



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार के एक उपक्रम)

क्षेत्रीय परिचालन प्रभाग, मुंबई, 15 वें तल, वर्ल्ड ट्रेड सेंटर -1, कफ परेड,
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फोन: 022-22171376/ 350/ 372/ 301/ 305/ 345/ 344/ 355 ईमेल: mssea@bhel.in, msair@bhel.in

संदर्भ संख्या. RE/MUM/IMP&EXP/AC/CH-2528

दिनांक 01.10.2025

प्रति,

एम _____

प्रिय मोहदय / महोदया,

विषय: समाशोधन और अग्रेषण एजेंट की नियुक्ति के लिए निविदा।

Subject: Tender for appointment of Clearing & Forwarding Agent

बीएचईएल, भारत सरकार का उपक्रम है जो भारतीय अर्थव्यवस्था के मुख्य क्षेत्रों जैसे बिजली, उद्योग, बुनियादी ढांचे आदि को पूरा करती है। आपको उपरोक्त निविदा में भाग लेने के लिए आमंत्रित करती है।

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

ईप्रोक्योरमेंट सिस्टम के माध्यम से ऑनलाइन निविदा आयोजित, मूल्यांकन और अंतिम रूप दिया जाएगा। बोलीदाता अपनी प्रतिक्रिया ई प्रोक्योरमेंट प्लेटफॉर्म <https://gem.gov.in> पर निविदा में जमा करके अपनी प्रतिक्रिया प्रस्तुत करें।

The 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 at <https://gem.gov.in>.

ईनिविदा प्रणाली के संबंध में सहायता के लिए, बोलीदाता निम्नलिखित से संपर्क कर सकते हैं:

For support regarding e-tendering system, bidders may contact following:

GeM support team/ Tele No: 1800-419-3436 Email ID : helpdesk-gem@gov.in

बोलीदाता पंजीकरण प्रक्रिया पोर्टल में उपलब्ध कराई गई है।

Bidder registration procedures are provided in the portal.

https://gem.gov.in/training/training_module

कृपया अंतिम समय की हलचल से बचने के लिए ईनिविदा पोर्टल में नियत तारीख से पहले अपना सबसे अधिक प्रतिस्पर्धी प्रस्ताव जमा करना सुनिश्चित करें।

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

बी एच ई एल कार्यालय में निविदा दस्तावेजों की कोई हार्ड कॉपी स्वीकार नहीं की जाएगी।

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

SECTION - I

General information & Scope of Work

Bharat Heavy Electricals Limited, an Authorized Economic Operator, is one of the largest Engineering and Manufacturing Enterprise in India catering to core sectors of the Indian economy viz. Power Generation & transmission, Industry, Transportation, Renewable Energy, Defense etc.

BHEL's Mumbai office is supporting its various manufacturing units/factories for custom clearance of Imports and Exports from/to various countries. BHEL intend to appoint Clearing & Forwarding Agent, for custom clearance, handling, transportation and related activities for Import/Export of consignments at Mumbai port, Nhava Sheva Ports, Air Cargo Complex, FTWZ and CFS. To achieve the same, online E-tenders are invited from AEO/LO accredited Customs registered Clearing & Forwarding Agent for the above activities.

BHEL exports to various countries by Sea, Air or Road which can be categorised in following: a) Export of multi modal project shipment, b) Export of defective/damaged items to the countries of import, c) Export of items for repair, calibrations, testing etc. d) Export of Containerised / Break bulk Cargo by Sea, Air or Road to various projects.

BHEL has CFS contract currently with M/s Hind Terminals Pvt Ltd and maximum number of FCL consignments are likely to be customs cleared at the this CFS for imports, whereas for export clearance will happen at CFS chosen by freight forwarding agent at JNPT. The Contracted CFS may change and same will be intimated to contractor as and when happens.

The contractor will be required to perform all duties as prescribed under the Customs Act 1962 and Customs House Agents Regulations 1984 or any other relevant act and as amended from time to time, Maharashtra Mathadi, Hamal and Other Manual Workers (Regulation of Employment and Welfare) Act, 1969 etc.

| Sn | Description | Details |
|----|---|---|
| 1 | Name and Contact Details of the Person for Queries in the Tender | <p>1]Vishnu Waradkar, Sr. Executive (Sea Imports) Ph:022-22171372, Mo: 8779669958, varadkar@bhel.in</p> <p>2]Mrs. Asa M Angelina Khalkho, Manager (Air Imports) Ph:02222171376, Mo:9997092528, asamanin@bhel.in</p> <p>3] Mrs. Surbhi Agarwal, Manager (Sea Import) Ph: 02222171355, Mo:7506645314, surbhi@bhel.in</p> <p>4] Mr. Sanraj Mani, Manager (Sea Imports) Ph: 02222171370, Mo: 8291409606, sanraj@bhel.in</p> <p>5] Mr. Amit Kumar, Dy. Manager(Exports) Ph:02222171350,Mo:Mobile:9884657089, amitkumar.s@bhel.in</p> <p>For Escalation: Mr. Sanjeev Shikhare, AGM Ph: 022-22171301, rodsds@bhel.in</p> |
| 2. | Last Date of Submission of the Tender through e-Procurement system | As per GeM Bid |
| 3. | Due date of tender opening (technical bid) | As per GeM bid |
| 4 | EMD | <p>EMD:- Nil</p> <p>The bank account details for NEFT/RTGS transfer is given below:</p> <p>Name: Bharat Heavy Electricals Limited,</p> <p>Bank & Branch: State Bank of India, Cuffe Parade Branch,</p> <p>Account No: 10783155482, IFSC Code: SBIN0005345.</p> |

| | | |
|----|--------------------------------------|---|
| 5. | Minimum manpower requirements | <p>Two at each location: i.e</p> <p>1) Two at Airport – one for customs procedures and another for other activities like load /unloading / handling / clearances procedures etc. as per mentioned in Price schedule.</p> <p>2) Two at Mumbai – one for customs procedures at NCH and another for other activities like port loading/unloading/handling/ Bond/AA registration/ extension/ debit etc. procedure etc. as per mentioned in Price schedule.</p> <p>3) Four at Nhava Sheva – one for customs procedures at NSCH and another for other activities like CFS/port loading/unloading/ handling /DPD and other procedures etc. as per mentioned in Price schedule.</p> <p>4] One at company nominated CFS.</p> <p>% wise no of shipments at each port is as below:</p> <p>40% at NS, 5 % at NCH and 55% at Airport</p> |
|----|--------------------------------------|---|

SCOPE OF WORK:

The scope of work shall include clearing, Handling forwarding, warehousing and transportation of Imported/ to be exported materials.

1. Handling and Storage of cargo /packages:

- 1.1. The contractor must have two warehouses, one closed and one open. The closed warehouse must have sufficient space to store approx. 2000 sq. feet. The open area of the warehouse should be approx. 10000 sq. feet. In case, due to large inflow of BHEL materials at any point of time and the present warehouse space is not enough, the contractor has to inform BHEL and arrange additional suitable space. The storage charges for additional storage will be paid as per contractual rates only, no additional cost will be provided.
- 1.2. Warehouse should have proper fire safety measures and must be equipped to store HAZ cargo.
- 1.3. Safety of cargo in custody of contractor will be contractor responsibility. In case of damage to consignment stored in contractor's warehouse due to contractor's negligence, the same must be informed to BHEL to enable process for insurance and repacked without extra cost to BHEL.
- 1.4. 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 /BHEL's Customer property, if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.
- 1.5. Both warehouses should have sufficient:
 - a) Space for smooth operation of forklift and crane.
 - b) Material handling facility as per nature of cargo.
 - c) Warehouse must have Weighment facility (Min up to 10MT).
 - d) Round the clock security arrangement including CCTV arrangements to ensure safety of cargo. Communication facility (Phone, Workstation/PCs for email, whatsApp for video calling etc).
 - e) CCTV camera at necessary places.
 - f) Must have 24 hrs electricity and proper lighting to ensure 24 hrs operations. Warehouse must have approachable road all-round the year.
 - g) The warehouse floor must be suitably tiled and devoid of mud/soil etc.
 - h) Suitable sitting arrangement in the Warehouse for BHEL's representatives, whenever they are required to visit, to enable effective discharge of their duties /responsibilities.
- 1.6. All cargos must be stored in closed space. The cargo, which cannot enter inside closed warehouse due to oversize dimensions, may be stored in open space after BHEL concurrence. The Contractor should take such measures as may be necessary to prevent damage to

consignments received in packed or unpacked condition due to rains/moisture/snow and natural hazards or physical handling for which no extra charges shall be payable.

- 1.7. **Inspection of materials in the Warehouse:** BHEL reserves the right to inspect its 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 BHEL against the CHA.
- 1.8. In regards to trucks, fork-lifts, cranes including wire ropes outsourced or otherwise a certificate as per Check list for material handling to be furnished by the contractor for all the cargoes wherein a single piece is weighing more than 5 MT. Bills for such consignments will be accepted only along with this certificate.
- 1.9. In warehouse, storage of cargo to be done in following manner:
 - a) All packages of particular consignment must be kept together for easy identification. Cargo for Import and Export must not be mixed and to be kept in complete isolation to each other. The Contractor shall store the package/cargo at their warehouse, docket wise (for import) and consignment wise (for export) and/or as may be indicated by the BHEL, at same place, for easy identification. Package should be identifiable with BHEL's Docket. No. and PO No.
 - b) Stacking of materials must be done as per stacking guideline available for that particular consignment. Non- Stackable cargo must not be stacked. Any damage due to wrong stacking of cargo will be recovered from contractor.
 - c) Packages should not be kept in tilttable position.
 - d) The inflammable, corrosive materials, hazardous materials must be stored as per their nature and MSDS and SDC of cargo. Safety of Human and material is of paramount importance and Extreme caution must be taken while storage and handling.
 - e) For storage of **Hazardous cargo**, storage charges will be paid **1.5 times** of the rate of general cargo i.e. rates shown at Sch- S-01(9).
 - f) If required, Contractor has to collect Materials from Transporter/supplier warehouses located in and around Mumbai as per the instruction of the BHEL.
- 1.10. *The Contractor shall also store the cargo/material belonging to BHEL/supplier in their warehouse and issue these to fabricators/etc as and when directed by BHEL.* The weighing arrangement shall be made by BHEL at Contractor's warehouse.
- 1.11. The Contractor shall lodge and pursue all old and new Manifest Claims and Custom Refund Claims. The Appeal/ Revision Petition relating to these claims shall also be carried out by the Contractor.
- 1.12. In case BHEL has nominated CFS for any particular export project and cargo has arrived at CFS, contractor has to arrange carting within one working day to avoid detention of vehicles. Unloading charges at CFS will be borne by BHEL or its appointed freight agent.
- 1.13. Handling of cargo upon receipt at warehouse or any other place as the case may be:
 - a. Safely unload and load the cargo using suitable equipment as per nature of cargo. Whenever vehicle arranged by BHEL arrives at warehouse with imported materials after clearance or with to be exported materials, the vehicle must be unloaded promptly to avoid any vehicle detention charges.
 - b. The Contractor has to keep proper record of arrival and dispatch of cargo to/from the contractor's chosen storage area / warehouse/port.

- c. For import, records with date and particulars of vehicle must be kept once the cargo arrives at warehouse (inward) and dispatched from warehouse(outward) only against issue of Road Dispatch Advice (RDA) or LR (original or copy) respectively.
- d. For Export, the contractor has to issue LR acknowledgment to transporter upon receipt of cargo. *The documents received from the transporter should be kept for record and forwarded to BHEL the next day.*
- e. Any visible damage upon receipt of cargo must be reported to BHEL and recorded on godown receipt / LR acknowledgment / via email to BHEL. Damage must be recorded on above documents to fix responsibility of damage.
- f. Provide report / details of materials received at warehouse in format and frequency as determined by BHEL.
- g. *If required, the Contractor shall arrange for de-stuffing of the cargoes received in containers at their chosen warehouse / Port / Flight /CFS and load empty containers on vehicles and issue proper receipts to the transporter.*
- h. *Arrange/own suitable handling/transporting gear to shift the cargo from warehouse to under the hook of the vessel as and when required.*
- i. *Contractor needs to ensure minimum loading / unloading of the H/Ls and H/L cargos should be loaded directly on trailer to the extent possible. Any transshipment/ loading/ unloading of any ODC/HLS item has to be done in presence of BHEL representative in coordination with insurance surveyor, if required.*
- j. For Handling of general cargo up to 20 MT, payment will be made as per charges mentioned in SCH S-02 (A1) sl no 28.
- k. For Hazardous cargo up to 20 MT, payment will be made **1.5 times** of the rate of general cargo ie. SCH S-02 (A1) sl no 28.
- l. For ODC cargo up to 20 MT, payment will be made **1.5 times** of the rate of general cargo ie. SCH S-02 (A1) sl no 28.
- m. For combination of Hazardous and ODC cargo, charges will be paid **1.5 times** of the rate of general cargo ie. SCH S-02 (A1) sl no 28.
- n. For Handling of General cargo of single piece weighing more than 20 MT (including ODC cargo), payment will be made as per S-02 (A3) –sl no 31-37 as per applicable weight slab.
- o. For Handling of Hazardous cargo single piece weighing more than 20 MT (including ODCs), charges will be paid 1.5 times charges mentioned in S-02 (A3) –sl no 31-37 as per applicable weight slab.
- p. The Handling charges mentioned in all rate schedules are inclusive of all non- scheduled charges or any other charges applicable at CFS/ Port/ Carting point / Terminal payable to any third party.

1.14. Reporting of receipt of Damaged Cargo: If the packages (for import or export) at the time of arrival are not in good condition / damaged then contractor should intimate BHEL immediately and take corrective action as directed by BHEL, same has to be recorded on LR/ via email / and photographs of damages must be taken, FIR must be immediately lodged with the help of BHEL executive for any loss. The contractor has to provide requisite documents and support to claim insurance in such cases and arrange necessary insurance survey if directed by BHEL. In case of rejection of claim due to any action/ delay by contractor, contractor will be liable to make good of BHEL's loss.

2. Filing of Documents & Customs Clearance:

2.1. The Bidder will be required to perform all duties as prescribed under Customs Act 1962 , Custom Tariff Act, 1975 and Customs House Agents Regulations, 1984 and as amended from time to time.

2.2. The bidder shall also act as Custom Broker /Agent for BHEL in Sea-Air Ports/CFS/FTWZ/ etc. in and around Mumbai (Mumbai port, Nhava Sheva Port and Mumbai Airport etc) for BHEL import/ export shipments.

2.3. The Bidder shall render the clearing and forwarding services as and when necessary and as directed by BHEL and operate whenever Customs / Port/ CFS/ ICD/ FTWZ / transporter are working. The bidder shall perform all such auxiliary and incidental services and operations as may be necessary in the course of performing the contract. The bidder will be required to handle the Consignments and articles of all kinds that are permitted to be imported/ Exported.

2.4. The Bidder shall have sufficient and well experienced/qualified staff well conversant with latest customs rules and regulations, classification and able to act independently at Customs and Docks for providing best service of man power to collect/accept the documents from BHEL for speedy clearance activities. The contractor staff must be fully conversant and familiar with the laws, rules, regulations and procedures framed by Port Trust, Airport Authority, Customs, DGFT, Insurance and other concerned state/ central/ local authorities for clearance and carriage of goods by Sea/ Air/ Post-Parcel/ Rail/ Road.

2.5. The clearance and further processing of shipments may be for:

- i. Import clearance of cargo as per Custom Act 1962. The imports are covered under project Import /DEEC / Adhoc certificates / Project Certificate/ MEIS / FTA, high sea sales etc. as per prevailing exemptions and other notifications in addition to normal merit clearance. Bidder need to process High Seas sale consignment as well.
- ii. Export Custom clearance under various export incentive scheme like DEEC, Duty drawback, Free S/B, RODTep, etc as notified by customs from time to time.
- iii. Shipments may any of the following items like Plates, Sheets, Pipes, CRNGO Coils, Structural Steel, Copper Ingots, Nickel (including Non-ferrous), Forgings, Castings, Capital Goods, Machinery, components of Gas Turbines, Generator/Compressor, Machine tools, Defence cargo, chemicals, gases, refractory materials, electric motors and spares etc.

2.6. Filing of Custom Clearance documents and clearance:

The Clearance and processing of Import / Export cargo with Nil Penalty, demurrage and detention is the essence of contract.

