



Bharat Heavy Electricals Limited
Regional Operation Division, Kolkata
DJ-9/1, BHEL Bhavan, Saltlake, Karunamoyee, Kolkata –700091

No. RE/KOL/EXP/2025-26/002

Date: 06/01/2026

To,
M/s _____

Dear Sirs,

Sub: Road Transportation of Export Project Cargo from Petrapole/Kolkata, India to MSTPP Rampal Project site, Bangladesh.

BHEL, a Power Equipment Manufacturing Company, intends to export Engineering cargo from Petrapole/Kolkata to Bangladesh. Your most competitive offer is invited for the subject transportation on the following terms and conditions.

BHEL invites offers for movement of above-mentioned cargo. The tender comprises of

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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 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.

The offers shall Include:

A] The EMD of Rs. 25,296/- to be submitted. EMD must be deposited as per GeM bid document. The offers without EMD will not be considered for evaluation.

For submission of EMD 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, Chowringhee Branch, Account No: 10826654112, IFSC Code: SBIN0001054. UTR details shall be furnished vide email before opening of tender.

B] Part-1 – Techno Commercial Bid. Should be submitted as per guideline provided.

C] 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,

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

-SD-

Engineer (MM & Logistics)

Encl: Section I to VIII & Annexure 1 to 3

SECTION I GENERAL INFORMATION

BHEL intends to appoint a Contractor for road transportation of Project cargo from Petrapole/Kolkata to MSTPP Rampal Project site in Bangladesh. The contractor will have to receive cargo at Petrapole/Kolkata in multiple lots and deliver it to MSTPP Rampal site, Bangladesh. The quantity of cargo is about 100 Freight Tons (FRT), which has to be shipped in a time span of 6 Months approx. starting from Feb'26 tentatively. The Cargo Weights/Volume indicated are tentative which may vary with no contractual and legal binding on BHEL.

Other Details and Contact Persons:

Sl no	Name and Address	Phone Nos. & Email
1	<p>BHEL ROD Kolkata Address & Contact: (For Execution of shipments being dispatched through Petrapole/Kolkata)</p> <p>Rajiv Ranjan Dy. General Manager</p> <p>Tanmoy Sarkar Sr. Manager</p> <p>Kaustav Sengupta Engineer</p>	<p>Address: Regional Operations Division, Plot no 9/1, DJ Block, 3rd floor, Karunamoyee, Salt Lake City, Kolkata 700091</p> <p>Ph: 033-23398173 Email: rajiv.ranjan@bhel.in</p> <p>Ph: 033-23398173 Email: tanmoy@bhel.in</p> <p>Ph: 033-23398173 Email: k.sengupta@bhel.in</p>
2	Terms of Delivery:	DDP (2 x 660 MW Maitree Project Site) Including all custom clearance and all activities as per scope of Work
3	<p>BHEL, Bangladesh Office contact details:</p> <p>PMG/PSBG-I, New Delhi for issue of documents like Commercial invoice/ packing list /COO / insurance certificate/ Bangladesh insurance policy</p> <p>Maitree Site Office for delivery acknowledgement</p> <p>Consignee</p>	<p>Roushan Kumar Manager (PMG/ PSBG-I) Email: roushan@bhel.in</p> <p>Piyush Agarwal AGM (PMG/ PSBG-I) Email: piyush.agarwal@bhel.in</p> <p>Shri Nilanjan Sarkar Ph: +880-1787671907/9009054441 Email: nilanjan@bhel.in Dy. General Manager, 2x660 MW Maitree Super Thermal Power Project, PO-Kalekkharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh</p> <p>Managing Director, Bangladesh – India Friendship Power Co. Pvt. Ltd., Level-17, Borak Unique</p>

		Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh.
4	Quantum of cargo	100 FRT Approx.
5	Tentative date of supply	Feb'26 Onwards
6	Due date & Time of submission of EMD	As per GeM bid document
7	Date and time of opening of technical bid	As per GeM bid document
8	Date and time of opening of Price bid	As per GeM bid document
9	Consignee details to be indicated in Goods Consignment Note	<p>Managing Director, Bangladesh – India Friendship Power Co. Ltd., Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh.</p> <p>The project site is situated on the bank of Possur River and is about 14 km northeast of Mongla Port and 23 kms from Khulna city; This is only location, actual distance will be as per the route survey conducted by the Bidders)</p>
10	Earnest Money Deposit	Rs. 25,296/-. As per GeM bid document

Section II

Scope of Work

Cargo Description: Project cargo subject to a variation and no contractual or legal binding on BHEL regarding cargo volume/lots has to be transported to MSTPP Rampal site in Bangladesh. Cargoes will be arrived in multiple lots and delivered to the contractor at Petrapole/Kolkata.

Dimensions/weight limit of cargo to be catered under this contract is 5.5 m X 2 m X 2 m and max weight 15 MT per package. However, if contractor wishes, he can execute the shipment of bigger sizes at same rate, terms and conditions. Further, the transporter to include transportation of following packages in their scope as exception to dimensions/weight limit of cargo:

Sl.No.	Description	L (Meter)	B (Meter)	H (Meter)	Weight (MT)
1	Filter Press (01 Nos)	7	2.3	2	10
2	Platen SH Tubes & Tube Bends	10	0.5	0.5	0.75
3	TUBE OD 76.2 X 5.08X 10000-SA213S30432	10	0.5	0.5	0.975
4	TUBE OD 60.3 X 5.54 P22	6	0.3	0.3	0.25

Contractor has to provide the suitable place of unloading (warehouse/CFS) at Petrapole/Kolkata. Cargo shall be delivered by BHEL transporter at this nominated place. Contractor has to obtain clearances from all concerned authorities to transport the cargo through roadways.

Bidder shall also be responsible to comply the law in accordance to the E-way bill.

Contractor has to arrange all required Material Handling Equipment at place of receipt of cargo and enroute for safe handling and transportation of cargo from Petrapole/Kolkata to MSTPP Rampal site and coordinate with BHEL for unloading at Site Warehouse. Cargo can be stacked with proper dunnage's.

Bidders are advised to have idea regarding 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/ local laws etc.

Total Tentative Cargo to be transported: 100FRT tentatively.

Variation: The Cargo Volume/ lots indicated is tentative which may vary with no contractual and legal binding on BHEL. However, any upward variation shall be limited to 30% of the contract value and if BHEL desires, it will be binding on contractor to execute this increased quantity on same rate, terms and condition.

The brief scope of work schedule covers the following:

1. To provide Warehouse space in Petrapole/Kolkata to store the cargo.
2. Receiving of Cargo from BHEL transporters.
3. Unloading and Consolidation of Cargo at warehouse space arranged by contractor.
4. Measurement/Weighment of Cargo from Licensed Measurer.
5. Collection of all requisite original documents from BHEL office.
6. All Export custom clearance activities at Petrapole as applicable.

7. All handling activities involved as applicable.
8. Arrangement of suitable vehicles for Loading and Transportation from Warehouse space to Benapole via Petrapole and further from Benapole to Maitree site.
9. Collection of Original Documents at Dhaka/ Rampal Site Bangladesh.
10. Import custom clearance at Benapole and including transit clearance if required at any place, transshipment of cargo (if required) for further road transportation to Rampal Site.
11. Handing over of Cargo at Rampal Site duly acknowledged by BHEL (Unloading of Cargo at Rampal Site will be in BHEL scope).
12. Return of all statutory document (Original Bill of entry & Assessment Notice, Original Bank undertaking etc.) to BHEL Dhaka/ Rampal Site Bangladesh office within 15 days of Handing over of Cargo at Rampal Site.

The Bidder shall ensure and be responsible for the smooth execution of various activities listed above. The cost incurred for carrying out of following activities will also be in the Bidder's scope and to form part of price and BHEL in any way shall not pay for the same.

1. Hire charges / any other charges including all charges for loading and unloading for arranging Cargo handling equipment at all locations wherever required.
2. Cost incurred for ensuring Safe & Secure upkeep of Cargo.
3. Cost of Survey of cargo at the time of receipt of cargo.

Responsibilities & duties of Bidder:

1. Any claim rejection by Insurance authority due to negligence and other reason attributable to Bidder shall be on Bidder's account.
2. The Bidder shall ensure the availability of all export documents required for lodgement of export benefits. In case of any failure and rejection of export benefit by any agency due to non-submission of required documents for the reasons attributable to Bidder, shall be on Bidder's account.
3. Coordination with BHEL and Coordination with Bangladesh customs authorities Viz NBR, BHEL, Customer, Project Director, Bangladesh Ministry, Banks etc.
4. All other documentations required for smooth custom clearance.
5. Co-ordination with respective transport authority for smooth movement of Vehicle like entry permit, way bill/road permit, etc. including any taxes& duties, levies, charges, etc. to be paid in India as well as Bangladesh shall be on Bidder's Account.
6. Bidder should acquire full knowledge & information about route and site conditions prevailing at site and in Bangladesh as well as in India and in and around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid. The Bidder will not carry the load exceeding the legal requirement of the concerned route.

Detailed Scope of Work

- 1.1. Arrangement for suitable storage area/warehouse near Petrapole/Kolkata to receive and consolidate cargo from BHEL MUs or BHEL's vendors. The successful Bidder will intimate the address / location of warehouse to enable BHEL MUs/ BHEL's vendors to deliver the project cargo to the said warehouse. Bidder should receive and unload cargo at warehouse in Petrapole/Kolkata on daily basis and no cargo shall be returned due to absence of receiving person or handling equipments.
- 1.2. The Bidder shall arrange for unloading of the cargoes received at their chosen storage area and issue proper receipts to the transporter. The Bidder has to ensure the safety of cargo and keep proper record of arrival

- and dispatch of cargo to/from the storage area/ warehouse/port and send daily update to BHEL via email giving details of the packages, consigner details, condition of package/s, etc.
- 1.3. Bidder must arrange for shipment as per consolidation as mentioned as in Transit time definitions in Techno commercial conditions.
 - 1.4. The Bidder needs to check and supervise the cargo availability at storage area and recheck the dimension of each package available, Conduct pre-shipment survey of packages including measurement by licenced measurer. The pre-shipment survey measurement report will have to be submitted to Concerned BHEL ROD Kolkata Office before finalization of draft Consignment Note and also along with the bill raised by bidder. The measurements indicated in the report shall be taken as final dimensions of the cargo.
 - 1.5. Bidder has to inform BHEL in advance about the inputs/documents required for Export custom clearance and arrange for customs clearance of the materials at Petrapole i.e do all the required formalities like Registration of DEEC license (if applicable) with customs, collection of export documents from respective office at Kolkata , processing the multiple shipping bills (GR waiver/ drawback etc as the case may be as advised by BHEL from time to time), facilitation, loading supervision, Customs examination, all vehicle related formalities including filing of shipping bill etc and providing necessary endorsed documents of export (copy of S/Bills) including processing of drawback claim and ensure the same is received by BHEL in their bank account, overtime formalities, shipping line dues etc. The details of Bank account of respective manufacturing units for deposit of drawback will be provided at the time of filing S/Bs.
 - 1.6. BHEL ROD Kolkata office will monitor, supervise, coordinate, approve checklist, provide authorization and original documents, receive progress reports, Bidder's bill, for all cargo received by Bidder at Petrapole/Kolkata respectively. Coordinating person details are provided in General Information of the tender.
 - 1.7. Cargo shall be exported from India under LC or GR waiver route and Clearance will be done in Bangladesh under LC or IP route.
 - 1.8. It is the responsibility of the Bidder to ensure that the vehicles used for road transportation complies with all the necessary national / international / insurance /safety regulations.
 - 1.9. Bidder will take all the necessary permissions from the relevant agencies for movement of cargo without any involvement of BHEL. Bidder to obtain necessary permissions/ clearances from all concerned Authorities for road transportation of all the materials.
 - 1.10. Bidder has to arrange for unloading and again loading of the materials from the Bidder's warehouse and further transportation to the site. Handling of the cargo enroute and during transshipment (if required) shall be arranged by the Bidder.
 - 1.11. Arrange passes for BHEL personnel/ insurance surveyor for visit / supervision of the cargo loading activity at warehouse/CFS, if desired.
 - 1.12. Contractor to ensure there is no IGM/EGM error in custom at discharge/load port. If it found later on that there is IGM/EGM error then contractor has to resolve the issue with custom.
 - 1.13. In case of any congestions at border/parking area/enroute, the Bidder to do all necessary work for priority vehicle movement. BHEL shall not be responsible for any vehicle idling /Vehicle detention charges due to delay for any reason.
 - 1.14. All Port/border Charges from place of receipt upto site shall be to the Bidder's account.
 - 1.15. The Bidder / his overseas associate must be well versed in customs clearance / import documentation procedures in India as well as Bangladesh and has to do advance liaison work with BIFCPL & relevant Bangladesh Govt. Departments / Customs / BHEL Site office etc and keep the necessary customs clearance paper work ready (also arrange for translations etc) before vehicle arrival to avoid detention / demurrage. Custom Duty shall be paid BHEL. Bidder has to arrange timely customs clearance of cargo. Bidder has to take-up with concerned statutory bodies/agencies such as BHEL office in Bangladesh, BPDB, Custom offices at India and Bangladesh or at site, customer offices at Dhaka/site including any ministerial coordination, if required, to arrange all document and arrange custom clearance of the cargo.

- 1.16. Bidder must ensure advance/timely filing of Manifest at each port and the same should be without any error.
- 1.17. The Bidder must submit proof of intimation given to the BIFPCL/BHEL site offices as soon as vehicle leaves Petrapole so that Original Consignment Notes are timely arranged for taking delivery. Bidder to coordinate closely with site authorities and finalize / inspect the storage area at site including the route from Warehouse at site, well in advance of cargo arrival to avoid any delays in unloading.
- 1.18. Bidder shall arrange suitable Security/Escort/Watch and Ward in adequate numbers at the storage area and en-route from starting point to the destination point. Arrange necessary Material Handling Equipment/facility and suitable manpower for safe loading / unloading / handling of Consignments at Origin / Place of delivery Discharge / storage / anywhere en-route / contingency purpose etc. The escort who shall apart from his other responsibilities shall be also responsible to take care of sidewise and overhead clearance while travelling through towns/crowded localities and cities on the route.
Bidder to avoid passing through such places as far as possible while selecting the route and if necessary the journey plan to be done during night in order to minimize inconvenience to the public.
- 1.19. BHEL representative reserve the right for inspection of any or all operation during transportation, loading/unloading/ trans-shipment/ storage / preservation/packing/ repacking/lifting/shifting etc and the bidder will be permitted to proceed with their further program after obtaining clearance from BHEL for the preceding activity, in case BHEL intends to carry out such inspection.
- 1.20. Bidder should ensure timely customs clearance (Export & Import), transit clearance anywhere enroute. All the undertakings given to customs and port authorities will have to be cancelled after completion of work. If there are no custom facility / posting at any required place, necessary customs officials deputation will have to be arranged by bidder by making payment of necessary overtime/travel expenditure to the concerned authorities. All the documentation will be sole responsibility of the bidder who has to arrange all the documentation and closure of bonds / undertakings submitted by BHEL/on behalf of BHEL and submit required evidence to BHEL. Take necessary permissions from the concerned statutory authorities / Customs / Port etc for movement of the cargo. Payment of statutory levies and other costs for transportation overseas including arranging security escort, if necessary, shall be in Bidder's account.
- 1.21. Bidder needs to arrange for tarpaulin, rope, wooden or steel sleepers etc for protecting the consignments from weather / rain right from receipt of the consignment upto delivery at site.
- 1.22. Bidder needs to finalize and adhere to the entire transportation schedule so as to meet the project schedule requirement. In case of any damage/disruption to the consignments en-route, the bidder will ensure appropriate action for its retrieval / recovery and deliver to site in "As Is" condition after necessary insurance survey.
- 1.23. Bidder needs to coordinate for damage assessment / certification, reporting, lodging First Information Report with local governmental authorities, to coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner / Insurer.
- 1.24. Please note that the weights and sizes given are indicative and for guiding the bidder. The actual Dispatch particulars may vary and shall be known at an appropriate stage. Bidder shall not claim any compensation from BHEL towards such variation in actual Dispatch particulars of Consignments.
- 1.25. Bidder shall be allowed to use only those T&P and hardware, which is in excellent working condition, tested for safe operation and adequate in capacity and size. T&Ps and trailers to be put in to use shall have valid fitness certificate from concerned authorities and required documents issued by government and road transport authorities for the proposed use.
- 1.26. Bidder shall ensure that all the consignments is properly lashed / bedded /secured during port handling, storage, loading and transportation.
- 1.27. Any demurrage, associated costs and vehicle detention start from receipt of cargo till delivery at site shall be to the Bidder's account.

- 1.28. Bidder shall arrange and complete the cargo's examination whenever required. It shall be the endeavor of bidder to minimize the opening of the packed consignment. Opening and repacking (wherever required) shall be carried out as per the supplier's manual, if any and the cost of the same shall be on bidder's account. Bidder will take all precautions that repacking is sturdy enough to withstand transportation vibration, multiple handlings enroute to site.
- 1.29. Bidder shall prepare all the necessary documents in required number of copies to accompany with the vehicle while leaving for site from the starting point /port of origin/port of discharge to site ensure smooth transportation without hindrance from any govt. or local agency on the way.
- 1.30. Bidder shall ensure the timely availability of required quantity of manpower with proper experience, tools and plants at all the places where such activities are to be carried out.
- 1.31. The cost of liaison and coordination with all concerned authorities will be to bidder's account.
- 1.32. 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.
- 1.33. Bidder shall own all risks and responsibility from the time of taking over the cargo / consignment at the starting point/port of origin till safe delivery at site and taking over by BHEL or their authorized representative at site within the specified transit time.
- 1.34. Bidder should ensure safe custody of materials during transportation and storage, if any, en-route from Port of origin to site. However, Insurance will be taken by BHEL for the entire cargo.
- 1.35. Bidder shall submit the daily progress report to BHEL or their authorized representative as per the format to be mutually agreed, indicating the receipt / dispatch status / storage / etc , movement status of vehicles as on date, constraints if any, etc,
- 1.36. All necessary statutory, legal and safety requirements shall be complied by the bidder and the bidder shall indemnify BHEL and Owner from any liability on any account caused due to noncompliance of statutory, legal and safety norms of the Government of India/Bangladesh or any of the State Governments. Bidder shall use every reasonable means to prevent any of the highways, bridges or any public/private utility etc. traversed in connection with or on the routes to the site from being damaged or injured by any of his vehicles and in particular shall select the routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise for moving to site shall be limited as far as reasonably possible and no unnecessary damage or injury may be occasioned to such highways, bridges etc. For any damage caused by the breach thereof, the Bidder shall be solely responsible.
- 1.37. Bidder shall ensure availability of competent person with all communication aids (e.g. mobile, e-mail etc) at the following places: Place of Origin / Place of Delivery/ Temporary storage location.
- 1.38. No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities without causing any delay in transportation. In the event of such occurrence, Bidder shall be responsible for any penalties levied and shall pay from their own account. Bidder should be well informed about the procedural and documents requirement for such works.
- 1.39. Bidder to furnish their Emergency preparedness / contingency arrangement for rescue/recovery from any disruption of journey during transportation by road.
- 1.40. Wherever 'MU' is mentioned, it shall mean BHEL Manufacturing Unit.
- 1.41. Unloading of the cargo at the MSTPP Rampal Project site warehouse will be done by representative of PSER BHEL.
- 1.42. Bidder to ensure "Material/store Receipt/LR" Certificate duly signed by PSER BHEL Site office and handover the same to BHEL along with his freight bills immediately after delivery of the cargo to the Site warehouse. This document shall preferably be in English language and in case the same is not feasible, Bidder needs to ensure English translation by any of the Govt. approved translator for submission to BHEL. This translation should clearly indicate English translation of No of packages/bundles received, received dates, signing person's name and stamps.

- 1.43. Bidder has to ensure timely payments to their counterpart/associate in Bangladesh to meet the timely project schedule.
- 1.44. Bidder has to assign at least one dedicated official for the contract, who will co-ordinate with BHEL, PMG PSBG -I New Delhi, ROD Kolkata on daily basis for all activities. Bidder to provide Name, Phone, email details within 5 days of receipt of LOA.
- 1.45. All Import in Bangladesh for MSTPP shall be in the name of BIFPCL and such import if subjected to Custom Duty shall be paid by BHEL. However, any other taxes/ duties/ cess etc, if applicable shall be paid by bidder.
- 1.46. If the packages at the time of arrival are not road movement worthy then bidder should raise timely alarm and take corrective action with BHEL/BHEL vendor. Under no circumstances the bidder will receive Non roadworthy packages for shipment.
- 1.47. Bidder to ensure all wooden packages are fumigated as per the requirement of customs, and providing Phytosanitary Certificate and all related cost of the same should be included in the price bid.
- 1.48. The bidder must ensure necessary co-ordination, follow-up, Cargo movements, documents flow for customs & other procedural requirements so that no penalty/additional financial liabilities are accruing during execution. Bidder shall be solely responsible for such penalties/additional financial implications, if any.
- 1.49. Bidder will be fully responsible for all legal and financial transaction with the owner of vehicles. In case of storage in transit, contractor should ensure safe custody of our cargo by deploying suitable security personnel on round the clock watch & ward duty to prevent pilferage and damage of cargo in transit.
- 1.50. 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.
- 1.51. Bidder has to provide Daily status report to BHEL in format finalized by BHEL during execution of contract. Original Receipted LRs of cargo received at consolidation point shall be handed over to ROD Kolkata office twice a week preferably on Tuesdays and Fridays.**

SECTION III

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 Technocommercial 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 90 days from the date of opening 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 the Tender document, within five working days (excluding bank holidays) of issue of LOA, which should be valid up to 3 months after the expiry of the contract period as specified in the Letter of Award. 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. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered, from the bills along with due interest
- 11.0 **Evaluation criteria**
 - 11.1 The offer of parties meeting the Technical requirements will only be considered for evaluation.
 - 11.2 The offers will be evaluated on the basis of the total cost to BHEL 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.
 - 11.4 Bidder must fill all the schedules and Price for each and every items. If the bidder fails to quote any of the items in Price Bid, he will be disqualified and will not be allowed to participate in Reverse Auction.
 - 11.5 After the completion of Reverse Auction, the final bidder (L1 Bidder) will have to provide Price Break up as per Price Bid on same day of completion of RA.

12.0 Instruction for MSE Suppliers (Micro and Small Enterprises): Refer GeM portal

SIGNATURE AND SEAL OF TENDERER

SECTION-IV
SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Conditions of Contract mentioned in SECTION – V.
- (2) Draft Goods Consignment Note has to be approved by BHEL. Goods Consignment Note has to be clean and mentioned 'FREIGHT PREPAID'. Bidder to ensure that Goods Consignment Note is released within 01 days of vehicle departure date. If issue of Goods Consignment Note is delayed then penalty of Rs.2000/- per day will be charged starting from 2nd working day of vehicle departure date (departure date exclusive) irrespective of time of departure.
- (3) EP/EC copy: Bidder to ensure there is no EGM error in customs due to which release of EP copy is delayed. If found later on that there is EGM error then the Bidder has to resolve the issue with customs.
- (4) All invoices / documents/receipts/ reports/photos must be in English and must be submitted to ROD Kolkata office. All documents issued in any other language must be translated in English and certified by a Chamber of Commerce or Legal Translator Certified, for release of payments.
- (5) 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>.
- (6) The offers of the bidders who are on hold/suspended/banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The lists of the banned firms are available on BHEL website www.bhel.com on “supplier registration page”.
- (7) **Transit Time : in no. of Day**

Cargo on accumulation of 25 FRT at warehouse should be shipped and delivered at Rampal site within 40 days from the date of intimation of shipment by BHEL to contractor or submission of export documents by BHEL to contractor whichever is later considering 25 days time at BHEL end for providing Customs Clearance documents at Bangladesh, payment of Customs Duty/ Global Tax in Bangladesh etc. and 15 days time at Contractor end for finalisation of documents, filing of shipping bills, loading, slot booking, transportation and custom clearance in India, unloading/assessment/ custom clearance in Bangladesh, loading and delivery to site. Total Transit time of 40 days shall start from next day of intimation of shipment by BHEL to contractor or submission of export documents by BHEL to contractor whichever is later and the transit time End date will be date of receipt of last package of the shipped LOT at Rampal site.
- (8) In general, BHEL shall ensure delivery of cargo at consolidation point giving sufficient time for shipping keeping in view of Export invoice being raised by Unit. However, bidder has to ensure that none of the cargo is falling under debar list at GST/Custom portal for non-shipment within 90 days from date of Export invoice raised by MUs.
- (9) In case the bidder is unable to export the cargo within the stipulated time as per the Customs GST circular and in case any penalty and interest, if any is levied on BHEL the same shall be recoverable from the bidder.

- (10) **Transit Penalty:** The transit delay beyond the permitted transit period of 15 days at Contractor end mentioned at point No -7 shall attract a penalty of 0.5% per day on the contract value for the shipment lot subject to maximum of 10% of the contract value for the shipment lot.

In case, contractor ships less than 25 FRT even after consolidation of 25 FRT, then penalty shall be calculated on 25 FRT and Total Transit time of 40 days shall start from next day of intimation of shipment by BHEL to contractor or submission of export documents by BHEL to contractor whichever is later and the transit time End date will be date of receipt of last package of the shipped LOT at Rampal site. However, payment shall be made on actual quantity of cargo shipped in FRT after necessary deductions.

In case, contractor ships less than 25 FRT on BHEL request, then penalty shall be calculated on 25 FRT and Total Transit time of 40 days shall start from next day of intimation of shipment by BHEL to contractor or submission of export documents by BHEL to contractor whichever is later and the transit time End date will be date of receipt of last package of the shipped LOT at Rampal site.

- (11) Detention incurred by BHEL vehicles at consolidation/storage area due to delay in unloading of cargo shall be in contractor's account and same shall be adjusted against contractor's bill.
- (12) If Contractor opts to use containerized mode for movement of goods then entire charges like container hiring, detention and empty return shall be in his scope and these charges must be built in while quoting the price bid.

- (13) Following documents will be required at various stages as follows:

- i. Measurement Slips to be handed over to BHEL immediately before issuance of draft BL
- ii. Goods Consignment note
- iii. Copy of S/B for our records
- iv. Copies of import documents filed with Bangladesh customs along with commercial invoice.
- v. Scan Copy of Receiving issued on LR to transporters of BHEL /BHEL suppliers

- (14) Unloading at Site warehouse in Bangladesh will be done by representative of BHEL PSER.

- (15) **PRICES & PAYMENT TERMS::**

- i. 100% payment as per Price bid schedule in Indian Rupees excluding GST will be made by BHEL, ROD, Kolkata after adjustment of penalty, TDS, GST TDS, other applicable deductions, if any, within 45 working days of receipt of GST compliant Invoice with supporting documents after completion of work.

Following are the supporting documents to be submitted with GST compliant Invoice:

- a) Copy of Measurement Slips
- b) Goods Consignment Note Copy, Invoice copy of MU, packing list copy
- c) Exporter copy / customs copy of Export shipping bill.
- d) Copies of import documents filed with Bangladesh customs along with commercial invoice.

- e) Original MRC/SRV/LR duly signed and stamped showing date and no. of pkgs received at BHEL site.
- ii. Applicable GST amount will be reimbursed after its reflection at BHEL GST Portal. 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.
- iii. Bidders should quote in Prescribed Price Bid Format only. Prices to be quoted by contractors are inclusive of all taxes and duties, levies in India and outside India and exclusive of Global Tax.
- iv. 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.
- v. Price quoted by vendor 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.
- vi. No interest will be payable by BHEL in case of delay in payment due to some unavoidable circumstances.
- vii. Payment shall be made in INR only, as per rate finalized in each schedule in tender. No exchange rate variation during execution of contract shall be taken in account while making payment.
- viii. If contractor ships less than 25 FRT on BHEL request, in that case payment will be made for 25 FRT.

(16) Taxes & Duties on payments:

- i. Prices are inclusive of GST. GST portion will be paid only after its credit is reflected in BHEL GST portal.
- ii. TDS will be recovered from bills as per the rules prevalent.
- iii. Contractors Invoice shall indicate BHEL GSTIN no.: 19AAACB4146P6Z7.
- iv. Invoice having incorrect GSTIN no will have to be rectified by contractor. Financial liability if any for incorrect GSTIN no will be borne by contractor.

Billing Address: BHEL ROD Kolkata, Plot no 9/1, DJ Block, 3rd floor, Karunamoyee, Salt Lake City, Kolkata 700091.

- (17) **VALIDITY:** The contract shall be valid for 6(Six) months from date of LOA. However, if required, further validity extension of contract may be done with mutual consent of BHEL and Contractor with same rate, terms and conditions.
- (18) **The order will be placed only one party due operational exigency / efficiency.**
- (19) Company shall be resorting to Reverse Auction (RA) on GeM for this tender. Price bids of all technocommercially qualified bidders shall be opened. Reverse Auction shall be conducted with H-1 Elimination rule as per GeM guidelines.

SECTION V

GENERAL CONDITIONS OF CONTRACT

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

- 1.1 "COMPANY" shall mean Bharat Heavy Electricals Limited, in short BHEL, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- 1.2 "CONTRACTOR"/"VENDOR" / "BIDDER" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" or "FREIGHT FORWARDER or CONSOL AGENT OR CHA where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, LOA, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any) and all correspondence.
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The contract will remain valid for six months from the date of LOA. The contract can be extended by BHEL upto 30% of Contract value with the same terms and conditions and such extension shall be binding on contractor. Any further extension is subject to mutual consent of both the parties.
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Bidder with no claim on either side.

- 1.11 “CARRIER/TRANSPORTATION” shall mean the shifting/carrying Cargo by using tempo, trucks, trailers (mechanical /hydraulic), dolly and all other transportation means which shall be arranged by the Bidder for executing the work.
- 1.12 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Bidder / Bidder.
- 1.13 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.
- 1.14 LOT: Supplies which are shipped per single shipment by Vehicle/ Vehicles arranged by bidder/ supplier.
- 1.15 **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.
- 1.16 Non Heavy Lift Cargo means General cargo and ODC i.e cargo that does not fall under definition of heavy lift.

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 Technocommercial 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. Electronic Fund Transfer credited in BHEL account (before tender opening).
 - b. 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).
 - c. 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.

d. Insurance Surety Bonds

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. 8.1.2 (a) to (d) 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:

- a. 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
- b. The successful Contractor, on whom the work has been awarded, fails to deposit the required Security deposit or commence the work within the period as per Contract or refuse to accept the Contract.
- c. 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. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

BHEL Bank Account details: NAME: Bharat Heavy Electricals Limited, Bank & Branch: State Bank of India, Chowringhee Branch, Account No: 10826654112, IFSC Code: SBIN0001054.

- b. 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).
- c. 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.
- d. 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.
- e. Insurance Surety Bonds.

Note:

- i. BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
 - ii. Bidder is required to submit Security Deposit within seven (07) days of Contract. In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill.
- 9.4 The Security Deposit shall not carry any interest.
- 9.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:
The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
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.
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 Contract.
- 11.5 In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- 11.6 Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- 11.7 The Original Bank Guarantee shall be submitted to BHEL officials.

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:
- To reject any or all of the tenders.
 - To split up the work amongst two or more tenderers as per NIT.
 - To award the work in part if specified in NIT.
 - 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 Kolkata.

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 Contract or as intimated by BHEL, then BHEL at its sole discretion shall have the right to cancel the contract. The Earnest Money and/or Security Deposit furnished by the contractor to under this tender will stand forfeited without any further reference to him and without prejudice to BHEL's other rights and remedies under this contract and the applicable laws in this regard.
- 18.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

19 PAYMENT

- 19.1 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.
- 19.2 All the Bills like Freight Bills, THC, etc must be in the name of BHEL, ROD Kolkata having GSTN as 19AAACB4146P6Z7.
- 19.3 If contractors invoice is not in the name of "BHEL, ROD Kolkata", the GST will not be reimbursed to the contractor as BHEL will not be in a position to avail GST credit.
- 19.4 Contractor should timely update output data in GST portal to enable BHEL to take input tax credit. GST of the contractor will be released only on correct reflection of the invoice and amount in GST portal.
- 19.5 Freight payments along with the other charges as per the contract rates shall be made to the contractor in Indian Rupees only.
- 19.6 100% payment of the charges will be made by BHEL by NEFT / RTGS against the bill submitted with all documents as per payment terms.
- 19.7 Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, including TDS / GST TDS and/or any other levies at the prescribed rates.
- 19.8 TDS / GST TDS as applicable will be deducted from contractor's bill.
- 19.9 All the bills should be submitted in duplicate i.e one original and one copy. In addition, one scan copy bill is also to be shared.
- 19.10 GST as applicable shall be paid. Vendor to quote prices inclusive of GST. Contractor should ensure that original invoice/ bill/ receipt in the name of Company is provided at the time of payment.
- 19.11 Payment will be made against NEFT/ RTGS details mentioned in the bank e-mandate certified copy.

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: - Supply of goods and/or services have been received by BHEL.
Original Tax Invoice has been submitted to BHEL.
Supplier/Vendor has submitted all the documents required for processing of bill as per contract/purchase order/ work order.
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.
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. 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/altered/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.

- 20.2.11 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to noncompliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.
- 20.2.12 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.
- 20.3 Variation in Taxes & Duties:
- 20.3.1 Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.
- 20.3.2 In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.
- 20.3.3 In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
- 20.4 Income Tax:
TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.
- 21 RIGHTS OF BHEL
- 21.1 BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.
- 21.2 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to fulfil BHEL's commitment to its customer or the date of completion is advance due to other emergent reasons/ BHEL's obligation to its customer.
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

- 22.1 The following shall amount to breach of contract:

- 22.1.1 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.
- 22.1.2 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.
- 22.1.3 The contractor delivers equipment/ material not of the contracted quality.
- 22.1.4 The contractor fails to replace the defective equipment/ material/ component as per guarantee clause.
- 22.1.5 Withdrawal from or abandonment of the work by the contractor before completion as per contract.
- 22.1.6 Assignment, transfer, subletting of Contract by the contractor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 22.1.7 Non-compliance to any contractual condition or any other default attributable to contractor.
- 22.1.8 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.
- 22.1.9 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.
- 22.1.10 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.

22.2 Remedies in case of Breach of Contract.

- a. 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.
- b. 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.
- c. 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:

- d. 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.
- e. 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:
 - i. From dues available in the form of Bills payable to defaulted Contractor against the same contract.
 - ii. 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. iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted Contractor.
- f. 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.
- g. In addition to the above, imposition of penalty, 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.
- 22.3 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.
- 22.4 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.
- 22.5 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.

- a. 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)
- b. 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.
- c. 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.
- d. 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.
- e. 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.

22.6 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.

22.7 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 22.2. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

22.8 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 23.3 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 Kolkata 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 ROD Kolkata, 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 Kolkata 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 Kolkata.
- 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 Kolkata.
- 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 23.4.9. 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-FTS10937 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, nonobservance 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:

- a. Beyond control of either of the parties to contract,
- b. Either of the parties could not reasonably have provided against the event before entering into the contract,
- c. Having arisen, either of the parties could not reasonably have avoided or overcome, and
- d. is not substantially attributable to either of the parties And Prevents the performance of the contract,

Such circumstances include but shall not be limited to:

- a. War, hostilities, invasion, act of foreign enemies.

- b. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- c. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- d. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- e. 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.
- f. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- g. Epidemic, pandemic etc.

- 26.2 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.
- 26.3 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.
- 26.4 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.
- 26.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- a. Constitute a default or breach of the Contract.
 - b. 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.
- 26.6 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 shortclosure 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:
<https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors>.
- 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**

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 **PACKING LIST**

The approximate weight and dimension given are indicative and for guiding the contractor. The actual Dispatch particulars may vary and shall be known at appropriate stage i.e on receipt of final packing list. Contractor shall not claim any compensation from Company towards such variation in actual dispatch particulars of cargo/packages/shipments and irrespective of quantity variations.

30 **LIMITATION ON LIABILITY**

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

31 **Non-Disclosure Agreement (NDA):**

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

32 **FRAUD PREVENTION POLICY**

Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

33 **ORDER OF PRECEDENCE**

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

- a. Contract agreement with its Amendments/ Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid

- d. Technical Conditions of Contract & Scope of Work (TCC)
- e. Special Conditions of Contract (SCC)
- f. General Conditions of Contract (GCC)

34 **License/Permission/Registration:**

- 34.1 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.
- 34.2 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.
- 34.3 In case of Risk Purchase is enforced, The Bidder will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.
- 34.4 The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 34.5 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.
- 34.6 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.
- 34.7 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.

35 **ARRANGEMENT OF SHIP/TRUCK/TRAILOR/AXLES:**

- 35.1 The Bidder shall arrange the carrier i.e Truck(s)/ Trailer(s) /Axle(s) on specific intimation(s) from BHEL in writing or the time/schedule indicated in the LOI/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.

- 35.2 Before arrival of the carrier, the Bidder will inspect the cargo available at consolidation point whether under the custody of the Bidder or BHEL or its supplier or any other authorized representative and ensure its road 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 road 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 truck /trailer arranged by the Bidder.
- 35.3 The Bidder shall also intimate BHEL in writing about the documents required for loading of the cargo on the carrier. He will be responsible for examination of all the required documents before arrival of the carrier and any discrepancy in the same shall be attended to by the Bidder /BHEL in time to ensure loading on the carrier arranged by the Bidder as per cl. 35.1 above.
- 35.4 Contractor should use carrier having good track records of timely delivery.

36 **Time Limit for Submission of Bills:**

- 36.1 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.
- 36.2 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.
- 36.3 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

37 **Safety of Men, Equipment, Material & Environment:**

- 37.1 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.
- 37.2 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 37.3 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.

- 37.4 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.
- 37.5 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.
- 37.6 The 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.

38 **DETENTION OF THE CARRIER (VEHICLE) :**

It will be the responsibility of the Bidder to ensure that all the declared and available cargo is loaded on the carrier and unloaded from the carrier in time without its detention. If the carrier is detained without any written request from BHEL, the Bidder shall be fully responsible for detention of the carrier and BHEL shall in no way be liable to pay any detention charges whatsoever.

39 **CANCELLATION OF THE CONTRACT:**

- 39.1 BHEL reserves the right to cancel the contract at any point of time without assigning any reason whatsoever. The contractor shall not be entitled for any compensation as a result of such a cancellation.
- 39.2 BHEL. shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging “Vehicle/Truck/Trailer” 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.
- 39.3 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.

- 39.4 BHEL 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
- 39.5 BHEL shall claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 39.6 In 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.

40 **STATUS/PROGRESS REPORTING OF THE CONTRACT:**

- 40.1 The 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.
- 40.2 The 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.
- 40.3 Weekly 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.
- 40.4 During 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.
- 40.5 Successful 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.
- 40.6 The 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.

41 **SHORT – LANDED OR DAMAGED GOODS**

- 41.1 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 nondelivery/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.

- 41.2 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.
- 41.3 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.
- 41.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

42 **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.

43 **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.

44 **Conflict of interest among Bidders/ Agents:**

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:

- 44.1 They have controlling partner (s) in common; or
- 44.2 They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- 44.3 They have the same legal representative/agent for purposes of this bid; or
- 44.4 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
- 44.5 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

- 44.6 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:
- a. The principal service provider directly or through one Indian agent on his behalf; and
 - b. Indian/foreign agent on behalf of only one principal; or
- 44.7 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
- 44.8 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.

(TO BE FILLED AND SUBMITTED ON LETTER HEAD, DULY SIGNED AND STAMPED)

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- c. Aadhar No
 - d. Email
 - e. Tel No:
 - f. Mobile
11. Details of authorized signatory:
- a. Name:
 - b. Designation
 - c. Aadhar No
 - d. Email
 - e. Tel No:
 - f. Mobile
12. Details of Directors in case of Private Ltd; One person company; Public Limited; and Partners in case of LLP/ LLP Firms/Proprietor in case of Proprietorship company.(If more than one Director attach separate sheet for each director)
- a. Name:
 - b. Gender
 - c. % of Share of Ownership
 - d. % share in case women partners/ promoters
 - e. SC/ST(Yes or No)
 - f. PAN
 - g. Aadhar No
 - h. Email
 - i. Tel No:
 - j. Mobile
13. Whether Company is Micro/Small Enterprise (MSE) Category Yes / No
(Attach relevant documents)
14. If Company is Micro/Small Enterprise (MSE) Category whether owned by SC/ST Yes/No
15. If Company is Micro/Small Enterprise (MSE) Category whether owned by Women Yes/No
a. If yes Percentage share of Women promoter/s / Partner/s :
16. Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Labourer's Act / Child Labour Act / Transporter board/ Customs and Port procedures and all other relevant Acts, Rules and Regulations of West Bengal, Govt. of India in course of their activities and whether they are being fully complied with. Also all handling equipment's are complying as per HSE compliance /OHSAS compliance.

Yes / No

I/We give the undertaking that details given to M/s BHEL shall not be used in any way detrimental to the interest of BHEL and/or for supply of service directly or indirectly to any other customer. The information given in the above format is true to my knowledge and belief. If the above information is found false, our application is liable for rejection/cancellation of registration.

Seal of the Company & Date

Signature & Name of Contractor

Note:

1. The above application should be furnished in prescribed format only.
2. The filled up application has to be submitted along with the supporting documents, along with the tender.
3. Signing of the application form:

Type of firm	Who should sign the application form	Remarks
Govt. Of India Undertaking/State Govt. Undertaking	Person holding power of attorney	The power of attorney in original to be uploaded in the e_portal system.
Proprietorship	Proprietor	-
Partnership	The Partner holding power of attorney	The power of attorney in original to be uploaded in the e_portal system.
Limited Company	Persons holding Power of attorney	The power of attorney in original to be uploaded in the e_portal system.

SECTION- VII
FORMAT PQR and TECHNO- COMMERCIAL BID

Sr. No	Description	Remarks
Pre-Qualification Requirement (PQR)		
A	<p>Average Annual Turnover: Bidder must have an average annual turnover (revenue from operations) not less than INR 3.80 Lakhs for the last 03 Financial years. (i.e. for year, 2022-2023, 2023-24 & 2024-25).</p> <p>In case Bidder does not have audited financial results for any particular year or years (2022-2023, 2023-24 & 2024-25) then the average annual turnover shall be calculated by taking that year(s) turnover/Revenue from operation as Zero.</p>	Copy of CA certificate with UDIN no/ Audited P & L account to be submitted on the portal
B	<p>Experience of having successfully executed/completed similar works : The Bidder must submit proof of having successfully executed “International Road Transportation Contract” in the last seven years (ending last day of month previous to the one in which tender was floated) as under (copies of work order / contract along with completion certificate to be enclosed</p> <p style="text-align: center;">Three contracts of value not less than Rs 5.06 Lakhs each. OR Two contracts of value not less than Rs 6.33 Lakhs each. OR One contract of value not less than Rs 10.12 Lakhs</p> <p>NOTES: 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.</p>	Copies of contract / work order with satisfactory completion/Execution certificate of the work executed or completed from customer must be attached showing scope and value
C	MSE Parties to submit valid UDHYAM certificate	To be submitted
D	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 Company web site www.bhel.com. Bidder to submit below self – certification: “We/I declare that our firm has not been Suspended for business dealing by BHEL and we/I do not engage services of any banned firms available on www.bhel.com as on date of publication of NIT.”	A self-certification should be submitted by the bidder indicating compliances. Date to be mentioned on the certificate
E	The bidder has to submit below self- certification on company letter head. “We/I declare that I/We /our firm am/are 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”.	A self-certification should be submitted by the bidder indicating compliances Date to be mentioned on the certificate
F	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.”	A self-certification should be submitted by the bidder Date to be mentioned on the certificate

G	<p>Bidder has to maintain confidentiality of all documents shared with respect to this tender. The contractor is required to submit below nondisclosure agreement on their letter head signed by authorized signatory.</p> <p>“Subject to the provision of this agreement, all information disclosed by the BHEL to the(contractor name), shall be deemed confidential information for the purpose of this agreement. The(contractor name) represents and warrants that it shall protect the confidential information received with utmost care and diligence. All the confidential information shall be promptly returned to the disclosing party after the need for it has expired or upon request of the disclosing party, and in any event, upon completion or termination of this agreement.”</p>	<p>A self-certification should be submitted by the bidder</p> <p>Date to be mentioned on the certificate</p>
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H	<p>The Bidder is required to state the following on company letter head: “</p> <ol style="list-style-type: none"> 1. We certify and confirm that there is no complaint of the supplier of any sort or expression of inability to work with us. 2. The supplier has no bitter experience with us or our agent in past handling or supply of services. 3. The supplier has not expressed any unwillingness to work with us or our agent. 4. We agree and accept that if supplier is unwilling to work due to previous experience our offer shall be rejected. <p>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.</p>	<p>A self-certification should be submitted by the bidder</p> <p>Date to be mentioned on the certificate</p>
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I	Name, Address, email and contact details of the company at Kolkata/ Petrapole	Electricity Bill/ Telephone Bill/ Rent agreement or any other document verifying the same.
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Techno Commercial Bid		
1.	<p>Tender Documents:</p> <p>1.1 Entire tender document along with GeM Bid document to be signed and uploaded</p> <p>1.2 Section V – PQR & Techno Commercial to be signed and stamped</p>	To be submitted
2	No deviation letter: No deviation letter duly signed and stamped on letter head is to be uploaded	On letter head to be Uploaded
3	PAN CARD of the company, GST Certificate of the company, Application form with Bank signed E_mandate	Copies to be submitted
4	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 3.	To be submitted
5	<p>CUSTOM CLEARANCE AT PETRAPOLE AND BENAPOLE: Bidder to do the custom clearance and all the arrangement of documentation / necessary advance coordination as given the scope of Work, Customs Act etc.</p> <p>Details of party doing Customs clearance should be provided within 05 days of LOA</p> <ol style="list-style-type: none"> 1. Name 2. Address <p>Contact details</p>	Agreed
6	Vehicle detention: Contractor has to coordinate and plan the movement of cargo with all concerned agencies. Under any circumstance Vehicle detention will not be paid at all.	Agreed

7	Transit Time : As Specified in Tender terms & Conditions	Agreed
8	Transit Penalty due to late delivery at site: As Specified in tender Terms & Condition	Agreed
9	Payment Terms: As Specified in tender Terms & Condition	Agreed
10	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
11	Arbitration: As Specified in tender Terms & Conditions	Agreed
12	Force Majeure: As specified in the tender Terms & Conditions	Agreed
13	Validity of The Contract: As specified in the tender Terms & Conditions	Agreed
14	Insurance: Cargo Insurance from works to site will be in the scope of BHEL. However, in case of untoward incidence/accident on the way, insurance survey, opening and repacking of cargo /serving notice to the carrier etc to be arranged by the Bidder. All documents, as required for filing claim by BHEL shall be arranged by bidder within the required time. Any incidental charges of survey, packing charges as reimbursed by the Underwriters after settlement of claim will be paid by BHEL.	Agreed
15	Cancellation Of The Contract: As Specified in tender Terms & Conditions	Agreed
16	Taxes: As Specified in tender Terms & Conditions	Agreed
17	GOVT. RULES & REGULATIONS: Contractor to abide by all the rules and regulations related to Road transportation, traffic, police, customs, port etc. These would include all levies, licences, and permits for operation in India / transit country / load port country. It is obligatory for Contractor to comply with regulating requirements in load port country are fully met before award of the contract.	Agreed
18	BREACH OF CONTRACT, REMEDIES AND TERMINATION : As Specified in tender Terms & Conditions	Agreed
19	Reverse Auction: The contractor accepts to participate in the Reverse Auction Process as per GeM portal. After the completion of RA, the final bidder (L1 bidder) will have to submit the final price breakup as per Price Bid (Section VIII).	Agreed
20	Offer Validity: As Specified in tender Terms & Conditions	Agreed
21	Submission of Security Deposit: As Specified in tender Terms & Conditions	Agreed
22	Bidders having a conflict of interest shall not be eligible to participate in the tender process and shall be disqualified.	Agreed
23	Tool and Plant (T & P): Bidder shall be allowed to use only those T&P and hardware, which is in excellent working condition, tested for safe operation and adequate in capacity and size. 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
24	GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 19AAACB4146P6Z7. 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
25	If at any point of time it is found that the details furnished by the contractor are not correct then BHEL reserves the right to cancel the contract, forfeit security deposit and initiate risk purchase	Agreed
26	All payments will be made as per actual cargo being handled	Agreed
27	The order will be placed only one party due operational exigency / efficiency.	Agreed

28	The quantity/packages of cargo indicated is based on the preliminary estimates and may undergo change.	Agreed
29	<p>Return of all statutory document (Original Bill of entry & Assessment Notice, Original Bank undertaking etc.) to BHEL Dhaka/ Rampal Site office in Bangladesh.</p> <p>All invoices / documents/receipts must be in English. All documents issued in Bangla/any other language must be translated in English and certified by a Chamber of Commerce or Legal Translator Certified copies of Receipts for release of other payments.</p>	Agreed
30	<p>I / We also give the undertaking that all the statutory acts, rules & regulations applicable to International Business and to central /state Govt. in load port and discharge port country are being and will be followed by us in course of our operations/ execution of the contract.</p> <p>We are aware and now conversant with local site conditions / Weather conditions / Route feasibility to site/Local social issues/Local labor issues/Local political issues/ Geo-political situation/ Work Culture/ Weekly holidays/ festivals Holidays, etc.</p> <p>The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions both in load port country / discharge country and enroute.</p>	Agreed

SECTION VIII
PRICE BID

Schedule	Description	UOM	Quantity	Basic Charges per FRT/ month for particular schedule in INR	Applicable GST@18% on basic charges in INR	Total Charges per FRT/ month for particular schedule in INR	Total charges for particular schedule in INR
(1)	(2)	(3)	(4)	(5)	(6)=(5)*18%	(7)=(5)+(6)	(8)=(7)*(4)
Sch A	Charges for all activities from receiving/ unloading cargo at consolidation point near Petrapole/Kolkata, Export Custom Clearance, loading & transportation upto Bangladesh Border as per scope of work in INR	FRT	100				
Sch B	Charges for all activities like handling, transshipment at Bangladesh Border (if any), Import custom clearance, unloading/ loading and further transportation till delivery at Project site in Bangladesh as per scope of work in INR.	FRT	100				
Sch C	Warehouse Charges in India in INR	Month	6				
Sch D	Total Cost to BHEL = Sch A(8)+Sch B(8)+Sch C(8)						

The price should be quoted strictly as per above format considering all the following:

1. Price to be quoted by contractors inclusive of all taxes and duties, levies in India and outside India and exclusive of Global Tax. Payment of Global Tax and Import duty shall be in scope of BHEL.
2. Prices to be quoted by bidder inclusive of GST @18%.
3. No separate Crane/ forklift/hydra/labour/shifting or any equipment's used for handling of the cargo will be payable separately.
4. No additional charges/ payment of (GRI/RRI/etc) on any account shall be considered for payment.
5. No other charges will be payable except reimbursable charges as mentioned in the scope of work.
6. One shipping bill shall be filed for each lot of shipment. One Consignment Note shall be issued for each lot of shipment.
7. All payments will be made as per the price bid only. Payments will be made only for actual activity being handled/ executed by contractor. If contractor ships less than 25 FRT on BHEL request, in that case payment will be made for 25 FRT.
8. Payment shall be made as per lot shipped and no extra compensation/ increase in rate shall be payable for decrease in lot.

9. Warehouse charges in India only shall be paid on monthly basis as per break up in price bid till the time last cargo stored in warehouse under this contract is loaded for export. In case the entire cargo is shipped prior to completion of six months or extended period as the case maybe, warehouse charges shall be paid on monthly basis till storage of entire cargo at warehouse only.
10. Approximate overall quantity of shipment is envisaged 100 FRT.
11. Evaluation/ Reverse Auction will be done on Total Cost to BHEL at Sch D(8) in INR shown in above table.
12. Price format shall not be changed by bidder in any case and it may lead to rejection of their offer.
13. 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.
14. Reverse Auction shall be conducted on the basis of Total Cost to BHEL inclusive of GST@18% at Sch D(8) in the price bid .
15. Bidder to submit the final price breakup as per Price Bid (Section VIII) on same day of completion of RA.
16. 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.
17. 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.

ANNEXURE 1
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,
Regional Operations Division,
DJ-9/1, BHEL Bhavan, Saltlake, Karunamoyee,
Kolkata –700091

Dear Sir,

Subject: No Deviation Certificate

Ref: 1) GeM Bid No:
2) BHEL tender ref no : RE/KOL/EXP/2025-26/002
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 2

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and ENDORSED (SIGNED & STAMPED) BY THE BANK to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit MICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :
(for payment confirmation)

ANNEXURE 3
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 dated....., BHEL Tender Ref no:

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

Abbreviations used in the tender:

1. BHEL – Bharat Heavy Electricals Limited
2. MSTPP – Maitree Super Thermal Power Plant, Rampal ,Bangladesh
3. BIFPCL - Bangladesh-India Friendship Power Company (Pvt.) Limited, Rampal
4. BPDB - Bangladesh Power Development Board
5. TCE – Third Country Exports (Eg Rotterdam to Mongla port)
6. FRT – Freight tons
7. CIF – Cost insurance freight (INCOTERM)
8. NBR – National Board of Revenue, Bangladesh
9. CA – Chartered Accountant
10. CHA- Customs House agent or Customs Broker
11. S/B – Shipping bill
12. BE – Bill of Entry.
13. ROD – Regional Office Division
14. IO- International Operations
15. THC- Terminal Handling charges
16. SOC- Shipper Own Containers
17. COC – Carrier Own Containers
18. OBL – Original Bill of Lading
19. BL or B/L– Bill of Lading
20. PQR- Pre-Qualification Requirement
21. BIFR – Board for Industrial and Financial Reconstruction.
22. Ph- Phone
23. MO - Mobile
24. DAP – Delivery At Place
25. PAN – Permanent Account Number
26. F – Goods and services Tax
27. CEO – Chief Executive Officer
28. MSE - Micro/Small Enterprise
29. OHSAS – Occupational Health and Safety Assessment Series
30. HSE – Health Safety and Environment
31. IFSC – India Financial system Code
32. MICR – Magnetic Ink Character Recognition.
33. EFT – Electronic Fund Transfer
34. PSU – Public sector undertaking
35. ODC – Over dimension Cargo
36. HL – Heavy Lift
37. CBM – Cubic Meter
38. EP – Export Promotion Copy
39. EC – Exchange control copy
40. SDF – Standard Declaration forms
41. DEEC – Duty Exemption Entitlement certificate
42. GPS - Global Positioning System
43. VTS - Vehicle Tracking System
44. T&P – Tools and Plants
45. MEPG – Maitree Export Project Group
46. DSC - Digital Signature Certificate)
47. BG – Bank Guarantee
48. MTD – Multimodal transport Documents
49. LOI- Letter of Intent
50. GMI- General Manager- Incharge
51. TDS – Tax Deduction at source
52. FDR – Fixed deposit Receipt
53. RA – Reverse Auction
54. MSME – Ministry of Small and Medium Enterprises
55. NSIC – National Small Industries Corporation
56. GVW- Gross Vehicular weight
57. RC – Registration Certificate
58. NOC – No Objection certificate
59. DD – Demand Draft
60. MTO – Multimodal transport Operator
61. ETA – Estimated Time of Arrival
62. IPA - Integrity pact Agreement
63. IEM - Independent External Monitor
64. GRI – General Rate Increase
65. RRI - Rate Restoration Initiative
66. CMD – Chairman and Managing Director
67. IPC /PC – Indian Penal Code / Prevention of Corruption
68. FCR – Forwarder cargo Receipt
69. PSER – Power Sector Eastern Region, a unit of BHEL
70. IGM-Import General Manifest
71. National company Law Tribunal
72. FLT – Fork Lift Truck
73. FIFO: First In First Out