



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

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

Phone: 022-22171301, 342, Fax: 022- 22151460.

No.RE/MUM/EXP/EA-2323

Date 02/12/2023

Sub: Air freighting of cargo from Mumbai Airport to Muscat Airport on CPT Basis.

GIST OF INFORMATION, SCOPE OF WORK, SPECIAL CONDITIONS AND PAYMENT TERMS

BHEL intends to appoint a Contractor for Air freighting of cargo.

In this regard Please Note below table:

GIST OF INFORMATION

S.n.		
1	BHEL ROD Mumbai address: Contact person: Mr. Amit Kumar, Dy. Mgr (Exports) Mr. Sandeep Kumar, (Dy Engineer, Export) Office Address: Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, Centre-1, World Trade Center,Cuffe Parade, Mumbai, Maharashtra, India Ph No. 022 22171343, 333	Mob: 9884657089 E-mail: amitkumar.s@bhel.in Mob: 9820536316 E-mail: sandeep_kumar@bhel.in
2	Terms of Delivery:	CPT
3	Load Airport:	Mumbai, India
4	Discharge Airport	Muscat, Oman
5	Quantum of cargo	09 kg
6	Transit Time	12 days
7	Description of cargo	Compressor spare
8	Reverse Auction	NA
9	EMD Amount	NA

SCOPE OF WORK

Load Port: Mumbai Airport India.

Discharge Port: Muscat, Oman

Terms of delivery: CPT

Cargo Description: Compressor Spare

The tentative packing list is detailed below:

S.No.	Item Description	Dimension (mm)			Gross Weight
		L (mm)	B (mm)	H (mm)	Kg
1	Spare Box 1	440	400	170	9

Note: The above details are based on Engineering Design; However, shipment shall be as per actual dimensions. The cargo volume / Gross Weight of the cargo may undergo change with tolerance up to $\pm 20\%$.

Cargo is non-hazardous in nature.

The scope of work covers the following:

The contractor is required to go through the scope of work as detailed below:

- 1) Coordinate with BHEL's CHA for completion of Export Customs Procedure at Load airport (Mumbai) (Preparation of shipping documents, lodging with Customs, carting at nominated area at the load airport (Mumbai) will be done by BHEL's CHA.) The contractor is required to keep close co-ordination with our CHA for necessary / proper planning/Pickup notice/Carting permission etc. for smooth export of shipment out of the Load airport and plan bookings accordingly.
- 2) Package will be provided at Mumbai Airport by nominated CHA of BHEL. The charges corresponding to gate pass and THC will be paid by our CHA. The contractor has to provide booking details and arrange carting order to CHA well in advance. Active coordination between contractor and CHA is must to ensure smooth handover. **Package is expected to be available in Mumbai by 09th of December 2023.**
- 3) The contractors must be approved by the **International Air Transport Association.**
- 4) To do the weighment, X-ray and other formalities as and when required by the airline cargo official.

- 5) To arrange for timely shifting of the cargo to ensure 1) cargo is palletized/ moved to aircraft in time, 2) to avoid additional air warehouse charges to BHEL.
- 6) To track and provide the routing of the cargo movement schedule for shipment.
- 7) Copy of cargo tracking sheet downloaded from airline web site/cargo tracker websites or certificate/letter/CAN from Airline / Email from Airline stating that the cargo reached at discharge airport with date shall be submitted to BHEL.
- 8) The Original AWB and 02 nos. certified true copies of non-negotiable AWB to be issued to BHEL.
- 9) To arrange for certificates from the airlines as required by BHEL to meet L/C requirements if required.
- 10) To prepare AWB in consultation with BHEL and with prior instructions.
- 11) You will follow all local laws / acts / rules prevailing in Transit while transporting the cargo without any liability to BHEL and indemnify BHEL from any mishap / claims while undertaking the work.
- 12) Contractor has to issue delivery order to consignee.
- 13) The rates offered shall be in Indian Rupees and will be inclusive of Taxes, Airway line/Carrier Misc charges (MCC), War Risk Charges /Security Stamp Fees/Security Fee, Cartage Charges and Screening charges.
- 14) **AWB, HAWB & Other Documents charges, processing charges due Agent (PCA to be included in freight. No charges shall be payable at the destination. No additional charges for communication / miscellaneous etc. shall be payable.**
- 15) Fuel Surcharge (FSC) :. Fuel surcharge shall not be paid additionally. It is included in freight
- 16) Airwayline/Carrier Misc charges (MCC): to be included in freight
- 17) War Risk Charges /Security Stamp Fees/Security Fee: to be included in freight
- 18) Cartage Charges: to be included in freight
- 19) Screening charges: to be included in freight.
- 20) **Dead Freight: Contractor has to coordinate with M/s BHEL and its authorized CHA as well as with Airline and plan dispatch. Under any circumstance Dead Freight will not be paid at all.**

- 21) **The above mentioned scope of work is not exhaustive and bidder has to perform any other necessary task to enable export of goods on CPT Muscat Airport basis.**
- 22) Insurance up to discharge airport shall be arranged by BHEL/consignee. However, the Contractor to ensure
- a) Lodging of first information to the underwriters and the other parties to protect BHEL's claim as required.
 - b) Immediate forwarding of information as required to enable us for lodging the claim with the Underwriters.
 - c) Lodging of protest/claims with the carrier in case the damages reported at the time of discharge/Transportation.

SPECIAL CONDITIONS

1. The Special Conditions mentioned herein will supersede the General Terms and Conditions.
2. The House Airway Bills shall be prepared as per contracted freight rates of this tender and indicate the details as required by IATA Rules and Regulations viz. Departure Airport, Consignee' name and address, Case Markings, Commodity descriptions, actual measurements and weights, freight payment terms stipulated in work order etc.
3. **TRANSIT PERIOD: Total transit period is 12 days.** BHEL shall file shipping bill only upon receipt of complete cargo in Mumbai. Written intimation via email regarding arrival of cargo in Mumbai will be provided to the contractor. The transit period shall start from "**Next day of shipping bill date**". The transit end date will be date of arrival of entire cargo **at Airport of discharge on CPT Basis.**

No of days on account of delay (if any) in handing over of custom cleared cargo by CHA will be adjusted while calculating transit time.

4. **TRANSIT PENALTY:** For every day delay in freighting beyond the stipulated period BHEL shall deduct as penalty 1% of the total airfreight charges payable on a shipment for every day of such delay subject to a maximum of 10% of the freight payable and shall be adjusted from the freight bill. Penalty will attract GST as per GOI regulation.

5. The contractor should ship the entire cargo provided in the same flight; In the event of shipment dispatched in parts (in different flights) the air warehousing charges due to delay in receipt of complete cargo shall be adjusted from the freight bills.
6. Any warehousing charges incurred due to change/delay in flight schedule shall be in contractor's account.
7. Billing by contractor should be done as per the work order rates, payment terms and conditions.
8. The successful bidder will be required to provide the names and address of their offices or names and address of the offices of associates at the discharge Airport if asked by M/s BHEL.

9. **PAYMENT TERMS**

- a. 100 % Shipment Freight shall be paid within 45 days of submission of following documents: -
 - i. Invoices in Duplicate.
 - ii. AWB copy.
 - iii. Proof of date of cargo reached at destination (tracking sheet downloaded from airline web site/cargo tracker websites or certificate/letter/email from Airline).

10. **All Cargo reported at BHEL Mumbai warehouse within 45 days from the date of issue of LOA or order placement on GeM portal (whichever is earlier) will be in scope of the contract and must be executed as per rates, terms & conditions and scope of work defined in this contract. Cargo received after 45 days from the date issue of LOA or order placement on GeM portal (whichever is earlier) may be executed under this contract with mutual consent of M/s BHEL and contractor.**

GENERAL TERMS & CONDITIONS, TECHNICAL PQR AND COMPLIANCE LETTER

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

- 1.1 "COMPANY" shall mean Bharat Heavy Electricals Limited, in short BHEL, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- 1.2 "CONTRACTOR" / "VENDOR" / "BIDDER" shall mean the individual, or 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" , "MTO" or "CFS" or "FREIGHT FORWARDER" or "BARGE OPERATOR" or "Successful Bidder" or "CONSOL AGENT OR CHA" where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Discharge Port 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 specification of this tender.
- 1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, LOA, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any) and all correspondences.
- 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 Company 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 Company.
- 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 completion of scope of work for all cargos which are handed over/ received / reported at designated place within date specified in other terms and conditions of this tender inclusive of extensions if any. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of Company 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 Company.
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- 1.11 "Ton" means one metric Ton of 1,000 kilograms or one cubic meter.

- 1.12 "Full Container Load" (FCL) shall mean a container containing cargo belonging to one consignee in the vessel's manifest.
- 1.13 "LCL" means Less than Container Load wherein part of the imported cargo contained in the container belong to a particular customer/importer.
- 1.14 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tons or volume in cubic meter whichever is greater.
- 1.15 HEAVY LIFT (HL): Shall mean any one Cargo package of equipment and/or materials with weight greater than or equal to 100MT.
- 1.16 OVER DIMENSIONAL CARGO (ODC): Shall mean any one Cargo package of equipment and / or materials with any one of the dimensions exceeding those for General Cargo.
- 1.17 GENERAL CARGO: Shall mean any one Cargo package of material and /or equipment with a weight less than 100 MT and with all dimensions equal to or below 13m Length, 3m Width, 3m Height (13mx3mx3m).
- 1.18 "IGM" means import general manifest.
- 1.19 LOT: Supplies which are shipped on single voyage/Flight of each vessel/Barge/Aircraft.
- 1.20 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.
- 1.21 Non Heavy Lift Cargo means General cargo and ODC i.e. cargo that does not fall under definition of heavy lift.
- 1.22 Nhava Sheva ports means all the 5 terminals in the port, i.e., JNPCT, NSICT, NSIGT, BMCT & GTI and any other terminal/CY that may be developed in JNPT.
- 1.23 The word 'container' would mean either a twenty feet equivalent unit (TEU) or a forty feet equivalent unit (FEU) as the case may be.
- 1.24 "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.
- 1.25 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Bidder.

2.0 Issue of Notice:

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

3.0 Commencement of Work:

3.1 The Contractor shall commence the work on specific intimation from Company in writing or the time indicated in the LOA/ GeM contract and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, Company, 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 Company's other rights and remedies in this regard.

4.0 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//TRUCK/TRAILOR/AXELS:

5.1 The Bidder shall arrange the vessel i.e. ship(s)/ (s)/ Truck(s)/ Trailer(s) /Axel(s) on specific intimation(s) from Company in writing or the time/schedule indicated in the LOA/Work order/Contract without delay. If the Bidder fails to do the same as per the terms of Order/Contract, Company, 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 Company's other rights and remedies in this regard.

5.2 Before arrival of the vessel, the Bidder will inspect the cargo available in Port whether under the custody of the Bidder or Company 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 Company in writing suggesting remedial measures to enable Company to make it sea worthy. Alternatively, such action can be taken by the Bidder after obtaining written approval of Company to the action as well as to the cost. Such cost incurred by the Bidder shall be reimbursed by Company 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.

5.3 The Bidder shall also intimate Company in writing about the documents required for loading of the cargo on the vessel. He will be responsible for examination of all the required documents before arrival of the vessel and any discrepancy in the same shall be attended to by the Bidder /Company in time to ensure loading on the vessel arranged by the Bidder as per cl.5.1 above.

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

6.0 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 vessel and unloaded from the vessel in time without its detention. The Bidder shall be fully responsible for detention of the vessel and Company shall in no way be liable to pay any detention charges whatsoever.

6.2 In case of non-availability of vehicles/crane/lifting equipment's etc. to receive cargo directly from Vessel on its arrival at port, the detention charges of stoppage of vessel at port will have to be borne by the bidder.

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

7.0 License/Permission/Registration:

7.1 Wherever any License /Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such License/ Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or Company as and when required. The Bidder shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the Bidder.. The vehicle/trailer shall not carry load in excess of the Gross Vehicle Weight as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against Company by Bidder shall be entertained by Company for any breach of the provisions/Acts or laws by the Bidder.

7.2 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 Company, enabling Company/Company nominated freight forwarder to carry out the work further.

7.3 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.

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

7.5 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.

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

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

8.0 Invoices and Payments:

8.1 The Contractor will be required to raise GST compliant Invoice on BHEL for the services rendered as per explicitly agreed rates and payment terms of the contract

8.2 Bidder to intimate immediately on the day of Import/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.

- 8.3 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.
- 8.4 Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- 8.5 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.
- 8.6 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.
- 8.7 All the Bills like Freight Bills, THC, etc must be in the name of “BHEL, ROD Mumbai” having GSTIN as 27AAACB4146P1ZF.
- 8.8 100% payment of the charges will be made by Company by NEFT / RTGS against the bill submitted with all documents as per payment terms to the account mentioned in the bank e-mandate certified copy.
- 8.9 Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, **including TDS / GST TDS** and/or any other levies at the prescribed rates.
- 8.10 Contractor shall issue CAN (Cargo arrival notice) immediately on filing of prior entry IGM by the Liner/ Carriers.
- 8.11 All the bills should be submitted in duplicate i.e one original and one copy OR digitally signed invoice. In addition, one scan copy bill is also to be shared.
- 8.12 All taxes, charges and dues of vessel, if any, during execution of this contract shall be on Contractor’s account both at load port, transit port and at the discharge port.
- 8.13 **GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor.**

9 Taxes & Duties:

- 9.1 All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable at origin and destination are included in the quoted price.
- 9.2 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.

- 9.3 TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- 9.4 **In case any new tax is levied after the due date of bid submission (including extensions if any) then new tax or duty levied by Central Govt of india / Indian State Govt, etc, and becomes directly applicable on items specified in the price bid, full reimbursements shall be made provided it becomes applicable on items specified in the price bid while tax levied by foreign Govt/body has to be absorbed by the contractor.**

10 Time Limit for Submission of Bills:

- 10.1 The contractor shall make a claim for the services rendered under this contract to Company within (3) three months of such service by submission of hardcopy of bills to company office with all requisite attachments. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 10.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (3) three months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated three month's period, shall be liable to be summarily rejected by Company. 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.
- 10.3 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 Company Competent Authority, notwithstanding what has been laid down in the Clause on Payment. The decision of the Company Competent Authority shall be final and binding on the Bidder.

11 Risk Purchase:

- 11.1 Company reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.
- 11.2 If at any time during the execution of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of Company, whose decision shall be final and binding on the contractor, Company reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the security deposit.
- 11.3 To recover any amount due from the Contractor, from any amount due to the Contractor under this or any other contract or from the Security Deposit.
- 11.4 In case of Risk Purchase is enforced, the contractor will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to Company, enabling Company/Company nominated Contractor to carry out the work further.

12 Observance of Local Laws:

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

13 Safety of Men, Equipment, Material & Environment:

- 13.1 All safety rules, codes applied by Company/its customer at port/CFS/ICD etc shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 13.2 The contractor shall indemnify Company against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 13.3 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.
- 13.4 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to property. If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, contractor shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
- 13.5 The Contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person during execution of the contract due to lapses by the bidder, the victim and/or his/her dependents shall be compensated by the bidder as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on bidder and recover the same from payments due to the bidder for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the bidder for presenting his case. Above safety conditions are not exhaustive but gives an idea for the bidder and bidder shall adhere to all safety precautions warranted for the execution of the contract.
- 13.6 The Bidder shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time related to execution of this contract. Bidder shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.

14 Contractor's responsibility for Insurance:

- 14.1 **Company shall arrange for insuring the project materials/properties of Company covering the risks during transit and material handling at port(s).**
- 14.2 **The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.**
- 14.3 **The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.**
- 14.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim for damage to Company/its Customer's property, if Company is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.
- 15 All **Original Bill of Ladings** should be issued as per UCP 600.
- 16 **Force Majeure:** The following shall amount to force majeure conditions:
- 16.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- 16.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to Company within 14 days from the date of occurrence thereof.
- 16.3 The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against Company 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 Company as to whether the deliveries have been so resumed or not shall be final and conclusive.

16.4 Force Majeure conditions will apply on both sides.

17 Prevention of Corruption

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

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

18. ARBITRATION & CONCILIATION

18.1 ARBITRATION:

18.1.1 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.

18.1.2 The Arbitrator shall pass a reasoned award.

18.1.3 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 Mumbai. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 17.1.1 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.

18.1.4 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.

- 18.1.5 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.
- 18.1.6 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 Company.

18.2 CONCILIATION:

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 Company from the Company Panel of Conciliators.

Notes:

1. No serving or a retired employee of Company/Administrative Ministry of Company shall be included in the Company 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 Company Panel of Conciliators.

- 18.3 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 (will be shared by Company as and when required). 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.
- 18.4 The Contractor hereby agrees that Company 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 Company to it.

19 Laws Governing the Contract:

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

20 Indemnity:

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

21 Security Deposit:

- 21.1 Successful bidder shall submit **5% of the total contract value** as security deposit within the **05 working days (excluding bank holidays)** of issue of LOA for the contract.

- 21.2 EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit
- 21.3 The balance amount to make up the required Security deposit of the contract value may be made in any of the following ways:
- i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
Electronic Fund Transfer to be credited 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
 - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
 - vi) Insurance Surety Bonds
(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)

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

- 21.4 **In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.**

At least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work. Balance of the Security Deposit will be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.

- 21.5 The security deposit shall not carry any interest. (Note: Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will be subject to hypothecation or endorsement on the documents in favor of Company. However, Company 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).
- 21.6 Securities / BG's shall be released after **one (01) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract. Contractor has to provide No Claim Certificate in BHEL prescribed format for return of security deposit. Contractor has to return properties belonging to Company taken, borrowed or hired by him for carrying out the said works, the amount of Security Deposit will be released to the Bidder after deducting all costs, expenses and other amounts that are to be paid to Company under this or other contracts entered into with the Bidder. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.

22 Earnest Money Deposit

- 22.1 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
- 22.2 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.
- 22.3 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.
- 22.4 EMD of successful bidder will be adjusted towards part of the security deposit.
- 22.5 EMD of all unsuccessful bidders shall be returned normally within fifteen (15) days of placement of LOA/Work Order on successful bidder. Bidder must submit E-mandate certified by bank for return of EMD.
- 22.6 EMD shall not carry any interest.
- 22.7 In case total EMD amount is more than Rs.2.00 Lakh, the amount in excess of Rs. 2.00 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months. The Bank Guarantee furnished should be strictly as per Company Format.
- 22.8 EMD exemptions as per GEM GTC

23 Discrepancy in Words & Figures: Quoted in Offer

- 23.1 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.
- 23.2 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
- 23.3 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 22.1 and 22.2 above.
- 23.4 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.

24 Requirements of Performance

- 24.1 All the permissions and Clearances or any other relevant authorization/indemnities from/to competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident enroute and consequences thereof including legal complications, if any.
- 24.2 The contract as entered into between Company and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- 24.3 The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During handling of cargo, he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.
- 24.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Contractor at his own cost.
- 24.5 In the event of contractor backing out/not performing as per the contract, suitable action will be taken by Company as per contract. Additionally, future business of such de-faulting contractors will be suspended from business with Company as per company policy
- 24.6 Whenever asked by company, all documents including bill of lading, delivery orders, payment invoices etc. will be submitted by contractor immediately not later than three working days, failing which appropriate action as deemed fit and recovery of the losses by the company will be done.
- 24.7 In the event of vessel or its owners being declared as bankrupt or insolvent or is liable to arrest and is unable to complete the voyage then it is contractor's responsibility to make alternate arrangements at his own risk and cost to take the custody of cargo and delivery the cargo at named discharges port and complete all contractual obligation as per the scope of work.
- 24.8 In the event of midstream discharge of the cargo due to its nature/ barging operations/ draft /etc, at discharge Port, the contractor to take all permissions and make all required arrangements without any cost implications to Company. The contractor should ensure complete safety of the cargo handling operations at all times till cargo is brought to port for customs clearance and delivery.

25 Short – Landed or Damaged Goods.

- 25.1 It shall be the responsibility of Contractor to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/losses/damages. Under no circumstances, the intimation shall be time barred. In case of time barred cases, the loss sustained by Company shall be to the account of the Contractor.
- 25.2 In case of goods specified by Company and in case of apparent damages, the Contractor will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Contractor shall lodge claim with the appropriate authorities.
- 25.3 The Contractor is responsible for safe handling and transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.
- 25.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

26 Subletting Not Allowed.

- 26.1 The contractor shall not sublet, transfer, or assign the contract or any part thereof. In case the contractor contravenes this condition, company shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him. All details to be in line with tender provisions.
- 26.2 The contractor shall not split or transfer to any other party any part of the contract during the execution of the contract.

27 Joint Survey.

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

28 Guidelines for suspension of business dealings with suppliers/ contractor's: GeM Incident Management Policy will be followed.

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

- 30 Reverse Auction: Reverse Auction to be done on GeM portal as per GeM guidelines.

31 Verification of Documents:

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

- 32 **Guidelines against Cartel Formation:** The bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce

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

33 Confidentiality, Use of Contract Documents and Information

- 33.1 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.
- 33.2 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.
- 33.3 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.

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

33.1 Commitment by Company:

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

33.2 Commitment by Bidder/ Supplier/ contractor:

- 33.2.1 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.
- 33.2.2 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/ Company.
- 33.2.3 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 Company.
- 33.2.4 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 and/or under applicable legal provisions".

34 Stacking and Tiltability Of Cargo/Packages:

The cargo should be stacked as per usual shipping standard practices. However, if any specific stacking information required the same can be given by supplier/Company.

35 E- Procurement:

35.1 This tender will be conducted, evaluated and finalized online through GeM portal. The bidder shall submit his response through bid submission to the tender on GeM platform website as given in the General Information table.

35.2 Neither the Organization (Bharat Heavy Electricals Ltd.) nor the GeM portal (as given General Information table) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose.

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

37 Packing List: The approximate weight and dimension, no of packages/containers is enclosed in packing list as they are based on engineering design. Please note that the weights and sizes given are indicative and for guiding the contractor. The actual Dispatch particulars may vary and shall be known at appropriate stage i.e on receipt of final packing list. Contractor shall not claim any compensation from Company towards such variation in actual dispatch particulars of cargo/packages/shipments.

38 Conflict of interest among Bidders/ Agents:

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

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

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

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

38.1.4 They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

38.1.5 Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or

38.1.6 In cases of agents quoting in offshore procurements, on behalf of their principal service providers, one agent cannot represent two-service provider or quote on their behalf in a particular tender

enquiry. One service provider can also authorize only one agent/dealer. There can be only one bid from the following:

- 38.1.6.1 The principal service provider directly or through one Indian agent on his behalf; and
- 38.1.6.2 Indian/foreign agent on behalf of only one principal; or
- 38.1.7 A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- 38.1.8 In case of a holding company having more than one independently service providing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

39 Status/Progress Reporting of the contract:

- 39.1 The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the Contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
- 39.2 The daily reports shall clearly indicate the cargo status, vessel status, customs clearance status work force deployed, category-wise, specifying also the activities in which they are engaged etc.
- 39.3 Weekly progress review meetings will be held at any suitable location during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the Contractor shall present program of subsequent week. The Contractor shall constantly update/revise his work program to meet the overall requirement.
- 39.4 During execution Contractor shall take colour digital photograph on mobile and forward on whatsapp/email etc for each milestone every month/fortnight/week as applicable for all important activities of the works during progress and after reaching of consignment at major locations.
- 39.5 Successful contractor has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in Removable hard disk (as per requirement) and handed over to Company on monthly basis, if required.
- 39.6 The contractor shall be bound to report movement progresses of all shipments through electronic communication systems such as Fax, Mobile telephony/STD hones/Roaming cell phones, email, web based monitoring system or any other mode desired by Company at regular intervals.

40 Breach of contract, Remedies and Termination:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with Company against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with Company) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

41 Restrictions on Related Party Transactions:

- 41.1 As per the definition, 'Related Party' includes a public or private company in which a BHEL director is a director or a company, which is holding, subsidiary or Associate Company (which includes a joint venture company) of BHEL. As per the Rules, a director or Key Management Person (KMP) of the holding company or their relative shall also be deemed to be a related party.
- 41.2 As per these provisions, no company shall (except with the consent of Board of Directors) enter into any contract or arrangement / specified transactions with a related party. As per the notified rules, in respect of a company having paid up capital of Rs. 10 crore or more or in respect of specified transactions, the company shall not enter into contract or arrangement/ specified transaction without the prior approval of shareholders, by special resolution. However, nothing in the section shall apply to any transaction entered into by the company in its ordinary course of business which have been entered on 'Arm's Length Basis'. The expression 'Arm's Length Basis' has been defined to mean a transaction between two related parties that is conducted as if they were unrelated, so that there is no conflict of interest.
- 41.3 Bidder are requested to ensure compliance with provisions of Companies Act,2013 with regard to Related Party Transactions.
- 41.4 Bidder may refer company website for list of Director and KMP Joint Venture Companies/Subsidiaries

42 Firms related to/ owned by spouse or family members of company employees :

- 42.1 If any relationship of company employee is /develops with the partners/owner of the firm, the concerned firm should suo moto declare the relationship in his bid.

43 CANCELLATION OF THE CONTRACT:

- 43.1 **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.**
- 43.2 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.
- 43.3 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.
- 43.4 The Company the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving **5 days' notice of their intention** to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination
- 43.5 The Company shall claim compensation for losses sustained including Company's supervision charges & overheads in case of termination of Contract.

43.6 In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the contractor's company becomes insolvent the contract shall automatically stand terminated.

44 INSURANCE:

44.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).

44.2 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.

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

TECHNO- COMMERCIAL CUM PQR BID (RE/MUM/EXP/EA-2323)

Sn	Technical and Pre-Qualification Requirements	Remarks /Documents Required for Qualification
1.	Average Annual Turnover: The Bidder must have an average annual turnover not less than Rs 0.03 lakhs for the last three years (CA certificate with UDIN no / Audited P&L account to be submitted / uploaded) (FY 2019-20, 2020-21, 2021-22),	CA certificate with UDIN No. / Audited P&L Statement WITH UDIN No.
2.	The Bidder must submit proof of having successfully executed “International Air Freight Contract” in the last seven years (ending last day of month previous to the one in which tender was floated) as under (copies completion certificate to be enclosed) (a) Three contract of value not less than INR 0.05 Lakhs each or Equivalent or (b) Two contract of value not less than INR 0.06 Lakhs each Or (c) One contract of value not less than INR 0.09 Lakhs each	Copy of satisfactory completion/Execution certificate / copy of work order from customer in respect of these Contracts showing value of contract, brief scope 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.	The bidder must have valid IATA registration (Copy of IATA certificate to be enclosed)	Copy of certificate to be submitted
4.	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The bidder to submit below self-certification on company letter head ” The (company name) has not been Suspended for business dealing by BHEL and we do not engage services of any banned firms available on BHEL.com.”	A self-certification should be submitted by the bidder indicating compliances to be submitted.
5.	The bidder has to submit below self- certification on company letter head. “The (company Name) has not been referred to BIFR and Interim Resolution Professional (IRP) has not been appointed for initiating insolvency proceedings by NCLT as on date of publication of NIT” .	A self-certification should be submitted by the bidder indicating compliances
6.	<i>The Bidder is required to state the following:</i> <i>“We certify and confirm that we are not related party as per the provisions of Companies Act, 2013 with regard to Related Party Transactions as on the publication of the NIT. We confirm we have gone through the latest list of Directors, Key Managerial Personnel and Joint ventures/subsidiaries that is available in the company web site. “</i>	Details, whichever applicable to be submitted: In case none is applicable then bidder should submit self – declaration stating same.
7.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped on each page is to be uploaded on portal.	To be uploaded on portal
8.	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be uploaded on portal.	To be sent on letter head
9.	GST details	Copy to be sent
10.	Pan Number details	Copy to be sent
11.	Contact details (Mobile no and Email ID) of company person acting as single point of contact	To be submitted
12.	Transit penalty As per special conditions	Agreed

13.	Transit Time: in no. of Days: As per special conditions	Agreed
14.	PAYMENT TERMS: As Specified in the General terms and conditions	Agreed
15.	ARBITRATION As Specified in General Terms & Conditions.	Agreed
16.	FORCE MAJEURE As specified in the General Terms & Conditions.	Agreed
17.	ADDITIONAL WAR RISK INSURANCE: In the event of war or war like situation, additional war risk premium if any as per notification of the Lloyd's surveyor/Insurance additional insurance premium paid receipt for war risk, pro rata, insurance for Hull machinery for the BHEL cargo may be considered for payment.	Agreed
18.	<u>CANCELLATION OF THE CONTRACT: As per General Terms and condition</u>	Agreed
19.	<u>TAXES: As per tender terms and conditions.</u>	Agreed
20.	VALIDITY: The contract shall be valid till delivery of cargo covered under this contract	Agreed
21.	GOVT.RULES & REGULATIONS: As per tender terms and conditions.	Agreed
22.	LIFTING BEAMS & ACCESSORIES: Contractor to arrange for lifting beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading and transshipment of the cargo both in India and overseas, if required	Agreed
23.	RISK PURCHASE As Specified in General Terms & Conditions.	Agreed

FORMAT FOR PRICE BID and Break Up

RE/MUM/EXP/EA-2323

SI No	Description	Currency	Gross wt of cargo	Offered Lump Sum Cost	Base price (excluding GST @ 18 %) for billing purpose	Rate per KG: Offered Lump sum price /Gross wt
	1	2	3	4		5= 4/ 3
A	Lump sum Cost for Air freighting of cargo from Mumbai Airport to Muscat Airport, Oman on CPT Basis inclusive of all the activities defined in the scope of work. All charges inclusive of GST	INR	9.00		Offered lump sum price / 1.18	
	Total Cost to BHEL inclusive of GST			0		

Note: Reverse auction will not be conducted for this tender.

- a. **Air Freighting charges as per terms of delivery.**
- b. **Insurance costs covering risk of all operations undertaken (Cargo / goods will be insured by BHEL or consignee).**
- c. **All /FSC/ Airline/MCC/War risk/security stamp/cartage/screening and any other charges if applicable are inclusive of above freight.**
- d. **Payment will be made as per rate per KG quoted in price bid and actual gross weight of cargo at the time of shipment.**
- e. **Charges corresponding to gate pass and THC will be paid by our CHA.**
- f. **AWB, HAWB & Other Documents charges, processing charges due Agent (PCA to be included in freight. No charges shall be payable at the destination. No additional charges for communication / miscellaneous etc. shall be payable.**
- g. **Any other cost.**
- h. **Tender will be evaluated on the basis of total cost to BHEL basis.**
- i. **The Evaluation currency for this tender is Indian National rupees.**

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

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

Sub: BHEL Tender no RE/MUM/EXP/EA-2323

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

Name/Signature of the signatory

Stamp.