



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(भारत सरकार का उपक्रम / A Government of India Undertaking)

CIN: L74899DL1964GOI004281

(क्षेत्रीय परिचालन प्रभाग, मुंबई) / (REGIONAL OPERATIONS DIVISION, MUMBAI)
15वीं मंजिल, वर्ल्ड ट्रेड सेंटर-1, कफ परड, कोलाबा, मुंबई - 400005 / 15th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai - 400005
फोन / Phone : 022-22171376/ 355/ 372/ 301/ 346/ 375/ 373/ 301 | ईमेल / Email : mssea@bhel.in , msair@bhel.in

संदर्भ संख्या. RE/MUM/IMP/HW/IS-2501

दिनांक : 06.05.2025

प्रति,

एम _____

प्रिय मोहदय / महोदय,

विषय: : **हैम्बर्ग/ विल्हेमशेवन बंदरगाह से न्हावा शेवा बंदरगाह तक समुद्री माल ढुलाई के लिए निविदा - एफओबी आधार पर**

भारत हेवी इलेक्ट्रिकल्स लिमिटेड एक उर्जा उपकरण विनिर्माण कंपनी है और इंजीनियरिंग माल को निर्यात करना चाहता है. आपके सबसे प्रतिस्पर्धी प्रस्ताव निम्नलिखित शर्तों पर उपरोक्त विषय के परिवहन के लिए आमंत्रित कर रहे हैं .

निविदा में निम्नलिखित शामिल हैं

- | | |
|-----------------------------|------------|
| 1) कार्य का क्षेत्र | - खंड -I |
| (2) टेंडर्स के लिए निर्देश | - खंड- -II |
| (3) विशेष शर्तें - | - खंड-III |
| (4) सामान्य नियम और शर्तें | -खंड -IV |
| (5) तकनीकी वाणिज्यिक शर्तें | -खंड -V |
| (6) दर अनुसूची मूल्य बोली | -खंड -VI |
| (7) नो डेविेशन सर्टिफिकेट | -खंड-VII |

प्रस्ताव प्रस्तुत करने के लिए दिशानिर्देश:

प्रस्ताव प्रस्तुत करने के लिए दिशानिर्देश:

.1 निविदा का संचालन और मूल्यांकन जेम पोर्टल के माध्यम से ऑनलाइन किया जाएगा। बोलीदाता अपनी प्रतिक्रिया जेम पोर्टल <https://gem.gov.in> पर निविदा में जमा करके अपनी प्रतिक्रिया प्रस्तुत करेगा।

.2 सफल बोलीदाता सभी प्रकार से अनुबंध को पूरा करने के लिए जिम्मेदार होगा। जेम पोर्टल के माध्यम से टेक्नो कमर्शियल ऑफर खोले जाएंगे। इस टेंडर को जेम पोर्टल पर ऑनलाइन रिवर्स ऑक्शन के जरिए फाइनल किया जाएगा। बोलीदाताओं से अनुरोध है कि वे ऑनलाइन जेम पोर्टल सिस्टम के माध्यम से अपने सर्वाधिक प्रतिस्पर्धी मूल्य उद्धृत करें। जेम पोर्टल के संबंध में समर्थन के लिए, बोलीदाता निम्नलिखित से संपर्क कर सकते हैं : आर फोन नंबर : 1800-419-3436 ईमेल : helpdesk-gem@gov.in। बोलीदाता पंजीकरण जेम पोर्टल में प्रदान की जाती है। https://gem.gov.in/training/training_module

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

.3 प्रस्तावों में शामिल होंगे:

एनिर्देशों के अनुसार प्रस्तुत किया जाना चाहिए।-तकनीकी वाणिज्यिक बोली। दिए गए दिशा - 1-भाग [

बीनिर्देशों के अनुसार प्रस्तुत किया जाना चाहिए।-मूल्य बोली। दिए गए दिशा - 2-भाग [

भेल कार्यालय में निविदा दस्तावेजों की कोई हार्ड कॉपी स्वीकार नहीं की जाएगी।

सुभ कामनाएं

भारत हेवी इलेक्ट्रिकल्स लिमिटेड के लिए

सहपत्र: अनुबंध के खंड -I से VII

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली 110049 -| फोन 66337598-011 :| ईमेल : contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

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T-2501



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No. RE/MUM/IMP/HW/IS-2501

Date: 06.05.2025

To

M/s _____

Dear Sirs,

SUB: Tender for ocean freighting from Hamburg/ Wilhelmshaven Seaport to Nhava Sheva seaport-on FOB basis

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

The tender comprises of:

Sr No	Description	Section
1	Scope of Work	I
2	Instructions to Bidders	II
3	SPECIAL CONDITIONS	III
4	General Terms and Conditions	IV
5	Format for PQR & Techno Commercial Bids	V
6	Price BID	VI
7	No deviation certificate	VII

GUIDELINES FOR OFFER SUBMISSION:

1. The tender will be conducted and evaluated online through GeM portal. The bidder shall submit his response through bid submission to the tender on GeM platform at <https://gem.gov.in>.
2. Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the GeM portal. This tender will be finalized through online Reverse Auction (RA) on GeM platform. Bidders are request to quote their most competitive prices through the online GeM portal. For support regarding GeM system, bidders may contact following: GeM customer support team, Tele No: 1800-419-3436 Email ID : helpdesk-gem@gov.in. Bidder registration procedures are provided in the portal https://gem.gov.in/training/training_module. **Please ensure the submission of your most competitive offer before the due date in the GeM Portal to avoid last minute hustle.**
3. The offers shall Include:
A] Part-1 – Techno Commercial Bid. Should be submitted as per guideline provided.
B] Part-2 – Price Bid. Should be submitted as per guideline provided.

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

Thanking you,
For Bharat Heavy Electricals Limited

Encl: Section-I to VII

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली 110049 -| फोन 66337598-011 :| ईमेल : contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

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CONTENTS

Section I	:	General Information and Scope Of Work
Section II	:	Instructions to Bidders
Section III	:	Special Conditions
Section IV	:	General Terms and Condition
Section V	:	Format for PQR & Techno Commercial Condition
Section VI	:	Format for Price Bid
Section VII	:	No deviation certificate

Section I
General Information

Important Details of the Tender

Name and Contact Details of the Person for Queries in the Tender	1] Mr. Sunil Mishra, Officer Ph:022-22171305, Mo:9867276462, sunil.mishra@bhel.in 2] Mrs. Surbhi Aggarwal, Manager Ph:022-22171355, Mo:7506645314, surbhi@bhel.in 3] Mr. Sanjeev Shikhare, AGM (MS) Ph: 022-22171301, rodsds@bhel.in
EMD Amount	Not applicable
Last Date of Submission of the Tender in GeM portal	As per GeM bid document
Due date of tender opening (technical bid)	As per GeM bid document

Description	As in the table below: Castings		
Imports From:	Hamburg/ Wilhelmshaven Seaport, Germany	Discharge Port	Nhava Sheva, India
Supplier details	Vendor Code: T72973 M/s.MEUSELWITZ GUSS, EISENGIESSEREI GMBH,INDUSTRIEPARK NORD,04610,MEUSELWITZ, MEUSELWITZ 04610,GERMANY E- Mail: Michael.kraft@meuselwitz-guss.de ; +49344882103		
Contact Person at Unit: 1] For coordination with supplier 2] For under hook delivery at discharge port	1] Mr. Raman Goel, Ph: +91 7500063999 Em: ramang@bhel.in 2] Mr. Rajneesh Rai- Ph:+91 8859001986; Em: rk_rai@bhel.in , msseahwr@bhel.in , ppximx@bhel.in 1] Mr. Sudeep Saluja – Ph: +91 9720170210 Em: ssaluja@bhel.in 2]Pramod Kumar Maurya- Ph:+91 9719105500; Em: pkmaurya@bhel.in		
Value of cargo and PO no.	PO no. Value in EUR (Aprx.) 1) T3M6124 2,84,438.72 2) T4M6086 2,84,438.72		
CFS Address	M/s Hind Terminals Pvt Ltd 86/1, 2A, 87/1 to 7 and 96, Mumbai Goa Highway, Palaspa Village PANVEL, Raigad, Maharashtra, 410206.		
*Shipment to be done in 2 lots in 40' Flat Rack Containers.			

Tentative Packing List:

S.no.	Package Details	Dimensions in Mts			Volume	Gross WT.	Type of Pkgs.	Cargo Type	Availability of Cargo (Tentative)
		L	W	H	(in CBM)	(in KGs)			
	Lot1_T4M6086								
1	Casting upper Half	5.956	4.144	2.315	57.138	37670	1 no	Non-stackable Non- Tilttable	30.06.2025
2	Casting lower half	5.517	4.240	2.155	50.410	42800	1 no	Non-stackable Non- Tilttable	30.06.2025

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Lot2_ T3M6124									
1	Casting upper Half	5.956	4.144	2.315	57.138	37670	1 no	Non-stackable Non- Tilttable	30.06.2025
2	Casting lower half	5.517	4.240	2.155	50.410	42800	1 no	Non-stackable Non- Tilttable	30.06.2025
				Total	215.096	160940			

Note: The above information is based on engineering design; however, the same may vary for actual consignment.
Variation of (+/-) 10% tolerance packages/weights/ dimensions expected.

Photo of the cargo has been enclosed. Cargo to be shipped as per the photo given as the casting has hooking mechanism.

Important notes:

- Non BHEL Consignment is not to be clubbed in BHEL container
- Contractor has to provide the details of the expected vessel matching the FOB readiness in advance.
- Final vessel to be booked only after receiving written confirmation from Shipper.
- Vessel details to be informed to Supplier at - least 21 days prior to the arrival of such vessel at load port.
- Final BL to be issued after getting confirmation on draft BL from Supplier.
- The packing list is preliminary/ tentative and the dimension and weight of the packages may vary at the time of import.

The contractor / his Load Port agent should establish contact with our Supplier / his agent and make necessary shipping arrangements from Load Port as soon as Letter of Award (LOA) is placed. In consultations with our supplier, provide the required container (to enable supplier to stuff / arrange cargo at load port). The supplier will deliver the cargo stuffed in container on "FOB Load Port" terms on the vessel nominated by the contractor.

The Final arrangements to be made by the contractor only after proper coordination / confirmation from our supplier. The contractor to ensure that cargo/stuffed container is available at Load Port before vessel arrival to avoid "Dead Freight". **BHEL will not be liable for dead freight or any other related penalty, detention or demurrage.**

Scope of Work:

- 1.0 Coordination with the shipper/supplier to ensure dispatch and delivery of containers at the nominated load port to match vessel sailing schedule.
- 2.0 Safe Discharge of all the loaded container/ cargo at Discharge Port.
- 3.0 The supplier will hand over container/cargo to contractor. If contractor is unable to arrange the vessel after receiving the containers from supplier at load port, the storage charges if any will be to contractor's account.
- 4.0 **BHEL will not pay DEAD Freight / vessel detention/ hook idle/ port storage at load port under any circumstances.**
- 5.0 Contractor to ensure that IGM is filled as per latest guidelines before the arrival of containers at Nhava Sheva so that BHEL is in position to file prior Bill of Entry at customs.
- 6.0 **Draft BL** has to be forwarded to BHEL in 7 working **days** in advance of vessel arrival at load port for approval. Final BL to be issued by Forwarder to Shipper only after getting confirmation on draft BL from BHEL/ shipper, and is to be handed over within 3 working days of sailing of vessel.

