



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार के एक उपक्रम)

क्षेत्रीय परिचालन प्रभाग, मुंबई, 14 वें तल, वर्ल्ड ट्रेड सेंटर -1, कफ पेरड, कोलाबा, मुंबई -40000

फोन: 022-22171355/ 350/ 372/ 301/ 345/ 344/ 373 ईमेल : mssea@bhel.in,

msair@bhel.in

IS 2235

संदर्भ संख्या. RE/MUM/IMP/AC/IS-2235

दिनांक :09/12/2022

प्रति,

एम _____

प्रिय मोहदय / महोदय,

विषय: विभिन्न बंदरगाहों (एफओबी आधार पर) से न्हावा शेवा बंदरगाह के लिए आयात एलसीएल के लिए समुद्री माल ढुलाई वार्षिक दर अनुबंधके लिए निविदा।

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

निविदा मे निम्नलिखित शामिल हैं

- | | |
|-----------------------------------|-----------|
| 1) कार्य का क्षेत्र | - खंड-I |
| 2) टेंडर्स के लिए निर्देश | खंड--II |
| 3) विशेष शर्तें - | - खंड-III |
| 4) सामान्य नियम और शर्तें | -खंड-IV |
| 5) तकनीकी वाणिज्यिक शर्तें -खंड-V | |
| 6) दर अनुसूचीमूल्य बोली | -खंड-VI |
| 7) अनुपालन पत्र | खंड--VII |

प्रस्ताव प्रस्तुत करने के लिए दिशानिर्देश:

11. निविदा का संचालन और मूल्यांकन ईप्रोक्योरमेंट -प्रोक्योरमेंट सिस्टम के माध्यम से ऑनलाइन किया जाएगा। बोलीदाता अपनी प्रतिक्रिया ई-प्लेटफॉर्म <https://eprocurebhel.co.in> पर निविदा में जमा करके अपनी प्रतिक्रिया प्रस्तुत करेगा।

2. सफल बोलीदाता सभी प्रकार से अनुबंध को पूरा करने के लिए जिम्मेदार होगा। ईप्रोक्योरमेंट पोर्टल के माध्यम से टेक्नो कमर्शियल ऑफर खोले - जाएंगे। इस निविदा को ऑनलाइन रिवर्स नीलामी के माध्यम से अंतिम रूप दिया जाएगा। बोलीदाताओं से अनुरोध है कि वे ऑनलाइन ईप्रोक्योरमेंट - निविदा प्रणाली के संबंध में समर्थन के लिए सिस्टम के माध्यम से अपने सर्वाधिक प्रतिस्पर्धी मूल्य उद्धृत करें। ई/पोर्टल, बोलीदाता निम्नलिखित से संपर्क कर सकते हैं: [eprocurebhel](https://eprocurebhel.co.in) ग्राहक सहायता टीम, टेली नंबर: 0120-4001002, 0120-4001005, 0120-6277 787 बोलीदाता पंजीकरण मुफ्त है और प्रक्रिया पोर्टल में प्रदान की जाती है। <https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page1> कृपया अंतिम समय की हलचल से बचने के लिए ईनिविदा पोर्टल में नियत तारीख से पहले अपना सबसे अधिक प्रतिस्पर्धी प्रस्ताव जमा करना सुनिश्चित करें।

3. प्रस्तावों में शामिल होंगे:

ए [ईएमडी - : **Rs.14000/-** रुपये की ईएमडी एनईएफटीआरटीजीएस के माध्यम से जमा की जानी है। निधि को भेल बैंक खाते में स्थानांतरित / भारत हेवी इलेक्ट्रिकल्स :नाम :किया जा सकता है जिसका विवरण हैलिमिटेड, बैंक और शाखा :**भारतीय स्टेट बैंक, कफ पेरड शाखा, खाता संख्या : 10783155482, IFSC कोड :SBIN0005345**] ईएमडी निविदा जमा करने की तिथि के दिन **15:बजे 00** तक जमा की जानी चाहिए। ईएमडी के बिना प्रस्तावों पर मूल्यांकन के लिए विचार नहीं किया जाएगा। यूटीआर विवरण निविदा खोलने से पहले ईमेल के माध्यम से प्रस्तुत किया जाएगा। कोई हार्ड कॉपी डीडी स्वीकार नहीं किया जाएगा।

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

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

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

सुभ कामनाएं

भारत हेवी इलेक्ट्रिकल्स लिमिटेड के लिए

उप. प्रबंधक (आयात)



Bharat Heavy Electricals Limited
(A Government of India Undertaking)

Regional Operation Division,

14-15TH, Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone:022-22171376/ 350/ 372/ 301/ 345/ 344/ 373 Email : mssea@bhel.in,
msair@bhel.in

No. RE/MUM/IMP/AC/IS-2235

Date: 09.12.2022

To

M/s _____

Dear Sirs,

Sub: Tender for annual rate contract for LCL import from various ports (on FOB Basis) to Nhava Sheva port.

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

The tender comprises of

Sn.	Description	Section
1	General information & Scope of Work	I
2	Instructions to Bidders	II
3	Special conditions	III
4	General Terms and Conditions	IV
5	PQR cum Techno Commercial Bid	V
6	Rate Schedule & Price Bid	VI
7	Letter of Compliance	VII

GUIDELINES FOR OFFER SUBMISSION:

- The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://eprocurebhel.co.in>
- Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. This tender will be finalized **through online Reverse Auction**. Bidders are request to quote their most competitive prices through the online e-procurement portal / system. For support regarding e-tendering system, bidders may contact following: eprocurebhel customer support team, Tele No: 0120-4001002 , 0120-4001005, 0120-6277 787. Bidder registration is for free and the procedures are provided in the portal. <https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page>. **Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.**
- The offers shall Include:
 - The EMD of **14000/-** 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.** EMD must be deposited latest by **15:00 Hrs** on the day of Tender Submission Date. 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.
 - Part-1 – Techno Commercial Bid. Should be submitted as per guideline provided.
 - Part-2 – Price Bid. Should be submitted as per guideline provided.

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

Thanking you,

Yours faithfully

For Bharat Heavy Electricals Limited

Dy. Manager (Imports)
Encl: Section –I to VII & Annexure

SECTION I
General Information

Name and Contact Details of the Person for Queries in the Tender	1]Vishnu Waradkar, Executive Ph:022-22171372,Mo: 8779669958, varadkar@bhel.in 2]Mrs. Pallavi Gupta, Dy Manager Ph:02222171355,Mo:Mobile:7506645318, pallavi.gupta@bhel.in 3] Mr. Sanjeev Shikhare, AGM (MS) Ph: 022-22171301, rodsds@bhel.in
EMD Amount	INR 14000
Time Limit for EMD Submission	15th Dec 2022 15.00 hrs.
Last Date of Submission of the Tender through e-Procurement system	15th Dec 2022 15.00 hrs.
Tender Opening Date	15th Dec 2022 15.15 hrs

SCOPE OF WORK

BHEL an Authorized Economic operator (AEO) desires to appoint one party as Contractors to carry out ocean freighting of containerized cargo (LCL) from various ports on annual rate contract basis.

BHEL will be importing Raw material, components, parts and machinery etc. from various ports on behalf of its manufacturing units at various places located in India.

Load Ports: Europe, US, Far East Ports etc. **Discharge/Destination Ports:** Nhava Sheva.

The expected/tentative import load coming one-year period is: **64.14 FRT for LCL.**

Above load data is only tentative and projected data for one year. The actual load during operation may increase or decrease depending upon the BHEL's order booking position. BHEL does not guarantee the load data.

Nature of Shipments: - BHEL is expected to import cargo in various categories as indicated below: -

- (i) Raw materials namely Plates, Coils, Strips, Wires, Rods, Pipes, Structural Steel, Fabricated Steel items, Formed Steel items (Carbon and Alloy Steel) Copper and Nickel Ingots, Copper coils, Aluminum foils and such items, welding wires etc
- (ii) Components namely forgings and Castings, Motors, generator, pumps, valves, control and instruments, machinery spares, defense cargo, capital equipment etc.
- (iii) Chemicals, varnish, Gases, Alumina, Refractory Material, Cements, transformer Oils and other such items.
- (iv) Hazardous cargo: Cargo described as hazardous as per IMO standards.
- (v) Defense cargo are not covered in this contract

Ocean carriage of the above imports is to be carried out in Containers. All such cargo being imported by BHEL will be covered under Open General License of the Government of India. In rare occasions where restricted or items on the negative list are to be imported specific permits/licenses for the same will be obtained by BHEL and import freight request will be forwarded for execution only after obtaining such permits.

DETAILS OF WORKS:

- 1.0 Contractor will accept booking for each shipment through BHEL ROD Mumbai Only. No direct bookings from the shipper is to be taken.**
- 2.0 Coordination with the shipper/supplier to dispatch the cargo to nominated port as per nature of cargo.
- 3.0 The Final arrangements to be made by the contractor only after proper coordination / confirmation from our supplier.
- 4.0 In case of LCL shipments, supplier will arrange to stuff LCL cargo in container at load port at his own cost. Contractor will arrange the container at nominated place. Supplier will pay load port charges for FOB shipments.
- 5.0 **Storage charges/ dead freight / detention of container / vessel detention at origin will not be payable by BHEL.**
- 6.0 Contractor to ensure that IGM is filled as per latest SCMTR guidelines at least 48Hrs before the arrival of containers at Nhava Sheva so that company is in position to file prior Bill of Entry at customs.
- 7.0 **Contractor has to provide to supplier the details of the expected vessel matching the FOB readiness in advance.**
- 8.0 **Final vessel to be booked only after getting written confirmation from Shipper / BHEL unit/ BHEL ROD office.**
- 9.0 **Vessel details to be informed to Supplier at-least 15 days prior to the arrival of such vessel at load port.**
- 9.1 Contractor shall ensure the movement of LCL consignments to CFS Yard of their choice however CFS charges for LCL shipments shall be paid to contractor, only as per rate finalized in tender and not to respective CFS as per their billing or as per respective CFS charges to contractor.
- 10.0 Contractor to obtain certificate from the supplier for fumigation of wooden packages/containers as required by Indian customs/port authorities.
- 11.0 In case such certificate is not available from the supplier, the contractor shall arrange for the fumigation with prior approval from BHEL for extra expenditure involved.
- 12.0 **The contractor shall hand over Bills of Lading to various BHEL overseas suppliers within 3 days from vessel sailing date. In case of delay, extra charges/loss incurred by BHEL shall be recovered from contractor's bills.**
- 13.0 No surcharge like war Risk charge GRI, RRI, Cargo management charges, SECA Sur charges, congestion charges, Haz surcharge etc. will be paid in any case.
- 14.0 **Dead freight or any Equivalent charges shall not be payable by company, in any circumstances. Onus for co-ordination and timely movement of cargo rests solely with the contractor.**
- 15.0 Contractor shall arrange the proof of receiving cargo from supplier with date.
- 16.0 In case of contractor's nominated vessel / container is not available at load port at the time of bringing the cargo on contractor's suitable vehicle then the contractor has to make own arrangements to unload, temporary safe storage and re-load the material so as to match the ETA of Vessel. The cost of unloading, storage and re-loading will have to borne by contractor.
- 17.0 Vessel arrangements at Load Port for ocean freighting of the cargo to Nhava Sheva.
- 18.0 In case any damage to the cargo is found, the same shall be claimed under open marine insurance policy. Contractor shall arrange survey report and other necessary documents before ocean freighting.
- 19.0 Safe Discharge of all the loaded containers at Discharge Port.
- 20.0 **The contractor shall furnish the following: -**
- 20.1 **Draft BL** has to be forwarded to company in 7 working days in advance of vessel arrival at load port for approval. Final BL to be issued by Forwarder to Shipper only after getting confirmation on draft BL from company/ shipper, and is to be handed over within 3 working days of sailing of vessel. In case BHEL incurs any detention, demurrage, storage, penalty, interest or any other losses due to late handing of the OBL, the same will be recovered from Forwarder Bills.

