase:

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

- 8.1 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the security deposit.
- 8.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 8.3 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination
- 8.4 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 8.5 In case of Risk Purchase is enforced, The contractor will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.
- 9.0 **Observance Of Local Laws :**
- 9.1 The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 9.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable/levied on account of any of the operations connected with the execution of this contract.
- 9.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.
- 10.0 **Safety Of Men, Equipment, Material & Environment:**
- 10.1 All safety rules, codes applied by BHEL/its customer at port/CFS/ICD shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 10.2 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

- 10.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 10.4 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.
- 11.0 **Contractor's responsibility for Insurance:**
- 11.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 11.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- 11.3 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 11.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.
- 11.0 All **Original Bill of lading**s should be issued as per UCP 600.
- 12.0 Use of tramper/ tramp services/tramp vessel is **prohibited**.
- 13.0 **Force Majeure:** The following shall amount to force majeure conditions
- 13.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- 13.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time

provided notice of the happening of any such cause / event is given by the contractor to BHEL within 14 days from the date of occurrence thereof.

- 13.3 The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 13.4 Force Majeure conditions will apply on both sides.

The shipments have to be freighted in the prevailing situation of COVID 19. No condonation of delay/ transit penalty on grounds of COVID 19 will be entertained. Shipments have to be done in its stipulated time frame in the existing conditions only.

14.0 Prevention Of Corruption

- 14.1 Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- 14.2 BHEL shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favour or disfavor to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with BHEL.

15.0 ARBITRATION

- 15.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.
- 15.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 15.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being

in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Mumbai.

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

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

15.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.

15.7 **In case of contract with Public Sector Enterprise (PSE) or a Government Department** : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

16.0 Laws Governing The Contract:

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

17.0 Indemnity

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

18.0 Security Deposit

18.1 Successful bidder shall submit 5% of the total contract value as security deposit within Three days of issue of LOA for the contract.

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

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

i) Only Electronic Fund Transfer in favor of BHEL

ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

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

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

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

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

18.2.2 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Securities / BG's shall be released after three **(3) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

19.0 Earnest Money Deposit

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

Electronic Fund Transfer credited in BHEL account (before tender opening)

EMD of the Bidder will be forfeited if:

19.2 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.

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

19.4 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

19.5 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.

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

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

19.8 EMD shall not carry any interest.

19.9 In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs. 20.0 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months. The Bank Guarantee furnished should be strictly as per BHEL Format attached (annexure B Attached)

20.0 Discrepancy In Words & Figures: Quoted In Offer

- 20.1 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 20.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 20.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 20.1 and 20.2 above.
- 20.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 21.0 Requirements of Performance.**
- 21.1 All the permissions and Clearances or any other relevant authorization/indemnities from/to competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.
- 21.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- 21.3 The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.
- 21.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Contractor at his own cost.
- 21.5 In the event of contractor backing out/not performing as per the contract, suitable action will be taken by BHEL as per contract. Additionally, future business of such de-faulting Agents will be suspended with BHEL as per company policy
- 21.6 Whenever asked by company, all documents including bill of lading, delivery orders, payment invoices etc will be returned by contractor immediately not later than three

working days, failing which appropriate action as deemed fit and recovery of the losses by the company will be done.

- 21.7 In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the contractor's company becomes insolvent the contract shall automatically stand terminated.

22.0 Short – Landed Or Damaged Goods.

- 22.1 It shall be the responsibility of Contractor to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/losses/damages. Under no circumstances, the intimation shall be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.
- 22.2 In case of goods specified by BHEL and in case of apparent damages, the Contractor will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Contractor shall lodge claim with the appropriate authorities.
- 22.3 The Contractor is responsible for safe transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.
- 22.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

23.0 Subletting Not Allowed

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

24.0 Joint Survey

- 24.1 Situations may arise during the course of handling / transportation of containers/ cargo when a container or cargo meets with an accident. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of BHEL / Consignor / Consignee / Insurance Company,/BHEL representative etc. for assessment of loss/damage to cargo and / or container. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the contractor shall be under obligation to arrange to issue "Damage Certificate" or "Short landing certificate" to the Consignor/ Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by BHEL. Settlement of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor shall be required to settle all

claims/liabilities, whatsoever, against BHEL, which come to BHEL under all such situations. The contractor may undertake to repair the damaged container, which has met with an accident under his custody, at his own initiative. This he shall do to the complete satisfaction of the concerned shipping line / BHEL to which the container belongs to at the time of accident.

25.0 Guidelines for suspension of business dealings with suppliers/ contractors'

The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at bhel website www.bhel.com. The link for the same is available at

<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

26.0 BHEL Fraud prevention policy

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

27. REVERSE AUCTION:

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

28 The bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). 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.

In case, bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

29. VERIFICATION OF DOCUMENTS: BHEL reserves the right to verify any documents submitted by the Bidder. Any supporting documents in line with contract copy and completion certificate like invoices, Packing list, Billing details in original may be asked and BHEL reserves the right to reject the bid if verification from customer/ or supporting documents is not forthcoming.

SECTION VI**Price BID**

Sl. No.	Description	Currency	UOM	Rate	Total Value
(a)	(b)	(c)	(d)	(e)	(f) = (d) x (exch. rate) x (e)
1	Rate for ocean freighting to Nhava Sheva in 20' GP container	USD	2		
2	Destination Charges at Nhava Sheva for 20 GP (Includes THC, washing charges, Maintenance charges, etc) Should include all destination charges. No separate charges, other than this shall be payable	INR	2		
3	Delivery Order Charges (per BL)	INR	1		
	Total (1f + 2f + 3f)				

Notes to Price Bid:

1. Evaluation will be done on Total Cost to BHEL in INR
2. All taxes as applicable.
3. No other shipping line charges will be payable
4. For Evaluation purpose the SBI TT Selling exchange rate on the day of Technical opening will be considered
5. No charges other than those specified in the contract shall be payable.

6. Detention free period required: 21 days**7. Detention payable after 21 days as indicated in the tender**

CONTAINER DETENTION RATES PER CONTAINER PER DAY(INR)	
	20 GP
UPTO 21 DAYS	NIL
ABOVE 21 DAYS	2400

Section VII

(Letter of compliance on Company's Letter Head)

Ref No:

Date:

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai – 400 005

Sub : Your Tender no RE/MUM/IMP/JS/IS- 2106

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalising the Tender.

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions.

In case, any deviation is observed in the financial bid the same is not be entertained / Considered by BHEL.

In case, all rates are not quoted in the respective price bid formats, such price bid will be rejected.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER