


**Tender for Customs Clearance, Trucking and Handling of cargo at  
Kolkata Sea Port**

**TENDER NO: RE/MUM/IMP/HW/CH-2141**

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

**: 04.04.2022**

**: 15:00Hrs**

To

M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

BHEL, a Power Equipment Manufacturing Company, intends to import Engineering cargo.

Your most competitive offer is invited for the subject tender on the following terms and conditions.

The tender comprises of

Sr No	Description	Section
(i)	Scope of Work	I
(ii)	Instructions to Bidders	II
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(vi)	Price BID	VI
(vi)	Letter of Compliance	VII

### **Important Details of the Tender**

<b>Name and Contact Details of the Person for Queries in the Tender</b>	1]Vishnu Waradkar, Executive Ph:022-22171372,Mo: 8779669958, <a href="mailto:varadkar@bhel.in">varadkar@bhel.in</a> , 2]Mrs. Pallavi Gupta, Dy Manager Ph:022-22171355,Mo: 7506645318, <a href="mailto:pallavi.gupta@bhel.in">pallavi.gupta@bhel.in</a> , 3] Mr. Sanjeev Shikhare, AGM (MS) Ph: 022-22171301, <a href="mailto:rodsds@bhel.in">rodsds@bhel.in</a>
<b>EMD Amount</b>	<b>Rs.11000/-</b>
<b>Time Limit for EMD Submission</b>	15:00 Hrs on 31.03.2022
<b>Last Date of Submission of the Tender through e-Procurement system</b>	04.04.2022, 1500Hrs.
<b>Tender Opening Date</b>	04.04.2022, 1515 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.**
  3. **For support regarding e-tendering system, bidders may contact following:  
R Inchara phone no: 8553226267, email: [inchinchu@gmail.com](mailto:inchinchu@gmail.com)**
  4. Bidder registration is for free and the procedures are provided in the portal.  
<https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page>
  5. The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class – III, SHA 2, 2048 BIT – Signing and Encryption) and bidders are requested to procure the same immediately if not available with them. Please note that only with DSC of above mentioned specification, the interested bidder will be able to login the e-procurement secured site and take part in the tendering process.
  6. **Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.**
- 1) **EMD :-** The EMD of **Rs. 11000/-** to be submitted through NEFT/RTGS only. The fund may be transferred to the following account. **( Refer Section IV,CI 21)**

**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. 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.

**(III)** Tender will be finalized through Reverse Auction

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

**SECTION I**

BHEL an Authorized economic operator (AEO) intends to appoint a Contractor for Customs Clearance of import cargo at Kolkata SeaPort. Detailed specifications and scope are as below:

<b>Description</b>	Air cooled Condenser Material ( Expansion Joints)		
<b>Imports From:</b>	China	<b>Discharge Port :</b>	Kolkata Port
<b>Readiness of cargo</b>	<b>Expected/ Tentative date of arrival : First week of April 2022</b>		

Preliminary Packing List as below:

No.	Package Details	Dimensions (LXBXH,	Total Volume	Net Weight	Gross Weight
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		in CMs)			(in CBM)	(in KGs)	(in KGs)
		L	W	H			
1	Steel frame	1040	360	151	56.53	13,000	15,000
2	Steel frame	1040	360	151	56.53	13,000	15,000
3	Steel frame	1040	360	151	56.53	13,000	15,000
4	Steel frame	1040	360	151	56.53	13,000	15,000
5	Steel frame	1040	360	151	56.53	13,000	15,000
6	Steel frame	1040	360	151	56.53	13,000	15,000
7	Steel frame	1040	360	151	56.53	13,000	15,000
8	Steel frame	1040	360	151	56.53	13,000	15,000
9	Steel frame	1040	360	151	56.53	13,000	15,000
10	Steel frame	1040	360	151	56.53	13,000	15,000
11	Steel frame	880	530	220	102.61	16,000	18,000
12	Steel frame	880	213	310	58.11	12,000	14,000
13	Steel frame	810	465	320	120.53	16,000	19,000
14	Steel frame	970	412	320	127.88	13,000	15,000
15	Steel frame	1070	182	225	43.82	40,000	42,000
16	Steel frame	810	465	320	120.53	16,000	19,000
17	Steel frame	970	412	320	127.88	13,000	15,000
18	Steel frame	1070	182	225	43.82	40,000	42,000
19	Steel frame	680	465	165	52.17	11,000	13,000
20	Steel frame	680	160	250	27.2	7,000	9,000
<b>Total</b>					<b>1,389.89</b>	<b>3,14,000</b>	<b>3,56,000</b>

Note: The above information is based on engineering design; however, the same may vary for actual consignment. Cargo to be handled at actuals.

## SCOPE OF WORK

### Detail Scope of Work:

1. Coordinate closely with the BHEL (refer General Information for full address) /Kolkata Port Customs/shipping line and ascertain the documents required for custom clearance.
2. The Agent shall check each package with invoice and packing list pertaining to the Bill of lading and ensure correctness of the same before clearance.
3. The contractor shall act as Customs Broker for BHEL at Kolkata Port Custom house.
4. The Agent shall maintain liaison with the Shipping Line/Steamer Agents and ensure correct IGM/Item data/B/Ls well in advance of the berthing of the vessel.
5. The Agent shall be responsible to obtain delivery order(s), after making payment to Govt. /Steamer Company towards mandatory / statutory payments etc., from the Steamer Agents. For these purposes, Guarantee/Bond/Undertaking, if required, will be arranged by the agent and signature of company's representative obtained before the berthing of the vessel.

6. All payment of shipping line/ Steamer Agents / Ports shall be made by contractor and these charges will be reimbursed against proper original tax invoices with supporting tariffs and receipts enclosed with the bill.
7. Contractor shall arrange all custom clearance activities at discharge port. BE will be in the name of BHEL as per name appearing in the supplier's invoice. The custom clearance shall be done in Merit or DEEC License/Duty Credit Scrips registered at JNCH. Filing of Bill of entry will be done by contractor only after approval of checklist from BHEL.
8. Contractor shall liaise with customs / Port / other relevant authorities and arrange for custom documentation, coordination with Port authorities, vessel agents and BHEL appointed transporters. Applicable custom duty on cargo will be paid directly by BHEL.
9. Contractor shall have to arrange all permissions from all concerned agency like port authority, vessel agent applicable for smooth clearance and dispatch from discharge port.
10. Contractor to ensure that all the documents are in order for customs/port (s) clearance at discharge port. The number and type of documents required for import formalities will have to be intimated by the successful contractor and BHEL shall arrange the same.
11. BHEL may decide to take under-hook delivery for all or part cargo. Prior intimation will be given incase BHEL plans to take under-hook delivery. Handling charges mentioned in the price bid will not be payable for cargo for which under-hook delivery is taken.
12. On intimation of BHEL, Contractor has to arrange for plot on short term lease/ rent basis at port for the cargo. Incase BHEL intimates to arrange for PLOT on short term lease/ rent basis and the cargo is stored by contractor in any other place than the above allotted lease / rent plot, then the demurrage/ storage will be to contractors account.
13. Contractor has to arrange for under hook delivery of cargo (only of the cargo for which BHEL does not take under-hook delivery) from vessel on contractor's vehicles, trucking to the nominated plot/ port area, unloading at nominated plot/port area and then loading of custom cleared cargo on vehicles of BHEL nominated transporter.
14. Contractor has to ensure placement of their vehicles for vessel under hook delivery by coordinating with shipping line/ Steamer Agents. Vessel detention or any other charges arise out of mis-coordination between contractor and shipping line/their agent or non-placement of required vehicles in time will have to be borne by contractor.
15. The contractor shall also undertake all coordination work for transporting goods from port; They have to provide details of arrival of vehicle inside port, the package no. loaded in the vehicle, date of loading, date on which the vehicle was removed outside the port and corresponding LR and its transporter.
16. Contractor has to coordinate with the transporters, arrange for timely gate in and gate out of the vehicles placed by BHEL transporters, issue gate pass and assist in any other documentation in requirement with local laws, if any.

17. Payment of Wharfage, other port charges and Plot rent of cargo/ Storage/demurrage/, if applicable at discharge port shall be made by contractor and these charges will be reimbursed against proper original tax invoices with supporting respective parties tariff and receipts enclosed with the bill. Payment will be made as per tariff of the Port/ agency concerned. It is CHA's responsibility to arrange for correct invoice as per tariff with correct GST details, collect signed and stamped invoices/ E-invoices and receipts and courier the same to BHEL office alongwith with their bills.
18. The Agent shall ensure correct and timely payment on behalf of the Company to other agencies / Port
19. It will be responsibility of the agent to check the charges levied towards wharfage/ plot rent are as per the latest published rates. The bills of the agencies are to be in the name of consignee as per B/L.
20. After completion of dispatch, contractor should submit the Original Bills of Entries ( in case of OOC in hard copy), immediately from the date of dispatch of cargo from port. The agent shall also digitally send signed OOC of final Bill of Entry (if generated) by email.
21. Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while executing 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.
22. Detailed Instructions, terms and conditions are covered in Section II, III, and IV to V of this Tender document. Bidders are requested to carefully read these sections.

## **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 liable for rejection.
- 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 and extensions theroff.
- 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. No corrections to be made to the price bid.
- 9.0 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.
- 10.0 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 five working days** (excluding bank holidays) of issue of LOA, In case of delay in submission of security deposit, enhanced security deposit which would include interest (SBI rate + 6%) for the **delayed period**, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered, from the bills along with due interest.

#### 11.0 **Evaluation criteria**

- 11.1 The offer of parties meeting the Technical 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 The Tender will be finalized through Reverse Auction only as per BHEL Reverse Auction guidelines. Bidders who are technically not qualified will not be allowed to participate in the reverse auction.
- 11.4 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.
- 11.5 After the completion of Reverse Auction(RA), the reduction of price achieved will applied in same proportion (prorata basis) as it was in the original offer to get the final price break up. The L1 Bidder will have to accept the Price Break up of the Final RA Price on Pro-rata basis of the original Price Submitted. **The price break up on Pro rata basis after final reverse auction will form the part of LOA.**

#### 12.0 **Instruction for MSE Suppliers (Micro and Small Enterprises)**

MSE suppliers: The bidder to be a Micro and Small Enterprises (MSE) bidder 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 bidder on their own interest may submit all the relevant documents as stated above, before price bid opening.

**Definitions of MSEs owned by Women is under:**

- i. In case of proprietorship firm, proprietor must be woman.
- ii. In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by women promoters.

**Definitions of MSEs owned by SC/ST is under:**

- i. In case of proprietorship firm, proprietor must be SC/ST.
- ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters
- iv. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- v. District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
- vi. Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
- vii. Revenue Officer not below the rank of tahsildar.
- viii. Sub-Divisional officer of the area where the individual and/ or his family normally resides.
- ix. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

For MSE bidders getting award-

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

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

**SECTION III**

- 1.0 **Permitted Time: Total time permitted for clearance = 7 custom working Days from last input from BHEL.**  
**LAST INPUT MEANS: - Input of Documents from BHEL such as Documents /Revised invoice/ final MOA / OBL, etc.**
- 1.1 **Delay** : If Customs Clearance is delayed beyond the prescribed period Demurrages/ container detention /storage charges/ground rent / Plot rent and other punitive charges on

account of physical clearances after period allowed will be recovered from the Bills of CHA for the actual delay caused by the CHA, if it is observed that the delay was due to improper action, negligence or any other cause directly attributable to the CHA.

### **3. PAYMENT TERMS:**

- a. The charges will be paid in Indian Rupees.
- b. 100% payment of Contract will be made by BHEL ROD Mumbai on completing the dispatch to site and submission of documents.
- c. Payment shall be made for the shipment on submission of bills and required documents.
- d. Payment will be made within 30 working days after the receipt of clear and complete Bill in all respects as per the terms of the contract.
- e. Following documents to be submitted for processing of the contractor's bill

#### **Requisite documents to be enclosed with the Original bill for payment: -**

- Copy of Bill of Entry.
- All Port receipts/chappas/ reimbursement invoices in original
- Receipt of all steamer agent payments/statutory/mandatory payments made to the Govt. agencies if applicable.
- Original vouchers/ receipt in support of claims for reimbursement (in case the originals have been submitted earlier, copy of same should be enclosed)
- Copy of tariffs of Shipping line / CFS etc. wherever applicable
- Invoice and Packing List

### **(2) Evaluation Criteria:**

**1. Price bids of Parties qualifying the technical bid will only be considered for evaluation.**

**2. The offers will be evaluated on the basis of the total price offered in the Price Bid (Section VI).**

## SECTION IV

## Techno- Commercial Bid Cum PQR

Sr No	Description	Confirmation by Bidder
<b>PQR</b>		
<b>(a)</b>	Bidder must have an average annual turnover (revenue from operations) of the company of not less than Rs 1.65 Lakhs for the last three Years (i.e. for year, 2018-2019, 2019-20 & 2020-21).  In case Bidder does not have audited financial results for any particular year or years (2018-19, 2019-20) then the average annual turnover shall be calculated by taking that year(s) turnover/Revenue from operation as Zero	Copy of CA certificate / copy of Balance sheet to be uploaded
<b>(b)</b>	Bidders must submit proof of having have successfully executed CHA and Handling Contract in Indian last seven years (ending last day of month previous to the one in which this tender is floated) as per following:  (1) Three contracts of value not less than Rs 2.2 Lakh each OR (2) Two contracts of value not less than Rs 2.75 Lakh each OR (3) One contract of value not less than Rs 4.4 Lakh	Copies of contract / work order with satisfactory completion certificate from customer must be uploaded
<b>(c)</b>	EMD Details. Email to be sent on submission of EMD with UTR details	UTR NO. TO BE PROVIDED
<b>(d)</b>	Bidder should have valid registration with Kolkata Customs for atleast 6 months from the date of tender opening	Copy of CHA License to be uploaded
<b>(e)</b>	<b>PAN CARD</b> of the company, <b>GST Certificate</b> of the company, Application form with <b>Bank signed E_mandate</b>	Copy to be uploaded
<b>(f)</b>	The Bidder should not have been referred to BIFR/NCTL or declared 'SICK' by any Statutory Authority	Self Certification to be uploaded
<b>(g)</b>	The Bidder should not have been banned on business dealing by BHEL/Govt of India/any undertaking of Govt of India.	Self Certification to be uploaded
<b>Techno Commercial BID</b>		
<b>(h)</b>	<b>Tender Documents:</b> Entire tender document to be uploaded	To be submitted
<b>(i)</b>	<b>Compliance Letter:</b> The compliance letter duly signed and stamped on letter head is to be uploaded	On letter head to be Uploaded
<b>(j)</b>	Payment Terms as per <b>Section III</b>	Agreed
<b>(k)</b>	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
<b>(l)</b>	Arbitration : As specified in General Terms and Conditions	Agreed
<b>(m)</b>	CANCELLATION OF THE CONTRACT:	Agreed

	<p><b>BHEL shall have the right to cancel the contract for unsatisfactory performance. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract.</b></p> <p>If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL, the Company reserves the right to terminate the contract of any agent at any time, without assigning any reasons thereof and without giving any prior notice. The Agent shall not be entitled for any compensation by reason of such termination. The agent must give minimum 03-month notice in writing if he wishes to discontinue the awarded work. If at any time during the currency of the contract, the Agent fails to render all or any of the services required under the scope of work satisfactorily in the opinion of the Company, whose decision shall be final and binding on the Agent, the company reserves the right to get the work done by other parties or departmentally at the Agent's risk and cost</p>	
<b>(n)</b>	<p><b>GOVT. RULES &amp; REGULATIONS:</b> 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. It is obligatory for CONTRACTOR to comply with regulating requirements are fully met before award of the contract.</p>	Agreed
<b>(o)</b>	<p><b>Reverse Auction</b> As Specified in tender Terms &amp; Conditions.</p>	Agreed
<b>(p)</b>	<p><b>RISK PURCHASE:</b> As Specified in General Terms &amp; Conditions.</p>	Agreed
<b>(q)</b>	<p>Name, Address, email and contact details of the company at Kolkata/Haldia</p>	Electricity Bill/ Telephone Bill/ Rent agreement or any other document verifying the same.

#### SECTION IV

#### 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" / "VENDOR" / "BIDDER" 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 rates finalized in the contract to be valid till all the activities in the scope of work is completed.
- 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 PROJECT CARGO: Shall mean any cargo comprising of equipment, 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.

**2.0 Issue of Notice:**

- 2.1 The Contractor shall furnish the name, designation and addresses of his authorized agents/associates at Mumbai (India), at the Discharge Port and or 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 authorized 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 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/TRUCK/TRAILER/AXELS:**

5.1 The Bidder shall arrange the ship(s)/ Truck(s)/ Trailer(s) /Axel(s) on specific intimation(s) from BHEL in writing or the time/schedule indicated in the LOA/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 The Bidder shall also intimate BHEL in writing about the documents required for loading of the cargo. He will be responsible for examination of all the required documents and any discrepancy in the same shall be attended to by the Bidder /BHEL in time.