In case BHEL incurs any detention, demurrage, storage, penalty, interest or any other losses due to late handing of the OBL, the same will be recovered from Forwarder Bills.

- 6.1 Evidence of date of receipt of shipping documents from supplier (for their freight forwarder) to be provided by contractor to BHEL.
- 7.0 Contractor to provide 14 days of container detention free period at Nhava Sheva. Detention charges if applicable, after the free period of 14 days shall be paid as per the line's published tariff. The detention incurred if any, is to be paid by the forwarder and take reimbursement against shipping line invoice at actuals, with supporting published tariffs. **No DO Revalidation charges, if any charged by the lines will be payable.**
- 8.0 Cargo arrival notice along with ETA of the vessel at discharge port is to be communicated by the contractor in 15 days advances to BHEL / BHEL appointed CHA. Pre-alert through email should be given as soon as final B/L is issued.
- 9.0 The contractor shall furnish **prior IGM/item details** & copy of Freight bill details at least 7 days before arrival of vessel at discharge port to enable BHEL to file B/E at customs
- 10.0 The contractor shall arrange for single window final delivery order from his office within 02 days of final IGM (inward date) /submission of OBL, whichever is later. DO will be handed over to BHEL's authorized CHA at his port office by contractor (in case of manual DO) or online. Any charge incurred due to any delay by contractor in handing over final delivery order shall be recovered from contractor bills.
- 11.0 Contractor shall liaison with shipping line in resolving IGM error/amendment within five working days. Any detention/ demurrage/ penalty incurred due to wrong IGM will, late IGM amendment will be to the account of the forwarder.
- 12.0 The contractor should provide the details of their load port agent immediately **within 7 working days of receiving the LOA** to enable BHEL to amend the LC incorporating the agent details, if applicable. Any charge incurred towards LC amendment due to any delay accountable to contractor shall be recovered from contractor.
- 13.0 **Upon Safe discharge of container at discharge port, the contractor shall ensure the handover of necessary documents to enable movement of BHEL container to BHEL nominated CFS (DPD + CFS) M/s. Hind Terminals Pvt. Ltd, IGM Code: Custom EDI Code - INNSA1TCL1, Port Code (1) JNPT Port: TCL (2) GTI Port: TCL (3) NSICT Port: NSATCL (4) NSIGT: TCL (5) BMCTPL: TCL without any financial liability to BHEL.**
- 14.0 Delivery Order (DO) should be issued within 02 days of submission of duly discharged Original Bill of Lading. Any consequential loss due to delay in delivery order shall be recovered from contractor's bills.
- 15.0 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.
- 16.0 Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs

SIGNATURE AND SEAL OF TENDERER

SECTION II

Instructions to Bidders

Bidders are advised to go through the tender document fully before submitting their offers online on GeM portal <https://gem.gov.in>

- 1.0 Bidders are advised to go through the tender document fully before filling up the format for Techno-commercial Section and Price bid Section.
- 2.0 The bidder must submit the total offer and the details desired therein. The offers which are not complete or mentioning "shall be furnished later" will be liable for rejection.
- 3.0 The bidder while submitting the offer should consider the **shortest, most economical and reliable logistics** to be adopted for transportation of cargo.
- 4.0 The price offer must be made only in the Price Bid formats enclosed with this tender.
- 5.0 The offers shall be kept valid for a period of **45** days from the due date of the tender and extensions thereof.
- 6.0 BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. It shall be responsibility of the contractor that their agents ensure proper working of the offers in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
- 7.0 No modifications to the work contained in the items will be allowed. Quotations other than in prescribed Price Bid formats will not be accepted under any circumstances.
- 8.0 No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed. Any such clarification/modification if enclosed in the offer will be totally ignored and such bids will be rejected. No corrections to be made to the price bid.
- 9.0 Any request from the bidders in respect of additions, alternations, modifications, corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.
- 10.0** The acceptance of tender shall be intimated to the successful bidder through a Letter of Award (LOA). The contractor shall be required to submit security deposit as per GTC of the Tender document, **within five working days** (excluding bank holidays) of issue of LOA.
- 11.0 Evaluation criteria**
 - 11.1 The offer of parties meeting the Technical requirements will only be considered for evaluation.
 - 11.2 The offers will be evaluated on the basis of the total value offered in the Price Bid.
 - 11.3 The Tender will be finalized through Reverse Auction only on GeM portal itself. Bidders who are technically not qualified will not be allowed to participate in the reverse auction. Bidder must fill all the schedules and Price for each and every items. If the bidder fails to quote any of the items in Price Bid, he will be disqualified and will not be allowed to participate in Reverse Auction.
- 12.0 Price to be quoted in Lumpsum in GeM Portal (Total cost to BHEL as per Price BID Section VI)

The screenshot shows a window titled "Price Breakup" with a close button (X) in the top right corner. Below the title bar, the text "International Logistics Service - Lumpsum based" is displayed. Underneath, there is a section labeled "DISPLAY FORMULA:" followed by the formula "(Lumpsum Cost for Shipment defined by Buyer*1)".

- 13.0 **Instruction for MSE Suppliers (Micro and Small Enterprises): Refer GeM portal. Extant MSME regulation shall apply.**

SECTION –III SPECIAL CONDITIONS

- 1 **Transit Time Ocean freight:**
 - 1.1 Total Transit time permitted = **65 Days** (Inclusive of date of shipped on board as well as final IGM inward date)
 - 1.2 **Start of Transit time** will be shipped on board Date (BL to have shipped on board date)
 - 1.3 **End of Transit time** will be the date to final IGM (inward date) at Destination Port.
 - 1.4 Vessel details to be informed to supplier by the appointed Freight Forwarder at least 21 days prior to the arrival of such vessel at loading seaport.
 - 1.5 Contractor has to coordinate and plan the movement of cargo with all concerned agencies. Under any circumstance Vessel detention / Dead Freight will not be paid at all.
 - 1.6 Final vessel to be booked only after getting written confirmation from Shipper.
 - 1.7 If the contractor fails to arrange the vessel within 25 days of readiness of cargo, **then the transit time will start** from 36th day from shipper's or BHEL's intimation of readiness/ LOA date/ LC date/ LC amendment date whichever is later, instead of BL date. If any delay attributable to contractor the same will be considered for calculation of transit penalty. e.g. delay leading to LC amendment. The cargo will be deemed to be ready at the supplier works from the date on which the final packing list is shared with forwarder for booking space on the vessel.
- 2 **Transit Penalty:** The transit delay beyond the permitted transit period shall attract a penalty of 1% per day on the ocean freight value excluding GST for the shipment lot subject to maximum of 10% of the total ocean freight excluding GST of that shipment lot.
- 3 **Vessel Qualification and Age:**
 - 3.1 Cargo should be carried by mechanically self-propelled vessels of steel construction classed with classification society which are:
 - 3.1.1 Lloyd's Register
 - 3.1.2 American Bureau of Shipping
 - 3.1.3 Bureau Veritas
 - 3.1.4 China Classification Society
 - 3.1.5 Germanischer Lloyd
 - 3.1.6 Korean Register of Shipping
 - 3.1.7 Maritime Register of Shipping
 - 3.1.8 Nippon Kaiji Kyokai
 - 3.1.9 Norske Veritas
 - 3.1.10 Registro Italiano
 - 3.1.11 Provided such Vessels are:
 - 3.1.12 a) (i) not bulk and/or combination carriers over 10 years of age; (ii) not mineral oil tankers exceeding 50,000 GRT which are over 10 years of age.
 - 3.1.13 b) (i) not over 15 years of age; OR (ii) over 15 years of age but not over 25 years of age and have established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports.
 - 3.2 Shipment by unclassified vessel is prohibited.
 - 3.3 Vessel transitioning from, to or through a Specified Territory are not allowed. Specified Territory means The Republic of Belarus, Ukraine, and/or The Russian Federation.
 - 3.4 The contractor must submit a certificate from shipping company / authorized agent confirming vessel age.
- 4 **Payment Terms**

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- 4.1 100% payment as per Price Bid in Indian Rupees will be made by BHEL, ROD, Mumbai after adjustment of penalty, TDS, GST TDS, other deductions, if any, **within 45 working days of** release of Delivery order or bill submission **complete in all respects with clarifications**, whichever is later.
- 4.2 Vessel qualification, age and type certification should be submitted along with the bill as per Section III.
- 4.3 Bidders should quote in Prescribed Price Bid Format only. Prices are to be quoted by bidders inclusive of all taxes, levies etc.
- 4.4 If any new tax in India is introduced by Central/ State Govt., etc., and becomes directly applicable on items specified in the price bid, full reimbursements shall be made provided it becomes applicable on items specified in the price bid.
- 4.5 Price quoted by vender shall be deemed to be inclusive of any taxes, levies etc (if any) leviable outside the country. No variation shall be allowed due any change in taxes, levies etc. outside India.
- 4.6 No interest will be payable by BHEL in case of delay in payment due to some unavoidable circumstances.
- 5 All taxes, charges and dues of vessel if any during execution of this contract shall be on contractor's account both in load port and the discharge port
- 6 **The order will be placed on only one party due to operational exigency / efficiency.**
- 7 The **documents to be submitted along with bills in duplicate** (Also one soft copy to be provided) are as follows:
 1. Contractors Invoice duly signed and stamped as per the Price bid Schedule (**digitally signed invoice with IRN/ QR code as per norms to also be submitted**)
 2. Final suppliers Packing list
 3. BL copy with shipped on board date.
 4. Vessel qualification / age/class certificate.
 5. Shipper's intimation of readiness (Email copy).
- 8 BHEL shall be resorting to Reverse Auction (RA) on GeM for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 9 **Pre-FOB activities at Origin:** Supplier is free to do pre-FOB activities through any forwarder of his choice and as per the customary practice prevailing in origin country. Contractor cannot force supplier to carry out the activity through him. If the supplier does Pre-FOB activities through contractor, then any disputes regarding pre-FOB activities and related charges are to be amicably resolved between them. Under any circumstances, BHEL will not entertain such disputes. Contractor to ensure that this dispute/s, if any are to be resolved before the booking of Cargo/ Shipment. BHEL will not pay cancellation of booking of Cargo/shipment under any circumstance. Any such disputes will be looked by BHEL seriously and lead to disqualification in subsequent tender as such disputes lead to project and time delays.
- 10 Photos of cargo with date before loading should be taken and provided to BHEL on email/whatsapp etc.

- 11 Wherever freight is claimed on weight/CBM, Packing List issued by Supplier will be considered for final payment.
- 12 No vessel should be booked unless Final Packing list is received by Freight Forwarder from supplier. If any compensation/additional charges are asked by Shipping line/vessel owner due to change in dimension/weight in packing list, it will not be payable by BHEL.
- 13 Contractor to consult with supplier and if LC payment is not applicable, then Express BL should be issued to supplier.
- 14 Any damage claim from shipping line for damage of container will be borne by forwarder.
- 15 **If contractor moves the container/s to any other CFS than BHEL nominated CFS then all CFS charges will be limited to BHEL contracted rates with Nominated CFS only plus additional penalty of 10% of Total Ocean freight excluding GST will be levied.**

SIGNATURE AND SEAL OF TENDERER

SECTION –IV

GENERAL 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) (Nome 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 a weight less than 100 MT and with all dimensions equal to or below 13m Length, 3m Width, 3m Height (13mx3mx3m).*
- 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 a twenty feet equivalent unit (TEU) or a 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 LOI/ LOA/ Contract or refuse to accept the LIO/LOA/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 LOA. 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.**

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 LOI/LOA.

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 **THREE (03) 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

18.1 The 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.

18.2 If the contractor fails to start the work within stipulated time as per LOI/ LOA 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.

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

19 PAYMENT

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

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

19.3 After 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.

20 TAXES & DUTIES

20.1 The 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.

20.2 GST (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 permits, 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/alterd/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:

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- 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 wither through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. Intimation given by the 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 the BHEL, such money shall be deemed to be moneys payable to the 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 the 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:

24.1 The 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.

24.2 The 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.

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

24.4 The 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

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

25.2 It 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.

25.3 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.

25.4 The 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.

26.5 The 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.

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

26.6.1 Constitute a default or breach of the Contract.

26.6.2 Give 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.

26.7 BHEL 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

27.1 BHEL 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:

27.2 The 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.

27.3 If 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 the 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

29.1 This 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 LOA 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 CARTEL FORMATION

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

33 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.

34 ORDER OF PRECEDENCE

34.1 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)

35 DETENTION OF THE CARRIER:

35.1 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.

35.2 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.

35.3 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.

36 License/Permission/Registration:

36.1 Wherever 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.

36.2 It shall be the duty of the Bidder to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers/cargo. The Bidder shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

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

36.4 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

36.5 The 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.

36.6 The 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.

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

37.1 The 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 LOA/Work order/Contract without delay. If the Bidder fails to do the same as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

37.2 Before 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.

37.3 The 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.

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

38 Time Limit for Submission of Bills:

38.1 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.

38.2 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.

38.3 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 the BHEL Competent Authority, notwithstanding what has been laid down in the Clause on Payment. The decision of the BHEL Competent Authority shall be final and binding on the Bidder

39 Safety of Men, Equipment, Material & Environment:

39.1 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.

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

39.3 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.

39.4 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.

39.5 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.

39.6The 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.

40 Original Bill of lading or Airway bill:

40.1All **Original Bill of lading or Airway bill** should be issued as per UCP 600.

40.2Following 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 emailID as per General information of section I., 11] container detention free days, 12] in case of pallet no. of packages in each pallet.

40.3Draft BL /AWB should be approved from BHEL units/supplier before final BL/AWB is issued.

40.4There should be no discrepancy in BL/ AWB w.r.t details of packing list.

40.5There should be no discrepancy in BL/AWB w.r.t details of IGM filed with customs.

40.6Where the packages are in pallet then no of boxes / packages in each pallet should be clearly mentioned in BL/AWB.

41 CANCELLATION OF THE CONTRACT:

41.1BHEL 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.

41.2BHEL 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.

41.3If 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 by giving one month's notice in writing and recover from the Bidder any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the BIDDER under the contract.

41.4BHEL 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

41.5BHEL shall claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

41.6In 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.

42 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.

43 STATUS/PROGRESS REPORTING OF THE CONTRACT:

43.1The 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.

43.2The 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.

43.3Weekly 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.

43.4During 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.

43.5Successful 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.

43.6The contractor shall be bound to report movement progresses of all shipments through electronic communication systems such as Fax, Mobile telephony/STD hones/Roaming cell phones, email, web based monitoring system or any other mode desired by BHEL at regular intervals.

44 SHORT – LANDED OR DAMAGED GOODS

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

44.2 In case of goods specified by BHEL and in case of apparent damages, the Contractor will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Contractor shall lodge claim with the appropriate authorities.

44.3 The 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.

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

45 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.

46 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.

47 CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:

47.1 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

47.2 They have controlling partner (s) in common; or

47.3 They receive or have received any direct or indirect subsidy/ financial stake from any of them; or

47.4 They have the same legal representative/agent for purposes of this bid; or

- 47.5** They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- 47.6** Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- 47.7** In cases of agents quoting in offshore procurements, on behalf of their principal service providers, one agent cannot represent two-service provider or quote on their behalf in a particular tender enquiry. One service provider can also authorize only one agent/dealer. There can be only one bid from the following:
- 47.7.1** The principal service provider directly or through one Indian agent on his behalf; and
 - 47.7.2** Indian/foreign agent on behalf of only one principal; or A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- 47.8** In case of a holding company having more than one independently service providing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

SIGNATURE AND SEAL OF BIDDER

SECTION V
FORMAT PQR and TECHNO- COMMERCIAL BID

Sn.	Description	Confirmation by Bidder
Pre-Qualification Requirement (PQR)		
1	Bidder must have an average annual turnover (revenue from operations) of the company of not less than Rs 6.45 Lakhs for the last three Years (i.e. for year 2021-22, 2022-23 & 2023-24).	Copy of CA certificate with UDIN OR copy of audited financial statement to be submitted
2	Bidders must submit proof of having successfully executed international ocean freight contracts (any logistics contract inclusive of Ocean Freightage) in last seven years (ending last day of month previous to the one in which the tender was due for opening) as per following (1) Three contracts of value not less than Rs 8.60 Lakh each OR (2) Two contracts of value not less than Rs 10.75 Lakh each OR (3) One contract of value not less than Rs 17.20 Lakh NOTES: <i>Details of the customer with email, contact details and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.</i>	Copies of contract / satisfactory completion certificate of the work executed or completed from customer must be attached
3	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: <i>“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.”</i>	A self-certification should be submitted by the bidder indicating compliances. Date to be mentioned on the certificate
4	The bidder has to submit below self- certification on company letter head. <i>“We/I declare that our firm have not been admitted under insolvency resolution 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”.</i>	A self-certification should be submitted by the bidder indicating compliances Date to be mentioned on the certificate
5	<i>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 the BHEL web site.”</i>	A self-certification should be submitted by bidder. Date to be mentioned on the certificate
6	<i>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 the BHEL to the(contractor name), shall be deemed</i>	A self-certification should be submitted by bidder. Date to be mentioned on the certificate

	<i>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."</i>	
7	<i>The Bidder is required to state the following on company letter head: "</i> <i>1. We certify and confirm that there is no complaint of the supplier of any sort or expression of inability to work with us.</i> <i>2. The supplier has no bitter experience with us or our agent in past handling or supply of services.</i> <i>3. The supplier has not expressed any unwillingness to work with us or our agent.</i> <i>4. We agree and accept that if supplier is unwilling to work due to previous experience our offer shall be rejected.</i> The above will be verified by BHEL who shall be the sole and final authority to decide if any past act/incident/conduct/omission by the bidder within or beyond the scope of BHEL contract falls under the category of dispute, basis the general definition of dispute. BHEL shall be the sole and final authority to decide whether the declaration given by the party hold good or not.	A self-certification should be submitted by bidder. Date to be mentioned on the certificate
8	Bidder must have valid AEO (Authorized Economic Operator) certificate from Customs in their name.	Self-attested Copy to be uploaded
9	Tender Documents: 1.1 Entire tender document alongwith GeM bid, Corrigendum, if any to be uploaded 1.2 Section V – PQR & Techno Commercial to be signed and stamped	To be submitted
10	No deviation letter: No deviation letter duly signed and stamped on letter head is to be uploaded	On letter head to be Uploaded
11	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 submitted
12	Name, Address, email and contact details of the company office running in Mumbai Metropolitan Region (MMR).	Electricity Bill/ Telephone Bill/ Rent agreement or any other document verifying the same.
13	MSE Parties to submit valid UDHYAM certificate	To be submitted
14	PAN CARD of the company, GST Certificate of the company, Application form with Bank signed E_mandate	Copies to be submitted
Techno Commercial Bid		
15	Transit Penalty: As Specified in tender Terms & Conditions	Agreed
16	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
17	Validity of The Contract: The contract will remain valid till all the activities as per scope of work is completed or till 6 months from the date of issue of LoA/GeM contract whichever is earlier .	Agreed
18	Cancellation Of The Contract: As Specified in tender Terms & Conditions	Agreed
19	Taxes: As Specified in tender Terms & Conditions	Agreed

20	Offer Validity: The offer of bidders will be valid for 45 days from due date of tender and extension thereof.	Agreed
21	Lifting Beams & Accessories: Contractor to arrange for lifting beams/spreader beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading of the cargo both in India and overseas, if required.	Agreed
22	GST shall be paid only on reflection in GSTR2A of BHEL GSTIN. Contractor to comply with GST law and its requirement. if any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor.	Agreed
23	Dead Freight: Contractor has to coordinate and plan the movement of cargo with all concerned agencies. Under any circumstance Vessel detention / Dead Freight will not be paid at all.	Agreed
24	Breach of contract, Remedies and Termination: As Specified in General Terms & Conditions.	Agreed
25	FORCE MAJEURE As specified in the General Terms & Conditions.	Agreed
26	All payments will be made on actual container/activity being handled/ executed by Contractor.	Agreed
27	The order will be placed only on one party due to operational exigency / efficiency.	Agreed
28	Container detention free period of 14 days, if applicable	Agreed
29	If contractor moves the container/s to any other CFS than BHEL nominated CFS then all CFS charges will be limited to BHEL contracted rates with Nominated CFS only plus additional penalty of 10% of Total Ocean freight excluding GST will be levied.	Agreed
30	I / We also give the undertaking that all the statutory acts, rules & regulations applicable to International Business and to central /state Govt. in load port and discharge port country are being and will be followed by us in course of our operations/ execution of the contract. We are aware and now conversant with local site conditions / Weather conditions / Route feasibility to site/Local social issues/Local labor issues/Local political issues/ Geo-political situation/ Work Culture/ Weekly holidays/ festivals Holidays, etc. The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions both in load port country / discharge country and enroute.	Agreed

*Note: If Bidder has submitted BHEL 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

FORMAT FOR PRICE BID

SI No	Description	% allocation	Total Qty. (tentative)	Unit	Basic Value in INR	GST (INR)	Total Value incl GST (INR)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Ocean Freight from Hamburg/ Wilhelmshaven Seaport, Germany to Nhava Sheva port as per scope of work	88.707 % of 3(h)	4x40' FR	Per 40' FR container			
2	Destination charges including DO charges at Nhava Sheva (includes all the destination charges like THC, washing charges, Maintenance charges etc). No charges other than this will be payable by BHEL at destination port.	11.293 % of 3(h)	4x40' FR	Per 40' FR container			
3	Total Cost to BHEL (INR) (1(h)+2(h))	100% of 3(h)	(This value should be entered in GEM portal as total price)				

Note: -

- Bidder to quote Total Cost to BHEL inclusive of all line items as per above Table.
- Evaluation / RA will be done on Total Cost to BHEL in INR at 3(h) shown in above table (highlighted in yellow colour).
- Per container cost will be derived by dividing Total cost by Total Qty for S.No. 1 and 2 in above Table.
- No separate Crane/ forklift/hydra/labour/shifting or any equipment's used for handling of the cargo will be payable separately.
- No other/ separate shipping line charges or late charges will be payable.
- Prices are to be quoted by vendor as inclusive of all taxes and levies in India and Outside India. Currently, GST@5% for Ocean Freight and 18% for Destination and DO charges are applicable.
- All payments will be made on actual container/activity being handled/executed by contractor.
- No additional charges/ payment of (GRI/RR/ETC) on any account shall be considered for payment.
- In case any new tax is levied in India after the due date of bid submission (including extensions if any) then new tax or duty levied by Central Govt of India/ Indian State Govt, etc and becomes directly applicable on items specified in the price bid, full reimbursements shall be made provided it becomes directly applicable on items specified in the price bid.
- Bidder must fill all the schedules and Price for each and every items. If the bidder fails to quote any of the items in Price Bid, he will be disqualified and will not be allowed to participate in Reverse Auction.
- Cargo to be shipped in 2 lots in 40' Flat Rack Containers.**
- No additional choking/lashing charges shall be applicable.
- If contractor moves the container/s to any other CFS than BHEL nominated CFS then all CFS charges will be limited to BHEL contracted rates with Nominated CFS only plus additional penalty of 10% of total Ocean freight including GST will be levied.**
- The price includes the Surcharges, BAF, ISPS, WRS, LSS, Port Congestion, Hooking & Unhooking, Stevedoring (On Board) charges, BL, CC fee, COVID-19, Red Sea crises, Loading, off-loading survey charges at POL and POD and no any other additional or/ & hidden surcharges etc
- Unit Rate in full or in part shall be firm and fixed with no escalation whatsoever, throughout the period of execution of the Order. Variation in prices of material, wages, labour rates, fuel price etc. shall not be admissible.

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/6150516**
2) BHEL tender ref no : **RE/MUM/IMP/HW/IS-2501**
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/6150516 dtd 06.05.2025, BHEL Tender Ref no: RE/MUM/IMP/HW/IS-2501 dtd 06.05.2025

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

Witness

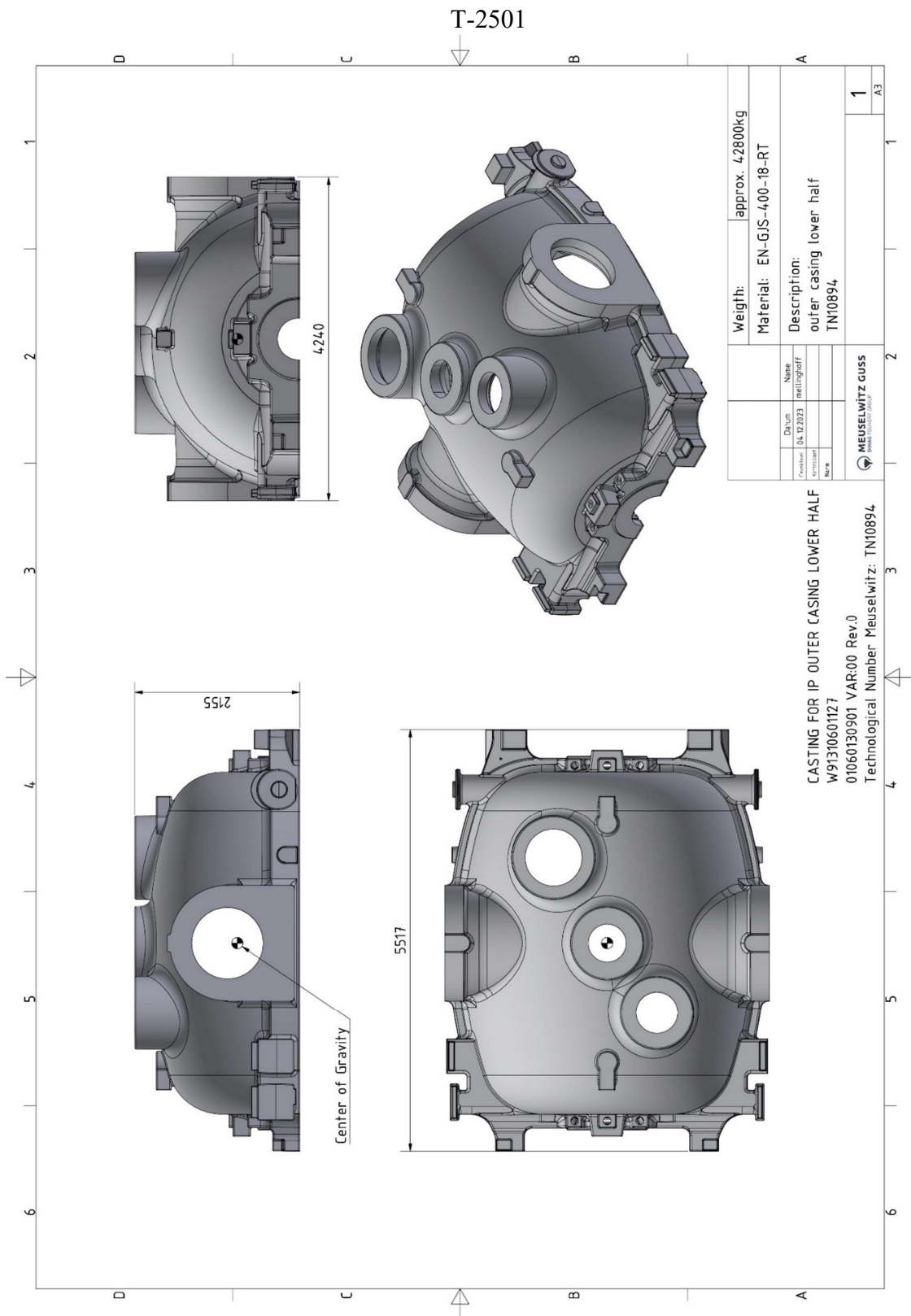


Photo of the cargo has been enclosed. Cargo to be shipped as per the photo given as the casting has hooking mechanism

T-2501

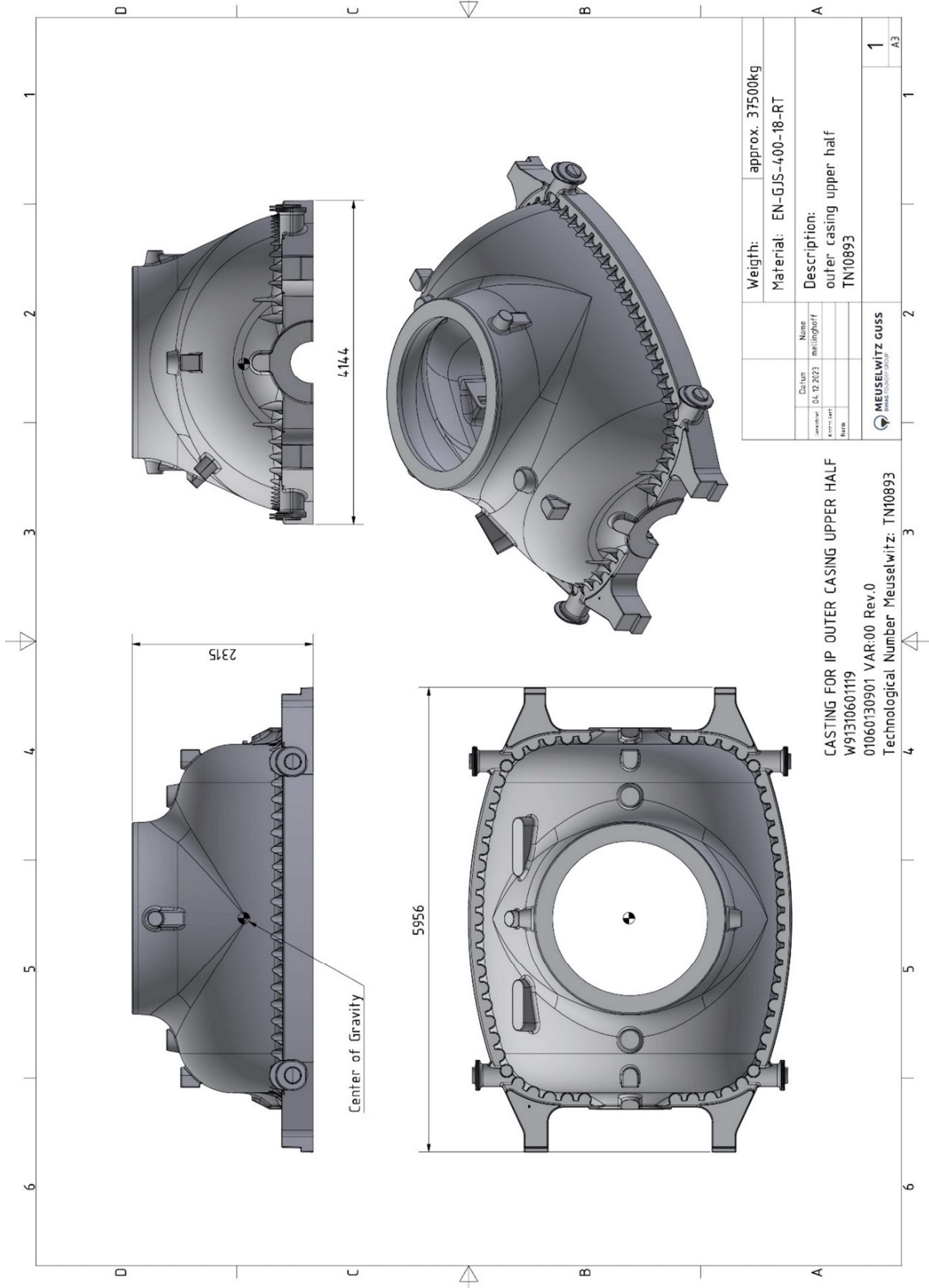


Photo of the cargo has been enclosed. Cargo to be shipped as per the photo given as the casting has hooking mechanism