Contractor will be responsible for:

- i. Timely filing of Bill of Entry (BOE) and Shipping Bill (SB) at least one day in advance OR in line with latest custom circular to avoid penalty will be contractor's responsibility. In exceptional cases, where consignments are required to be cleared on priority on the same day of landing the bidder will prepare the BE and file the same so as to clear the consignment on the same day of arrival.
- ii. Customs duty wherever applicable will be paid by BHEL.
- iii. Collection of relevant documents from BHEL Mumbai office, BHEL Mumbai Airport office either in soft copy or hard copy as per requirement. The collection of hard copy if required must be done twice a day (once around 10 A.M. in the morning and again at around 3 P.M. in the afternoon).
- iv. To ensure all required documents for timely filing of custom clearance are received.
- v. To ensure the documents received are correct, any inaccuracy / deficiency in required documents must be reported to BHEL so that prompt action can be taken.
- vi. Contractor has to submit checklist for BOE and SB promptly after receipt of documents to avoid delay.
- vii. BOE and SB must not be filed unless the checklist is approved by BHEL. In case BOE and SB is filed without BHEL approval, any consequent amendment required must be done by contractor without any cost to BHEL. In case amendment is not possible then corresponding financial loss to BHEL will be recovered from contractor.

- viii. Contractor has to prepare and file any relevant document with customs, port authorities, insurance company, shipping lines, airlines or any other agency involved in clearing and forwarding of consignments arriving/departing at/from Mumbai Sea Port/CFS/FTWZ/ CONCOR/JNPT/Airport, as the case may be.
- ix. The Contractor shall arrange for the prior filing of BE as soon as the Manifest (Prior Entry) is filed by Carrier's in the Customs i.e at least 24 hours in advance before the arrival of the carrier. The Contractor should carry out prior assessment of BE without waiting for filing of final Manifest, as per the relevant regulations, Public Notices etc. to avoid any penalty or additional charges etc.
- x. The examination of goods by Customs, including first check examination if prescribed, is to be done promptly.
- xi. In respect of customs duty payment for all shipments, the contractor has to inform the duty in advance, once the final assessment / reassessment is done for authorizing RTGS, to BHEL for making on-line payment and making the challan available to the contractor in time and avoiding any interest liability/delay in customs duty payment and clearance.
- xii. In case any clarification or additional information is required from BHEL, the same shall be promptly brought to the notice of BHEL or its representative by email and obtained expeditiously.
- xiii. In case Customs authorities do not agree with the above classification or Notification benefit obtained initially by the Contractor on behalf of BHEL, the same shall be brought to the notice of BHEL or its representative before assessment and further action will be taken as per the instructions of BHEL.
- xiv. The contractor must verify if sufficient balance is available in the Import License/ PI List/ Exemption Certificate, / FMS/ FPS/ MEIS/RoDTEP etc. as the case may be depending on Mode of Assessment informed by BHEL. Any deficiency must be reported to BHEL immediately so that alternative arrangement can be made timely. Under no circumstances BE/SB should be noted if there is shortfall in License like MEIS/ RoDTEP/ DEEC/FMS/DCS/bond etc.
- xv. Contractor has to do all formalities like registration of DEEC / EPCG license with customs, processing of shipping bill under DEEC / Drawback / EPCG / Free as the case may be.
- xvi. Contractor has to arrange other formalities like dock supervision, loading supervision, custom examination at port / On truck examination / opening of package upon customs insistence etc to ensure on time LEO / OOC.
- xvii. Follow up of drawback claims for old and new upon BHEL instruction.
- xviii. The Contractor will examine the documents with reference to all the relevant laws and regulations, if required, they would discuss with BHEL's representatives and obtain clarification, if any, immediately.
- xix. The contractor has to collect one set of documents such as CAN, Invoice, HAWB, MAWB, MBL and HBL, Packing List, Release Note, demand draft, cheques, HSS document, freight bills if any, is collected/received from BHEL / freight forwarders, immediately for timely filing of BE/SB to avoid customs penalty and faster clearance. Contractor has to collect if required, hard copy of any relevant documents from Freight forwarder office. Contractor has to ensure proper coordination at all times.
- xx. **If Customs Clearance is delayed beyond the prescribed period (Table A: Prescribed period for activities), Dead freight / Demurrage/ container detention /storage charges/ ground rent / Air warehousing charges/ custom penalty and other punitive charges on account of physical clearances after period allowed will be recovered from the Bills of contractor 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 contractor.**
- xxi. Copy of submitted BOE / SB, assessed copy of BOE/SB, Custom cleared copy (OOC / LEO copy), copy of accepted LUT bond by customs must be made available to BHEL within a day of generation.
- xxii. Loss of IGST credit to BHEL due to non-submission of original / digitally BOE will be to contractors account and recovery as applicable shall be made.

- xxiii. Contractor has to respond to queries raised by customs, they must apprise BHEL regarding such queries and their response must be in consultation with BHEL.
- xxiv. Contractor must E-sanchit all relevant documents provided by BHEL while filing BOE / SB.
- xxv. Arrangement of Out of charge and LEO will be contractor responsibility.
- xxvi. The CHA has to ensure that the package/packages is/are received in externally sound condition and whether HAWB/HBL is marked on the package. If the package is in unsound condition, wrongly labelled, or HAWB/HBL marking is not fixed or missed, CHA to immediately contact Freight forwarder for necessary action to resolve the issue. This activity should be done within free period to avoid any loss to BHEL.
- xxvii. Contractor has to arrange clearance of cargo under Section 59 and section 69 as well. Contractor to promptly arrange bonding and ex-bonding of cargo by completing all related procedure.
- xxviii. Contractor has to respond to queries raised by customs / examination within stipulated time, they must apprise BHEL regarding such queries and their response must be in consultation with BHEL.
- xxix. Contractor has to arrange manual debit of duty from PI / MEIS/ RoDTEP licence in customs wherever applicable, if required.
- xxx. Contractor has to coordinate with freight forwarder / Shipping line for schedule of flight/ vessel so that custom clearance of Import / Export can be done without demurrage / detention/ Dead freight. Contractor has to submit OBL/BRO, pay DO charges, THC charges, Gate pass charges, and Stamp Duty (all payments except customs duty) if required and same will be reimbursed by BHEL. The upper ceiling for such reimbursable payments is Five (05) lacs per shipment.
- xxxi. All transactions enabled / available on ODEXglobal.com are to be paid online directly on ODEX website only. Any convenience fees/ charges levied by the website for executing the transaction like DO payment/ demurrage/detention etc. should be included in the price quoted by bidder in the price bid. No separate charges shall be payable.
- xxxii. After completion of registration of License, the copy of accepted LUT bond by customs should be forwarded to BHEL for office records.
- xxxiii. Coordination and follow up with custom officials for amendment of BOE / SB after OOC and before OOC or before LEO and after LEO. The amendment may be change in MAWB/ MBL, change in manifest, change in duty benefit scheme / change in license, change in vessel flight details / coordination with freight forwarder or shipping line for EGM / IGM error, addition / deletion of invoices, etc. In case of amendments-prior to OOC or LEO, same must be done promptly to avoid any penalty / dead freight / demurrage / detention.
- xxxiv. Contractor will timely arrange for shifting (loading and transportation) of cargo to relevant port / CFS ensuring the cargo is available for scheduled vessel / flight as per incoterm of consignment. Cart the material to carting point provided by carrier / forwarder / free carting area.
- xxxv. In case material is not exported after reaching in custom custody or entering port of loading for export due to any reason not attributable to contractor then contractor to arrange Back to Town procedure as per custom rules and regulations.
- xxxvi. All the undertakings furnished to customs, port authorities or any other agency will have to be cancelled after completion of work, and cancelled documents to be submitted to BHEL, wherever required.
- xxxvii. Contractor has to arrange labeling of cargo in case same is not correct / proper to avoid delay in custom clearance. This includes MAWB/ HAWB/ Description or any other necessary labelling. Contractor has to ensure that they are handing over correct package to freight forwarder or any other agency for export, like wise they have to ensure they are taking delivery of correct imported package from port of discharge.
- xxxviii. Upon termination/ suspension / expiry / closure of contract, contractor has to return all BHEL documents like BOE/ SB/ License copies/ furnish all information regarding any undertakings/ Bonds not closed with any authorities/customs any insurance related documents, etc.

xxxix. Contractor coordinate and clear shipments when cargo is imported via courier after conversion from courier to cargo is done by freight forwarder/courier company.

xl. Contractor has to keep tab upon Expiry date of bonds furnished by BHEL and inform BHEL well before (at least 01 month) expiry for renewal of the same.

xli. *Following Schedule of clearance has to be followed by the Contractor after handing over last input/documents by BHEL to them:*

Table A: prescribed days for activities

| Sn | Customs Clearance Activities | Sea - Net working days | Air -Net working days |
|----|---|------------------------|-----------------------|
| | Import | | |
| A | <i>Import clearance (custom OOC, and delivery) of cargo.</i> <i>Note: In case of Air shipment for duty payment under transaction mode, delivery from airport should be ensured on the same day or within 24 hours of duty payment.</i> | 3 | 2 |
| B | <i>In case of Re-Import cargo,</i> | 4 | 3 |
| C | <i>In case of noting under Sec.48 (additional time over sl no. A/B)</i> | 1 | 1 |
| D | <i>Receipt of DO from Single service provider after handing over of OBL/ BRO, (in case OBL/ BRO handed over after arrival of cargo).</i> | 1 | 1 |
| E | <i>Receipt of DO from multiple console agencies after handing over of OBL/ BRO, (in case OBL/ BRO handed over after arrival of cargo).</i> | 2 | - |
| F | <i>Initial Registration of Project Import (including completion of online registration process)</i> | 7 | NA |
| G | <i>Computer Registration of documents like License/Adv license/ MEIS/ Scheme License etc.</i> | 2 | 2 |
| | Export | | |
| H | <i>Submission of checklist and Filing of Shipping bill after receipt of All relevant documents</i> | 1 | 1 |
| I | <i>Carting of material to freight forwarder nominated CFS from contractor warehouse after instruction from BHEL</i> | 2 | NA |
| J | <i>Carting of material for export after receipt of flight schedule from forwarder to Airport from contractor warehouse.</i> | NA | 1 |
| K | <i>Custom clearance of export cargo</i> | 2 | 1 |

Note:

1. The no. of days available for clearance are for reference and may change / reduce depending on the customs guidelines issued from time to time and must be adhered by the contractor.
2. Bonding / ex-bonding will be considered separate activity for A above.
3. Start Date: last input receipt date from BHEL.
4. End Date: for import: Delivery out of cargo from port / cfs, For export: LEO date of cargo at JNPT/ MBPT/ Mumbai Airport
5. Net working days= excluding holidays of customs, dock, Shipping Companies, CFS, ICD.
6. Last input means: - (a) complete NNDs / Any other input/documents as required necessarily for clearance.

Note: Whenever asked by BHEL, all documents including original BOE / SB, licenses, power certificates, exemption certificate 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 BHEL will be done.

3. *Transportation of cargo for custom clearance / After custom clearance:*

- 3.1. Safety of packages during transportation is in contractor scope.
- 3.2. Contractor must follow rules and regulation of transportation as per nature and dimension of packages including any approval from govt agencies.
- 3.3. Contractor to arrange transportation of material from Port of clearance to warehouse and vice versa of Imported / to be exported material.
- 3.4. Transportation must be arranged as per dimension / weight and nature of cargo.
- 3.5. Contractor will coordinate with our approved transporter for placing vehicle and arrange handling equipment as per nature of cargo to ensure smooth dispatch of cargo and avoid detention changes.
- 3.6. The heavy lift packages of export/ import will have to be unloaded/ loaded or received under hook for loading on flight /vessel. In the event of exigencies contractor should be able to mobilize multiple axle trailer on short notice.
- 3.7. Contractor shall arrange to shift imported cargo/consignment to contractor warehouse as soon as shipment is ready to be removed from Port/ CFS premises; similarly, cargo to be exported shall be transported to JNPT CFS, Airport or MBPT.
- 3.8. Transportation of ODC cargo pertaining to Import or export as advised by BHEL shall be arranged by contractor (from port of discharge to warehouse / from warehouse to port of loading).
- 3.9. If Agent fails to do the above at 3.7 and 3.8, BHEL will recover the extra expenditure incurred on detention/demurrage/ground rent/storage etc.
- 3.10. In case consignments is exported on RORO vessel then contractor to arrange necessary permission from agencies for carting of cargo, Roll on, Roll off, Lift On, lift off activities.
- 3.11. In case heavy lift materials to be exported are stored at contractor warehouse contractor will be required to arrange handling and transportation of material to port of loading / at jetty / CFS and arrange movement and handling of cargo inside port / jetty/ CFS including permission if any.
- 3.12. If required contractor shall arrange for loading and transportation of packages to warehouse/ Mumbai and around address as instructed by BHEL, unloading them (wherever required) and further loading on BHEL's arranged transport for dispatching the material to BHEL factories/sites or the places as directed by BHEL.
- 3.13. Based on the particulars of consignments given in packing list contractor shall finalize the transport/equipment to be used for handling and shifting the Consignments including ODCs from starting point to port/CFS/carrier/transporter warehouse as instructed by BHEL
- 3.14. Contractor has to arrange Gate pass at JNPT CFS, Mumbai Airport, MBPT as the case may be wherever required.
- 3.15. For export consignment, if required contractor will have to transport cargo from their warehouse to freight forwarder CFS / Mumbai Airport as the case may be.
- 3.16. Contractor should use only those T&P and hardware, which is in excellent working condition, tested for safe operation and adequate in capacity and size. All equipment must have valid fitness certificate/ calibration certificate issued by respective authorized agency.
- 3.17. No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities without causing any delay in transportation. In the event of such occurrence, Contractor shall be responsible for any penalties levied and shall pay from their own account. Contractor should be well informed about the procedural and documents requirement for such works.
- 3.18. Contractor to do route survey before movement of consignment and arrange necessary permission if any from authorities.

- 3.19. Contractor will handover photocopy of BE to Transporter's representative/Driver for onward dispatch to site/ factory.
- 3.20. Contractor will also arrange for partial shifting of cargo/packages to their warehouse/partial dispatches to BHEL's factory/sites as instructed by BHEL.
- 3.21. In case of delay in de-stuffing of LCL containers or if the FCL containers are not grounded/shifted, the Contractor shall make Log Entry as per the prevailing rules and procedures of the Port/CFS/CWC/ICD etc.
- 3.22. For air consignments also, the Contractor shall make all efforts to trace the packages expeditiously. If the packages are not traceable, the Contractor will make log Entry as per the prevailing rules and Procedures.
- 3.23. Contractor to ensure there is no pilferage of or loss of package during their custody and at any Port/ airport during export and import.
- 3.24. The Contractor will ensure that damaged cases are repacked/ strapped before dispatch as per the instructions of BHEL.
- 3.25. ***For Transportation of Hazardous cargo, charges will be paid 1.5 times the rate of general cargo mentioned at Rate Sch- S-04 (48).***
- 3.26. ***For Transportation of ODC cargo, charges will be paid as per Schedule Sch-S-01 (19), irrespective of nature of the cargo.***
- 3.27. LR or its copies should be properly collected for each shipment from transporter arranged by BHEL. Cargo can be released against LR received from transporter on whatsapp/ email/digital mode etc. All such LR should be enclosed with CHA bill for release of payment.
- 3.28. In case cargo is transported by BHEL directly to CFS, contractor has to arrange gate pass for vehicles, based on Shipping bill filed and hand over the cargo to BHEL appointed freight agent.
- 3.29. For export at MBPT Contractor is required to perform below activity in close coordination with concerned freight forwarder:
 - To file Shipping bill and coordinate with freight forwarder for receipt of carting order.
 - Obtain Shed superintendent permission to bring cargo to docks.
 - Entry of goods brought to docks in shed register.
 - LEO of shipment.
 - Coordinate with Freight forwarder to obtain bill of lading.
 - Facilitate payment of MBPT port charges using BHEL PD Account. In case of exigencies contractor will be required to pay port charges which will be reimbursed by BHEL.
 - Any other work required to facilitate export of cargo.

Note: Usually unloading of goods at Carting shed, movement of goods from carting shed to docks for loading onto vessel will be in concerned freight forwarder scope, however in case of exigencies BHEL may ask contractor to perform these task and payment will be made as per schedule rates.

4. Miscellaneous:

- 4.1. Any container security deposit / cheque / bonds / Undertakings or temporary payment submission to shipping line/ CFS / Forwarder etc. for taking loaded / factory / DPD / choice CFS movements, will be directly done/ paid by contractor without any delay and refund of the same to be taken by contractor without any cost to BHEL. No reimbursement will be done on this account by BHEL.
- 4.2. Contractor shall also lodge and pursue the refund/ claims on BHEL's behalf, till final settlement in respect of cargo cleared by contractor. The contractor shall lodge and pursue all old and new Manifest Claims and Custom Refund Claims, Claims with Steamship companies/ Carriers, Claims with Railway/ Transport authorities etc. Contractor will obtain file no., Order in assessment/Original/ Appeal from customs, if any personal hearing is

granted. The Appeal/ Revision Petition relating to these claims shall also be lodged by the Contractor.

4.3. Contractor will arrange of minor repair/remarking/ labeling of packages. Coordinate with Godi seal Kamgaar for obtaining the repair /repacking charges and providing the handling equipment's to them. Supervise and monitor work done by Godi Seal Kamgaar. Provide all assistance and arrange for lifting/shifting of cargo/package for repair.

4.4. Inform and arrange Timely reply to all auction notice of port trust/CFS for removal / withdrawal of auction notice, in consultation with BHEL. Under no circumstances the cargo will go in auctions.

4.5. Contractor should forward all demand notices to BHEL as soon as it comes to their knowledge for timely action by BHEL.

4.6. Payment/reconciliation of Port charges/CFS/ICD for each S/B or B/E through the CHA PD account and forward the bill along with original MBPT chappas/ CFS/ICD bills for reimbursement. The adjustment / payment of port/CFS charges through CHA account will have to be done within permitted time to avoid any interest on delayed payment.

4.7. BHEL representative reserve the right for inspection of any or all operation during transportation, loading/ unloading/ trans-shipment/ storage/ warehouse / preservation/packing/ repacking/lifting/shifting etc and the contractor will be permitted to proceed with their further program after obtaining clearance from BHEL for the preceding activity, in case BHEL intends to carry out such inspection.

4.8. No overtime charges are payable for work done beyond the normal working hours to them.

4.9. Any amount due or recoverable from the contractor under this contract or any other contract shall be recoverable, from the contractor's outstanding bills.

5. Coordination with Carrier's or its Agent:

5.1. The contractor shall maintain liaison with the carrier/carrier agents and ensure collection of freight bills/correct IGM/Item data/BLs copy well in advance of filing of BE. Contractor will also collect the freight bills pertaining to BHEL, for which documents are yet to be forwarded to them by BHEL.

5.2. The Contractor 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 contractor and signature of BHEL's representative obtained before arrival of carrier. The freight payment detail will be collected by the contractor for obtaining delivery orders from carrier.

5.3. In case of delay in filing of Manifest or wrong or deficient manifestation, the contractor shall rigorously follow-up with the carrier Agent, Console Agent or Airlines for prompt corrective action. In event of requirement of modification in the manifest, Contractor shall carry out expeditiously the amendment in customs.

5.4. In case all the containers of the consignment are not discharged by the same carrier or are not properly declared in the FCL/LCL list of Port Trust or not transported to CFS, the Contractor will immediately take up the matter in writing with Steamer agent/carrier for prompt corrective action.

5.5. In case custom penalty, demurrage or container detention charges are incurred due to the lapses of the steamer Agent, the contractor would promptly lodge the claim for the demurrage and container detention charges with intimation to BHEL and follow up the matter till its reimbursement is obtained.

5.6. It will be responsibility of the contractor to check that the charges levied towards shipping line charges/ CFS charges/ wharfage/ demurrages / detention or any other charge are as per their latest published rates/tariff.

5.7. If charges are not matching or are higher than published tariff, then the invoice is to be got corrected/amended as per the tariff before making payment.

5.8. If tariff is not available, a notice on behalf of BHEL is to be issued to provide tariff and if they are not able to provide the tariff then certificate/email that charges levied are as per their standard management practice is to be obtained from the party before making payment without incurring additional charges.

5.9. Any additional payment made either without matching tariff or without notice/certificate/email shall not be reimbursed.

6. Short-landed or Damaged Goods and Survey

6.1. Conduct jointly or otherwise pre-shipment survey of packages including measurement by licensed measurer / port /Carrier authorized agencies for export cargo.

6.2. All authorized survey report including pre-dispatch survey reports, ship survey reports as instructed will be collected by contractor and forwarded to BHEL.

6.3. The pre-shipment survey measurement report will have to be submitted to Concerned BHEL office before finalization of draft BL and also along with the bill raised by contractor.

6.4. It shall be the endeavor of contractor to minimize the opening of the packed consignment for examination. Opening and repacking (wherever required) shall be carried out as per the supplier's manual, if any. Contractor will take all precautions that repacking is sturdy enough to withstand transportation vibration, multiple handlings en-route to port/Airport.

6.5. The Contractor shall take stock of tally sheets on day-to-day basis for all the consignment and lodge claim with Carriers within the time period stipulated in the BL and as prescribed in the Carriers Act.

6.6. It will be the duty of the Contractor in all such cases to take measures as may be reasonable for the purpose of averting or minimizing the losses and to ensure that all rights of BHEL against carriers, Port Authorities, Insurance Company, Railways or any other third party are fully and properly preserved and exercised. However, the Contractor shall not be held responsible for the above for reasons beyond his control which should be informed in writing.

6.7. It shall be the responsibility of contractor to give notice of loss, within 7 days from the landing of goods, on behalf of BHEL or providing the required documents to BHEL as the case may be, to the Carriers, Port Trust authorities/CFS/CWC/ICD and Underwriters for non-delivery/ short delivery / losses/ damages of the containers/ packages/ bundles/ boxes/ drums/ loose items etc. found, at the time of taking the delivery and/ or within the prescribed time limit after taking the delivery. Under no circumstances, the intimation is time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.

6.8. It shall be the responsibility of the Agent to ensure that the Short Landing Certificate (SLC), Non-Delivery Certificate (NDC) and/ or Landing Remarks Certificate (LRC) are obtained from the Port authorities/CFS/CWC/ICD within the time limit prescribed for settlement of the claim with the carriers/ Underwriters and submit the same to BHEL's Underwriters for settlement of the claim. The contractor will ensure that the Port Trust Authorities finalize the out-turn at the earliest and obtain SLC/ NDC as well as refund for demurrage/ wharfage from Port Trust/ Airport Authority immediately but not later than one month from the date of finalization of the out-turn.

6.9. In case these certificates are not obtained by the Contractor within the prescribed statutory period, they should inform BHEL or its underwriters in writing for obtaining extension of the time-limit from the respective steamer agent/other concerned authorities under advise to the Claims section of respective factories and of BHEL's Mumbai office. After the formal application for extension of time limit has been made by the Agents to the carriers, they shall pursue the matter and obtain the short landing or non-delivery certificate and submit the same to BHEL's Mumbai office.

6.10. 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 or providing required documents by BHEL, as the case may be in CWC/CFS/Docks/ Airport/ Foreign post office/ Warehouse etc. at Mumbai and obtain the survey report.

6.11. If any loss or damage is apparent, the Contractor shall lodge claim on the Carriers, Port authorities, Customs, Post Office, police authorities etc. respectively for any theft, breakage, loss, damage or deterioration of material found at such survey within the time limit prescribed as per prevalent law. In no circumstances, the goods will be cleared without survey, if they are in doubtful condition or have been specified by BHEL.

6.12. Contractor has to arrange survey of goods as and when required by BHEL and in case the Goods/Consignments are cleared without survey, any subsequent loss/ damage to Goods/Consignments is noticed, the contractor shall be held responsible for the same. Any cost towards repair, survey, In addition, the surveyor's fees of BHEL's appointed insurance surveyor shall also be borne by the CHA.

6.13. **In case of theft or pilferage, a FIR is a must to process the claim with underwriter and contractor has to ensure that they immediately file FIR for missing package/ theft pilferage etc.**

7. Fumigation services:

7.1. Contractor has to do Fumigation activity of packages as per instruction of BHEL, as per requirement.

7.2. The Fumigation work can be outsourced and the agency who is carrying out fumigation work (either self or outsourced) must have Valid Certificate of Registration of Fumigation agency from Ministry of Agriculture.

7.3. **The contractor will make his own arrangements for entry of his representative/ workers into ports, various places for official ensuring proper equipment, it's safety (eg labour, surroundings) for carrying out the job inside ports or other area as and when required. BHEL will in no manner be liable for any loss / damage.**

7.4. The contractor to ensure Stamping of all the wooden packages for compliance required as per relevant standards, ensuring satisfaction of customs also if required contractor to be present during customs examination for explanation.

7.5. The contractor to ensure that there is no delay due to fumigation in going ahead with further processing of the cargo.

7.6. Fumigation certificate must be submitted along with bills for processing of payments and Valid Certificate of Registration of Fumigation agency from Ministry of Agriculture must be attached with bills.

7.7. The contractor should submit certificates of Phytosanitary Compliance (Standard ISPM-15) or any other acceptable Compliance acceptable in the international Trade.

8. Customs Duty:

Being AEO BHEL shall pay the duty as per the Deferred Payment of Import Duty Rules, 2016 and its amendments thereof.

BHEL shall pay the duty by the dates specified hereunder inclusive of the period (excluding holidays) as mentioned in sub-section (2) of section 47 of the Act, namely: -
(a) for goods corresponding to Bill of Entry returned for payment from 1st day to 15th day of any month, the duty shall be paid by the 16th day of that month;
(b) for goods corresponding to Bill of Entry returned for payment from 16th day till the last day of any month other than March the duty shall be paid by the 1st day of the following month;

(c) for goods corresponding to Bill of Entry returned for payment from 16th day till the 29th day of March, the duty shall be paid before the 31st March;
(d) for goods corresponding to Bill of Entry returned for payment from 30th day of March to 31st day of March, the duty shall be paid by the 1st April.

It shall be responsibility of the Contractor to intimate/ sent reminders to BHEL of any Bill of Entry shown in the ICEGATE system as unpaid for import duty and ensure that the same is paid by BHEL one day prior to the above due dates.

No warehouse Bill of entry (Bill of entry for bonding the goods u/s 59 of customs act) will be filled in deferred mode of payment.

To ensure timely payment by BHEL, Contractor has to send list of all pending BEs filled in deferred mode one day in advance of due date or day prior, if the due date happens to be a holiday.

No Bill of Entry will be filled under deferred mode for payment on last day of deferred payment cycle of customs. Such Bill of entry are to be filled in transaction mode only.

9. Port Trust PD Accounts:

- 9.1. Port related charges to be paid through the contractor's PD account.
- 9.2. Contractor should have active PD account registered with MBPA in EBS(IMPORTMAN)
- 9.3. Contractors shall check the correctness of Port charges claimed with port schedule of rates and specific confirmation shall have to be given by them while forwarding the monthly account.
- 9.4. Before making the payment, contractor confirm with BHEL the applicable tariff or schedule of rates.
- 9.5. Contractor after making payment through its PD account may claim reimbursement immediately.
- 9.6. Contractor will be paid reimbursement only as per the port prevalent schedule of rates.

10. Maintenance of Records: The Contractors shall maintain the following records:

- 10.1. Records/Accounts for import and export will be maintained separately.
- 10.2. Records/Accounts of warehouse for cargo cleared, handled, forwarded, shifted and transported should be maintained for 7 years from expiry of contract. These records shall be furnished to BHEL at such intervals and in such a manner as BHEL may demand from time to time.
- 10.3. Register/ computerized record of bills of entry / Shipping bill filed by them vessel-wise.
- 10.4. Warehouse register in respect of the materials received and removed from the warehouse.
- 10.5. A refund register/ computerized record for refund of customs duty paid in excess in regard to short landing claims.
- 10.6. A refund register/ computerized record for, Duty deposit paid, BOE, corresponding bond for goods removed under Section 59/69. BOE
- 10.7. A register/ computerized record for goods removed under Section 59/69
- 10.8. A copy of Import / export documents i.e. Bills of Entry/ shipping bill, Invoice, packing list and Bill of lading, AWB etc.
- 10.9. A copy and register of other documents like Refund claims, Short Landing Cert., Landing Remark Cert. and NDC.
- 10.10. A register/ computerized record of the bills of the Entry filed under Section 59/69 along with bond details and the date of validity of the bond.

- 10.11. Copy of all documents received through transporter delivering materials to warehouse
- 10.12. A copy of Export documents i.e. S/B, SDF/GR, Invoice, and Bill of lading.
- 10.13. A copy and register of other documents like Drawback claims, Auction notice with their replies.
- 10.14. Any other register or statement as desired by BHEL.

11. Reports:

- 11.1. In case of DEEC and Project import cases, the Contractor will furnish complete details of debits and balances in a format and manner to be specified by BHEL.
- 11.2. The Contractor would also send the following periodical reports by email as per the formats to be provided by BHEL. Contractor either can make one report containing all the aspect given below except SI 5 & 6 Report

| Sn | Reports by Email | Frequency |
|----|---|---|
| 1 | Daily Status Report of Pending Consignments/BEs /BHEL Invoices / SBs indicating cargo receipt at warehouse and port/CFS/Airport along with status of customs processing | Daily / or as and when required by BHEL |
| 2 | Daily Report of Consignments cleared from Docks/ Airport/ CWC / ICD /CFS | |
| 3. | Daily Report of demurrage/air warehouse charges incurred on Consignments cleared. | |
| 4 | Weekly Report of Consignments lying in CHA's Warehouse for material received/dispatched/shifted/ Balance in warehouse | |
| 5 | Original registration certificate of customs for DEEC/ EPCG /PI etc. | |
| 6 | Weekly Report of Re-Export bonds submitted to customs clearly indicating the validity period. | |
| 7 | List of BEs filled in deferred mode one day before the day before due date | |

Note: In case of any dispute regarding accounting of BHEL's material, DSR report in conjunction with LR receipt copy will be final and binding.

- 11.3. BHEL has an online system for faster clearance of the cargo. When instructed contractor shall have to feed the data / upload documents in the online Import Clearance System at various stages of clearance of cargo. It will be compulsory for contractor to make entries in Customs Clearance and Port Charges modules/bills are to be uploaded in the Contractor Bill module and upload the Bills of Entry, Supplier invoice processed in customs, duty challan (if applicable) in this system. They will at the same time track their bills in the system verified / passed for payments.
- 11.4. The contractor will be able to view bills pending with the import export dept or finance dept. and if there is discrepancies in the same, the same is to be brought to the notice of dealing official of BHEL.

12. Responsibility of BHEL:

- 12.1. Provide purchase order copy, Duty exemption certificate, technical write-up (if required) and any other documents found necessary to clear the consignment from Customs.
- 12.2. Depute required personnel, in the event same is required by the Customs authorities in respect of any clarification pertaining to Customs clearance.
- 12.3. Pay Customs duty
- 12.4. PERFORMANCE OF SUCCESSFUL CHAs DURING COURSE OF CONTRACT WILL BE CONSTANTLY MONITORED AND SUITABLE ACTION WILL BE TAKEN ON NON-PERFORMANCE.
- 12.5. Any non-specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in the scope of work at no additional cost to BHEL.

12.6. 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 bidder

SECTION II
INSTRUCTIONS TO BIDDERS

Bidders are advised to go through the tender document fully before submitting their offers online on GeM Portal

1. Bidders are advised to go through the tender document fully before filling up the format for Techno-commercial Section and Price bid Section.
2. Bidder should supervise the working of the personnel provided by him. The rate quoted should include element of supervision etc and no extra claim on this account whatsoever will be entertained at a later
3. The offers shall be kept valid for a period of 60 days from the date of opening of the tender.
4. Any 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.
5. The contract is non-transferable & cannot be assigned to third party.
6. The contractor's responsibility for this contract shall commence from the date indicated in the GeM contract of this tender.

7. **Evaluation Criteria:**

- a) Offers of techno commercially qualified Parties will be opened on GeM portal.
- b) Offers shall be evaluated based on lump sum quoted price inclusive of GST by bidder for entire scope of work.
- c) Offered lump sum price will be compared with BHEL total estimate in terms of percentage. This percentage shall be uniformly applied to BHEL's published Scheduled rate (S01 to S05) to arrive at individual slab rate.
- d) The tender will be finalized through reverse auction. GeM reverse auction guidelines will be followed.
- e) **BHEL intends to appoint Only One Customs House Agent.**
- f) Government guideline / circulars on provision for ordering on MSE vendors will be applicable.
- g) The estimated Cash Flow for the load provided in the tender is approximately **Rs.62.78 lacs** excluding GST. GST will be paid additional as per the statutory provision.
- h) Above work load distribution is only a projection based on past data and not guaranteed. There shall be no legal binding on BHEL and contractor must not claim any compensation in case of shortfall. There is no guarantee of minimum load.

8. **Volume of work:**

- i) No guarantee can be given as to any definite volume of work, which will be entrusted to the contractor at any time or throughout the period of contract.
- j) BHEL reserves the right:
- k) Of placing the contract simultaneously or at any time during its currency with one or more other Clearing & Forwarding Agents as it may think fit, even by calling fresh tenders and / or any negotiations and appoint some other Clearing & Forwarding Agents accordingly if the performance of the contractor is not to the satisfaction of BHEL.
- l) Of appointing other Clearing & Forwarding Agents for services referred to in the contract to meet any emergency if BHEL is satisfied that the contractor is not in a position to render specific services within the period in which their services are required without reference to Clearing & Forwarding Agent. The mere mention of any item of work in this contract does not

by itself, confer a right on the contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.

m) In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from BHEL on this account.

Signature and Seal of bidder

SECTION III

SPECIAL CONDITIONS

The Special Conditions mentioned herein will supersede the General Contract Conditions:

1. **Working Hours:-** The Contractor shall be responsible for performing all or any of the service detailed in and arising out of the contract, **round the clock** throughout the period of this contract without any additional remuneration wherever so required by BHEL, for purpose of operation of this contract, only the holidays as observed by the Customs authorities shall be recognized as closed holidays of the Contractor and all other holidays declared by the Contractor on their own behalf shall not be recognized.
2. **PERIOD OF CONTRACT**
 - a. The period of contract will be for **01 year** with the provision of further **extension up to 01 year** by mutual agreement between BHEL and the contractor on same rate, terms and condition. The offered price will remain valid till currency of contract. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for **three more months**.
 - b. BHEL reserves the right to terminate the contract of contractor at any time, without assigning any reasons thereof as per BHEL policy. The Contractor shall not be entitled for any compensation by reason of such termination.
 - c. *The Contractor shall not split or transfer to any other party any part of the contract during the currency of the contract. However, in case of suspension of contractor license/ any adverse demand/ Notice from the customs/ port authorities/ BMC / any other party due to which BHEL's work is getting affected, the Contractor can utilize or have interim arrangements of other reputed license to complete the partially processed documents of BHEL by Contractor. However, the other reputed license holder, used by the Contractor, shall have no financial implication on BHEL. The entire responsibility will remain on the Contractor.*
 - d. *The Contractor shall immediately intimate any change in the address of the Office and Warehouse during the period of Contract.*
3. **Payment Terms: -**
 - i. Custom Duty will be paid by BHEL.
 - ii. All agency charges will be paid as per schedule slab rates of the contract.
 - iii. Contractor to make all **other payments** for Sea and Air shipments on behalf of BHEL and claim reimbursement from BHEL as below:
 - iv. **Contractor will make all payments to MPTA through his PD ac maintained with MPTA (IORTMAN).**
 - v. All payments related for customs clearance **except custom duty**, MPTA, charges up to Rs. **Five lakh per BL/AWB/SB** are to be paid by contractor. Contractor to submit bills for reimbursement immediately along with all requisite documents. Contractor shall ensure that all the invoices and receipts shall be in the name of BHEL.
 - vi. In case of emergencies, on the specific instruction of BHEL, direct payments are to be made by contractor more than the amount specified which will be reimbursed. However, this will be only on the specific request of BHEL and the request mail is to be enclosed with the bill for reimbursement.
 - vii. **For all payments charges exceeding Rs. Five lakh per BL / AWB:** Contractor to provide Performa invoice/worksheet/ rate schedule/Published tariff/ standard rate card from respective parties in advance. In case of non-availability of above-mentioned documents for release of such charges in advance, to avoid demurrage/detention charges, contractor working sheet shall be considered for release of such charges in advance. However, if any excess advance payment is made, the same will be adjusted against their running bills.

- viii. Contractor shall ensure that all the invoices and receipts are in the name of BHEL and are submitted along with reimbursement bill, without which the bills will not be processed.
- ix. In case of direct payment by BHEL, all original invoices and receipts must be collected and submitted to BHEL, before submission of reimbursement bill of that shipment. Without which, reimbursement shall not be processed and consequential financial losses shall be recovered.
- x. After payment by BHEL, if situation arises to make further/subsequent payment lesser than **Rs. Five Lakh**, such payments will be made by contractor, reimbursement of such payment can be claimed by contractor.
- xi. Detention payment shall be made by BHEL however in case of emergencies on the specific instruction of BHEL, detention payments are to be made by contractor which shall be reimbursed.
- xii. All payments made by contractor should be made on the same day or next day. Any additional charges incurred due to delay beyond one day from the date of invoice will be borne by contractor.
- xiii. **Reimbursement bills** should be submitted **within 7 days** of clearance of the shipment. Payment of reimbursement will be made **within 30 working days** after receipt of bill/documents complete in all respect including Rate Schedule from respective liners / carriers / their agents etc.
- xiv. **Payments of Contractors agency bills:** Payment of all contractor agency bills will be made within 45 working days on fulfillment of all contractual obligations to the satisfaction of BHEL. Out of charge BE has to be submitted to BHEL along with all requisite documents stated below. Bills without all the documents will not be accepted.
- xv. **Correct payment to other parties** (Carrier/ their agent/forwarder/CFS/ICS/ port etc.)
 - a. It will be responsibility of the contractor to check that the charges levied towards shipping line charges/ CFS charges/ wharfage/ demurrages / detention or any other charge are as per their latest published rates/tariff.
 - b. If charges are not matching or are higher than published tariff, then the invoice is to be got corrected/amended as per the tariff before making payment.
 - c. If tariff is not available, a notice on behalf of BHEL is to be issued to provide tariff and if they are not able to provide the tariff then certificate/email that charges levied are as per their standard management practice is to be obtained from the party before making payment without incurring additional charges.
 - d. Any additional payment made either without matching tariff or without notice/certificate/email shall not be reimbursed.
 - e. The bills of the agencies are to be in the name of BHEL's factory as per BL and should contain respective GSTN of BHEL. Any loss of GST input credit due to improper invoice shall be deducted from contractor's bills.
 - f. It will be responsibility of the contractor to submit original invoices and receipts in cases where BHEL has made direct payments to concerned agencies. These original invoices and receipts should be either manually/digitally signed and stamped. Invoices and receipts having statement like "This is computer generated document and does not need signature" shall not be entertained without sign and stamped as per new GST rules. Any loss of GST input credit to BHEL due to non-submission/ delayed submission of such original invoices and receipts shall be deducted from contractor's bills. E-invoices should be with IRN / QR code as per prevalent government policy.
 - g. All invoices available on ODEXglobal.com are to be paid online directly on ODEX website only. Any charges charged by the levied by the website should be included in the price quoted by bidder in the price bid. No separate charges shall be payable.
 - h. Shipping line TDS exemption certificate should be collected and sent to BHEL immediately.

Under no circumsances the payment shall be delayed beyond 24 hrs. from the date of receipt of bill nor any separate approval will be provided by BHEL for making above payment. Additional charges, if any incurred due to delay in payment will be recovered from contractor.

4. Requisite documents to enclosed along with the contractor's agency bill:

For Imports:

In case of demurrage/detention/storage charges/warehousing charges are incurred then Contractor shall furnish the detailed explanation for entire period of clearance.

- a. Copy of BE (Digitally signed EOOC)
- b. Copy of BL or AWB
- c. Copy of packing list or invoice cum packing list, where ever applicable.
- d. Copy of BHEL's Road Dispatch Advices (RDAs) as applicable
- e. Signed and sealed Warehouse statement for inward and outward records of the packages.
- f. Copy of customs examination order if packages are opened and repacked
- g. Customs notice/circular (if any)
- h. Proof of acknowledgement of additional bond/essentiality certificate submitted to contract cell (Customs) in case of PI.
- i. Check list for material handling in the prescribed format (Annexure-A) of BHEL.
- j. In case there is no demurrage or Air warehousing charge, the bills should be stamped "NO DEMURRAGE".
- k. Notification/circular to be given for any change in the statutory charges involving agencies i.e. CWC, MIAPL, BPT, Customs, CFS etc. to be furnished by CONTRACTOR while claiming reimbursement of payment for such revised charges/statutory charges.

For Exports:

Each Bill shall be submitted along with the following documents, as applicable;

- a. Copy of BL, copy of LEO SB, AWB, whichever applicable.
- b. Copy of Invoice, packing list or invoice cum packing list (If applicable)
- c. Copy of measurement slip if applicable
- d. Original vouchers/ receipt in support of claims for reimbursement (in case the originals have been submitted earlier, copy of same should be enclosed)
- e. Warehouse statement for inward and outward records of the packages along with warehouse's inward and outward gate pass.
- f. Copy of MBPT chappa/ TSP charges if applicable.
- g. Covering letter showing the summary of Bills being submitted. The format will be provided by BHEL
- h. Bills for Drawback Shipping bills is required to submit along with dbk scroll no generated by Customs. In case drawback follow up charges are claimed as per rate schedule, copy of BHEL email instruction for follow up of drawback claim to be attached.
- i. LR copy for all the cargo received at warehouse. (LR should have receiving sign of the receiver with date of cargo arrival at warehouse and have the CHA company stamp over it.)
- j. Fumigation certificate along with valid registration certificate from Ministry of Agriculture (if applicable).

Note:

For Imports: BHEL will generate unique identification number for each consignment known as Docket number. References for weight, dimension, identification of packages, etc corresponding to each consignment will be done on basis of this unique Docket number.

For Export: Unique identification of packages will be done on the basis of invoice number of consignments. References for weight, dimension, identification of packages, etc corresponding to each consignment will be done of basis of this Invoice number.

5. No bill will be processed for payment by BHEL unless the above applicable requirements are fully complied with.
6. If Customs Clearance is delayed beyond the prescribed period (**Section I, 2.6 xli Table A: Prescribed period for activities**), Dead freight / Demurrage/ container detention /storage charges/ground rent/ Air warehousing charges/ custom penalty and other punitive charges on account of physical clearances after period allowed will be recovered from the Bills of contractor 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 contractor.
7. However, in case of genuine difficulty on the part of contractor due to reasons not attributable to contractor (non-availability Customs Officers/System Failures and any other similar reasons) demurrges and detention will be borne by BHEL on appropriate certification by concerned operation (Import) group.
8. The Contractor will not be entitled to claim any interest or any other charges on delayed payments.
9. The Contractor will be required to raise the Bill for the services rendered in the form prescribed by BHEL from time to time. The bills will have to be raised generally docket serial wise after all the packages contained in the Docket are dispatched to the destination as per BHEL's instructions.
10. In case custom cleared cargo lying in contractor warehouse for more than one month, contractor can raise the contractor's agency bill for the same at the end of each month. Supplementary bill for balance activity after dispatch may be submitted.
11. For bonded cargo, contractor can raise contractor's agency bill after completion of bonding activities.
12. All contractor agency bills to be raised within 15 days of the dispatch of materials to factory or site but not later than 60 days without any specific reason. BHEL may accept some bills beyond the specified period as exception with satisfactory reason for delay. Any loss of GST to BHEL due to late submission of bills by contractor shall be recovered from contractor's bills.
13. For determining the slab, **no rounding off will be done**. Payment will be made as per actual FRT.
14. In case of exports, Weight/ Dimension shown in the Invoice and Packing list will be final.
15. In case of non-availability of dimensions / weight in BL/AWB, weight / CBM mentioned on packing list or actual measurement done by BHEL representative shall be considered.
16. In case excess duty is paid due to lapses on part of the Contractor, the amount so overpaid may, solely at the absolute discretion of BHEL, be recovered from the outstanding bills of the Contractor. The recovered amount will be refunded, when and to the extent, the overpaid amount is refunded to BHEL by the Customs.
17. In case any wrong payment or excess payment is made by the Contractor to such other Agencies, contractor will be fully responsible for the same and will have to make good the losses suffered by BHEL on this account. BHEL will recover such amount (including interest, if any) from the outstanding bills of CHA. However, if such fine and/or penalty or excess payment is subsequently waived or reduced or refunded by other agencies the amount refunded to BHEL by them would be paid to the Contractor.
18. No claims of the contractor whatsoever shall be entertained after payment of the final agency bill.
 - i. All invoices / documents/receipts/ reports/ photos must be in English.
19. **ODC PACKAGES:** A package exceeding any one or more of the following dimensions/ weights (Dead or Measurement) shall be treated as ODC package.

| Length | Width or Breadth | Height |
|----------|------------------|------------|
| 6 Meters | 2 Meters | 2.5 Meters |

20. Export/Import Benefits: BHEL, being the exporter will claim export/import incentives wherever applicable as per Government of India norms. However, it is the responsibility of the contractor to file correct document with customs and government organization. It is sole responsibility of contractor to clear the export / import benefit from customs.

21. Company intends to appoint Maximum Two Clearing & Forwarding Agents for operation exigency

- First L1 shall be assigned work of approx. 50% of total work load.
- 2nd party who accepts L1 rates shall be assigned work of approx. 50% of total work load.
- The order will be placed on L1 rates only. L2 to accept L1 rates. The work distribution will be subject to L2 acceptance of L1 rates. In case L2 does not accept L1 rates, the price matching option shall be extended to other qualified party next in rank till another party accepts L1 price matching. If no other party accepts L1 price matching, then 100% of the work load shall be assigned to L1.

Eg:

- i. Either or both L1 and L2 are MSE (L2 accepts L1 rates), L1 will be assigned approx. 50% of work load and L2 will be assigned approx. 50 % of work load at L1 rates.
- ii. L1 is MSE, L2 is Non-MSE and does not accept L1 price matching, then the option of price matching will be extended to other party next in rank till a party accepts L1 price.
- iii. L1 is either non MSE or MSE and no other party accepts L1 rates, then 100% of the work load shall be assigned to L1.

- In case L1 party is non-MSE, L2 party is non-MSE, and any MSE party falls within the range of L1+15%, then L1 price matching option will be extended to lowest MSE. On acceptance of L1 prices by MSE party approx. 50% of total work load shall be assigned to the MSE party. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. This process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. The MSE party accepting the price match option will be treated as 2nd eligible party for splitting of work. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, then the order shall be placed on L1 and L2 on L1 rates (subject to L2 acceptance of L1 rates).

Eg:

- i. L1 is non-MSE, L2 is non-MSE, and L3 is MSE and within L1+15% range, then L1 price matching option will be extended to lowest MSE (L3). On acceptance, L1 will be assigned approx. 50% of work load and L3 will be assigned approx. 50 % of work load at L1 rates.
- ii. L1 is non-MSE, L2 is non-MSE, and L3 is MSE and within L1+15% range, then L1 price matching option will be extended to lowest MSE (L3). If L3 doesn't accept L1 price, then the price shall be offered to next MSE within L1+15% range till the MSEs in the L1+15% range are exhausted. On MSE acceptance of L1 rates, L1 will be assigned 50% of work load and MSE will be assigned approx. 50 % of work load at L1 rates. If no MSE within L1+ 15% range accepts L1 price, the work will be assigned to L1 (approx. 50% of work load) and L2 (approx. 50% of work load) subject to acceptance of L1 rates. Else, 100% of work load shall be assigned to L1.

- Above work load distribution is only an approximation and not guaranteed.
- BHEL reserves the right to assign upto 100% of work load to any one of the contractor in case of non-performance/ non-acceptance of the other contractor.

Signature and Seal of bidder

SECTION IVGENERAL CONTRACT CONDITIONS**1 DEFINITION**

1.1 "BHEL" shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, having its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, and its office at 15th Floor, World Trade center -1, Cuffe Parade, Colaba, Mumbai- 400005..... (inviting tenders) (Name of the Unit / Region or Power Sector Regional Offices or its Authorized Officers).

1.2 "EXECUTIVE DIRECTOR" or "GENERAL MANAGER (In- charge)" or "GENERAL MANAGER" shall mean the Officer in Administrative charge of the respective UNIT/Power Sector Region/ Regional Office.

1.3 "COMPETENT AUTHORITY" shall mean BHEL Officers who are empowered to act on behalf of BHEL.

1.4 "ENGINEER" or "ENGINEER IN CHARGE" shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes 'CONSTRUCTION MANAGER' or 'SITE INCHARGE' as well as Officers at Site or at the Headquarters of the respective Power Sector Regions. For the purpose of joint measurement, verification, certification and/or approval of the work and/ or documents under the contract the word "Engineer" or "Engineer In-charge" shall be deemed to include the Engineers of the Customer and/ or his Consultant also.

1.5 "SITE" shall mean the place or places including discharge port project stores or any other place / location, as specified in the contract, at which the cargo/ equipment are to be delivered and services are to be performed as per specification of this tender.

1.6 "CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.

1.7 "CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.

1.8 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and includes the Agreement or Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.

1.9 "GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.

1.10 "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.

1.11 "LETTER OF AWARD" shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter.

1.12 "COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required

standard and conforming to the specifications of the Contract. To be replaced with validity of contract

1.13 "PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.

1.14 "EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.

1.15 "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.

1.16 "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

1.17 "WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of equipment to the entire satisfaction of BHEL.

1.18 "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.

1.19 "HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.

1.20 "MONTH" shall mean calendar month unless otherwise specified in the Tender.

1.21 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.

1.22 "COMMISSIONING" shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.

1.23 "WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.

1.24 "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.

1.25 'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.

1.26 'EXECUTED CONTRACT VALUE' shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include Extra Works and Taxes.

1.27 "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender.

1.28 "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.

1.29 "TERMINATION" of Contract shall mean the pre-mature closing of contract due to reasons as mentioned in the contract.

1.30 "DE MOBILIZATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.