5.3 Contractor should use SHIP/TRUCK/TRAILER/AXELS having good track records of timely delivery.

**6.0 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 vessel and unloaded from the vessel in time without its detention. The Bidder shall be fully responsible for detention of the vessel and BHEL shall in no way be liable to pay any detention charges whatsoever.

6.2 In case of non-availability of vehicles etc to receive cargo directly from Vessel on its arrival at port, the detention charges of stoppage of vessel at port 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 License/Permission/Registration**

7.1 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 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. The vehicle/trailer shall not carry load in excess of the Gross Vehicle Weight 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.

7.2 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.

7.3 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.

- 7.4 The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 7.5 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.

### **8.0 Invoices and Payments**

- 8.1 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.
- 8.2 All the contractors Bills must be in the name of BHEL, ROD Mumbai having GSTN as 27AAACB4146P1ZF.
- 8.3 If contractors invoice is not in the name of "BHEL, ROD Mumbai", the GST will not be reimbursed to the contractor as BHEL will not be in a position to avail GST credit.
- 8.4 Contractor should timely update output data in GST portal to enable BHEL to take input tax credit. GST of the contractor will be released only on correct reflection of the invoice and amount of GST portal.
- 8.4.1 100% payment of the charges will be made by BHEL by NEFT / RTGS against the bill submitted with all documents as per payment terms.
- 8.4.2 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 / GST TDS** and/or any other levies at the prescribed rates.
- 8.4.3 TDS / GST TDS as applicable will be deducted from contractor's bill.
- 8.4.4 All the bills should be submitted in **duplicate** i.e one original and one copy. In addition, **one scan copy bill** is also to be shared.
- 8.4.5 The documents to be submitted along with bills are as follows:
1. Contractors Invoice duly signed and stamped as per the Price bid Schedule (**digitally signed invoice with IRN/ QR code as per norms to also be submitted**)
  2. Suppliers Packing list
  3. BL and BOE copy
  4. Documents to be submitted along with Trucking and Handling Invoice
    1. RDA (Road Dispatch advice) copies issued by BHEL.
    2. Copy of Original LR's issued by transporter.

### **9.0 Time Limit for Submission of Bills**

- 9.1 The contractor 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.
- 9.2 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 three month's 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.

- 10.0 Risk Purchase:** BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.
- 10.1 If at any time during the execution 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.
- 10.2 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.
- 10.3 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, **by giving 3 days' 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
- 10.4 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 10.5 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 Contractor to carry out the work further.
- 11.0 Observance of Local Laws:**
- 11.1 The Contractor shall comply with all Laws, Statutory Rules, and Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 11.2 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.
- 11.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.
- 12.0 Safety of Men, Equipment, Material & Environment:**
- 12.1 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.
- 12.2 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.
- 12.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 12.4 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.
- 13.0 Contractor's responsibility for Insurance:**
- 13.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).

- 13.2 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.
- 13.3 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.
- 13.4 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 for damage to BHEL/its Customer's property, if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

**10.0 Force Majeure:** The following shall amount to force majeure conditions

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

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

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

**10.3** Force Majeure conditions will apply on both sides.

**As the shipments have to be done in the prevailing COVID 19 situation, invocation of FM on grounds of generalized COVID 19 will not be acceptable, unless proofs of specific delays (closure of ports/ infection of crew, Quarantine Restrictions etc. is provided along with the Notice of invocation of FM)**

**11.0 Prevention of Corruption**

**11.0** Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.

**11.1** 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 & CONCILIATION****15.1 ARBITRATION:**

- 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 Mumbai. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 17.1.1 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:**

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.
- 15.3 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.
- 15.4 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.

**16.0 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 against 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 execution of the contract.

**18.0 Security Deposit**

- 18.1 Successful bidder shall submit 5% of the total contract value as security deposit within **within the 05 working days (excluding bank holidays)** 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. List of Consortium Banks for issue of Bank Guarantee enclosed with the documents.
  - 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)

- 18.3 (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)
- 18.3.1 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.
- 18.3.2 In case of delay in submission of security deposit, enhanced security deposit which would include interest (SBI rate + 6%) for the **delayed period**, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered, from the bills along with due interest.
- 18.3.3 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)
- 18.3.4 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 bank account (before tender opening).
- 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 at least six months. The Bank Guarantee furnished should be strictly as per BHEL Format.
- 19.10 Central/ State PSUs are exempted from submission of EMD.

