



Bharat Heavy Electricals Limited
Regional Operation Division, Kolkata
14/15th Floor, World Trade Centre-1, Cuffe Parade, Mumbai-400005.

No.RE/MUM/EXP/EM-2126

Date: 28/04/2021

To,
M/s _____

Dear Sirs,

Sub: Multimodal Transportation of Export Project Cargo from Kolkata Port India to MSTPP Rampal Project site, Bangladesh.

BHEL, a Power Equipment Manufacturing Company, intends to export Engineering cargo from 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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|------|-------------------------------|-----------------|
| (1) | General Information | - SECTION - I |
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The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for 02 months for acceptance from the due date of tender. Tender should be submitted as stated in "Instruction to bidders – Section - III". The technical offer should comply with the all tender requirements. **The offers with any deviation will be rejected and the price bid of the bidder will not be opened.**

REVERSE AUCTION WILL BE CONDUCTED FOR THIS TENDER.

Thanking you,
Yours faithfully
For BHARAT HEAVY ELECTRICALS LIMITED
-SD-
Dy. Manager (Exports)
Encl: Section I to VIII

SECTION I

GENERAL INFORMATION

BHEL intends to appoint a Contractor for transportation of Project cargo from Kolkata port to MSTPP Rampal Project site in Bangladesh. The contractor will have to receive cargo at Kolkata in multiple lots and deliver it to MSTPP Rampal site, Bangladesh. The quantity of cargo is about 10830 Freight Tons (FRT) , which has to be shipped in a time span of 12 Months approx. Starting from May'22 to April '23 tentatively. The Cargo Volume/weights indicated are tentative which may vary with no contractual and legal binding on BHEL.

Other Details and Contact Persons:

Sno	Name and Address	Phone Nos. & Email
1	<p>BHEL ROD Mumbai Address & Contact:</p> <p>Ms. Julie Srivastava, GM, ROD-WR</p> <p>Saket Bharadvaj, Dy Manager, Exports</p>	<p>Ph: 022-22171203/05 Email: julie@bhel.in</p> <p>Ph: 022-22171347/9619422502 Email: saket@bhel.in</p>
1.1	<p>BHEL ROD Kolkata Address & Contact: (For Execution of shipments being dispatched through Kolkatta port)</p> <p>Mr. Manoj Rastogi, General Manager</p> <p>Mr Rajiv Ranjan Sr. Manager</p> <p>Tanmoy Sarkar Dy Manager</p>	<p>Address: Plot no 9/1, DJ Block, 3rd floor, Karunamoyee, Salt Lake City, Kolkata 700091</p> <p>Ph: 033- 23216300/553/562 Email: mr64@bhel.in</p> <p>Ph: 033- 033-23210973 Email: Rajiv.ranjan@bhel.in</p> <p>Ph: 033- 033-23210973 Email: tanmoy@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>Dhaka Office for issue of documents like Commercial invoice/ packing list /COO / insurance certificate/ Bangladesh insurance policy/ progress report</p> <p>Maitree Site Office for delivery acknowledgement</p> <p>Consignee</p>	<p>Mr. B.K. Gangopadhyay, Project Manager Maitree Project Dhaka Ph: 9449821342 Email: bkg@bhel.in</p> <p>Shri Surojit Mandal Ph: +880-1708518372 General Manager & Construction Manager, 2x660 MW Maitree Super Thermal Power Project, PO-Kalekharber, Union-Rajnagar, Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh</p> <p>Managing Director, Bangladesh – India Friendship</p>

		Power Co. Pvt. Ltd., Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh.
4	Quantum of cargo	10830 FRT Approx.
5	Tentative date of supply	June '22 Onwards
6	Due date & Time of submission of EMD	09.05.2022 AT 15:00 HRS
7	Date and time of opening of technical bid	09.05.2022 AT 15:05 HRS
8	Date and time of opening of Price bid	To be intimated later via E_tender portal
9	Value of Cargo	INR 150 Cr (Approx)
10	Consignee details to be indicated in OBL	<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; <i>This is only location, actual distance will be as per the route survey conducted by the Bidders</i>)</p>

Section II
Scope of Work

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

Contractor has to provide the suitable place of loading at Kolkata port. Port of discharge will be Mongla port.

Contractor has to obtain clearances from all concerned authorities to transport the cargo through waterways/ riverways & roadways.

Contractor has to arrange all required Material Handling Equipment at port of loading and port of discharge and enroute for safe handling and transportation of cargo from Kolkatta 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 Freight Cargo to be transported: 10830 FRT (10100 FRT General + 730 FRT ODC) tentatively.

General Cargo Definition

Maximum Length of Single Package	Maximum Width of Single Package	Maximum Height of Single Package	Maximum Gross Weight of Single Package
13 meter	03 meter	03 meter	12 MT

Single package beyond any of above dimension and gross weight limited to 40MT shall be treated as ODC for this tender.

Variation: The Cargo Volume indicated is tentative which may vary with no contractual and legal binding on BHEL. However in case of increase of quantity, if BHEL desires, it will be binding on contractor to execute this increased quantity upto 30% on same rate, terms and condition.

The brief scope of work schedule covers the following:

1. To provide Warehouse space near Kolkata to accommodate minimum 2500 FRT at any point of time near to applicable Load Port
2. Receiving of Cargo from BHEL Units/ BHEL Vendors.
3. Unloading and Consolidation of Cargo at warehouse space arranged by contractor near Kolkata port including carting.
4. Loading and Transportation from Warehouse space upto applicable Load Port.
5. Measurement/Weighment of Cargo from Licensed Measurer.
6. Collection of all requisite original documents from BHEL office.
7. All Export custom clearance activities as applicable including fumigation of Wooden packages.
8. Arrangement of suitable vessel / Barge as applicable.
9. All handling activities involved as applicable.

10. Ocean transportation from Kolkata to Mongla Port .
11. Import custom clearance at Mongla port and including transit clearance if required at any place, unloading from Barge/ Vessel and loading to vehicles for further road transportation to Rampal Site.
12. Handing over of Cargo at Rampal Site to BHEL duly acknowledged (Unloading of Cargo at Rampal Site will be in BHEL scope).

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 charge to provide Warehouse space near Kolkata to accommodate minimum 2500 FRT at any point of time near to applicable Load Port.
2. Hire charges / any other charges including all charges for loading and unloading for arranging Cargo handling equipment at all locations wherever required.
3. Cost incurred for ensuring Safe & Secure upkeep of Cargo.
4. 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 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.
- 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 weekly update to BHEL via email giving details of the packages as well as LR, 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 Port / 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 BL 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 load port 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 (or Delhi if required), processing the multiple shipping bills (**DEEC / drawback etc as the case may be as advised by BHEL from time to time**), dock supervision, facilitation, loading supervision, Customs examination at port/ on barge, all barge related formalities including filing of coastal 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 like DEEC licenses etc., reimburse Wharfage payments, receive progress reports, Bidder's bill, for all cargo received by Bidder at Kolkata port respectively. Coordinating person details are provided in General Information of the tender.
 - 1.7. It is the responsibility of the Bidder to ensure that the vessel/s /barge/s used for sea freighting complies with all the necessary national / international / insurance /safety regulations and its age **is less than 25 years**. The vessel/s /barge/s used are certified for sea worthiness by Lloyds Register or equivalent and should be as per Institute of Marine Cargo clauses 1 or A and should have requisite permission for berthing at Indian/Bangladesh port. A shipping company certificate certifying Class/sea worthiness should be given with each BL. The vessels/barge arranged should be eligible to call at Bangladesh Ports (the vessels/barges used must comply with the local rules / regulations). The vessels/ barge to be arranged on Full Liner in – Full Liner out basis. All barges to be put to use by the bidder, shall have all certificates including sail worthiness certificate, requisite institution of classes/Marine insurance certificate and should have requisite permission for berthing at India/Bangladesh port.
 - 1.8. Bidder will take all the necessary permissions from the relevant agencies at and outside Port etc. for carting of cargo/ Lift On, Lift Off activities without any involvement of BHEL. Bidder to obtain necessary permissions/clearances from all concerned Authorities for transportation of all the materials.
 - 1.9. Bidder has to arrange for Loading/unloading of the materials from the Bidder's warehouse and transportation to the Port, arrange movement and handling of the cargo inside the port, load/unload the cargo on to the vessel /barge arranged by the Bidder. All charges like hook on / hook off, stevedoring / crew and port charges pertaining to the vessel/barge shall be to the bidder's account. Contractor has to deploy appropriate gears depending on the type and nature of our cargo (Gears- Mobile cranes, FLT's, Hydra etc.)
 - 1.10. Arrange passes for BHEL personnel/ insurance surveyor for visit / supervision of the cargo loading activity into the vessel / barge, if desired.
 - 1.11. Arrange all activities for ocean freighting of cargo from Kolkata to Mongla Port using vessels/barges having good track records of timely delivery and then to Project site having good track records of timely delivery.
 - 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 load / discharge port, the Bidder to do all necessary work for priority vessel/barge berthing. BHEL shall not be responsible for any vessel/barge idling /Vessel detention charges due to delay in berthing including (1) Delay in allocation of berth at load / discharge port (2) Delay in berthing of the vessel/barge due to non availability of the customs clearance documents (3) Delay in berthing for want of arrangement of requisite Trucks/ Trailers / Barges/ Crane etc. for direct delivery from the vessel/barge.
 - 1.14. All Port Charges (Load Port / Discharge Port/ Transit ports) shall be to the Bidder's account. Only Wharfage charges for cargo at Kolkata shall be reimbursed by BHEL. Wharfage charges at other ports will be to 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 cargo arrival to avoid detention / demurrage. Custom Duty and associated VAT is exempted for the imports to this project in Bangladesh and the Bidder should do the necessary coordination/liaison work to get the **Duty exemption Certificate** in time with them without any delay.) Arrange timely customs clearance of cargo at Discharge Port. Bidder has to take-up with

- concerned statutory bodies/agencies such as BHEL site office, BHEL Dhaka office , BPDB, Custom office at Dhaka, Khulna, Mongla or at site, customer offices at Dhaka/site including any ministerial coordination, if required, to arrange all document to obtain Exemption certificate 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 vessel/barge leaves Indian shores so that OBLs are timely arrange for taking delivery at discharge port. Bidder to coordinate closely with site authorities and finalize / inspect the storage area at site including the route from Mongla port to 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, port 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 Port of Origin / Port of 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. The bidder has to arrange suitable barges in requisite number as per required schedule for safe and timely transportation of cargo through waterways. All the Barges /Vehicles used for water /road transport shall be equipped with GPS (Global Positioning System)/ VTS (Vehicle Tracking System). The vendor shall demonstrate to BHEL proper functioning of such system for each and every consignment, if required.
 - 1.21. Bidder should ensure timely customs clearance/transit clearance at port of origin and port of discharge and 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 the jetties at port of origin / port of discharge, 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.
 - 1.22. 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.
 - 1.23. 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.
 - 1.24. 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.
 - 1.25. 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.
 - 1.26. Based on the particulars of consignments given in tender, bidder shall finalize and submit with offer the description of transport to be used for handling and shifting the Consignments from starting point to site. 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 /road / water transport authorities for the proposed use.
 - 1.27. Bidder shall ensure that all the consignments is properly stowed, lashed / bedded /secured during port handling, storage, loading and transportation.
 - 1.28. Bidder shall ensure timely and continuous unloading of cargo from incoming Vessel / Barge at discharge port and transportation of the same to site. Any demurrage or associated costs due to delay in unloading from Vessel / Barge, etc shall be to the Bidder's account.

- 1.29. 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.
- 1.30. Bidder shall arrange suitable wooden, steel and concrete sleepers, pedestals, stools, winch, temporary supports rollers and guides etc. required for receiving, storing, handling and transporting the said cargo. This requirement will exclude any special handling & transportation structure provided by BHEL.
- 1.31. Bidder shall intimate BHEL, 10 (Ten) days in advance prior to actual sailing date of the Barge for preparation and signing of the requisite documents required by customs & port authorities. Bidder shall prepare all the necessary documents in required number of copies to accompany with the barge / trailer 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.
- 1.32. Bidder will work round the clock at the port / storage, if any / en-route anywhere, as required. 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.
- 1.33. The cost of liaison and coordination with all concerned authorities will be to bidder's account.
- 1.34. 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.
- 1.35. 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.
- 1.36. Bidder should ensure safe custody of materials during transportation and storage, if any, en-route from Port of origin to site. However, Project Insurance will be taken by BHEL for the entire cargo as per Marine Policy.
- 1.37. Bidder shall submit the progress report to BHEL or their authorized representative as per the format to be mutually agreed. Bidder shall submit daily progress report indicating the receipt / dispatch status at port / storage / Road repair etc , movement status of various trailers/barges as on date, constraints if any, etc, along with plan for next 3 days.
- 1.38. 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, waterways, 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 barges / trailers / trucks 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, waterways etc. For any damage caused by the breach thereof, the Bidder shall be solely responsible.
- 1.39. Bidder shall ensure availability of competent person with all communication aids (e.g. mobile, e-mail etc) at the following places: Port of Origin / Port of Discharge / Temporary storage location, if any / Jetty / Warehouse / Site, to ensure proper coordination of logistics for the entire duration of the Contract and for expediting the operations / documentations related to custom clearance issues.
- 1.40. 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.
- 1.41. Bidder to furnish their Emergency preparedness / contingency arrangement for rescue/recovery from any disruption of journey during transportation by road/ water
- 1.42. Wherever 'Trailer' is mentioned in this section of scope of work, it shall mean suitable Mechanical / Hydraulic Axles along with Prime mover of adequate capacity Wherever 'T&P' or 'Tools & Plants' is mentioned, it shall include all machinery/crane/ trailer/ barge/ tug/ any other equipment required as and when for execution of the job.
- 1.43. Wherever 'MU' is mentioned, it shall mean BHEL Manufacturing Unit.
- 1.44. Unloading of the cargo at the MSTPP Rampal Project site warehouse will be done by representative of PSER BHEL.
- 1.45. Bidder to ensure "Material/store Receipt" 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.

- 1.46. Bidder has to ensure timely payments to their counterpart/associate in Bangladesh to meet the timely project schedule.
- 1.47. Bidder has to assign at least one dedicated official for the contract, who will co-ordinate with BHEL, MEPCO, IO, New Delhi, Kolkata on daily basis for all activities. Bidder to provide Name, Phone, email details within 5 days of receipt of LOA.
- 1.48. As per contract with Customer, import for this project in Bangladesh shall be exempted from payment of custom duty and associated VAT.
- 1.49. All Import in Bangladesh for MSTPP shall be in the name of BIFPCL and such import shall be exempted from payment of Custom Duty. However, any other taxes/ duties/ cess etc, if applicable shall be paid by bidder.
- 1.50. If the packages at the time of arrival are not sea worthy then bidder should raise timely alarm and take corrective action with BHEL/BHEL vendor. Under no circumstances the bidder will receive Non seaworthy packages for shipment.
- 1.51. 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.
- 1.52. 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.
- 1.53. The Bidder should Identify suitable location / land and construct approach roads / bypasses wherever required. Necessary materials/equipments and services required for the said work will be in the bidder's scope. Bidder will be fully responsible for all legal and financial transaction with the owner of land/owner of barge. 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.
- 1.54. Dredging if required, during the water transport shall be in bidder's scope to ensure smooth movement of barges/vessel to port/site jetty.
- 1.55. 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.

SECTION III

INSTRUCTIONS TO BIDDERS **GUIDELINES FOR OFFER SUBMISSION:**

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

Name: R. Inchara

Email ID: inchinchu@gmail.com

Phone no: 8553226267

5. The tender documents comprise the following:-

(i) EMD: The EMD of **INR 920892** to be submitted through NEFT/RTGS. The fund may be transferred to the following account.

BHEL Bank Account details:

NAME: Bharat Heavy Electricals Limited

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

Account No: 10783155482

IFSC Code: SBIN0005345

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

(ii) Part-1 – Techno Commercial Bid.

All required documents must be submitted on the portal.

(iii) Part-2 – Price Bid

Must be quoted in BOQ format provided at the portal.

Format of price bid must not be changed.

EVALUATION CRITERIA:

1. The offers will be evaluated on the basis of Lump sum Price (**Total Cost to BHEL**) quoted in Price Bid.
2. Reverse auction shall be conducted for this tender.

SECTION-IV
SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.
- (2) Draft BL/MTD has to be approved by BHEL. BL/MTD has to be clean and mentioned 'FREIGHT PREPAID'. Bidder to ensure that OB/L is released within 03 days of ship sailing date. If issue of OB/L is delayed then penalty of Rs.2000/- per day will be charged starting from 4th.working day of ship sailing date (sailing date exclusive) irrespective of time of sailing. Bidder should have to issue OBL at its New Delhi Branch or Kolkata Branch.
- (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 should be shipped within 10 Days of accumulation of 1200MT at Kolkata port and further should be delivered at Rampal site within 30 days. Total Transit time of 40 days shall start from next day of last package received at consolidation place for accumulation of 1200 FRT and the transit time End date will date of receipt of last package at Rampal site of the shipped LOT.
- (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 due to late delivery at Site:** The transit delay beyond the permitted transit period shall attract a penalty of 0.7% 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, bidder ships less than 1200 FRT even after consolidation of 1200 FRT then penalty shall be calculated on 1200 FRT and Total Transit time of 40 days shall start from next day of last package received at consolidation place for accumulation of 1200 FRT and the transit time End date will be date of receipt of last package of balance cargo (out of consolidated 1200 FRT) at Rampal site.
- (11) Detention incurred by vehicles at load port/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) Any New taxes & duties in India, if imposed subsequent to last date of submission of Offer as per NIT , by Central/state Govt /Indian statutory authority and becomes directly applicable on items specified in Bill of quantity , full reimbursement shall be made provided it becomes applicable on items specified in price bid.
- (13) Prices shall be quoted by Bidder Excluding GST as applicable in India. Only GST as applicable in India shall be paid extra. Taxes /duties if any applicable outside In India shall also be in scope of Bidder.
- (14) As per GST Act, penalty is taxable as service and is subject to GST @ 18%, which shall be charged over and above the penalty amount. A separate GST invoice will be raised by BHEL for the same.
- (15) **Following documents will be required at various stages as follows:**
- i. Measurement Slips of licensed measurer to be handed over to BHEL immediately before issuance of draft BL
 - ii. "Shipped on Board" OBL as per UCP 600
 - 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
- (16) Unloading at Site warehouse will be done by representative of PSER BHEL.

14. PAYMENT TERMS:

All payment will be made in INR.

100% payment as per Price bid schedule excluding GST **after adjustment of penalty, GST on penalty, TDS , GST TDS and other applicable deductions** , will be made within 30 days of receipt of GST compliant Invoice with supporting documents after completion of work. Applicable GST amount will be reimbursed after its reflection at BHEL GST portal.

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

- (i) Copy of Measurement Slips of licensed measurer/Surveyor
- (ii) OBL Copy, Invoice copy of MU, packing list copy
- (iii) Exporter copy / customs copy of Export shipping bill.
- (iv) Copies of import documents filed with Bangladesh customs along with commercial invoice.
- (v) Statement of fact of berthing/Sailing of vessel/barge/Transport document at Mongla /applicable port/ Temporary Jetty.
- (vi) Original MRC/SRV duly signed and stamped showing date and no. of pkgs received at BHEL site.
- (vii) Copy of proof of Vessel/Barge age and class of Institution certificate.

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.

The cargo dimensions/weight may vary. Payment will be made as per actual quantities shipped/ transported.

15.Taxes & Duties on payments :

- (i) GST will be paid extra as applicable
- (ii) (ii) TDS will be recovered from bills as per the rules prevalent.
- (iii) Contractors Invoice shall indicate BHEL GSTIN no.: **19AAACB4146P1ZC**.
- (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.

Payment shall be made by ROD Kolkata office.

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

1. **VALIDITY:** Contracts shall be valid for 12 months from date of LOA and can be extended for next 3 months with the same terms and conditions. This extension of 03 months shall be binding on contractor. Further validity extension may be done with mutual consent of BHEL and contractor.

GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: **19AAACB4146P1ZC**. 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.

SECTION V

GENERAL TERMS AND CONDITIONS

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

- 1.1 "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" shall mean the individual, or firm or Company or LLP 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" or "MTO" or "FREIGHT FORWARDER" OR "BARGE OPERATOR" or "Successful Bidder" where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Discharge Port or Project store or any other place/location, as specified in the contract, at which the Cargo/ equipment are to be delivered and services are to be performed as per the specifications prescribed in the contract
- 1.4 The "CONTRACT" or "CONTRACT DOCUMENT" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Company and the Contractor together with the documents referred to therein including the work order, LOA, 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).
- 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 ROD MUMBAI.
- 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 till the date specified in the contract after considering time extension(s), if any granted by the Company to the Bidder. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.

- 1.10 "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/SHIPPING/TRANSPORTATION" shall mean the shifting/carrying Cargo by using ships, barges, tempo, trucks, trailers (mechanical /hydraulic), dolly, heavy duty railway equipment wagons, aircraft and all other transportation means which shall be arranged by the Bidder for executing the work.
- 1.12 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 on single voyage/barge/vessel 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 ISSUE OF NOTICE:

- 2.1 The Bidder shall furnish the name, designation and addresses of his authorized agents/associates at / Mumbai (India), at the Load Port and at the discharge Port/Site. All complaints, notices, communications and references shall be deemed to have been duly given to the Bidder, if delivered to the Bidder or his authorized agent/representative through any mode (e-mail, telegram, fax, letter by courier, ordinary post / registered post / hand delivery /SMS/ Whatsapp or by any other means etc.).

3 COMMENCEMENT OF WORK:

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

4 DISCREPANCY AND CONTRADICTION

- 4.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.
- 4.2** In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, UNIT HEAD-ROD BHEL or his authorized representative shall be the deciding authority with regard to intention of the contract.

5.0 ARRANGEMENT OF SHIP/BARGE/TRUCKTRAILOR/AXELS:

- 5.1 The Bidder shall arrange the carrier i.e ship(s)/ Barge(s)/ Truck(s)/ Trailer(s) /Axel(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.
- 5.1 Before arrival of the carrier, the Bidder will inspect the cargo available in Port whether under the custody of the Bidder or BHEL or its supplier or any other authorized representative and ensure its sea worthiness. Any deficiency in this regard shall be brought to the notice of BHEL in writing suggesting remedial measures to enable BHEL to make it sea worthy. Alternatively, such action can be taken by the Bidder after obtaining written approval of BHEL to the action as well as to the cost. Such cost incurred by the Bidder shall be reimbursed by BHEL to the Bidder, if agreed. After such remedial measures, the Bidder shall be responsible for loading of the cargo on the Ship arranged by the Bidder.
- 5.2 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.5.1 above.

6 DETENTION OF THE CARRIER :

- 6.1 It will be the responsibility of the Bidder to ensure that all the declared and available cargo is loaded on the 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.
- 6.2 In case of non availability of Barges to receive heavy lifts directly from Vessel on its arrival at port of origin, the detention charges of stoppage of vessel at port of origin will have to be borne by the bidder.
- 6.3 For unloading of cargoes on to wharf, the availability of Hydraulic axles is essentially required at the time of arrival of vessel. Due to non-availability of required trailers/tools & equipments the trucking & terminal handling charges will be to bidder's accounts

7.0 INVOICES AND PAYMENTS

- 7.1 The Bidder will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 7.2 The successful bidder shall furnish proof of GST registration with GST Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- 7.3 Bidder to intimate immediately on the day of Export of Goods to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances. Postal address and email ID shall be intimated later.
Portal Address – Shall be intimated later and Email Address – Shall be intimated later.
In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
- 7.4 In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.
- 7.5 Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- 7.6 Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any

other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.

- 7.7 Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 7.8 In case of LD recovery the applicable GST shall be also be recoverable from the suppliers.

8 Taxes & Duties

- 8.1 All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable in India as well as in destination are included in the quoted price. GST & applicable Cess, if any, in India will be payable extra as enumerated in Payment terms.
- 8.2 TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 8.3 TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- 8.4 Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.
- 8.5 Any New taxes & duties in India, if imposed subsequent to last date of submission of Offer as per NIT , by Central/state Govt /Indian statutory authority and becomes directly applicable on items specified in Bill of quantity , full reimbursement shall be made provided it becomes applicable on items specified in BOQ (price bid).
- 8.6 Prices shall be quoted by Bidder Excluding GST as applicable in India . Only GST as applicable in India shall be paid extra .Taxes duties. if any applicable outside In India shall also be in scope of Bidder.

9 RISK PURCHASE:

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

- 9.1 If at any time during the validity of the contract, the Bidder fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the Bidder, BHEL reserves the right to get the work done by other parties or departmentally at the risk and cost of the Bidder and also forfeit the security deposit.
- 9.2 To recover any moneys due from the Bidder, from any money due to the Bidder under this or any other contract or from the Security Deposit.
- 9.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

10 OBSERVANCE OF LOCAL LAWS :

- 10.1 The Bidder shall comply with all Laws, Statutory Rules, and Regulations etc. The Bidder shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law of load port country / transit country/ discharge port country for smooth execution of the Contract.
- 10.2 The Bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract in load port country/transit country/ discharge port country.
- 10.3 The Bidder shall be responsible for the proper behavior and observance of all applicable regulations by the staff employed in load port country/transit country/ discharge port country.

11 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- 11.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Bidder and his workmen without exception. The Bidder shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 11.2 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 bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, bidder 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.
- 11.3 The Bidder 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.
- 11.4 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.

12 **INSURANCE:**

- 12.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 12.2 The Bidder shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Bidder or his employees or any other person engaged.
- 12.3 The Bidder shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 12.4 If due to Bidder's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Bidder.

13 **FORCE MAJEURE:**

The following shall amount to force majeure conditions:-

- 13.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion, insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Bidder has no control.
- 13.2 If the Bidder suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this

- contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the Bidder to BHEL within 14 days from the date of occurrence thereof.
- 13.3 The Bidder by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 13.4 Force Majeure conditions will apply on both sides.

14 PREVENTION OF CORRUPTION:

- 14.1 Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- 14.2 BHEL shall be entitled to cancel the contract and to recover from the Bidder the amount of any loss resulting from such cancellation, if the Bidder has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favor or disfavor to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Bidder in relation to this or any other contract with BHEL.

15.0 ARBITRATION & CONCILIATION:

- 15.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Conciliation Clause herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the ROD issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL ROD issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL ROD issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.
- 15.1.2 The Arbitrator shall pass a reasoned award.
- 15.1.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi/Mumbai. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 15.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.
- 15.1.4 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes

concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

- 15.1.5 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.
- 15.1.6 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

15.2 **CONCILIATION:**

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

Notes:

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

15.6 **CONCILIATION:**

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

Notes:

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

15 LAWS GOVERNING THE CONTRACT:

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

16 SHORT – LANDED OR DAMAGED GOODS.

- 16.1 It shall be the responsibility of Bidder to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/ losses/ damages. Under no circumstances, the intimation be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Bidder.
- 16.2 In case of goods specified by BHEL and in case of apparent damages, the Bidder 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 Bidder shall lodge claim with the appropriate authorities.
- 16.3 The Bidder is responsible for safe transportation of the goods. Bidder shall effect open delivery of the cases of major damage after completing the due processes.
- 16.4 The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

17 REQUIREMENTS OF PERFORMANCE.

- 17.1 All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Bidder at his own cost. Any contingency arising in this respect shall be the responsibility of the Bidder. Also the Bidder shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.
- 17.2 The contract as entered into between BHEL and the Bidder shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- 17.3 The Bidder shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Bidder shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During trans-shipment he shall provide all packing and leashing at his own cost.
- 17.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Bidder at his own cost.
- 17.5 Any information / documents like route survey reports, third party approvals given to BHEL shall not in any way absolve or relieve the Contractor from any of his obligation, responsibility, or liability as per scope of work.
- 17.6 The Bidder shall be liable for any defects in the construction of any part of the Works, where such defects are due to any bad workmanship, the use of defective or inferior quality materials, error, omission, or negligence of the Contractor.
- 17.7 The Contractor shall be liable for the consequences of faulty design and specifications, lack of care and negligence for that part of the Works, which was designed and specified by the Contractor for the period specified. The Contractor shall keep the Employer fully and effectively indemnified against all legally enforceable losses, damages, injuries, deaths, actions, proceedings, claims, demands and all associated costs suffered by the Employer or any third party.

18 INDEMNITY:

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

19 SECURITY DEPOSIT

19.1 Successful bidder shall submit 5% of the total contract value as security deposit within Five days of issue of LOA for the contract. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit

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

19.2.1 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

19.2.2 Bank Guarantee (valid upto 06 month after contract period) from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bidder to obtain the proforma for Bank Guarantee format from BHEL on issue of LOA.

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

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

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

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

19.4 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. 19.2.3 and 19.2.4 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after one **(3) month** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

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

20 EARNEST MONEY DEPOSIT:

20.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms : Electronic Fund Transfer credited in BHEL account (before tender opening) in Below bank account of BHEL

NAME: Bharat Heavy Electricals Limited

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

Account No: 10783155482

IFSC Code: SBIN0005345

20.2 EMD of the Bidder will be forfeited if:

- (i) After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

- (ii) The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract
 - (iii) If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- 20.3** EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ Bidders” and forfeited/ released based on the action as determined under these guidelines.
- 20.4** EMD of successful bidder will be adjusted towards part of the security deposit.
- 20.5** EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder. Bidder must submit E-mandate certified by bank for return of EMD.
- 20.6** EMD shall not carry any interest.

In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs.20 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

21 DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

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

22 BHEL FRAUD PREVENTION POLICY:

- 22.1** Bidder along with its associate/ collaborators/ sub-Bidders/ sub vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

23 CANCELLATION OF THE CONTRACT:

- 23.1** 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.
- 23.2** BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging barge/vessel and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of Bidder leading to cancellation of contract.
- 23.3** 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.

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

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

24.1 Commitment by BHEL:

26.1.1 BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

24.2 Commitment by Bidder/ Supplier/ contractor:

24.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

24.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

24.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL

24.2.4 If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ Bidder as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

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

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

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

For MSE vendors getting award-

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

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

26 LICENSE/ PERMISSION/ REGISTRATION:

- 26.1** Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such Licence/ Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The Bidder shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the Bidder. **If any new tax is levied, subsequent to the signing of the contract, new tax or duty levied by Govt of India will only be reimbursed on the basis of written proof regarding imposition of new tax while tax levied by foreign Govt/body has to be absorbed by the contractor.** The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Bidder shall be entertained by BHEL for any breach of the provisions/Acts or laws by the Bidder.
- 26.2** In case of Risk Purchase is enforced, The Bidder will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.
- 26.3** It shall be the duty of the Bidder to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers/cargo. The Bidder shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 26.4** The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 26.5** 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.
- 26.6** The Bidder is responsible for safe transportation of the goods. Bidder shall effect open delivery of the cases of major damage after completing the due processes.
- 26.7** The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

27 TIME LIMIT FOR SUBMISSION OF BILLS

- 27.1** The Bidder shall make a claim for the services rendered under this contract to BHEL within **(3) Three months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 27.2** No claim in respect of under payment to the Bidder 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 four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 27.3** 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 General Manager,

notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the Bidder.

28 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

- 28.1** Bidder shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance
- 28.2** Bidder shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract
- 28.3** Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

29 EXPEDITING :

- 29.1** Bidder is free expedite cargo arrival by following up with BHEL MUs/BHEL vendors based on the pending cargo remaining in the packing list and vessel/Barge likely being planned.

Bidder will be responsible to follow up with BHEL MUs/BHEL vendors for cargo arrival schedule provided by them at 1st instance. He will keep track of cargo from the day it has left the works and plan further accordingly especially in case of ODC/HL.

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

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SECTION- VI

TECHNICAL BID (RE/MUM/EXP/EM-2126)

Sr. No	Description	Remarks
1.	Average Annual Turnover: Bidder must have an average annual turnover not less than INR 1.39 Cr. for the last 03 Financial years Last 03 FY shall be read as 2018-2019, 2019-20 and 2020-21.	Copy of CA certificate with UDIN no/ Audited P &L account to be submitted on the portal
2.	<p>Experience of having successfully executed/completed similar works : The Bidder must submit proof of having successfully executed “Multimodal (involving two or more modes of Transport) Logistics contract inclusive of ocean freighting” 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>(a) Three contracts of value not less than Rs 1.85 Cr each. OR (b) Two contracts of value not less than Rs 2.30 Cr each. OR (c) One contract of value not less than Rs 3.69 Cr.</p>	Copy of satisfactory completion/Execution certificate from customer in respect of these Contracts showing the scope and value of contract to be submitted. Details of the customer with email and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.
3.	Bidder must have valid MTO Certificate issued by Director General of Shipping as on date of publication of NIT.	Copy of MTO certificate to be enclosed
4.	Earnest Money Deposit: The Bidders, shall submit tenders with interest free EMD as per tender conditions on or before due date. Offers without EMD shall not be considered Bidders. The EMD amount for this tender is INR 920892. Please refer section III for NEFT details.	(Details of the EMD through EFT to be provided here)
5.	<p><u>Vessel/Barge Requirements:</u></p> <p>Vessel/Barge requirements as detailed in scope of work. The age of the Vessel/Barge should be less than 25 years & should be eligible to call at Bangladeshi Ports. The certification of the Vessel/Barge for seaworthiness by Lloyds Register or equivalent and complies with Institute of Marine Cargo 1 or A, will have to be submitted along with the Freight Invoices.</p> <p>The Bidder shall furnish the following information/documents for each shipment :</p> <ol style="list-style-type: none"> 1. Sailing report/certificate from the agent/master/shipping co./ Barge operator 2. Statement of Facts from the vessel/barge agent at Load Port and Discharge Port. 3. Necessary certificates from the shipping/Barge company that the Vessel / Barge are certified for seaworthiness 	Agreed

6.	<p>The Bidder shall furnish the following information/documents for each shipment on accumulation of cargo / notice of readiness of cargo from BHEL for each shipment:</p> <table border="1" data-bbox="237 205 1325 583"> <thead> <tr> <th data-bbox="237 205 323 239">Sno</th> <th data-bbox="323 205 1224 239">Technical Details</th> <th data-bbox="1224 205 1325 239">Agreed</th> </tr> </thead> <tbody> <tr> <td data-bbox="237 239 323 273">1</td> <td data-bbox="323 239 1224 273">Name of Nominated Vessel/Barge</td> <td data-bbox="1224 239 1325 273"></td> </tr> <tr> <td data-bbox="237 273 323 306">2</td> <td data-bbox="323 273 1224 306">Shipping Company/Vessel Owner/Charterer</td> <td data-bbox="1224 273 1325 306"></td> </tr> <tr> <td data-bbox="237 306 323 340">3</td> <td data-bbox="323 306 1224 340">Age of Vessel/Barge</td> <td data-bbox="1224 306 1325 340"></td> </tr> <tr> <td data-bbox="237 340 323 373">4</td> <td data-bbox="323 340 1224 373">Registry Details (P&I Club, Lloyds Registration details of the vessel to be Provided)</td> <td data-bbox="1224 340 1325 373"></td> </tr> <tr> <td data-bbox="237 373 323 407">5</td> <td data-bbox="323 373 1224 407">Vessel /Barge Insurance Details (Name of Insurer, Insurance value to be Provided)</td> <td data-bbox="1224 373 1325 407"></td> </tr> <tr> <td data-bbox="237 407 323 441">6</td> <td data-bbox="323 407 1224 441">Gear Capacity</td> <td data-bbox="1224 407 1325 441"></td> </tr> <tr> <td data-bbox="237 441 323 506">7</td> <td data-bbox="323 441 1224 506">Present Position of the Vessel (Latitude, Longitude and steaming direction on the day of the Opening of the tender)</td> <td data-bbox="1224 441 1325 506"></td> </tr> <tr> <td data-bbox="237 506 323 539">8</td> <td data-bbox="323 506 1224 539">Itinerary of the Vessel (Last Port of call, ETA at Load Port)</td> <td data-bbox="1224 506 1325 539"></td> </tr> <tr> <td data-bbox="237 539 323 583">9</td> <td data-bbox="323 539 1224 583">Voyage time from Load Port to discharge port</td> <td data-bbox="1224 539 1325 583"></td> </tr> </tbody> </table>	Sno	Technical Details	Agreed	1	Name of Nominated Vessel/Barge		2	Shipping Company/Vessel Owner/Charterer		3	Age of Vessel/Barge		4	Registry Details (P&I Club, Lloyds Registration details of the vessel to be Provided)		5	Vessel /Barge Insurance Details (Name of Insurer, Insurance value to be Provided)		6	Gear Capacity		7	Present Position of the Vessel (Latitude, Longitude and steaming direction on the day of the Opening of the tender)		8	Itinerary of the Vessel (Last Port of call, ETA at Load Port)		9	Voyage time from Load Port to discharge port		
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7.	Bidder should have office at Kolkata.	Office Address to be given with proof.																														
8.	<p>Overseas Transporter: The Bidder must submit the details of the Overseas Transporter in Bangladesh with regard to choice of the local transporter should be enclosed with offer Name: Contact Details: Address</p>	To be Enclosed																														
9.	<p>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.</p> <p>Bidder to arrange for lifting beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading and trans-shipment of the cargo both in India and overseas at their cost.</p>	Agreed																														
10.	Transit Time : As specified in the Tender Term & condition.	Agreed																														
11.	Tender Documents: Entire tender document & amendments if any including forwarding letter of the tender document along with blank price bid without disclosing price but mentioning only “quoted” duly signed and stamped on each page should be uploaded on E_tender portal.	Enclosed																														
12.	Compliance Letter: The compliance letter duly signed and stamped on letter head as per section VIII.	Enclosed																														
13.	<p>Integrity pact Agreement (IPA) (Refer annexure I)</p> <p>a. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Bidders are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>Details of IEM 1.Shri Virendra Bahadur Singh, IPS (Retd.) 2. Shri Arun Chandra Verma, IPS (Retd.)</p> <p>b. Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p>	Enclosed																														

	<i>Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department For all clarifications/ issues related to the tender, Please contact representative details given in the General information section of this tender.</i>	
14.	Authority Letter : An authority letter indicating that the person signing the IPA is the duly authorized by the company/firm	Enclosed
15.	Transit penalty due to late delivery at Site : As specified in the Tender Term & condition.	Agreed
16.	The Bidder should not have been banned/Suspended for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank as on date of publication of NIT.	A self-certification should be submitted by the bidder indicating compliances.
17.	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	A self-certification should be submitted by the bidder indicating compliances.
18.	Dead Freight: Contractor has to coordinate and plan the movement of cargo with all concerned agencies. Under any circumstance Vessel detention / Dead Freight will not be paid at all.	Agreed
19.	PAYMENT TERMS: As specified in the Tender Term & condition.	Agreed
20.	INDEMNITY: Bidder shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
21.	ARBITRATION: As specified in the Tender Term & condition.	Agreed
22.	FORCE MAJEURE: As specified in the Tender Term & condition.	Agreed
23.	VALIDITY: As specified in the Tender Term & condition.	Agreed
24.	TRANSSHIPMENT: Transshipment not allowed.	Agreed
25.	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 re-packing 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
26.	CANCELLATION OF THE CONTRACT: As specified in the Tender Term & condition.	Agreed
27.	TAXES: As specified in the Tender Term & condition.	Agreed
28.	GOVT.RULES & REGULATIONS: BIDDER to abide by all the rules and regulations related to road/Vessel/ Barge transportation, traffic, police, customs etc.	Agreed
29.	CUSTOM CLEARANCE AT LOAD PORT, DISCHARGE PORT, MONGLA PORT and Customs at Site: Bidder to do the custom clearance and all the arrangement of documentation / necessary advance coordination as given the scope of Work, Customs Act etc.	Agreed

	<p>It will be responsibility of the Bidder to arrange for Duty exemption Certificate (DEC) and liaise with all relevant authorities including Ministerial work, to ensure that the DEC is available before arrival of shipment at Mongla.</p> <p>Details of party doing Customs clearance should be provided within 02 days of LOA</p> <ol style="list-style-type: none"> 1. Name 2. Address 3. Contact details 	
30.	The quantity/packages of cargo indicated is based on the preliminary estimates and may undergo change.	Agreed
31.	<p><u>RISK PURCHASE:</u></p> <p>In the event of failure of Bidder to lift the consignment offered to them, BHEL reserves the right to use alternative source at their risk and cost and extra expenditure incurred if any shall be borne by the Bidder. Bidder shall ensure that the vehicle/vessel is placed as and when requisitioned.</p>	Agreed
32.	<p><u>RA will be conducted on the Total Price received in the price bid. The final price break up after the RA will be in proportion to the pre defined weightage as per Price Schedule.</u></p>	Agreed
33.	<p>Documents Required:</p> <p><i>Along with the technical Bid</i></p> <ol style="list-style-type: none"> 1 Duly filled up and signed tender document as well as acceptance of essential conditions as contained in Tender. 2 Integrity Pact agreement. 3 Certificate of compliance 4 EMD of requisite amount to BHEL. <p>For each shipment, the Bidder has to provide the following documents:</p> <ol style="list-style-type: none"> 1. Authorization from the Vessel Owner/Shipping Company/Charterer to offer the vessel for carrying out this contract. 2. Registration Details of Vessel and supporting documents 3. Insurance details of the vessel and supporting documents <p><i>After Completion of loading and sailing from Load Port</i></p> <ol style="list-style-type: none"> 1 Three Sets of Original Clean Bills of Lading shipped on board with Freight Prepaid Stamping 2 Five sets of Non Negotiable Bills of Lading <p><i>After Delivery of Cargo at Site:</i></p> <ol style="list-style-type: none"> 1 Statement of Facts or discharge certificate as attested by Site. <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

Seal of the Company

Signature & Name of Shipping Agent

& Date

SECTION VII

PRICE Break UP

Schedule code	Description	Quantity (FRT)	Currency	Weightage of each schedule	Charges for Entire Cargo of particular Schedule=Rate quoted in Price Bid Column (D) *Weightage (5)	Charges/FRT for particular Schedule
1	(2)	(3)	(4)	(5)	(6)	(7)=(6)/(3)
Sch (A1)	Charges for all activities from receiving cargo at consolidation point near Kolkata Port till Loading on Vessel/Barge, Export Custom clearance for General Cargo (GC) as per scope of work	10100	INR	.137		
Sch (B1)	Charges for ocean freighting from Kolkata Port till discharge port for General Cargo (GC) as per scope of work	10100	INR	.593		
Sch (C1)	Charges for Import custom clearance, handling at Bangladesh Port and road transportation upto site for General Cargo (GC) as per scope of work including Global Taxes.	10100	INR	.183		
Sch (A2)	Charges for all activities from receiving cargo at consolidation point near Kolkata Port till Loading on Vessel/Barge, Export Custom clearance for ODC as per scope of work	730	INR	.013		
Sch (B2)	Charges for ocean freighting from Kolkata Port till discharge port for ODC as per scope of work	730	INR	.057		
Sch (C2)	Charges for Import custom clearance, handling at Bangladesh Port and road transportation upto site for ODC as per scope of work including Global Taxes.	730	INR	.017		
	Total Cost to BHEL = Sch A1(6)+ Sch B1 (6)+Sch C1(6)+ Sch A2(6)+ Sch B2 (6)+Sch C2(6)+					

PRICE BID

Description	<u>Currency</u>	<u>Quantity (FRT)</u>	Lump sum Price (<u>Total Cost to BHEL</u>) for Entire Contracted Scope for Total 10830 FRT Cargo
(A)	(B)	(C)	(D)
Lump sum Price (<u>Total Cost to BHEL</u>) for Entire Contracted Scope for Total 10830 FRT Cargo in Indian Rupee (INR)	<u>INR</u>	<u>10830</u>	

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

Bidder has only to quote lump sum price (total cost to BHEL) in INR for entire contracted scope (10800FRT) in Price Bid. This lump sum price shall be distributed in all schedules (A1 to C2) in INR as per the ratio of the weightage mentioned in column (5) of Section VII - Price break up.

1. Bidder has to quote charges inclusive of cost of warehouse/storage area in price bid as no separate charge will be paid.
2. Payment shall be made for the actual quantities of work executed at the unit rate arrived for each scope of work.
3. Price format shall not be changed by bidder in any case and it may lead to rejection of their offer.
4. The quantity of items may vary during execution mainly due to actual requirement etc however payment shall be made as per actual quantity.
5. Payment of Freight or Charges for shall be as per the actual freight tons shipped and measured by Licences measurers/surveyors inside port. The respective unit rates will be used for calculating the freight / charges payable.
6. Approximate overall quantity of shipment is envisaged 10830 FRT. B/L charges will be paid fixed at **Rs. 1000 per B/L** for cargoes exported from Kolkata.
7. No any other additional payment (GRI/RRI etc) on any account shall be considered for payment.
8. GST will be paid extra as per provision / notifications of Govt. of India.
9. 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.

SECTION VIII

(Letter of compliance in Company's Letter Head)

Date:

To,
General Manager
M/s Bharat Heavy Electricals Limited,
14/15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Sub : Your Tender no

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

Sign and Seal of Authorized Signatory.

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. GST – 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 F

Daily cum Summary Status Report (DSR) format- 2x 660MW Maitree STPP Bangladesh

FF Ref	MU Code	BHEL Invoice no.	BHEL Invoice dt.	No of Pkgs.	L (mtr)	W (mtr)	H (mtr)	Net Wt	Gr. WT	Pkg nos.	Type of pkg	CB M	FR T	CIF Value in USD	Description	Warehouse / Port arrival dt.	Load port	DEEC license no	EPCG details
1	2	3	4	5	6	7	8	9	10	11	12	13	14	16	17	18	19	20	21

Supplier name	SB no.	SB dt.	FOB Value	Type of S/B	Days elapsed from dt of BHEL invoice	Consolidation days (max 30 days allowed)	Last dt as per GST	Vessel /barge name	Sailing date	TT selling Ex. Rate
22	23	24	25	26	27	28	29	30	31	32

BL no	COO recd dt	DEC recd dt	Dt. Of Arrival at Mongla	BE no.	BE dt	Site receipt dt.	Actual Transit Time	Remarks/ Planning for next 3 days
33	34	35	36	37	38	39	40	41

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.



- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

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Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.



- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.



Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

Sakal
 साकेत भारद्वाज
 SAKET BHARADVAJ
 उप प्रबंधक (सामग्री प्रबंधक)
 MANAGER (MATERIAL SERVICES)
 बी.एच.ई.एल. क्षेत्र. प्र., मुंबई.
 For & On behalf of the Principal
 (Office Seal)
 Place Mumbai BHEL ROD, MUMBAI.
 Date 28-04-2022

Witness: _____
 (Name & Address) _____

For & On behalf of the Bidder/ Contractor
 (Office Seal)

Witness: _____
 (Name & Address) _____

Clause on IP in the tender**“Integrity Pact (IP)”**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1) Saket Bharadwaj
 Name: Saket Bharadwaj
 Deptt: MS- Export
 Address: BHEL, ROD, Mumbai
 Phone: (Landline/ Mobile)
9619422502
 Email: Saket@bhel.in
 Fax: _____

(2) _____
 Name: _____
 Deptt: _____
 Address: _____
 Phone: (Landline/ Mobile)

 Email: _____
 Fax: _____