1.31 "RE MOBILIZATION" shall mean the resumption of work with all resources required for the work after demobilization.

1.32 "VALIDITY OF THE CONTRACT". The contract will remain valid till completion of scope of work for all cargos which are handed over/ received / reported at designated place within date specified in other terms and conditions of this tender inclusive of extensions if any. Where validity date is not specified, the contract will remain valid till all the activities specified therein

are completed in all respects to the satisfaction of BHEL or where BHEL has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.

- 1.33 "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.*
- 1.34 "Ton" *means one metric Ton of 1,000 kilograms or one cubic meter.*
- 1.35 "Full Container Load" (FCL) *shall mean a container containing cargo belonging to one consignee in the vessel's manifest.*
- 1.36 "LCL" *means Less than Container Load wherein part of the imported cargo contained in the container belong to a particular customer/importer.*
- 1.37 "FREIGHT TON (FRT)": *Shall mean Cargo weight in Metric Tons or volume in cubic meter whichever is greater.*
- 1.38 "HEAVY LIFT (HL)": *Shall mean any one Cargo package of equipment and/or materials with weight greater than or equal to 100MT.*
- 1.39 "OVER DIMENSIONAL CARGO (ODC)": *Shall mean any one Cargo package of equipment and / or materials with any one of the dimensions exceeding those for General Cargo.*
- 1.40 "GENERAL CARGO": *Shall mean any one Cargo package of material and /or equipment with any dimension exceeding 06m Length, 02m Width, 2.5m Height (6mx2mx2.5m).*
- 1.41 "IGM" *means import general manifest.*
- 1.42 "LOT": *Supplies which are shipped on single voyage/Flight of each vessel/Barge/Aircraft.*
- 1.43 "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.*
- 1.44 "Non-Heavy Lift Cargo" *means General cargo and ODC i.e. cargo that does not fall under definition of heavy lift.*
- 1.45 Nhava Sheva ports *means all the 5 terminals in the port, i.e., JNPCT, NSICT, NSIGT, BMCT & GTI and any other terminal/CY that may be developed in JNPT.*
- 1.46 *The word 'container' would mean either twenty feet equivalent unit (TEU) or forty feet equivalent unit (FEU) as the case may be.*
- 1.47 "CARRIER/ SHIPPING/ TRANSPORTATION" *shall mean the shifting/ carrying Cargo by using ships, barges, tempo, trucks, trailers (mechanical/ hydraulic), dolly, heavy duty railway equipment wagons, aircraft and all other transportation means which shall be arranged by the Bidder for executing the work.*
- 1.48 "APPROVED" "DIRECTED" or "INSTRUCTED" *shall mean approved, directed or instructed by BHEL.*

2 INSTRUCTION TO BIDDER

- 2.1 The General Conditions of Contract form part of the Tender specifications. **For this tender, bidders shall upload signed/ digitally signed tender documents on GeM Portal.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- 2.2 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender

documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

2.3 Integrity pact (IP) shall be applicable for all tenders / contracts **if indicated in NIT**. This IP shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Entering into this pact shall be a preliminary qualification. If Applicable in NIT then to be incorporated.

3 SUBMISSION OF TENDERS

3.1 **Tenders shall be submitted through GeM E-Procurement portal.** Tenderers to upload offers well in advance in order to avoid last minute congestion in GeM Portal submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified. (this is gem process whether allowed or not allowed or allowed till what extent).

3.2 Tenders shall be opened on GeM Portal by Officer of BHEL at the time and date as specified in the NIT GeM Bid.

3.3 Tenderers whose bids are found techno commercially qualified shall be notified through GeM Portal e-procurement system about the date and time of opening of the Price Bids. BHEL's decision in this regard shall be final and binding.

3.4 The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.

3.5 The Tenderers are advised to physically visit the site to acquaint and satisfy themselves about all applicable port rules & regulations, maritime operational procedure, maritime laws & regulations, custom laws, rules & regulations and procedures regarding all related activities. Bidder is advised to acquaint information about working hours (including holidays) of concerned authorities related to the work, the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation, law of the land, transportation routes, various distances, surroundings of plant/ project premises together with all statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the discharge of various obligations under the Contract during contract period including extended period (if any). The bidder to acquaint themselves at their own cost.

3.6 The submission of bid will tantamount to due diligence having been done and it shall be deemed that:

3.6.1 the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works.

3.6.2 The Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works

3.6.3 The Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.

4 PRICE DISCREPANCY & REVERSE AUCTION

4.1 Price Bid opening: During opening of price bids, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

4.2 Reverse Auction: In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. Bidders must acquaint themselves with GeM Reverse Auction Guidelines & Procedure /BHEL reverse auction and Procedure as the case may be.

5 QUALIFICATION OF TENDERERS

5.1 Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification including corrigendum, if any, are expected to quote for this work duly detailing their experience along with offer.

5.2 Offers from tenderers who do not fulfil **Pre- Qualification Requirement (PQR) and Techno Commercial Criterion** mentioned in NIT shall not be considered.

5.3 The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site <https://bhel.com/list-debarred-firms>.

5.4 Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

6 EVALUATION OF BIDS

6.1 Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre- Qualification Requirement (PQR) and Techno Commercial Criterion in NIT/Tender documents, based on documentary evidences submitted along with the offer.

6.2 In case the qualifying experience is claimed by bidder is based on 'Work Order' and 'Experience Certificates' from any organization other than BHEL (main agency), then it shall be the responsibility of the bidder to submit customer contact details for independent verification. BHEL reserves the right to ask for any other document for the said experience as a proof for having executed subject qualifying work.

6.3 Assessing Bidder's Capacity for executing the current tender shall be as per Pre- Qualification Requirement (PQR) and Techno Commercial Criterion in NIT/Tender documents.

6.4 Price Bids of shortlisted bidders shall only be opened at GeM Portal with/without Reverse Auction, as mentioned in NIT / GeM Bid. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.

6.5 Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course either through GeM Portal or through e-mail.

7 AUTHORIZATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney / Letter of Authorization is to be submitted along with the tender offer.

8 EARNEST MONEY DEPOSIT

8.1 If applicable, Tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD), in the manner described herein.

8.1.1 EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.

8.1.2 The EMD up to an amount of Rs. 2 Lakh is to be paid only in the following forms:

- a. Cash deposit as permissible under the extant Income Tax Act (before tender opening).
- b. Electronic Fund Transfer credited in BHEL account (before tender opening).
- c. Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).
- d. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) duly marking lien in favour for BHEL (along with offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.
- e. Insurance Surety Bonds
- f. In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit the amount in excess of Rs. Two lakhs in the forms described above in clause no. 1.9.1. ii) (a) to (e) or in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.

8.1.3 No other form of EMD remittance shall be acceptable to BHEL.

8.1.4 Proof of EMD: Bidder shall upload the scanned copy of EMD along with bid submission through BHEL e-procurement GeM Portal. However, for the purpose of realization, the bidder shall send the demand draft/ banker's cheque/ pay order/ Bank Guarantee/ FDR/ Insurance Surety Bonds, in original, to the designated officer through post/courier or by hand within reasonable time.

8.2 EMD by the Tenderer will be forfeited as per NIT conditions, if:

- 8.2.1** After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. OR
- 8.2.2** The successful Contractor, on whom the work has been awarded, fails to deposit the required Security deposit or commence the work within the period as per Contract or refuse to accept the Contract.
- 8.2.3** EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" of BHEL or Extant GeM incident Management Policy and forfeited/ released based on the action as determined under these guidelines.

8.3 EMD shall not carry any interest.

8.4 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

8.5 Cash portion of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/ FDR shall be retained by BHEL until the receipt of the Security Deposit.

9 SECURITY DEPOSIT

9.1 Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.

9.2 The Security Deposit shall be furnished before start of the work by the contractor.

9.3 The required Security Deposit may be accepted in the following forms.

- a. Cash (as permissible under the extant Income Tax Act).
- b. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c. 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).
- d. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- e. 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). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.
- f. Insurance Surety Bonds.

Note:

- i. 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.
- ii. Bidder is required to submit Security Deposit within seven (07) days of Contract. In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill.

9.4 The Security Deposit shall not carry any interest.

9.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

- a. The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- b. Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.
- c. The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.

9.6 The validity of Bank Guarantees towards Security Deposit shall be valid till actual completion of work + 3 months.

9.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL by giving prior notice to the contractor.

10 RETURN OF SECURITY DEPOSIT

Security Deposit shall be released to the contractor three (03) months after fulfilment of contractual obligations as per terms of the contract including after deducting all expenses / other amounts due to BHEL under the contract. **Contractor has to claim the return of security deposit from BHEL and provide No claim certificate in prescribed format (Annexure D).**

11 BANK GUARANTEES

Wherever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

11.1 Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.

11.2 The Bank Guarantees shall be as per prescribed formats.

11.3 It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL officials. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.

11.4 In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by BHEL officials issuing the Contract.

11.5 In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.

11.6 Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.

11.7 The Original Bank Guarantee shall be submitted to BHEL officials. Subcontracting Department of CPC (Central Procurement Cell) - PSHQ of BHEL unless specified otherwise in TCC.

12 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of **TWO (02) MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

13 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the start date of GeM contract issued on GeM portal.

The acceptance of order on GeM Portal will be considered as acceptance of contract with all scope, terms & conditions and rates.

14 REJECTION OF TENDER AND OTHER CONDITIONS

14.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:

14.1.1 To reject any or all of the tenders.

14.1.2 To split up the work amongst two or more tenderers as per NIT.

14.1.3 To award the work in part if specified in NIT.

14.1.4 In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

14.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.

14.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India/ GeM. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of BHEL will be final in this regard.

14.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel or continue such tender. Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause.

14.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

14.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

14.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

14.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

14.9 The successful tenderer (Contractor) shall not sub-contract any portion of work detailed in the tender specification undertaken.

14.10 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

15 INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

16 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Laws of India, the Civil Court having original Civil Jurisdiction at Mumbai.

17 ISSUE OF NOTICE

17.1 Service of notice to the Contractor

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Email/ Registered Post/Speed Post to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such dispatch or display posting or leaving of the notice as the case may be shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

17.2 Service of notice to BHEL

Any notice to be given to BHEL under the terms of the Contract shall be served by sending the same by Registered/AD or Speed post/Email to BHEL address or changed address as notified in writing by BHEL to the Contractor.

18 COMMENCEMENT OF WORK

18.1The contractor shall commence the work as per the time indicated in the GeM Contract and shall proceed with the same with due expedition without delay.

18.2If the contractor fails to start the work within stipulated time as per Contract or as intimated by BHEL, then BHEL at its sole discretion shall have the right to cancel the contract. The Earnest Money and/or Security Deposit furnished by the contractor to under this tender will stand forfeited without any further reference to him and without prejudice to BHEL's other rights and remedies under this contract and the applicable laws in this regard.

18.3All the work shall be carried out under the direction and to the satisfaction of BHEL.

19 PAYMENT

19.1Payment will be made as per actual no of container / Type of Container / FRT (as the case may be) shipped.

19.2All payments due to the contractors shall be made by e -mode only.

19.3After delivery of cargo as per tender terms and conditions, 100 % payment shall be paid within 45 days of submission of documents prescribed in special conditions.

19.4All the Bills like Freight Bills, THC, CFS etc. must be in the name of respective importing BHEL unit whose GSTIN is appearing in BL/AWB/BE. Paying authority will be BHEL ROD Mumbai.

20 TAXES & DUTIES

20.1The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value (i. e. amount paid by BHEL + overhead)

However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

20.2GST (Goods and Services Tax)

20.2.1 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL

shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.

20.2.2 Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

20.2.3 Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.

20.2.4 Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.

20.2.5 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -

- a. Supply of goods and/or services have been received by BHEL.
- b. Original Tax Invoice has been submitted to BHEL.
- c. Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
- d. In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
- e. Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice.
- f. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B.

20.2.6 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.

20.2.7 TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.

20.2.8 Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permit, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

20.2.9 Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

20.2.10 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/ altered/ deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.

20.2.11 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to noncompliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.

20.2.12 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.

20.3 Variation in Taxes & Duties:

20.3.1 Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

20.3.2 In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.

20.3.3 In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

20.4 Income Tax:

TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.

21 RIGHTS OF BHEL

21.1 BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

21.2 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to fulfil BHEL's commitment to its customer or the date of completion is advance due to other emergent reasons/ BHEL's obligation to its customer.

21.3 Where the contractor fails to deploy adequate resources manpower to meet the contractual target, BHEL reserves the right to deploy resources manpower to meet project timeline such shortfall, through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor. Fulfilling of all obligations towards payments and other statutory compliances related to such resources manpower shall be the contractor's responsibility. In case of contractor's failure to fulfil his obligations in respect of such resources manpower, BHEL shall be entitled to take action as provided herein.

22 BREACH OF CONTRACT, REMEDIES AND TERMINATION

The following shall amount to breach of contract:

22.1 Non-supply of material or services/ non-completion of work by the contractor within scheduled delivery/ completion period as per contract or as extended from time to time.

- 22.2** The contractor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- 22.3** The contractor delivers equipment/ material not of the contracted quality.
- 22.4** The contractor fails to replace the defective equipment/ material/ component as per guarantee clause.
- 22.5** Withdrawal from or abandonment of the work by the contractor before completion as per contract.
- 22.6** Assignment, transfer, subletting of Contract by the contractor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 22.7** Non-compliance to any contractual condition or any other default attributable to contractor.
- 22.8** Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Work Order/ Contract either in whole or in part thereof without any compensation to the contractor.
- 22.9** Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- 22.10** Contractor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note- Once BHEL considers that a breach of contract has occurred on the part of contractor, BHEL shall notify the contractor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

22.11 Remedies in case of Breach of Contract.

- 22.11.1** Wherein the period as stipulated in the notice issued under clause 22 has expired and Contractor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- 22.11.2** Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.
- 22.11.3** Wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

22.11.4 In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Contractor.

22.11.5 If Contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:

- a. From dues available in the form of Bills payable to defaulted Contractor against the same contract.
- b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.

22.11.6 In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted Contractor.

22.11.7 It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Contractor for the purpose of estimation of damages.

22.11.8 In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note: The defaulting contractor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

- a. In case defaulted contractor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- b. In case defaulted contractor is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.

22.12 In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in scope of work.

22.13 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, whatsoever.

22.14 Whenever any Claim or Claims for payment of any sum of money(s) arises under this or any other contract against the contractor, BHEL shall be entitled to withhold and also have a lien to retain such sum of money(s) in whole or in part from any money(s) payable to contractor and/or security deposits furnished or deducted in cash from the bills of contractor, (if any) under this contract. In the event of the securities or the amounts payable to Contractor, being insufficient to cover BHEL claims, then BHEL shall be entitled to withhold and have a lien to the extent of such claims from any sum or sums found payable or which at any time thereafter may become payable to the contractor under this or any other contract with BHEL.

22.14.1 Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually

incurred by BHEL in fulfilling the contractual responsibilities of contractor under the contract, to which he has failed to fulfil plus applicable overheads (@ 5%) along with interest as applicable under the Contract on total amount (i.e. money actually incurred plus overheads)

22.14.2 It is an agreed term of the contract that, the sum or sums of money so withheld or retained under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this or any other contract are finally adjudicated either through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. Intimation given by BHEL Engineer regarding withholding of such money(s) shall be considered as sufficient and relevant date for all purposes. No Interest shall be payable on such sum(s) of money which becomes due or as the case may be adjudged to be due from BHEL to Contractor, whether under contract or otherwise.

22.14.3 Where the contractor is a partnership firm, BHEL shall be entitled to withhold and also have a lien to retain towards such claims in whole or in part, from any other money(s) payable to any partner, whether in his individual capacity or otherwise.

22.14.4 If any money(s) shall, as a result of any claim or application made under the relevant provisions of any Labour Welfare Act and/ or Rules, including but not limited to Contract Labour Regulation & Abolition Act, Minimum Wages Act, Payment of Gratuity Act, BOCW (RE&CS) Act, Provident Fund Act, Employee State Insurance Act, be directed to be paid by BHEL, such money shall be deemed to be moneys payable to BHEL by the Contractor.

22.14.5 Where the Contractor fails to repay to BHEL such moneys along with applicable overheads (@ 5%) and interest, as aforesaid within seven days of being demanded, BHEL shall be entitled to recover the same from Contractor's bills/ Security Deposit or any other money(s) payable to Contractor under this Contract or any other Contract with BHEL.

22.15 While every endeavour will be made by BHEL to this end, yet BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

22.16 BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:

- a. Suspension of work(s) at a Project either by BHEL or Customer, or
- b. Where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months

In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.7.2.2. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

22.17 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, material/ cargo etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract.

Note: The Contractor shall not be eligible for any compensation on account of short closure of contract.