### **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 22.1 and 22.2 above.

**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 thereof 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 handling of cargo, 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 contractors will be suspended from business 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 submitted 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.
- 21.8 In the event of vessel or its owners being declared as bankrupt or insolvent or is liable to arrest and is unable to complete the voyage then it is contractor's responsibility to make alternate arrangements at his own risk and cost to take the custody of cargo and delivery the cargo at named discharges port and complete all contractual obligation as per the scope of work.
- 21.9 In the event of midstream discharge of the cargo due to its nature/ barging operations/ draft /etc, at discharge Port, the contractor to take all permissions and make all required arrangements without any cost implications to BHEL. The contractor should ensure complete safety of the cargo handling operations at all times till cargo is brought to port for customs clearance and delivery.

**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 handling and transportation of the goods.
- 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. All details to be in line with tender provisions.
- 23.2 The contractor shall not split or transfer to any other party any part of the contract during the execution 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/ contractor's: 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](http://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.

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

**28.0 Verification of Documents:**

28.1 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.

29.0 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.

**30.0 Confidentiality, Use of Contract Documents and Information**

30.1 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

30.2 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

30.3 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.

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

32.1 Commitment by BHEL:

32.1.1 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.

32.2 Commitment by Bidder/ Supplier/ contractor:

- 32.2.1 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.
- 32.2.2 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.
- 32.2.3 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
- 32.2.4 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”.

**32.0 Stacking and Tiltability Of Cargo/Packages:**

- 32.1 The cargo should be stacked as per usual shipping standard practices. However, if any specific stacking information required the same can be given by supplier/BHEL.

**33.0 E- Procurement:**

- 33.1 This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform website as given in the General Information table.  
Neither the Organization (Bharat Heavy Electricals Ltd.) nor the e-Procurement service provider (as given General Information table) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose.

**34. INSPECTION OF MATERIALS IN THE WAREHOUSE**

BHEL reserves the right to inspect their materials stored in the Warehouses. If during inspection or at any other time it is observed that the materials were not stored properly and there is a risk of damage/pilferage to the materials or safety of the materials are not adequately taken care of, action as deemed fit will be taken by the Company against the CHA.

**Section VI****Tender No : RE/MUM/IMP/HW/IS-2141****Price Bid**

<b>Sr No</b>	<b>Description</b>	<b>Unit of Measurement</b>	<b>Quantity</b>	<b>Unit Rate (Rs)</b>	<b>Total Rate (Rs)</b>
<b>(a)</b>	<b>(b)</b>	<b>(c)</b>	<b>(d)</b>	<b>(e)</b>	<b>(f)= (d)× (e)</b>
<b>1</b>	<b>Charges for Custom clearance at discharge port as per scope of work.</b>	<b>Per BL</b>	<b>1</b>		
<b>2</b>	<b>Charges for Trucking and Handling at discharge port as per scope of work ( Payable for cargo for which under hook delivery is not taken by BHEL)</b>	<b>Per MT</b>	<b>356</b>		
	<b>Total Charges f(1)+f(2)</b>				

- (1) Evaluation shall be done based on Total charges.
- (2) No other charges will be payable except reimbursable charges as mentioned in the scope of work.
- (3) No separate Crane/ forklift/hydra/labour/shifting or any equipment's used for handling of the cargo will be payable separately.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.

SIGNATURE AND SEAL OF TENDERER

**SECTION –VII**

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

M/s Bharat Heavy Electricals Limited,  
14/15<sup>th</sup> Floor, World Trade Centre-1,  
Cuffe Parade, Mumbai –5

**Sub: Compliance letter for Your Tender no RE/MUM/IMP/HW/IS-2141**

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.

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

I / We also give the undertaking that all the statutory acts, rules & regulations applicable to International Business and to central /state Govt. in load port and discharge port country are being and will be followed by us in course of our operations/ execution of the contract.

We are aware and now conversant with local site conditions / Weather conditions / Route feasibility to site/Local social issues/Local labor issues/Local political issues/ Geo-political situation/ Work Culture/ Weekly holidays/ festivals Holidays, etc.

The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions.

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

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER