



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

14th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone: 022-22171350, Fax: 022- 22151460.

Ref No.RE/MUM/EXP/ ES-2115

Date 17.12.2021

To,
M/s _____

Dear Sirs,

Sub: Appointment of contractor for Ocean Freight of containerized cargo from JNPT to Apapa port Nigeria on CIF basis.

BHEL, a Power Equipment Manufacturing Company, intends to export Engineering cargo. Your most competitive offer is invited for the subject transportation in line with the terms and conditions placed in the tender specification. BHEL invites offers for movement of above mentioned cargo. The tender comprises of:

1	Gist of Information	Section I
2	Scope of Work	Section II
3	Instruction to bidders	Section III
4	Special Conditions	Section IV
5	General Terms and Conditions	Section V
6	Techno Commercial bid PQR	Section VI
7	Price Bid	Section VII
8	Compliance Letter	Section VIII

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

Reverse Auction will be conducted for this tender.

Thanking you,

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

-SD-

Dy. Manager (Exports)

Encl: Section I to VIII

SECTION I
GIST OF INFORMATION

1. BHEL intends to appoint a Contractor for Ocean Freight of Containerized cargo for Export from JNPT, India to Apapa, Nigeria on CIF basis.

In this regard Please Note below table:

Sno	Name and Address	Phone Nos. & Email
1	BHEL ROD Mumbai Contact person:	
	Ms. Julie Srivastava, AGM (MS)	Ph No. 022- 22171340 Email: julie@bhel.in
	Mr. Saket Bharadvaj, Dy. Mgr (Exports)	Mob: 9619422502 E-mail: saket@bhel.in
	Office Address:	Regional Operations Division
		BHARAT HEAVY ELECTRICALS LTD.,
		14/15th Floors, Centre-1, World Trade Centre, Cuffe Parade, Mumbai.
2	Quantum Of cargo	892 CBM / 604 MT
3	Container type	20 Nos of 40' GP/HC COC Container
4	Description of cargo	Inverter, AJB & Battery and Liquid Electrolyte
5	Value of Cargo to be shipped	INR `33.12 Cr
6	EMD amount	INR 256470
7	Due date & Time of submission of EMD and Bid	27.12.2021 till 15:00 Hrs
8	Date and time of opening of (Technical) Part I	27.12.2021 till 15:05 Hrs
9	Date and time of opening of (Price) Part II	To be intimated later via E-Tender portal
10	Load Port:	JNPT, India
11	Discharge Port	Apapa Port, Nigeria
12	Terms of Delivery	CIF
13	Transit Time	60 days

The tentative packing list is detailed below:

S.No.	Description	Dimension of each Box				Wt. of each box	Quantity of boxes	Total weight	Total CBM
		L (mm)	B (mm)	H (mm)	CBM	(kg)	(Nos.)	(MT)	
3	5 kW Inverter	820	540	800	0.35	120	186	22	66
4	10 kW Inverter	1040	660	1020	0.70	250	31	8	22
5	15 kW Inverter	1040	660	1020	0.70	300	4	1	3
6	Array Junction Box	505	500	121	0.03	50	227	11	7
7	48V, 900 Ah NiCd battery	840	640	635	0.34	265	1404	372	479
8	48V, 900 Ah NiCd battery	840	640	635	0.34	80	156	12	53
9	48V, 900 Ah NiCd battery	1080	420	440	0.20	100	156	16	31
10	48V, 900 Ah NiCd battery	1480	270	370	0.15	100	156	16	23
11	120V, 720 Ah NiCd battery	840	640	635	0.34	253	432	109	147
12	120V, 720 Ah NiCd battery	840	640	635	0.34	232	27	6	9
13	120V, 720 Ah NiCd battery	840	640	635	0.34	60	27	2	9
14	120V, 720 Ah NiCd battery	1080	420	440	0.20	100	27	3	5
15	120V, 720 Ah NiCd battery	1480	270	370	0.15	100	27	3	4
16	240V, 540 Ah NiCd battery	840	640	635	0.34	217	66	14	23
17	240V, 540 Ah NiCd battery	840	640	635	0.34	187	2	0	1
18	240V, 540 Ah NiCd battery	840	640	635	0.34	85	2	0.2	1
19	240V, 540 Ah NiCd battery	1080	420	440	0.20	100	4	0.4	1
20	240V, 540 Ah NiCd battery	1480	270	370	0.15	100	4	0.4	1
21	Liquid Electrolyte	Loose Package-35 L can			0.04	35	156	5.5	5
22	Liquid Electrolyte	Loose Package-35 L can			0.04	27	27	0.7	1

23	Liquid Electrolyte	Loose Package-35 L can	0.04	25	27	0.7	1
24	Liquid Electrolyte	Loose Package-35 L can	0.04	32	4	0.1	0
25	Liquid Electrolyte	Loose Package-35 L can	0.04	29	2	0.1	0
Grand Total					3154	604	892

- (i) Some part of cargo (from SI No 7 to 25 of packing list) is hazardous and corresponding MSDS certificate is attached for your reference on page no 31 onwards.
- (ii) The above details are based on Engineering Design and dimensions may vary $\pm 10\%$. Boxes are stackable.

Sign and Seal of the Bidder

SECTION II SCOPE OF WORK

Scope of work consists of following but not limited to:

1. Export of Cargo from JNPT to Apapa on CIF Basis.
2. **Shipment has to be made in multiple lots (tentatively 05 from Jan 2022 to April 2022).**
3. **Cargo should be shipped on FCL basis only.**
4. Contractor has to provide their CFS/warehouse details where cargo will be handed over by BHEL
5. Contractor has to receive material upon arrival from BHEL manufacturing unit at their CFS at JNTP/ warehouse. **Upon receipt of cargo contractor has to provide LR acknowledgment to transporter and provide a copy of same to BHEL.** Upon arrival of trailer, contractor has to put best efforts to unload cargo and release trailer at the earliest.
6. Contractor has to unload cargo upon arrival at their CFS/ warehouse and **must be safely stored as per nature of package.** Any visible damage to the cargo at the time of arrival must be reported immediately to BHEL. All material handling **(loading / unloading and storage cost to be included in offered price, no separate charges will be paid).**
7. **The contractor shall arrange for safe unloading** of the cargo received at the CFS, safety of cargo during custody is to be ensured. Contractor has to intimate BHEL upon receipt of cargo.
8. The contractor will have to ensure pre-shipment survey by nominated licenced surveyor of cargo and notify BHEL for the condition of the cargo prior to stuffing in the containers and their loading on the vessel. The cargo must be delivered without any deterioration/damage with respect to the pre shipment survey done.
9. Fumigation of the cargo if required will be arranged by BHEL.
10. **Export custom clearance, preparation of shipping bill, lodging with custom at JNPT will be done by our CHA.** Contractor has to coordinate with our CHA in this regard.
11. The shipment to be made in **40' GP/HC containers.** All activities like arrangement of container, stuffing the container, lashing of the cargo and payments of additional charges to the CFS/Shipping Line will have to be done **by the contractor. Cargo should be shipped on FCL basis only.** Contractor has to ensure optimum utilization of container space, **container stuffing plan must be shared with BHEL** before proceeding with actual stuffing (**approval of BHEL is must in this regard**). All CFS charges including storage charges, if any, will be to the contractor's account. The contractor is required to keep close

coordination with our CHA for necessary further planning of shipment. Contractor has to provide final stuffing Reports and container Load plan on Packages stuffed in container.

12. Endorsements on the relevant documents from relevant authorities, including BHEL/Contractor's representatives, are to be obtained by the contractor.
13. All THC and shipping line charges, port charges at load port /any interim port will be contractor's scope.
14. All charges corresponding to stuffing, lashing, chocking or any other activity in this regard will be in contractor scope.
15. All Bill of lading charges to be included in offered price and no separate charges corresponding to this will be paid. Any or all applicable GRI/RRR changes also to be included.
16. Contractor to ensure that original bill of lading is released within 03 working days of ship sailing date. If issue of original bill of lading delayed then **penalty of ₹ 1000/- per day will be charged starting from 4th working day of ship sailing date** (sailing date exclusive) irrespective of time of sailing. Contractor may be asked to provide Express BL also without any cost implication to BHEL.
17. In case BHEL desires to surrender the original bill of lading at Mumbai for delivery at discharge Port, the procedure for bill of lading surrendering will have to be done by the contractor at no additional cost to BHEL.
18. It is the responsibility of the contractor to ensure that the vessel / vessels used for sea freighting complies with all the necessary national / international / insurance /safety regulations and its age is less than 25 years. The vessel / vessels used are certified for sea worthiness by Lloyds Register or Equivalent and should be with Institute of Marine Cargo clauses 1 or A.(A shipping company certificate certifying this should be given with each BL).**The contractor must submit a compliance certificate from shipping company / agent confirming compliance of these requirements for Bill of Lading.**
19. Vessel should meet all necessary insurance regulations and covered with the insurance clauses and duly certified by any of the recognized certifying agencies. Vessel shall have all the requisite certifications for berthing at both the ports without any liability to BHEL. No delay on this account will be permitted.
20. Take all the necessary permissions from the relevant agencies at Port for carting of container without any involvement of BHEL.
21. **Contractor has to provide Pre-alert to consignee as well as BHEL 07 days prior to arrival of cargo at discharge port.**

22. The above mentioned scope of work is not exhaustive and bidder has to perform any other necessary task to enable export of goods on CIF Basis.
23. **Draft BL/MTD has to be approved by BHEL. BL/MTD has to be clean and mentioned 'FREIGHT PREPAID'.**
24. Insurance up to port shall be arranged by BHEL. However the Contractor to ensure:
 - a. Lodging of first information to the underwriters and the other parties to protect BHEL's claim as required.
 - b. Immediate forwarding of information as required enabling us for lodging the claim with the Underwriters.
 - c. Co-ordinate with the Insurance Company for survey etc.
25. **EGM/IGM error:** Contractor to ensure there is no EGM/IGM error in custom. If it found later on then contractor has to resolve the issue with custom and shipping line. Else any cost incurred by BHEL towards the same will be recovered from contractor bill.
26. Contractor has to keep close coordination with our CHA, plan activity efficiently and also coordinate with consignee. Under any circumstances BHEL will not pay dead freight and vessel detention charge.
27. You will follow all local laws / acts / rules prevailing in Transit while transporting the cargo without any liability to BHEL and indemnify BHEL from any mishap / claims while Undertaking the work.
28. Contractor has to arrange delivery order to consignee at destination port.

Sign and Seal of the Bidder

SECTION III

INSTRUCTIONS TO BIDDERS

GUIDELINES FOR OFFER SUBMISSION:

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

Name: R. Inchara

Email ID: inchinchu@gmail.com

Phone no: 8553226267

5. The tender documents comprise the following:-

- (I) EMD: The EMD to be submitted through NEFT/RTGS. The fund may be transferred to the following account.

BHEL Bank Account details:

NAME: Bharat Heavy Electricals Limited

Bank & Branch: State Bank of India, Cuffe Parade Branch

Account No: 10783155482

IFSC Code: SBIN0005345

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

- (II) Part-1 – Techno Commercial Bid.

All required documents must be submitted on the portal.

- (III) Part-2 – Price Bid

Must be quoted in BOQ format provided at the portal.

Format of price bid must not be changed.

Sign and Seal of the Bidder

SECTION -IV
SPECIAL CONDITIONS

(1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.

(2) **Transit Time:** Total Transit time permitted for each lot is 60 days.

Transit time of particular lot will start from **next day of out of charge date of last shipping bill. Transit time will end on arrival of all containers of that lot / berthing of ship at discharge port.**

(3) **Transit penalty:** The transit delay beyond the permitted transit period shall attract a penalty of **1% per day limited to maximum of 10% of the contract value of particular lot.**

(4) **Draft BL/MTD has to be approved by BHEL. BL/MTD has to be clean and mentioned 'FREIGHT PREPAID'.**

(5) **Payment terms:**

For Export: 100 % payment of each lot shall be paid within 30 days of submission of following documents after delivery of cargo of that lot on CIF basis.

- a) Digitally signed/ Signed & sealed Original Freight invoice.
- b) Copy of Bill of lading
- c) Vessel compliance certificate
- d) Sailing report/Track report of shipping company or their agent.
- e) Copy of Cargo Arrival Notice given to the consignee/BHEL.

All payments will be made in INR only. For payment purpose USD to INR exchange rate as per SBI TT selling rate on the date of sailing of vessel will be considered. In case this date is holiday then rate of previous working day will be considered.

(6) INVOICES AND PAYMENTS

- I. The Bidder will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- II. **All the Bills should be in the name of BHEL, ROD, Mumbai having GSTN 27AAACB4146P1ZF.**

- III. **Billing Address:** BHEL ROD Mumbai, 15th floor, World trade Centre- 1, GD somani road, Cuffe parade, Mumbai City, Maharashtra-400005.
- IV. The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- V. In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.
- VI. Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- VII. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
- VIII. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- IX. **GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor**
- X. In case of LD/penalty recovery the applicable GST shall be also be recoverable from the suppliers.
- XI. The payments shall be made through RTGS/NEFT. The Bidder would be required to submit bank details for receiving the payments in form of E-mandate duly certified by bank.

(7) Taxes & Duties

- I. All taxes and duties including Charges, Royalties, any State or Central Levy, cess by whatever name called for the execution of work applicable in India as well as in destination country **are included in the quoted price**. Only **GST & applicable Cess, if any, in India will be payable extra as enumerated in Payment terms**.
- II. TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- III. TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- IV. Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.

- (8) Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT &TCN, by Indian statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.
- (9) Two consecutive transit delays, for reasons of delay attributed to the Contractor, in execution of the contracts where delay occurred is such that
- a) Prescribed maximum transit time limit of the contract is reached/exceeded or
 - b) Delay period has equaled/exceeded the original transit time period specified in the contracts

Whichever among the above is earlier may result in the Contractor being put on hold for future enquiries as per suspension of business guideline of M/s BHEL.

- (10) "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 <http://www.bhel.com/index.php/vender>.
- (11) Bidders must go through Guidelines for suspension of business dealings/Reverse Auction. Guidelines for suspension of business dealings/Reverse auction with suppliers/contractors are available on website <http://www.bhel.com/index.php/vender>.
- (12) **Tentatively 20 Nos of 40' COC GP/HC containers has been envisaged by BHEL however in case extra container(s) (20 feet or 40 feet) is required then payment of extra 40 feet container(s) will be done as per rates (origin as well as ocean freight) finalized in this tender and payment of 20 feet container(s) will be done at 50% of rate of 40 feet container of respective category as finalized in tender. Decision regarding usage of extra containers is in sole discretion of BHEL.**
- (13) **VALIDITY:**
The contract shall be valid till June 2022. The cargo received within such period will be in the scope of the contract and must be exported as defined in scope. Validity of the contract may be extended with mutual consent.
- (14) **The order will be placed only one party due operational exigency / efficiency.**

Sign and Seal of the Bidder

SECTION V
GENERAL TERMS AND CONDITIONS

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

- 1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
- 1.2 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" or "FREIGHT FORWARDER or CONSOL AGENT OR CHA where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, LOA, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any) and all correspondence.
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The Contract will be valid till all the activities mentioned in the scope of work is completed by contractor
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- 1.11 "Full Container Load" (FCL) shall mean a container containing cargo belonging to one consignee in the vessel's manifest.
- 1.12 "Ton" means one metric Ton of 1,000 kilograms or one cubic meter.
- 1.13 Nhava Sheva ports means all the three terminals in the port, i.e., JNPCT, NSICT & GTI and any other terminal/CY that may be developed in JNPT.

2.0 Issue Of Notice:

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

3.0 Commencement Of Work:

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

4.0 License/Permission/Registration

- 4.1 Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor shall also be liable for producing for inspection such certificates

and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Contractor shall be entertained by BHEL for any breach of the provisions/Acts or laws by the contractor.

5.0 Invoices And Payments

- 5.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 5.2 Contractor shall submit freight bill including other charges along with supporting documents.
- 5.3 All the Bills like Freight Bills, THC, IHC, DO, etc must be in the name of BHEL, ROD Mumbai having GSTN as 27AAACB4146P1ZF.
- 5.4 Contractor should timely update output data in GST portal to enable BHEL to take input tax credit

5.3 Other Charges payable by BHEL

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

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

5.3.4 Payment will be made against NEFT/ RTGS details mentioned in certified e-mandate copy.

6.0 Time Limit for Submission of Bills

- 6.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (4) four months of such service. If he does not prefer claim within the said period,

he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

- 6.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 6.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval BHEL.

7.0 Risk Purchase:

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

- 7.1 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the security deposit.
- 7.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 7.3 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination
- 7.4 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 7.5 In case of Risk Purchase is enforced, The contractor will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.

8.0 Observance Of Local Laws :

- 8.1 The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 8.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable/levied on account of any of the operations connected with the execution of this contract.
- 8.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

9.0 Safety Of Men, Equipment, Material & Environment:

- 9.1 All safety rules, codes applied by BHEL/its customer at port/CFS/ICD shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 9.2 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 9.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 9.4 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.

10.0 Contractor's responsibility for Insurance:

- 10.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 10.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- 10.3 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.

10.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

11.0 All Bill of lading should be issued as per UCP 600.

12.0 Use of tramper/ tramp services/tramp vessel is prohibited.

13.0 Force Majeure: The following shall amount to force majeure conditions

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

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

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

13.4 Force Majeure conditions will apply on both sides.

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

14.0 Prevention Of Corruption

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

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

15.0 ARBITRATION & CONCILIATION:

- 15.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Conciliation Clause herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the ROD issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL ROD issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL ROD issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.
- 15.1.2 The Arbitrator shall pass a reasoned award.
- 15.1.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi/Mumbai. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 13.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.
- 15.1.4 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.
- 15.1.5 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.
- 15.1.6 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

15.2 CONCILIATION:

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

Notes:

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

15.6 CONCILIATION:

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

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

16.0 Laws Governing The Contract:

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

17.0 Indemnity

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

18.0 Security Deposit

18.1 Successful bidder shall submit 5% of the total contract value as security deposit. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit

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

i) Only Electronic Fund Transfer in favor of BHEL

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

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

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

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

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

18.2.2 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

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

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

19.0 Earnest Money Deposit

- 19.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :
Electronic Fund Transfer credited in BHEL account (before tender opening)
EMD of the Bidder will be forfeited if:
- 19.2 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 19.3 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract
- 19.4 If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- 19.5 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.
- 19.6 EMD of successful bidder will be adjusted towards part of the security deposit.
- 19.7 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.
- 19.8 EMD shall not carry any interest.
- 19.9 In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs. 20.0 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months. The Bank Guarantee furnished should be strictly as per BHEL Format attached (annexure B Attached)

20.0 Discrepancy In Words & Figures: Quoted In Offer

- 20.1 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 20.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 20.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 20.1 and 20.2 above.
- 20.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

21.0 Requirements of Performance.

- 21.1 All the permissions and Clearances or any other relevant authorization/indemnities from/to competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.
- 21.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- 21.3 The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.
- 21.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Contractor at his own cost.
- 21.5 In the event of contractor backing out/not performing as per the contract, suitable action will be taken by BHEL as per contract. Additionally, future business of such de-faulting Agents will be suspended with BHEL as per company policy
- 21.6 Whenever asked by company, all documents including bill of lading, delivery orders, payment invoices etc will be returned by contractor immediately not later than three working days, failing which appropriate action as deemed fit and recovery of the losses by the company will be done.
- 21.7 In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the contractor's company becomes insolvent the contract shall automatically stand terminated.
- 22.0 Short – Landed Or Damaged Goods.**
- 22.1 It shall be the responsibility of Contractor to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/losses/damages. Under no circumstances, the intimation shall be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.

- 22.2 In case of goods specified by BHEL and in case of apparent damages, the Contractor will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Contractor shall lodge claim with the appropriate authorities.
- 22.3 The Contractor is responsible for safe transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.
- 22.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

23.0 Subletting Not Allowed

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

24.0 Joint Survey

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

25.0 CANCELLATION OF THE CONTRACT:

BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time or any reason whatsoever. BHEL shall have the right to forfeit the security for poor performance of Bidder leading to cancellation of contract.

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

BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.

26. Guidelines for suspension of business dealings with suppliers/ contractors'

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

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

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

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

For MSE vendors getting award-

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

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

28 BHEL Fraud prevention policy

"The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention

policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. "

29. REVERSE AUCTION:

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

30. The bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

SIGNATURE AND SEAL OF BIDDER

SECTION -VI

TECHNO- COMMERCIAL CUM PQR BID (RE/MUM/EXP/ES-2115)

Sn	Technical and Pre-Qualification Requirements	Remarks /Documents Required for Qualification
1.	EARNEST MONEY DEPOSIT: The Bidders, must submit EMD in as suggested in tender document.	(Details of the EMD to be provided here)
2.	Bidder must have an average annual turnover not less than INR 38.47 lakhs for the last 03 Financial years Last 03 FY shall be read as 2018-2019, 2019-20 and 2020-21. In case, audit is not completed for FY 202-21 then documents may be given for FY 2017-2018, 2018-2019 and 2019-20	Copy of CA certificate with UDIN no/ Audited P &L account to be submitted on the portal
3.	Bidder must submit experience of having successfully executed “ International <i>Ocean Freight</i> ” in the last 7 years (ending last day of month previous to the one in which the tender is floated) as under (a) Three contract of value not less than INR 51.30 Lakhs each or Equivalent Or (b) Two contract of value not less than INR 64.11 Lakhs each Or (c) One contract of value not less than INR 103 Lakhs	Satisfactory completion/Execution certificate from customer in respect of these Contracts to be submitted. Details of the customer with email and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.
4.	Company Details PAN Number & GST Registration	Copy to be submitted
5.	The Bidder should not have been banned/Suspended for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank as on date of publication of NIT.	A self-certification should be submitted by the bidder indicating compliances.
6.	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder as on date of publication of NIT.	A self-certification should be submitted by the bidder indicating compliances

7.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped at designated places and to be uploaded on NIC portal.	To be uploaded with sign and seal at designated places
8.	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be submitted	On letter head to be submitted
9.	Letter of authorization for signatories to act on behalf of the company.	An power of attorney indicating that the person signing the IPA is the duly authorized by the company/firm
10.	<u>Transit Time: in no. of Days:</u> As per Section I: Gist of information and Section IV: special condition	Agreed
11.	<u>Transit penalty-</u> As per section IV: special conditions	Agreed
12.	<u>PAYMENT TERMS:</u> As Specified in the General terms and conditions	Agreed
13.	<u>ARBITRATION</u> As Specified in General Terms & Conditions.	Agreed
14.	<u>FORCE MAJEURE</u> As specified in the General Terms & Conditions.	Agreed
15.	CANCELLATION OF THE CONTRACT: As per General Terms and condition	Agreed
16.	TAXES: All taxes on freight, insurance and other dues of the vessel and trailers shall be to the Contractor's A/c. The Contractor shall be responsible for payment of any Sales, Service, Income Tax or any other form of Tax leviable not envisaged in the tender on transportation activity carried out in discharge country being main/sub-contractor of BHEL. Only GST is payable as per actual. GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor	Agreed
17.	<u>VALIDITY:</u> As per tender terms and conditions	Agreed
18.	Payment of 20 feet container(s) if required will be done at 50% of rate of 40 feet container of respective category as finalized in tender.	Agreed

19.	<u>GOVT.RULES & REGULATIONS:</u> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licenses, and permits for operation in India / transit country / discharge countries. It is obligatory for CONTRACTOR to comply with regulating requirements in discharge port countries are fully met before award of the contract.	Agreed
20.	<u>LIFTING BEAMS & ACCESSORIES:</u> Contractor to arrange for lifting beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading and transshipment of the cargo both in India and overseas.	Agreed
21.	<u>RISK PURCHASE</u> As Specified in General Terms & Conditions.	Agreed
22.	<u>Dead Freight:</u> Under any circumstances dead freight will not be paid by M/s BHEL.	Agreed
23.	<u>Vessel Detention:</u> Under any circumstances vessel detention will not paid by M/s BHEL either at load port or at discharge port.	Agreed
24.	<u>RA terms and condition:</u> As per general terms and condition.	Agreed

SIGNATURE AND SEAL OF BIDDER

SECTION –VII
PRICE BID: (RE/MUM/EXP/ES-2115)

Sl. No.	Description	Currency	Rate per Container	No of containers	Total Cost to BHEL in INR
-1	-2	3	4	5	6= 4x5x (exchange rate)
Charges for General (Non Hazardous) Containers					
A1	Origin Charges : All CFS charges, THC including Inter-carting , CFS/warehouse storage, stuffing, Port handling, transportation upto load port etc as per scope of work at CFS for 40' GP/HC container excluding GST in INR	INR		2	
A2	Ocean Freight: Cost of Ocean freighting per container as per the scope of work From JNPT port to Apapa Port Nigeria inclusive of any other charges like transshipment port cost as per scope of work for 40' GP/HC container excluding GST in USD	USD		2	
Charges for Hazardous Containers					
B1	Origin Charges : All CFS charges, THC including Inter-carting , CFS/warehouse storage, stuffing, Port handling, transportation upto load port etc as per scope of work at CFS for 40' GP/HC container excluding GST in INR	INR		18	
B2	Ocean Freight: Cost of Ocean freighting inclusive of HAZ surcharge per container as per the scope of work From JNPT port to Apapa Port Nigeria inclusive of any other charges like transshipment port cost as per scope of work for 40' GP/ HC container excluding GST in USD	USD		18	
	Total Cost to BHEL= Sch A1 + Sch A2+Sch B1 + Sch B2 in INR				

Note: Evaluation currency will be INR. Evaluation will done on total cost to BHEL basis. For evaluation purpose USD to INR exchange rate as per SBI TT sell rate on the date of techno commercial bid opening will be considered. In case this date is holiday then rate of previous working day will be considered.

Reverse Auction will be conducted for this tender.

1. The charges to be quoted in price bid must be inclusive of:
 - a. Any or all leviable GRI/RRR, congestion charges, storage, material handling etc.
 - b. B/L charges
 - c. The price bid should be inclusive of War risk insurance premium.
 - d. Insurance costs covering risk of all operations undertaken (Cargo / goods will be insured by BHEL or consignee).
 - e. **Charges associated with Stuffing, lashing, securing the cargo.**
 - f. THC, CFS charges, any storage charges and other delivery charges at load/interim/Transit Ports incurred during operation of export, no separate charges will be paid.
 - g. Any other charges at load port, transit port or discharge port during export of item as per scope of work. No other cost will be paid.
2. Number of Haz as well as non-haz containers may vary. However, payment will be made as per actual number of containers shipped.
3. GST will be paid as per Govt of India Provision.

SIGNATURE AND SEAL OF BIDDER

SECTION –VIII

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

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

Sub : Your Tender no RE/MUM/EXP/ES-2115

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

Name/Signature of the Authorized signatory.

Stamp.

SAFETY DATA SHEET

Nickel Cadmium Batteries

1. IDENTIFICATION

1.1 Product

NICKEL CADMIUM BATTERY (Rechargeable Alkaline filled batteries)

Trade name : KPL / KBL / KPM / KBM / KPH / KBH / HVM / HVL / HSL+ cells with Polypropylene containers.

IEC Designation : KL , KM , KH, KGM, KGL according to IEC 60623/ IEC 62259

Relevant identified uses: Re-chargeable Nickel Cadmium batteries for UPS back up, switch gear applications etc.

1.2 Supplier

HBL Power Systems Ltd

8-2-601, Road No. 10, Banjara Hills

Hyderabad - 500 034, Telangana

India

Tel: +91 (0)40 2335 5575

Fax: +91 (0)40 2335 3189

1.3 Emergency contact :

D.Madhav Rao : +91 9849386518

2. HAZARDS

No risk if batteries are used for its intended purpose and according to valid directions for use.

Under normal circumstances, positive, negative electrodes and alkaline electrolyte are inside the Polypropylene container. Precautions required to be taken while handling cells, electrolyte during leakages/ filling/ emptying. See also safety data sheet for electrolyte. Electrolyte is harmful if swallowed and causes severe burns.

Eye effects: Contact with electrolyte extremely corrosive to eye tissues. May result in permanent blindness.

Skin effects: Contact with electrolyte solution inside battery may cause serious burns to skin tissues.

Ingestion: Ingestion of electrolyte solution causes tissue damage to throat area. Ingestion of cadmium and nickel compounds is carcinogenic.

Inhalation: Mists generated during activation procedures may cause varying degrees of irritation to the nasal mucous membranes and respiratory tract issues

<u>Electrode Positive</u>	Nickel hydroxide and Cobalt hydroxide Nickel Plated substrate
<u>Electrode Negative</u>	Cadmium hydroxide and iron oxide on Nickel plated substrate
<u>Electrolyte</u>	Potassium Hydroxide + water
<u>Nominal voltage</u>	1,2 V

3. **COMPOSITION**

3.1 **(Weight as % of basic materials for a typical medium sized cell)**

<u>Metals %</u>	<u>CAS number</u>	<u>Plastic %</u>	<u>CAS number</u>	<u>Other %</u>	<u>CAS number</u>
Steel (Fe) 10-25	7439-89-6	Polypropylene 8-11	9003-07	Potassium hydroxide 5.5-6.2	1310-58-3
Nickel (Ni) 3-25	7440-02-0			Lithium Hydroxide 0.5-1.0	1310-65-2
Cadmium (Cd) 3-17	7440-43-9			Carbon 0.1-4.0	7440-44-0
				Water 28-35	7732-18-5

3.2 **Chemical**

CLASSIFICATION OF DANGEROUS SUBSTANCES CONTAINED INTO THE PRODUCT **(In discharged condition).**

SUBSTANCES				CLASSIFICATION			
Name	Chemical	EINECS Number	CAS Number	Letter	Identification of danger	Special risk (1)	Safety advise-2
Nickel Hydroxide	Ni (OH) ₂	234-348-1	12054-48-7	C	Not classified		
Cadmium Hydroxide	Cd (OH) ₂	244-168-5	21041-95-2	Xn	Harmful	R45,26 R48/23/25 R50/53 R62/63/68	S2, S60, S61
Potassium Hydroxide	KOH	215-181-3	1310-58-3	C Xi	Corrosive Irritant	R35, R22 R36/37	S ^{1/2} , S26, S36/37/39, S45
Lithium Hydroxide	LiOH	215-183-4	1310-65-2	C	Corrosive	R35	S ^{1/2} , S26, S36/37/39, S45

For the wording of the listed risk phrases, please refer to section 16.

4. FIRST AID MEASURES

When handling electrolyte, precautions must be taken to avoid personal to get in direct contact with it. If this accidentally happens the following must be exercised:

Inhalation:

Supply fresh air OR Oxygen.
Rinse mouth and nose with water.
Call for doctor for medical treatment.

4.1 Skin contact:

Instantly wash with plenty of running water thoroughly.
If skin irritation persists call for physician.

4.2 Eyes contact :

Important: Rinse immediately with plenty of water during at least 15-30 minutes and consult a physician.

4.3 Ingestion:

Rinse out mouth and then drink plenty of water. (preferably milk).
Do not induce vomiting. Immediately call for medical help.

5. FIRE-FIGHTING MEASURES

5.1 Extinguishing media

Suitable: Class C-Dry chemical, Carbon dioxide (CO₂) , Carbon dioxide blanket, Sand, foam.
Not to be used: Water *

* Water sprinklers can be used for fire safety for the cells stored without connecting the inter cell connectors (As individual cells) in plywood boxes.

5.2 Special exposure hazards

Cells can be overheated by an external source or by internal shorting and develop potassium hydroxide mist and/or hydrogen gas. In fire situations fumes containing Cadmium, Nickel and Iron may be evolved.

5.3 Special protective equipment

Use self-contained breathing apparatus and full fire-fighting protective clothing. Use personal protective equipment. Ensure adequate ventilation. Remove all sources of ignition.

6. ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment & Emergency procedures:

- Wear protective equipment.
- Keep un-protected persons away.
- Keep away from ignition sources.
- Flush electrolyte spillage with plenty of water. Beware risk of slipping.

6.2 Environmental precautions:

- Do not allow electrolyte to enter the ground/ soil.

6.3 Methods and materials for containment and cleaning:

- Collect mechanically
- Dilute with much water and neutralize.

7. HANDLING AND STORAGE

- Handle and store/ transport cells filled with electrolyte always with vents upwards.
- Avoid direct sunlight, high temperature and high humidity.
- Store in a cool and dry place. (Between 10 to 30 degree C & humidity of 45 to 85 %)
- Do not connect positive terminal to negative terminal with electrically conductive material.
- Do not store/operate the Nickel Cadmium batteries in the same room where the lead acid batteries are stored / operated.
- Keep away from water.
- Do not use the tools used for lead acid batteries for use in Nickel Cadmium batteries (Ex: hydrometer and thermometer etc)
- Do not store any other material on top of the batteries.
- Batteries shall be stored in adequately ventilated areas.

8. EXPOSURE CONTROLS/ PERSONAL PROTECTION

- Under normal condition of use no special personnel protection is required
- When emptying or filling cells with electrolyte, eye protection goggles and protection gloves, aprons must be used. (Alkali resistant material)
- While carrying out preventive and routine maintenance, use only insulated tools.
- Use self-contained breathing apparatus and full fire-fighting protective clothing.
- Ensure adequate ventilation.
- Ensure availability of emergency eye wash facility in the battery room.

9. PHYSICAL & CHEMICAL PROPERTIES**9.1 Appearance**

Batteries supplied in prismatic polypropylene plastic containers.

9.2 Temperature range (ambient °C)

Cell Type	Continuous	Occasional
Plastic container	-40 +50	-50 +70

9.3 Specific energy : 13-22 Wh/Kg

Note: Wh: Normal voltage x Rated Ah
Kg: Average battery weight in kg.

9.4 Melting point	:	Not applicable
Boiling point	:	Not applicable
Flash point	:	Not applicable

10. STABILITY AND REACTIVITY

10.1 Chemical stability

Thermal decomposition / conditions to be avoided:

No decomposition if used according to specifications.

Temperatures over 85°C. Short-circuit of electrode connections. Deformation of cells.

Do not connect the positive terminal to the negative terminal with electrically conductive material.

Protect from heat and direct sunlight. Protect from humidity and keep away from water. Incompatible materials: Conductive materials, water, seawater, strong oxidizers and strong acids.

10.2 Material to avoid

Do not fill cells with lead/acid battery electrolyte.

10.3 Possibility of Hazardous decomposition products

In the event of misuse of a battery gases like, oxygen or hydrogen accumulates in the cell and these gases may be emitted through the gas release vent. These gases may ignite if in the proximity of a naked flame or source of ignition.

Hazardous decomposition products: Acrid or harmful gas is emitted during fire.

11. TOXICOLOGICAL INFORMATION

Nickel Hydroxide	LD ₅₀ / oral / rat : 1600 mg / kg*
Cadmium Hydroxide	No data available
Potassium Hydroxide	LD ₅₀ / oral / rat : 365 mg / kg*
Lithium Hydroxide	No data available
Cadmium oxide	LD ₅₀ / oral / rat : 1.3 mg / m3 (30 minutes)
Cadmium oxide	LD ₅₀ / oral / mouse : 0.7 mg / m3 (30 minutes)

*(INRS data)

12. ECOLOGICAL INFORMATION

There is no ecological harm when batteries are used correctly and recycled after use has ended.

Spilled/released electrolyte : The sharp pH rise may cause harmful impact on fish, plankton and stationary organisms.

13. DISPOSAL CONSIDERATIONS

As with all battery systems, Ni-Cd cells must be collected separately from other waste and recycled.

13.1 Incineration

Never incinerate Nickel Cadmium batteries.

13.2 Landfill

Never dispose Ni-Cd cells as landfill.

13.3 Recycling

Nickel Cadmium batteries must be recycled. Contact HBL Power Systems Ltd for information.

14. TRANSPORT INFORMATION

14.1 United Nations

UN No.: 2795

14.2 International conventions

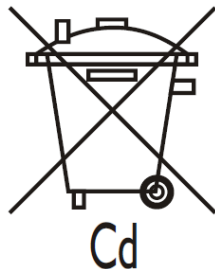
Air : IATA/ ICAO
Sea : IMDG
Land : DOT (road) or RID (rail) Batteries exempt according to special Paragraph No. 598.

UN No.	NAME	RAIL & ROAD (ADR)				SEA (IMDG)					AIR (IATA)			
		CLASS	Code	Packing group	Labelling	CLASS	Risk	EmS	Packing group	Labelling	CL	Risk	Packing group	Labelling
2795	BATTERIES, WET, FILLED WITH ALKALI, Electric Storage	8	C 11	II	8	8	***	F-A, S-B	II	8	8	***	II	8

15. REGULATORY INFORMATION

According to item 14.2.

15.1



Product marking

16. OTHER INFORMATIONS

Issue date : 16th July 2020

Marine pollutant : none

Risk Phrases**(1) Nature of special risk**

R22	Harmful if swallowed
R26	Very toxic by inhalation
R35	Causes severe burns.
R36/37	Irritating to eyes and respiratory system.
R48/23/25	May cause sensitization by skin contact
R50/53	Very toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.
R45	May cause cancer
R62	Possible risk of impaired fertility
R63	Possible risk to the unborn child
R68	Possible risk of irreversible effects

(2) Safety advice

S ^{1/2}	Keep locked up and out of the reach of children.
S2	Keep out of the reach of children
S26	In case of contact with eyes, rinse immediately with plenty of water and seek medical advice
S36/37/39	Wear suitable protective clothing, gloves and eyes/face protection.
S45	In case of accident or if you feel unwell, seek medical advice immediately.
S60	Must be disposed of as hazardous waste.
S61	Avoid release to the environment.

Key legend information:

EINECS	- European Inventory of Existing Commercial Substances
CAS	- Chemical Abstracts Service
IMDG	- International maritime dangerous goods
ICAO	- The international civil aviation organization
DOT	- The US department of transportation

Disclaimer: This information has been compiled for sources considered to be dependable and is, to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty (either expressed or implied) or guarantee is made to the accuracy, reliability or completeness of the information contained herein. This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. It is the user's responsibility to satisfy himself as to the suitability and completeness of this information for his own particular use. We do not accept liability for any loss or damage that may occur, whether direct, indirect, incidental or consequential, from the use of this information nor do we offer warranty against patent infringement. Additional information is available by calling the telephone number above designated for this purpose.

SAFETY DATA SHEET

Battery fluid, alkali (Liquid electrolyte) for Nickel Cadmium Batteries

1. IDENTIFICATION

1.1 Product Battery fluid, alkali (Liquid Electrolyte (Potassium Hydroxide + Lithium Hydroxide + Water))

Relevant identified uses: Used as electrolyte for Re-chargeable Nickel Cadmium batteries.

1.2 Supplier

HBL Power Systems Ltd

8-2-601, Road No. 10, Banjara Hills

Hyderabad - 500 034, Telangana

India

Tel: +91 (0)40 2335 5575

Fax: +91 (0)40 2335 3189

1.3 Emergency contact :

D.Madhav Rao : +91 9849386518

Special Instructions: For hazardous materials incidents: spill, leak, fire, exposure or accident; contact Chemtrec day or night at 1-800-424-9300. Reference CCN668348

2. HAZARDS

Health Rating : 3 - Severe (Poison)

Flammability Rating : 0 - None

Reactivity Rating : 2 - Moderate

Contact Rating : 4 - Extreme (Corrosive)

Potential Health Effects

Inhalation:

Severe irritant. Effects from inhalation of dust or mist vary from mild irritation to serious damage of the upper respiratory tract, depending on the severity of exposure. Symptoms may include coughing, sneezing, damage to the nasal or respiratory tract. High concentrations can cause lung damage.

Ingestion:

Toxic! Swallowing may cause severe burns of mouth, throat and stomach. Other symptoms may include vomiting, diarrhea. Severe scarring of tissue and death may result.

Skin Contact:

Corrosive! Contact with skin can cause irritation or severe burns and scarring with greater exposures.

Eye Contact:

Highly Corrosive! Causes irritation of eyes with tearing, redness, swelling. Greater exposures cause severe burns with possible blindness.

Chronic Exposure:

Prolonged contact with dilute solutions of potassium hydroxide has a destructive effect on tissue.

Aggravation of Pre-existing Conditions:

Persons with pre-existing skin disorders or eye problems or impaired respiratory function may be more susceptible to the effects of the substance.

3. COMPOSITION**3.1 (Weight as % of basic materials)**

Ingredient	Percent
Potassium hydroxide (KOH)	23 – 30 %
Lithium hydroxide (LiOH)	4-5%
Deionized water	80-95%

3.2 Chemical**CLASSIFICATION OF DANGEROUS SUBSTANCES CONTAINED INTO THE PRODUCT**

SUBSTANCES				CLASSIFICATION			
Name	Chemical	EINECS Number	CAS Number	Letter	Identification of danger	Special risk (1)	Safety advise-2
Potassium Hydroxide	KOH	215-181-3	1310-58-3	C	Corrosive	R35, R22	S ^{1/2} , S26, S36/37/39, S45
				Xi	Irritant	R36/37	
Lithium Hydroxide	LiOH	215-183-4	1310-65-2	C	Corrosive	R35	S ^{1/2} , S26, S36/37/39, S45

For the wording of the listed risk phrases, please refer to section 16.

4. FIRST AID MEASURES

When handling electrolyte, precautions must be taken to avoid personal to get in direct contact with it. If this accidentally happens the following must be exercised:

Inhalation:

Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Call a physician.

Ingestion:

If swallowed, DO NOT INDUCE VOMITING. Give large quantities of water. Never give anything by mouth to an unconscious person. Get medical attention immediately.

Skin Contact:

In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Wash clothing before reuse. Thoroughly clean shoes before reuse. Get medical attention immediately.

Eye Contact:

Immediately flush eyes with plenty of water for at least 15 minutes, lifting lower and upper eyelids occasionally. Get medical attention immediately.

5. FIRE-FIGHTING MEASURES

Explosion:

Can react with chemically reactive metals such as aluminum, zinc, magnesium, copper, etc. to release hydrogen gas which can form explosive mixtures with air.

Fire Extinguishing Media:

Suitable: Class D-Dry chemical, Carbon dioxide (CO₂) , Carbon dioxide blanket, Sand, foam.

Not to be used: Water

Special Information:

Solution process causes formation of corrosive mists.

6. ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment & Emergency procedures:

- Wear protective equipment.
- Keep un-protected persons away.
- Keep away from ignition sources.
- Flush electrolyte spillage with plenty of water. Beware risk of slipping.

6.2 Environmental precautions:

- Do not allow electrolyte to enter the ground/ soil.

6.3 Methods and materials for containment and cleaning:

- Collect mechanically
- Dilute with much water and neutralize.

Ventilate area of leak or spill. Keep unnecessary and unprotected people away from area of spill. Wear appropriate personal protective equipment as specified in Section 8. Spills: Pick up and place in a suitable container for reclamation or disposal, using a method that does not generate dust.

Do not flush caustic residues to the sewer. Residues from spills can be diluted with water, neutralized with dilute acid such as acetic, hydrochloric or sulfuric. Absorb neutralized caustic residue on clay,

vermiculite or other inert substance and package in a suitable container for disposal. US Regulations (CERCLA) require reporting spills and releases to soil, water and air in excess of reportable quantities.

7. HANDLING AND STORAGE

Keep in a tightly closed container, stored in a cool, dry, ventilated area. Protect against direct sunlight and physical damage. Isolate from incompatible substances.

- Avoid direct sunlight, high temperature and high humidity.
- Store in a cool and dry place. (Between 10 to 30 degree C & humidity of 45 to 85 %)
- Do not mix OR use like stirrer used for lead acid batteries for mixing the electrolyte as this will neutralize the alkaline electrolyte.

8. EXPOSURE CONTROLS/ PERSONAL PROTECTION

- **Airborne Exposure Limits:**
 - OSHA Permissible Exposure Limit (PEL):
2 mg/m³ Ceiling
 - ACGIH Threshold Limit Value (TLV):
2 mg/m³ Ceiling

Ventilation System:

A system of local and/or general exhaust is recommended to keep employee exposures below the Airborne Exposure Limits. Local exhaust ventilation is generally preferred because it can control the emissions of the contaminant at its source, preventing dispersion of it into the general work area.

- **Personal Respirators (NIOSH Approved):**
If the exposure limit is exceeded, a half-face dust/mist respirator may be worn for up to ten times the exposure limit or the maximum use concentration specified by the appropriate regulatory agency or respirator supplier, whichever is lowest. A full-face piece dust/mist respirator may be worn up to 50 times the exposure limit, or the maximum use concentration specified by the appropriate regulatory agency, or respirator supplier, whichever is lowest. For emergencies or instances where the exposure levels are not known, use a full-face piece positive-pressure, air-supplied respirator. **WARNING:** Air-purifying respirators do not protect workers in oxygen-deficient atmospheres.
Skin Protection:
Rubber or neoprene gloves and additional protection including impervious boots, apron, or coveralls, as needed in areas of unusual exposure.
- **Eye Protection:**
Use chemical safety goggles and/or a full face shield where splashing is possible. Maintain eye wash fountain and quick-drench facilities in work area.
- Under normal condition of use no special personnel protection is required
- When emptying or filling cells with electrolyte, eye protection goggles and protection gloves, aprons must be used. (Alkali resistant material)
- Ensure adequate ventilation.
- Ensure availability of emergency eye wash facility in the battery room.

9. PHYSICAL & CHEMICAL PROPERTIES

9.1 Appearance

Appearance: Colour less Liquid

Odor: Odorless.

Specific Gravity: 1.18 to 1.26

9.2 Temperature range (ambient °C)

Continuous
10 to 30 degree C & humidity of 45 to 85 %

Melting point : Not applicable
Boiling point : Not applicable
Flash point : Not applicable

10. STABILITY AND REACTIVITY

Stability: Stable under ordinary conditions of use and storage.

Hazardous Decomposition Products:

Carbon monoxide when reacting with carbohydrates, and hydrogen gas when reacting with aluminum, zinc and tin. Thermal oxidation can produce toxic fumes.

Conditions to Avoid: Heat.

11. TOXICOLOGICAL INFORMATION

Potassium Hydroxide **LD₅₀ / oral / rat : 365 mg / kg**

Lithium Hydroxide **LD₅₀ / oral / rat : 210 mg / kg**

Cancer lists

Ingredient	NTP Carcinogen		IARC category
	Known	Anticipated	
Potassium hydroxide	No	No	None
Lithium hydroxide	No	No	None

12. ECOLOGICAL INFORMATION**Environmental Fate:**

No information found.

Environmental Toxicity:

Potassium Hydroxide: TLm: 80 ppm/Mosquito fish/ 24 hr./ Fresh water

13. DISPOSAL CONSIDERATIONS

Whatever cannot be saved for recovery or recycling should be handled as hazardous waste and sent to a approved waste facility or sent back to the Ni-Cd battery manufacturer. Processing, use or contamination of this product may change the waste management options. State and local disposal regulations may differ from federal disposal regulations. Dispose of container and unused contents in accordance with federal, state and local requirements.

14. TRANSPORT INFORMATION**Domestic (Land, D.O.T.)**

Proper Shipping Name: Battery fluid, alkali

Hazard Class: 8

UN No: UN 2797

Packing Group: II

International (Water, IMDG)

Proper Shipping Name: Battery fluid, alkali

Hazard Class: 8

UN No: UN 2797

Packing Group: II

Marine pollutant : None

EmS (Emergency Medical Schedule) No: F-A, S-B

International (Air, I.C.A.O.)

Proper Shipping Name: Battery fluid, alkali

Hazard Class: 8

UN No: UN 2797

Packing Group: II

15. REGULATORY INFORMATION

15.1 Product marking

Corrosive



16. OTHER INFORMATIONS

Issue date : 16th July 2017

Marine pollutant : none

Risk Phrases

- (1) Nature of special risk
- | | |
|--------|--|
| R22 | Harmful if swallowed |
| R35 | Causes severe burns. |
| R36/37 | Irritating to eyes and respiratory system. |
- (2) Safety advice
- | | |
|------------------|--|
| S ^{1/2} | Keep locked up and out of the reach of children. |
| S26 | In case of contact with eyes, rinse immediately with plenty of water and seek medical advice |
| S36/37/39 | Wear suitable protective clothing, gloves and eyes/face protection. |
| S45 | In case of accident or if you feel unwell, seek medical advice immediately. |

Key legend information:

EINECS	- European Inventory of Existing Commercial Substances
CAS	- Chemical Abstracts Service
CERCLA	- Comprehensive Environmental Response, Compensation, and Liability Act
OSHA	- Occupational safety and health administration
ACGIH	- American conference of governmental industrial hygienists
NIOSH	- The National Institute for Occupational Safety and Health
NTP	- National toxicology program
IARC	- International agency for research on cancer
DOT	- The US department of transportation
IMDG	- International maritime dangerous goods
ICAO	- The international civil aviation organization

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