23 SETTLEMENT OF DISPUTE

23.1 If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

23.2 If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of BHEL Conciliation Scheme 2018 as per Clause 23.3.

23.3 CONCILIATION:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. 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 - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

23.4 ARBITRATION:

23.4.1 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 Clause 21.1 herein above 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, refer the disputes to Arbitral Institution identified by BHEL, ROD Mumbai and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

23.4.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to

arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

23.4.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions identified by BHEL, ROD Mumbai and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

23.4.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

23.4.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at Mumbai.

23.4.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Mumbai.

23.4.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

23.4.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

23.4.9 In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

23.4.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

23.5 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. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

23.6 NO INTEREST PAYABLE TO CONTRACTOR

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances

including but not limited to the Security Deposit, EMD, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

24 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

24.1The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Customs Laws, The Indian Carriage of Goods by Sea Act, 1925 (“COGSA”), the Multimodal Transportation of Goods Act, 1993 (“MTGA”) and the Indian Bills of Lading Act, 1856, Custom broker Act,, Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer’s Liability Act, Industrial Disputes Act, Employers Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers’ Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law. The Contractor shall without any fail maintain all the registers/records in proper formats as per all the Acts, Rules and Regulations mentioned in this clause.

24.2The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.

24.3The contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.

24.4The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

25 INSURANCE

25.1BHEL/their customer/supplier shall arrange for insuring the materials/properties of BHEL/customer/supplier covering the risks during transit, storage, erection and commissioning.

25.2It is the sole responsibility of the contractor to insure materials, equipment, workmen etc. engaged by contractor, against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen’s compensation Act. The work will be carried out abiding by all extant rules and regulations in India and outside India during execution.

25.3If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.

25.4The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In

case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody. BHEL shall arrange for insuring the materials/properties of BHEL covering the risks during transit, storage, erection and commissioning.

25.5 It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL / Port rules & regulations in the Port area of project which are in force from time to time will have to be followed by the contractor.

25.6 If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.

25.7 Transit Insurance of material is in BHEL scope. 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 property, if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

26 FORCE MAJEURE

26.1 "Force Majeure" shall mean circumstance which is:

- 26.1.1** Beyond control of either of the parties to contract,
- 26.1.2** Either of the parties could not reasonably have provided against the event before entering into the contract,
- 26.1.3** Having arisen, either of the parties could not reasonably have avoided or overcome, and is not substantially attributable to either of the parties And Prevents the performance of the contract,

26.2 Such circumstances include but shall not be limited to:

- 26.2.1** War, hostilities, invasion, act of foreign enemies.
- 26.2.2** Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- 26.2.3** Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- 26.2.4** Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- 26.2.5** Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- 26.2.6** Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- 26.2.7** Epidemic, pandemic etc.

26.3 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

26.4 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of

the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

26.5The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

26.6Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

26.6.1Constitute a default or breach of the Contract.

26.6.2Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

26.7BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, contractor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

27 SUSPENSION OF BUSINESS DEALINGS

27.1BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines / GeM Incident Management policy issued from time to time. BHEL suspension policy can be viewed at below web address:
<https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors>.

27.2The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

27.3If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, 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 tampers the tendering process 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, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of BHEL available on www.bhel.com and / or under applicable legal provisions.

28 CLOSING OF CONTRACTS & USP PORTAL

The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at <https://suvidha.bhel.in/suvidha/>.

29 UNIFIED SUPPLIER PAYMENT (USP) PORTAL

29.1This portal marks a significant step forward in enhancing our collaboration with suppliers and contractors by providing a transparent and efficient platform with regard to access for the invoices submitted, payments made, deductions (if any), objections (if any), status of invoices under verification, etc. This initiative is aimed at providing a seamless experience and fostering stronger partnerships with our suppliers/ contractors.

29.2 USP Portal offers BHEL's success partners a comprehensive overview of various invoices submitted by them and also provides status on payments, deductions (if any) with reasons, if under Process, any objections, if invoices rejected, etc

29.3 The USP Portal can be accessed via the URL uspp.bhel.in

29.4 The supplier/ contractor has to login using their Permanent Account Number (PAN).

29.5 Login is facilitated through a One-Time Password (OTP), which can be received on any of the registered Email IDs of the supplier (available in BHEL database) which is linked with the registered PAN. If the PAN or email ID is not registered, the supplier/ contractor can contact the concerned Unit/ Region/ Division where the invoice was submitted for updation in database. In case of any login issues, you may contact us at usdc@bhel.in

30 LIMITATION ON LIABILITY

Notwithstanding anything to the contrary in this Contract or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. The Contractor shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, performance, T&P etc. due from the contractor.

31 Non-Disclosure Agreement (NDA):

The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress.

32 FRAUD PREVENTION POLICY

Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <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.

33 ORDER OF PRECEDENCE

33.1 In the event of any ambiguity or conflict between the contract Documents, the order of precedence shall be in the order below:

- a. Contract agreement with its Amendments/ Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract & Scope of Work (TCC)
- e. Special Conditions of Contract (SCC)
- f. General Conditions of Contract (GCC)

34 DETENTION OF THE CARRIER:

34.1 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.

34.2 In case of non-availability of vehicles/crane/lifting equipment's 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.

34.3 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/cranes/ tools & equipment's etc., the trucking & terminal handling charges will be to bidder's accounts.

35 License/Permission/Registration:

35.1Wherever any License /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 License/ 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.

35.2It 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.

35.3The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

35.4No 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.

35.5The Contractor is responsible for safe transportation of the goods. Bidder shall effect open delivery of the cases of major damage after completing the due processes.

35.6The Contractor will ensure that damaged cases are repacked properly while in their custody, after completing the survey by the relevant authorities as directed by BHEL.

36 ARRANGEMENT OF SHIP//TRUCK/TRAILOR/AXELS:

36.1The Bidder shall arrange the vessel i.e. ship(s)/ (s)/ Truck(s)/ Trailer(s) /Axel(s) on specific intimation(s) from BHEL in writing or the time/schedule indicated in the 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.

36.2Before arrival of the vessel, the Bidder will inspect the cargo available in Port whether under the custody of the Bidder or BHEL or its supplier or any other authorized representative and ensure its sea worthiness. Any deficiency in this regard shall be brought to the notice of BHEL in writing suggesting remedial measures to enable BHEL to make it sea worthy. Alternatively, such action can be taken by the Bidder after obtaining written approval of BHEL to the action as well as to the cost. Such cost incurred by the Bidder shall be reimbursed by BHEL to the Bidder, if agreed. After such remedial measures, the Bidder shall be responsible for loading of the cargo on the Ship arranged by the Bidder.

36.3The Bidder shall also intimate BHEL in writing about the documents required for loading of the cargo on the vessel. He will be responsible for examination of all the required documents

before arrival of the vessel and any discrepancy in the same shall be attended to by the Bidder / BHEL in time to ensure loading on the vessel arranged by the Bidder as per cl.5.1 above.

36.4 Contractor should use carrier having good track records of timely delivery.

37 Time Limit for Submission of Bills:

37.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (3) three months of such service by submission of hardcopy of bills to BHEL office with all requisite attachments. 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.

37.2 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 (3) three months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated 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.

37.3 However, in case of any specific issue over which the Bidder had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of BHEL Competent Authority, notwithstanding what has been laid down in the Clause on Payment. The decision of BHEL Competent Authority shall be final and binding on the Bidder

38 Safety of Men, Equipment, Material & Environment:

38.1 All safety rules, codes applied by BHEL/ port/CFS/ICD etc 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.

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

38.3 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.

38.4 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to property. If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, contractor shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the contractor.

38.5 The Contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person during execution of the contract due to lapses by the bidder, the victim and/or his/her dependents shall be compensated by the bidder as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on

bidder and recover the same from payments due to the bidder for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the bidder for presenting his case. Above safety conditions are not exhaustive but gives an idea for the bidder and bidder shall adhere to all safety precautions warranted for the execution of the contract.

38.6The Bidder shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time related to execution of this contract. Bidder shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.

39 Original Bill of ladings or Airway bill:

39.1All **Original Bill of ladings or Airway bill** should be issued as per UCP 600.

39.2Following should mentioned in the BL/AWB: 1] IEC of BHEL, 2] GSTIN of importing unit, 3] Email address of consignee, 4] Details of all invoice/s, 5] BHEL's PO no/s 6] L/C no with date, 7] HS code of goods, 8]In notify section of BL/AWB, BHEL ROD Mumbai email address msair@bhel.in for air shipment and mssea@bhel.in for sea shipment should be incorporated. 9] Dimensions and weight with package nos. etc. 10] Importing unit coordinators e-mail ID as per General information of section I., 11] container detention free days, 12] in case of pallet no. of packages in each pallet.

39.3Draft BL /AWB should be approved from BHEL units/supplier before final BL/AWB is issued.

39.4There should be no discrepancy in BL/ AWB w.r.t details of packing list.

39.5There should be no discrepancy in BL/AWB w.r.t details of IGM filed with customs.

39.6Where the packages are in pallet then no of boxes / packages in each pallet should be clearly mentioned in BL/AWB.

40 CANCELLATION OF THE CONTRACT:

40.1BHEL 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.

40.2BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging barge/vessel and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of Bidder leading to cancellation of contract.

40.3If the Bidder fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract and recover from the Bidder any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the BIDDER under the contract.

40.4BHEL has the right to either short close the contract or terminate the contract at its discretion without assigning any reason to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination

40.5BHEL shall claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

40.6In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, BHEL 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.

41 CONGESTION AT PORTS

In case of any congestions at load / discharge port, the Contractor to do all necessary work for priority vessel/barge berthing. BHEL shall not be responsible for any vessel/barge idling /Vessel detention charges due to delay in berthing including (1) Delay in allocation of berth at load / discharge port (2) Delay in berthing of the vessel/barge due to non-availability of the customs clearance documents (3) Delay in berthing for want of arrangement of requisite Trucks/ Trailers / Barges/ Crane etc. for direct delivery from the vessel/barge. No congestion charges will be paid.

42 STATUS/PROGRESS REPORTING OF THE CONTRACT:

42.1The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the Contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.

42.2The daily reports shall clearly indicate the cargo status, vessel status, customs clearance status work force deployed, category-wise, specifying also the activities in which they are engaged etc.

42.3Weekly progress review meetings will be held at any suitable location during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the Contractor shall present program of subsequent week. The Contractor shall constantly update/revise his work program to meet the overall requirement.

42.4During execution Contractor shall take colour digital photograph on mobile and forward on WhatsApp/email etc for each milestone every month/fortnight/week as applicable for all important activities of the works during progress and after reaching of consignment at major locations.

42.5Successful contractor has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in Removable hard disk (as per requirement) and handed over to BHEL on monthly basis, if required.

42.6The contractor shall be bound to report movement progresses of all shipments through electronic communication systems such as Fax, Mobile telephony/STD phones/Roaming cell phones, email, web-based monitoring system or any other mode desired by BHEL at regular intervals.

43 SHORT – LANDED OR DAMAGED GOODS

43.1It 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.

43.2In 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.

43.3The Contractor is responsible for safe handling and transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.

43.4The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

44 JOINT SURVEY

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, /Company 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. 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 / Company to which the container belongs to at the time of accident.

45 STACKING AND TILTABILITY OF CARGO/PACKAGES:

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.

46 GRIEVANCE REDRESSAL MECHANISM

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with BHEL.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Section I of Notice Inviting Tender (NIT)/Contract.

Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix."

SECTION V
PQR and TECHNO- COMMERCIAL BID

Offers of parties not meeting the below requirement will be rejected.

| Sn | Description | | | | | Remarks | | | | | | | | | | | | | |
|---|---|-------------------|---------------|--|-----------------------|---|------|-----------------------------------|-------------------|---------------|--|-----------------------|---|--|--|--|--|--|--|
| Qualification Criteria | | | | | | | | | | | | | | | | | | | |
| 1. | Valid AEO certificate in 'Customs Broker' Category from Customs in the name of Party. Certificate should be valid for minimum 3 months from the date of publication of NIT. | | | | | Self-attested Copy to be uploaded | | | | | | | | | | | | | |
| 2. | Valid CHA license registered with JNCH (Jawaharlal Nehru Customs House)/ NCH (New customs House) Mumbai / Mumbai Airport Custom with Minimum continuous experience of 07 years in CHA operations issued by Customs in their name (ending last day of month previous to the one in which the tender was due for opening). | | | | | Self-attested Copy to be uploaded | | | | | | | | | | | | | |
| 3. | Should have registered with MBPA for its PD account in EBS(IPORTMAN) in the name of bidder. | | | | | Self-attested Copy to be uploaded | | | | | | | | | | | | | |
| 4. | Bidder must have an average annual turnover not less than Rs 22.22 Lacs for the last 3 years. (i.e. average for year 2021-22, 2022-23 & 2023-24). In case Bidder does not have audited financial results for any particular year, then the average annual turnover shall be calculated by taking that year(s) turnover/Revenue from operation as Zero and the total shall be divided by 3. | | | | | Copy of audited financial statements with P & L to be submitted with UDIN no or CA certificates in prescribed format with UDIN number to be submitted. | | | | | | | | | | | | | |
| 5. | Bidders must submit proof of successfully executed or ongoing " Contract inclusive of custom clearance in India " in last 7 years (ending last day of month previous to the one in which the tender was due for opening) as per following (i) Three contracts of value not less than Rs 29.63 lakh each OR (ii) Two contracts of value not less than Rs 37.04 lakh each OR (iii) One Contract of value not less than Rs 59.26 lakh NOTE: Details of the customer with email, contact details and office address are also required for verification. In case completion certificate are not verified within 3 working days from the date of BHEL clarification email to the bidder due to any reason, then such bids are liable to be rejected. | | | | | Copies of satisfactory completion certificate/Work Order indicating the value of completed work from customer to be uploaded. | | | | | | | | | | | | | |
| 6. | Declaration of having a closed & covered warehouse within MMR region with a capacity to store at least 2000 Sq Ft. at any point of time and open warehouse having space approx. 10000 Sq Ft. as per tender terms and condition. | | | | | Documents corresponding to ownership/ lease / rent to be submitted. or Support letter from the firm from whom it be leased/ rented /hired / by the bidder as per Annexure E | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S No</th> <th style="width: 20%;">Details of Warehouse with address</th> <th style="width: 10%;">Area in Sq. meter</th> <th style="width: 10%;">Open or close</th> <th style="width: 20%;">Facilities at warehouse (forklift, crane, electricity, labor, manpower water, sitting area, wifi, etc)</th> <th style="width: 10%;">Owned/ rented/ leased</th> </tr> </thead> <tbody> <tr> <td colspan="7">Details of owner of leased warehouse with contact no. and email to be shared, M/s BHEL may verify agreements/ arrangements furnished with warehouse owners. Warehouse may also be verified physically by BHEL team.</td></tr> </tbody> </table> | | | | | | | S No | Details of Warehouse with address | Area in Sq. meter | Open or close | Facilities at warehouse (forklift, crane, electricity, labor, manpower water, sitting area, wifi, etc) | Owned/ rented/ leased | Details of owner of leased warehouse with contact no. and email to be shared, M/s BHEL may verify agreements/ arrangements furnished with warehouse owners. Warehouse may also be verified physically by BHEL team. | | | | | | |
| S No | Details of Warehouse with address | Area in Sq. meter | Open or close | Facilities at warehouse (forklift, crane, electricity, labor, manpower water, sitting area, wifi, etc) | Owned/ rented/ leased | | | | | | | | | | | | | | |
| Details of owner of leased warehouse with contact no. and email to be shared, M/s BHEL may verify agreements/ arrangements furnished with warehouse owners. Warehouse may also be verified physically by BHEL team. | | | | | | | | | | | | | | | | | | | |
| 7. | The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com . Bidder to submit below self – certification: "We/I declare that our firm has not been Suspended for business dealing by BHEL and we/I do not engage services of any banned firms available on www.bhel.com as on date of publication of NIT." | | | | | A self-certification should be submitted by the bidder indicating compliances. Date to be mentioned on certificate. | | | | | | | | | | | | | |

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| 8. | The bidder has to submit below self- certification on company letter head. "We/I declare that our firm have not been admitted under <u>insolvency resolution</u> process or liquidation under insolvency and bankruptcy code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority. Authorities as on date of publication of NIT". | A self-certification should be submitted by the bidder indicating compliances. Date to be mentioned on certificate. |
| 9. | Bidder has to maintain confidentiality of all documents shared with respect to this tender. The contractor is required to submit below non-disclosure agreement on their letter head signed by authorized signatory. "Subject to the provision of this agreement, all information disclosed by BHEL to the(contractor name), shall be deemed confidential information for the purpose of this agreement. The(contractor name) represents and warrants that it shall protect the confidential information received with utmost care and diligence. All the confidential information shall be promptly returned to the disclosing party after the need for it has expired or upon request of the disclosing party, and in any event, upon completion or termination of this agreement." | The contractor is required to submit below non-disclosure agreement on their letter head signed by authorized signatory. |
| 10. | The Bidder is required to state the following on company letter head: "We/I certify and confirm that we/I are not related party as per the provisions of Companies Act, 2013 with regard to Related Party Transactions as on the publication of the NIT. We/I confirm we/I have gone through the latest list of Directors, Key Managerial Personnel and Joint ventures/subsidiaries that is available in BHEL web site." | A self-certification should be submitted by bidder. Date and tender no. to be mentioned on the certificate |
| 11. | The Bidder must have fully operational office in Mumbai Metropolitan Region (MMR) with minimum 10 nos. of staff handling Operations activities. Bidder to submit following undertaking on company letter head: "We certify and confirm that we are having a fully operational office in MMR for last 7 years (ending last day of month previous to the one in which the tender was due for opening) with minimum staff of 10 nos." Name, Address, email and contact details of current company office in Mumbai Metropolitan Region (MMR). 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 Breach of contract. | Electricity Bill/ Telephone Bill/ Rent agreement or any other document verifying the same. Date and tender no. to be mentioned on the certificate |
| 12. | Bidders having a conflict of interest shall not be eligible to participate in the tender process. In this regard, bidder is required to submit declaration regarding 'conflict of interest' i.e. Annexure-B (Format enclosed) on company letter head. | A self-certification should be submitted by bidder. Tender no. and Date to be mentioned on the certificate |
| 13. | No deviation letter: No deviation letter duly signed and stamped on letter head is to be uploaded. | On letter head to be Uploaded |
| 14. | Authority Letter: An authority letter / POA indicating that the person signing the tender documents is the duly authorized by the company/firm. Format for authority letter is given as Annexure A. | To be provided |
| 15. | Tender Documents: 15.1 Entire tender document along with GeM bid, Corrigendum, if any to be uploaded 15.2 Section V – PQR & Techno Commercial to be signed and stamped | To be submitted |

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| 16. | Fumigation Agent details: a. Copy of certificate of registration from ministry of agriculture to be submitted. b. In case fumigation service to be outsourced then Copy of certificate of Registration of Fumigation agency from Ministry of Agriculture along with letter of support to be submitted. | Details to be submitted as applicable |
| 17. | MSE Parties to submit valid UDHYAM certificate. | To be submitted |
| 18. | Company Details i) PAN Number ii) GST Registration number iii) Bank E-mandate | Details to be submitted |
| 19. | Bidder must have handled at least 100 Bills of Entry /Shipping Bills of Engineering cargo of ACC Sahar/ New Customs House, Mumbai/ JNCH (includes DEEC, EPCG, PI, MEIS, RODtep/ Drawback, etc SBs etc.) per year in the previous three financial years. Bidder to submit copies of at least 5 nos. of Custom cleared BEs and SBs each. (Annexure C) | Self-certificate as per attached format to be uploaded (ref Annexure C) |
| 20. | Name & Address of the company along with contact details of Owner, Chairman, MD, CEO and directors. And Contact details of single point of contact. | Details to be submitted |
| 21 | Type of Ownership: Proprietorship or Partnership or Private Limited or Public Limited/ Central Undertaking or State undertaking or Any other (specify) Partnership deed in respect of Partnership firms: Copy to be uploaded if applicable Certificate of Incorporation in respect of Ltd Co: copy of certificate to be uploaded | Details to be submitted |

| Techno Commercial Bid | | |
|------------------------------|--|--------|
| 1. | Port charges has to be paid through contractor's PD Account. | Agreed |
| 2. | The order will be placed on maximum two parties due to operational exigency / efficiency as mentioned in the tender. | Agreed |
| 3. | Contractor has to coordinate with freight forwarder / Shipping line for schedule of flight/ vessel so that custom clearance of Import / Export can be done without demurrage / detention/ Dead freight. Contractor has to submit OBL/BRO, pay DO charges, THC charges, Gate pass charges, and Stamp Duty (all payments except customs duty) if required and same will be reimbursed by BHEL. The upper ceiling for such reimbursable payments is Five (05) lacs per Shipment. | Agreed |
| 4. | Indemnity: Contractor shall keep Company indemnified from all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the execution of the Contract. | Agreed |
| 5. | Validity of The Contract: as mentioned in Tender terms and Conditions. | Agreed |
| 6. | Cancellation of The Contract: As Specified in tender Terms & Conditions. | Agreed |
| 7. | Taxes: As Specified in tender Terms & Conditions. | Agreed |
| 8. | Offer Validity: The offer of bidders will be valid for 60 days from due date of tender and extension thereof. | Agreed |

| | | |
|-----|---|--------|
| 9. | GST shall be paid only on reflection in GSTR2B of BHEL GSTIN. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by Company due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor. | Agreed |
| 10. | Breach of contract, Remedies and Termination: As Specified in General Contract Conditions. | Agreed |
| 11. | FORCE MAJEURE As specified in the General Contract Conditions. | Agreed |
| 12. | The order will be placed only on one party due to operational exigency / efficiency. | Agreed |
| 13. | ARBITRATION: As Specified in the Tender terms and conditions | Agreed |
| 14. | Reverse Auction (RA) shall be conducted as per GeM reverse auction guideline. The final price percentage change (increase or decrease) received in RA will be applied uniformly on all rate schedules to arrive at the final price in each price bid schedule. | Agreed |
| 15. | The Bidder must be fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Laborer's Act / Child Labor Act / Mathadi board / Transporter board/ Customs and Port Procedure and all other relevant Acts, Rules and regulations of Maharashtra state and Govt. of India in course of their activities and whether they are being fully complied with. Also all handling equipment's are complying as per HSE compliance / ISO 9001/14000/OHSAS compliance. | Agreed |
| 16. | Scope of work mentioned in the tender document is illustrative and not exhaustive. Contractor will have to include all incidental works and costs, if any, in the price bid, incurred while executing the job. No other incidental/additional/non-scheduled charges will be payable by the company except as that mentioned in the price bid schedule. | Agreed |
| 17. | <p>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.</p> <p>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.</p> <p>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 both in load port country / discharge country and enroute.</p> | Agreed |

***Note:** If Bidder has submitted BHEL's contract and SD has been released, then that Work Order value will be treated as successfully executed contract.

SIGNATURE AND SEAL OF BIDDER

SECTION VI

PRICE BID

The bidder has to quote Lump Sum offer for entire scope inclusive of GST in INR.

The % Difference between Offered price and BHEL Estimate will be calculated based on lump sum price quoted by Bidder. This % will be applied uniformly on all schedule rates (Sch-S-01 to Sch-S-05) to arrive at final schedule rate which will form the part of the contract.

Please refer uploaded price break up schedule.

Note:

- a. *Decimal not to be quoted.*
- b. *The % of quoted in the price bid shall be uniformly applied to all Price Bid slab rates. (For Schedule Sch-S-01 to Sch-S-05)*
- c. *Price Bid Slab rates are inclusive of GST.*
- d. *No individual slab rate discount is permitted.*
- e. *Reverse Auction will be conducted on Lump Sum offer in price bid.*

| | | |
|--|---|--|
| | Projected cash flow for contract duration inclusive of GST | ₹ 74,08,640/- |
| | % Difference between Offered price and BHEL Estimate | Will be calculated based on lumpsum price quoted by Bidder |
| | | The above percentage will be applied uniformly on all rate schedules for example: if the % difference between projected cash flow and lump sum offer is 10% then all sch rates will increase by 10 % similarly if if the % difference between projected cash flow and lump sum offer is -10% then all sch rates will decrease by 10% |

Rate Schedule and Projected Load Data
Fixed Schedule of Rates: Sch-S-01 to Sch-S-05

| SEA & AIR IMPORT/EXPORT DOCUMENTATION AGENCY CHARGES | | | | | | |
|---|---|--------------------------------|--|--------------------------------------|----------------------------------|---|
| SCH. -S-01 | Detail of operations | Description/ UOM | Projected Load Data for Contract Duration | Sch rates excl of GST | Sch rates incl of GST | Projected Cash Flow for contract duration incl GST |
| 1a | Processing of all types of BE/SB till Out of charge/LEO including DCS/Bond debit etc. | Rates Per BE/SB | 591 | 1231 | 1452 | 858405 |
| 1b | Processing charges for Back to Town clearance at JNPT/MBPT/Airport | Rates Per SB | 1 | 4127 | 4870 | 4870 |
| 2 | Any initial type of submission of Bonds/ undertaking etc. against BE/SB (Excluding stamp paper cost & notary charges) | Rate per Undertaking /bond | 15 | 688 | 811 | 12169 |
| 3 | Registration of Advance authorisation / EPCG/FMS/MEIS/DCS Licence or any other licence or documents. | Rate per Licence | 2 | 2134 | 2518 | 5036 |
| 4 | Initial PI Registration (PI) at Customs. | Rate per PI Registration | 4 | 13299 | 15693 | 62771 |
| 5 | Registration of amendment to PI/ licence or Extension of bond. /licence/ registration of additional bond | Rate per amendment / Extension | 12 | 1025 | 1210 | 14517 |
| 6 | Charges for opening of package for customs examination & repacking (including labour, carpenter and handling) | Rate Per Package | 246 | 583 | 688 | 169296 |
| 7 | Minor Repair of Packages by the way of Strapping / plastic wrapping (certification of BHEL representative is required) | Rate Per Package | 246 | 574 | 678 | 166645 |
| 8 | Repair of package if required. (Done by authorised parties working at Docks/CFS). Reimbursement will be done on production of original receipt of said authorised agencies (advise from BHEL/ email/ certification for the activity required) | Actual as per receipt | at actual reimbursement | 0 | | 0 |
| 9 | Storage: Cargo storage Charges, payable on the maximum FRT cargo, starting from 2nd week, from receipt of first package of the consignment in Warehouse. For volumetric weight less than 1 FRT, payment will be made for 1 FRT. (1st week storage shall be free). Note: Rates for storage of Haz cargo will be 1.5 times of general cargo rates. The payment will be made shipment wise | Per week per FRT | 911 | 195 | 230 | 209299 |
| 10 | Cancellation of Auction sale notice. | Per BE/SB | 1 | 1839 | 2170 | 2170 |
| 11 | Notary charges for notarising documents. | per document | 25 | 224 | 265 | 6620 |

| | | | | | | |
|--------|--|---------------------|-------------------------|-------|-------|-------|
| 12 | Rates for processing of challan for duty and interest against Advance licence/ PI/ Power Cert/Others wherein customs have issued notice or Suo Moto. or BHEL makes excess duty payment. | Rate / BE | 50 | 958 | 1131 | 56528 |
| 13 | Coordination Charges for processing of manifest amendment (Inclusive of documents collection from carrier and submitting documents to customs and follow up with customs). These charges are exclusive of Customs receipted fees, fine & penalty. | per amendment | 1 | 1731 | 2043 | 2043 |
| 14 | Rates for clearance of post parcel consignment including all charges for handling, shifting to BHEL nominated place. Actual postal/courier charges if any, will be reimbursed at actual on production of receipt. | per post parcel | 1 | 1335 | 1576 | 1576 |
| 15 | Speedy/Fast Courier through DHL, Blue Dart etc for sending documents etc. to outstation BHEL/units or other offices would be reimbursed at actual on production of original invoice & receipt with GST No. (advise from BHEL/ email/ certification for the activity required) | per courier receipt | at actual reimbursement | 0 | | 0 |
| 16 | Re-assessment/amendment of BE/SB by way of addition of Invoice or any other details as advised by BHEL excluding custom receipted charges which shall be reimbursed at actual. | Rate per BE/ SB | 12 | 1583 | 1868 | 21480 |
| 17 | Charges for the extension or closure of : a] The Bonding period under sec 59/69 b] Re-export Bond submitted to custom while temporary import of goods. C] Power certificate bond closure | Per amendment | 5 | 1349 | 1591 | 7957 |
| 18 | Rate for obtaining permission from various agencies including customs/port/shipping company to take DPD delivery of containers from JNPT port excluding indemnity bond charges which shall be paid at actual | Per BL | 127 | 505 | 596 | 75664 |
| 19 | Transport charges (including any challan) of cargo from MBPT /CFS /ICDs, ACC, JNPT-CFS etc. to Warehouse (ODC Shipments) in and around MMR. Vehicle deployment to be certified by BHEL. | | | | | |
| 19 (a) | Trailer -20' | per vehicle | 2 | 12795 | 15098 | 30197 |
| 19 (b) | Trailer -40' | per vehicle | 2 | 15901 | 18763 | 37525 |
| 20 | Charges for obtaining debit sheet (Hard Copy) from customs for EDI registered DEEC/EPCG/FPS/FMS/MEIS/RoDTEP/ PI/SEIS/etc. | Per licence | 15 | 1057 | 1247 | 18711 |
| 22 | Charges for the Reconstruction of the BE/ SB including all activities like FIR, bond and re-generation of EOOC copy if required, Custom charges shall be paid as per actuals against receipt. | Per BE/SB | 1 | 4833 | 5703 | 5703 |
| 23 | Charges for obtaining NOC from Custom for removing ALERT / other claims | Per NOC | 15 | 1595 | 1882 | 28232 |

| | | | | | | |
|--------------------|--|--|-----|------|------|---------|
| 24 | Processing of Export Incentive claims Duty drawback claims for particular case as per instruction of BHEL | Per SB | 4 | 1950 | 2301 | 9204 |
| 25 | Fumigation of Export packages (Charges for Minimum 2 CBM will be paid, for shipments having CBMs higher than 2 CBM; payment will be as per actual CBM.) | Per CBM | 316 | 358 | 422 | 133305 |
| 26 | Weighment of Export Packages (For weighment procedure when weighment is ordered including loading and unloading involved. For weight of less than 1 FRT, payment will be made for 1 FRT) (Min facility available up to 10MT) | per FRT | 10 | 512 | 604 | 6036 |
| 27 | Service charges for marking/ changing markings on packages as per BHEL instructions | | | | | |
| 27 (a) | Inside Docks/Airport/port/CFS/ICD | Per pkg | 12 | 469 | 553 | 6635 |
| 27 (b) | Inside Warehouse | Per pkg | 13 | 363 | 428 | 5568 |
| SCH-S-02 | HANDLING CHARGES SCHEDULE | | | | | |
| SCH-S02(A1) | HANDLING CHARGES SCHEDULE UPTO 20 MT: IMPORT/EXPORT AT MBPT, MBPT's CFS/ICDs, MULUND CFS, JNPT's CFS/ICDs, ACC CUSTOMS BONDED AREAS AND CONTRACTORS WAREHOUSE etc | | | | | |
| 28 | General Cargo Handling charges per FRT for a single package up to 20 MT | charges per FRT | 911 | 613 | 723 | 1317280 |
| | Note: | <ul style="list-style-type: none"> Unloading/Loading from/onto vehicles at places mentioned above. (1 handling charges = 1 loading or 1 unloading) Billing to be based on the Package CBM / weight whichever is higher. For scheduled employments, Contractor shall engage the services of contractor/labour as per Maharashtra Mathadi, Hamal and other Manual Worker Act 1969, if needed. (No extra charges payable). Handling of Cargo belonging to the category of Non-Ferrous like Copper, Nickel, Zinc, metal other than steel and iron (if arriving at contractor Warehouse) will be done by Mathadi labour Toli No M07. Company will make direct payment, in case their services are utilised, for such cargo as per the scheduled rates of Mathadi Labour board. 1 FRT Ton (1 CBM) = 1 MT. Minimum payment of One FRT per Package will be payable. Handling charges are inclusive of all non- scheduled charges or any other charges levied at port/ CFS/ carting point/ Terminal. Handling charges are inclusive of equipment charges, if applicable. Rates for handling charges of Haz cargo will be 1.5 times of general cargo rate. Rates for handling charges of ODC cargo will be 1.5 times of general cargo rate. In any case, the handling charge for any ODC package up to 20 MT shall not exceed the handling charges specified under Schedule-S02 (A2), Sl. No. 31. If the applicable handling charges exceed the rates prescribed under Schedule-S02 (A2), Sl. No. 31, only the charges mentioned therein shall be payable. | | | | |
| SCH-S02(A2) | LUMPSUM CHARGES FOR HOOK DELIVERY | | | | | |

| | | | | | | |
|--------------------|---|---------------|-----|--------|--------|--------|
| 29 | LUMSUM CHARGES for coordination for direct loading onto / from ship by ship crane (Hook Delivery) into/from vehicles placed by BHEL (Including obtaining all permissions) per BE | per BE /SB | 50 | 2270 | 2679 | 133954 |
| 30 | Charges for on trailer examination after Hook delivery at port | per BE/ SB | 5 | 5000 | 5900 | 29500 |
| SCH-S02(A3) | HANDLING CHARGES SCHEDULE ABOVE 20 MT GENERAL CARGO (SINGLE PIECE HEAVY LIFTS): IMPORT/ EXPORT AT MBPT, MBPT's CFS/ICDs, MULUND CFS, JNPT's CFS/ICDs, ACC CUSTOMS, BONDED AREAS AND CONTRACTOR WAREHOUSE | | | | | |
| | Unloading/Loading from/onto vehicles at places mentioned above. (1 handling charges = 1 loading or 1 unloading) | | | | | |
| 31 | Above 20 to 30 MT (W/M) | per piece | 2 | 13167 | 15537 | 31073 |
| 32 | Above 30 to 50 MT (W/M) | per piece | 2 | 27833 | 32843 | 65687 |
| 33 | Above 50 to 100 MT(W/M) | per piece | 1 | 53333 | 62933 | 62933 |
| 34 | Above 100 to 150 MT(W/M) | per piece | 1 | 93333 | 110133 | 110133 |
| 35 | Above 150 to 200 MT(W/M) | per piece | 1 | 166667 | 196667 | 196667 |
| 36 | Above 200 to 250 MT(W/M) | per piece | 1 | 231667 | 273367 | 273367 |
| 37 | Above 250 to 300 MT(W/M) | per piece | 1 | 350000 | 413000 | 413000 |
| | Note: <ul style="list-style-type: none">Refer to sl no 3,4 and 5 of Note to schedule SCH.-S-02(A1)Handling charges for bonded warehouse will be payable for cases where BHEL does not pay handling (loading/unloading) charges to CFS directly.Rates for handling charges of Haz cargo will be 1.5 times of general cargo rate. | | | | | |
| SCH-S-03 | SERVICE CHARGES SCHEDULE | | | | | |
| | IMPORT: CONTAINER CARGO AT MULUND CFS/ ICDs AND CFS/ ICDs AROUND JNPT | | | | | |
| 38 | Service charges for co-ordination with CFS/ICDs for delivery of the cargo for FCL container (Applicable for sea Imports only) | | | | | |
| | For De-stuff delivery: | | | | | |
| 39 | 20 FT | per container | 48 | 614 | 724 | 34766 |
| 40 | 40 FT / 45 FT | per container | 191 | 784 | 925 | 176766 |
| | For Loaded container delivery: | | | | | |
| 41 | 20 FT | per container | 5 | 504 | 594 | 2972 |
| 42 | 40 FT / 45 FT | per container | 15 | 578 | 681 | 10222 |
| B | Service charges for co-ordination with CFS/ICDs for removal of lashing in case of Flat rack container and removal of Tarpaulin for OT containers (not applicable in case of GP Containers) - (Applicable for sea Imports only) | | | | | |
| | For De-stuff delivery | | | | | |
| 43 | 20 FT FR or OT | per container | 3 | 1069 | 1262 | 3785 |
| 44 | 40 FT FR or OT | per container | 31 | 1341 | 1582 | 49050 |
| 45 | Service charges for co-ordination with CFS/ICDs for delivery of the cargo per LCL | per BE | 65 | 1750 | 2065 | 134233 |

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|------------------|--|-----------------|------|------|------|---------|
| 46 | Service charges for Exports for co-ordination with CFS/ICD/MIAL/AIR INDIA CONCOR or GVK Agent: (Applicable for Exports only) | per SB | 79 | 685 | 809 | 63884 |
| 47 | Service charges for co-ordination with MIAL/AIR INDIA CONCOR or GVK Agent for delivery of the cargo per shipment (per BE): (Applicable for Air Imports only) | per BE | 315 | 1544 | 1822 | 574053 |
| | <p>Note:-</p> <ul style="list-style-type: none"> Wherever usage of port handling equipment is compulsorily used through CFS for stuffing/de-stuffing & Loading, the said charges for using PORT/CFS handling equipment at respective CFS will be reimbursed as per rate schedule/actual receipts. Refer to sl no 3,4 and 5 of Note to schedule SCH.-S-02(A1). Wherever the port handling equipment is not available, the contractor has to arrange the suitable cranes to handle the material. Charges shall be reimbursed against the Original receipt. For cases, where shipment is Part FCL, Single container with multiple BHEL dockets, the co-ordination charges will be paid as per FCL on per container basis only. | | | | | |
| SCH.-S-04 | <p>TRANSPORTATION CHARGES SCHEDULE</p> <p>IMPORT/EXPORT AT MBPT, MBPT's CFS/ICDs, MULUND CFS, JNPT's CFS/ICDs, CUSTOMS BONDED AREAS AND CONTRACTOR WAREHOUSE</p> | | | | | |
| 48 | Transport of General cargoes (including all permissions) from MBPT & their CFS/ICDs to contractor Warehouse, from MBPT & their CFS/ICDs to Customs notified Bonded area, from CFS/ICDs of JNPT to contractor Warehouse, from CFS/ICDs of JNPT to Customs notified Bonded area and vice versa (for export cargo movement). Transportation of cargoes from MIAL/AAI / AIR INDIA CONCOR or GVK Agent to customs bonded area /contractor Warehouse / courier company/ nearest Railway station in vicinity of Mumbai MMR region including all permissions. Transport of cargo from Customs notified Bonded area to contractor Warehouse. | Charges per FRT | 1801 | 801 | 945 | 1701844 |
| | <p>Note: 1. Minimum payment of 04 FRT will be payable. Payment will be made shipment wise.</p> <p>2. For Transportation of Hazardous cargo, charges will be paid 1.5 times of the rate of general cargo</p> <p>3. For Transportation of ODC cargo, charges will be paid as per Schedule S-01 (19), irrespective of nature of the cargo.</p> <p>Transport of cargo from contractors' Warehouse to Transporters Warehouse/ BHEL office or customer (located within and around Mumbai)/ Courier company's Warehouse/ any railway station in vicinity of Mumbai and vice versa.</p> | | | | | |
| 49 | Mini Truck (up to 6 MT) | per vehicle | 2 | 2679 | 3161 | 6321 |
| 50 | Full Truck (>6 & ,=9 MT) | per vehicle | 2 | 3964 | 4678 | 9356 |
| | <p>LOADED CONTAINER DELIVERY AND RETURN OF EMPTY CONTAINER</p> | | | | | |
| 51 | Transport of the loaded Containers from JNPT port and unloading at contractor Warehouse after completing the DPD procedures | Rate per TEU | 1 | 8445 | 9965 | 9965 |
| 52 | Loading, Transportation and delivery of the Empty Container from contractor warehouse to Shipping Companies Empty yard (including container repositioning charges) | Rate per TEU | 1 | 4831 | 5701 | 5701 |

| AIRPORT TARMAC CLEARANCE, HANDLING, DELIVERY | | | | | | |
|---|--|-----------------|---|-------|-------|-------|
| SCH. -S-05 | Charges for all services including BE/SB filing, custom clearance, examination, handling, loading/unloading from/through Tarmac onto/from vehicles (arranged by BHEL/ Contractor) etc. (Including all permissions required for Tarmac operations) wherein location is mentioned in the warehouse receipt (To be certified by BHEL representative). No other charges shall be payable | | | | | |
| 53 | Up to 20 MT | per consignment | 1 | 9620 | 11351 | 11351 |
| 54 | Above 20 MT to 40 MT | per consignment | 1 | 19167 | 22617 | 22617 |
| | Note: <ul style="list-style-type: none">• Refer to sl no 3,4 and 5 of Note to schedule SCH.-S-02(A1).• Above rates shall include Handling & loading equipment's charges arranged by bidder.• No additional charges will be paid for Tarmac clearance, handling & delivery of Hazardous and ODC cargo | | | | | |

SIGNATURE AND SEAL OF BIDDER

SECTION –VII
CERTIFICATE OF NO DEVIATION

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Subject: No Deviation Certificate

Ref: 1) GeM Bid No: GEM/2025/B/6707958
2) BHEL tender ref no: RE/MUM/IMP& EXP/AC/CH-2528
3) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:

Place:

Annexure A
LETTER OF AUTHORISATION FOR SUBMISSION OF TENDER

(To be submitted on Company letter Head)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. , whose signature given below herewith to be Authorized Person of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, in connection with GeM Bid No GEM/2025/B/6707958 dtd _____, BHEL Tender Ref no: **RE/MUM/IMP& EXP/AC/CH-2528** dtd _____

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said Authorized Person and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr. (Authorized Person)

Attested by: Director/CMD/Partner/Proprietor

Signature of Witness: -

Name of Witness: -

Annexure-B

DECLARATION REGARDING CONFLICT OF INTEREST

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Subject: Treatment of cases regarding conflict of interest

Ref: 1) GeM Bid No: GEM/2025/B/6707958
2) BHEL tender Ref no: RE/MUM/IMP& EXP/AC/CH-2528
3) All other pertinent issues till date

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:

Place:

Annexure C

FORMAT FOR NO. OF BE/ SB HANDLED

Self-Certificate

(To be taken on Company Letter Head}

This is to certify that we M/s _____ have handled Bills of entry / Shipping Bills under following details.

| | 2019-20 | 2020-21 | 2021-22 |
|---|---------|---------|---------|
| [1] Bills of Entries / Shipping bills handled – | | | |
| [A] Engg/Project cargo Goods | | | |

SIGNATURE AND SEAL OF BIDDER

**CHECK LIST FOR MATERIAL HANDLING
(for Single piece >5MT)
(Proof of compliance with Indian Dock Labor Act)**

1. BHEL DOCKET No_____

2. Description_____

3. No. of Pkgs / Weight_____

4. Removed to contractor warehouse / Handed over to company approved transporter

Instructions to Contractor

1. Follow Handling instructions given on the package, wherever separate handling sketch is given by BHEL / Supplier the same should be strictly followed.
2. Hooking / Slinging should be done only at the hooking / slinging points marked on the package.
3. In Port /CFS without in-house handling facilities where contractor uses his own or hired handling / Transport facilities, then compliance with Indian Dock Labour Act & Motor Vehicle Act must be ensured by contractor.

Handling / Transportation Equipment Used for Above Cargo

A) Fork Lift / Mobile Cranes

a) We confirm that the above Fork Lift is of adequate capacity for the above job. We have further ensured compliance of Rule 59 (1&2) & Rule No 60 of Dock Workers (Safety, Health & Welfare) Regulations 1990 in this regard.

Yes/No

b) We confirm that the above Mobile Crane is of adequate capacity for the above job. We have further ensured compliance of Rule 64 of Dock Workers (Safety, Health & Welfare) Regulations 1990 in this regard.

Yes/No

B) Wire Ropes / Slings

Certificate from the Govt. approved authority for the wire rope / slings with regard to capacity and condition prior to handling of the above cargo is enclosed for your reference.

Yes/No

C) Trucks /Trailers

We confirm that the truck used is of adequate capacity and further ensure compliance of Motor Vehicle Act.

Yes/No

We here by confirm that we have complied with all relevant requirements of The Indian Dock Labourers Act. 1934 and Dock Workers (Safety, Health & Welfare) Regulations 1990 during the handling and clearance of the above cargo.

Signature of CONTRACTOR 's Dock in charge

-

Annexure D

NOC format for return of security deposit as per General Contract Conditions clause 10.

On Letter Head

1. Work Order No. :
2. Date of work Order :
3. Name of the work undertaken :
4. Date of commencement of work :
5. Date of completion of work :
6. Date on which final bill released :
7. Additional Expenditure incurred by
BHEL on account of delay in
Commencement of work :
8. Amount deposited/recovered
Details :

This is to certify that I/We have no claim or demand outstanding against BHEL ROD Mumbai for the work done or labour or materials supplied or any other account arising out of connected with above said contract agreement work order no. and payment of this security deposit shall be in full and final settlement of all my / our claims and demands including the deposits in respect of the contract agreement/ work order.

We now request BHEL ROD Mumbai to release the security Deposit Amount of Rs.
..... at the earliest.

Date :

Authorized Signatory with seal of the company

Annexure E

Format for Letter of Support for Warehouse facility as per requirement.
(to be submitted on warehouse company letter head with sign and seal of authorized signatory)

To,
(Bidder Name & Address)

Subject: Letter of Support for allotment of warehouse facility as per requirement
This is to declare that We, M/s (Warehouse company name)..... extend our full support to M/s (Contractor name)..... For storage of cargo at our warehouse. The available warehouse details are given below:

| S No | Details of Warehouse with address | Area in Sq. meter | Open or close | Facilities at warehouse (forklift, crane, electricity, labor, manpower water, sitting area, wifi, etc) | Owned/ rented/ leased |
|------|-----------------------------------|-------------------|---------------|--|-----------------------|
| | | | | | |

We hereby confirm that the facilities as per BHEL GEM Bid ref: GEM/2025/B/6707958 are available.

Authorized Signatory
(Signature & Seal)
[Name & Designation]
[Date]

Abbreviations used in tender

| | | | | | |
|----|---|----|---|----|--|
| 1 | AEO – Authorised Economic Operator | 32 | GTI - Gateway Terminals India | 63 | POL – Port of Loading |
| 2 | B/E or BE – Bill of Entry. | 33 | GVW- Gross Vehicular weight | 64 | PQR- Pre-Qualification Requirement |
| 3 | BG – Bank Guarantee | 34 | HAZ – Hazardous or cargo having MSDS. | 65 | PSU – Public sector undertaking |
| 4 | BHEL – Bharat Heavy Electricals Limited | 35 | HBL – House Bill of Lading | 66 | QR - Quick Response |
| 5 | BIFR – Board for Industrial and Financial Reconstruction. | 36 | ICD – Inland container Depots. | 67 | RA – Reverse Auction |
| 6 | BL or B/L– Bill of Lading | 37 | ICEGATE - Indian Customs EDI Gateway | 68 | RC – Registration Certificate |
| 7 | BMCT – Bharat Mumbai Container Terminals | 38 | IEM - Independent External Monitor | 69 | ROD – Regional Office Division |
| 8 | CA – Chartered Accountant | 39 | IFSC – India Financial System Code | 70 | RRI - Rate Restoration Initiative |
| 9 | CAN- Cargo Arrival Notice | 40 | IGM-Import General Manifest | 71 | S/B or SB – Shipping bill |
| 10 | CBM – Cubic Meter | 41 | IMO- International Maritime Organization | 72 | SECA - Sulphur Emissions Areas Surcharge |
| 11 | CEO – Chief Executive Officer | 42 | IPA - Integrity Pact Agreement | 73 | SOC- Shipper Own Containers |
| 12 | CFS – Container Freight Station | 43 | IPC /PC – Indian Penal Code / Prevention of Corruption | 74 | T&P – Tools and Plants |
| 13 | CHA- Customs House agent or Customs Broker | 44 | IRN - Invoice Reference Number | 75 | TDS – Tax Deduction at source |
| 14 | CMD – Chairman and Managing Director | 45 | JNPT/ JNCH - Jawaharlal Nehru Port Trust/ Jawaharlal Nehru Custom house | 76 | TEU – Twenty Equivalent Feet |
| 15 | SCMTR - Sea Cargo Manifest and Transhipment Regulations | 46 | LC – Letter of Credit | 77 | THC- Terminal Handling charges |
| 16 | DD – Demand Draft | 47 | LOA- Letter of Award | 78 | UCP – Uniform Customs & Practice |
| 17 | DO – Delivery Order. | 48 | MICR – Magnetic Ink Character Recognition. | 79 | UDIN - Unique Document Identification Number |
| 18 | DPD – Direct Port Delivery | 49 | MO - Mobile | 80 | VOY – Voyage |
| 19 | DSC - Digital Signature Certificate) | 50 | MSE - Micro/Small Enterprise | 81 | VTS - Vehicle Tracking System |
| 20 | EFT – Electronic Fund Transfer | 51 | MSME – Ministry of Small and Medium Enterprises | 82 | NNDs – Non-negotiable document |
| 21 | EMD – Earnest Money Deposit. | 52 | NCH – New Customs house | 83 | SB – Shipping Bill |
| 22 | ETA – Estimated Time of Arrival | 53 | NCLT: -National company Law Tribunal | | |
| 23 | FCR – Forwarder cargo Receipt | 54 | NOC – No Objection certificate | | |
| 24 | FDR – Fixed deposit Receipt | 55 | NSIC – National Small Industries Corporation | | |
| 25 | FLT – Fork Lift Truck | 56 | NSICT - Nhava Sheva International Container Terminal | | |
| 26 | FOB – Free On Board | 57 | OBL – Original Bill of Lading | | |
| 27 | FRT – Freight tons | 58 | OOC – Out of Charge | | |
| 28 | GMI- General Manager- In charge | 59 | PAN – Permanent Account Number | | |
| 29 | GPS - Global Positioning System | 60 | PD - personal deposit | | |
| 30 | GRI – General Rate Increase | 61 | Ph- Phone | | |
| 31 | GST – Goods and services Tax | 62 | POD – Port of Destination | | |