IS 2235

- 20.2 The contractor shall furnish **prior IGM/item details** & copy of Freight bill details atleast 7 days before arrival of vessel at discharge port to enable BHEL to file B/E at customs
- 20.3 ETA of the vessel to be communicated in 10 days in advance at discharge port.
- 20.4 The contractor shall furnish cargo arrival notice (CAN) having prior IGM/Item details & Freight details, 3 working days in advance to CHA and company by email to enable us to file B/E at customs (e-mail addresses of CHAs and company officials will be furnished to the contractor).
- 20.5 Cargo arrival notice along with ETA of the vessel to be communicated in 15 days' advances at discharge port/BHEL. Pre-alert through email should be given as soon as B/L is issued.
- 20.6 Contractor should give sufficient notice period of 7 days to BHEL appointed CHA/BHEL of arrival of container.
- 20.7 CFS storage charges/detention/custom penalty/Interest on custom duty incurred due to delay in CAN/intimation of arrival of shipment/ delay in payment of CFS/Line charges shall be recovered from the contractor.
- 21.0 No charges shall be payable towards Container/s received in damage condition by CFS yard. Proper instruction should be given by contractor to the shipping line for providing the survey report taken while providing the containers at load port.
- 22.0 Any charge incurred in LC amendment due to any delay by contractor shall be recovered from contractor.
- 23.0 Cargoes from same supplier having different purchase orders can be clubbed under same Bill of Lading subject BHEL permission.**
- 24.0 Contractor will be paid separately **Hazardous THC** and **Hazardous Surcharge** as per the charges mentioned in table of clause 33.
- 25.0 **CFS Charges for LCL Shipments:** -Contractor to ensure delivery of cargo from CFS without any direct payment to CFS by company. Contractor has to claim CFS charges in their bills in line with agreed rates as per price schedule after delivery of the cargo to company appointed CHA / Company. Under no circumstances, the company will make direct payments to the CFS.
- 26.0 **Delivery Order**
The contractor shall arrange for single window final delivery order (DO) from his office against submission of OBL. DO/eDO will be handed over/issued to BHEL's authorized CHA at their port office/ official email ID by contractor.
If the contractor is required to make payment(s) to other shipping agents for issue of final D.O., all such charges to be paid by the contractor. The total time permitted for obtaining final delivery order is 2 working days after receipt of OBL from BHEL. In case of handing over of the DO exceeds 2 working days, the entire consequential demurrage/storage charges/ground rent/container detention incurred will be recovered from the subsequent contractor bills.
28. Contractor shall liaison with shipping line in resolving IGM error/amendment within two working days else the entire demurrage/storage charges/ground rent/container detention incurred will be recovered from the subsequent bills for delay beyond free period.
29. Contractor should ensure that daily status report (Annexure-1) is forwarded to company for details of DO collected from shipping line and handed over to CHA on daily basis by email to concerned company coordinators at Mumbai/Units so as to plan for delivery/dispatches for further transportation to units/site.
30. Contractor and his agent at load port should ensure that EGM details filed is in line with the supplier declaration and the same matches with the OBLs and invoice and packing list. If on arrival of cargo an IGM error is found due to above the amount of demurrage/detention/ground rent/custom penalty incurred for the period from the noting date of BE till the same is rectified will be recovered from the contractor.
- 31 The contractor shall immediately intimate any change in the address of the Offices during the period of Contract.
- 32 Payment to contractor will be made as per table below:(Refer Price Bid)**
- 32.1

IS 2235

Sn	Shipment type	Total Payment (with reference to Price Bid)
1	For LCL	$A + (C = C1+C2+C3+C4+C5)$
2	For HAZ LCL	$1.5 \times A + C1 + 1.5 \times (C2 + C3 + C4) + 2 \times C5$

- 32.2 The prices will remain fixed during the entire contract period and no request for increase in any rates will be entertained.
- 33 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.
- 34 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.
- 35 **No other charges shall be payable to Contractor other than charges mentioned in price bid**
All the destination charges of shipping line will have to be paid by Contractor.

Signature and Seal of bidder

INSTRUCTIONS TO BIDDERS

Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <https://eprocurebhel.co.in>

- 1.0 Bidders are advised to go through the tender document fully before filling up the format for Techno-commercial Section and Price bid Section
- 2.0 The bidder must submit the total offer and the details desired therein. The offers which are not complete or mentioning "shall be furnished later" will be rejected.
- 3.0 The bidder while submitting the offer should consider the **shortest, most economical and reliable logistics** to be adopted for transportation of cargo.
- 4.0 The price offer must be made only in the Price Bid formats enclosed with this tender.
- 5.0 The offers shall be kept valid for a period of 30 days from the date of opening of the tender.
- 6.0 BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. It shall be responsibility of the contractor that their agents ensure proper working of the offers in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
- 7.0 No modifications to the work contained in the items will be allowed. Quotations other than in prescribed Price Bid formats will not be accepted under any circumstances.
- 8.0 No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed. Any such clarification/modification if enclosed in the offer will be totally ignored and such bids will be rejected. No corrections to be made to the price bid.
- 9.0 Any request from the bidders in respect of additions, alternations, modifications, corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.
- 10.0 The acceptance of tender shall be intimated to the successful bidder through a Letter of Award (LOA). The contractor shall be required to submit security deposit as per the Tender document, within **five working days (excluding bank holidays)** of issue of LOA, which should be valid up to 3 months after the expiry of the contract period as specified in the Letter of Award. In case of delay in submission of security deposit, enhanced security deposit which would include **interest (SBI rate + 6%)** for the **delayed period**, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered, from the bills along with due interest
- 11.0 **Evaluation criteria**
- 11.1 The offer of parties meeting the Technical requirements will only be considered for evaluation.
- 11.2 The offers will be evaluated on the basis of the total value offered in the Price Bid.
- 11.3 The contract value will be calculated based on the final rates quoted by L1 bidder, received after RA on the indicated load and exchange rate (SBI TT selling rate) prevailing on the date of opening of technical bid of the tender. The contract value will be intimated to party while placing LOA. If the due date of tender opening happens to be bank holiday, then the exchange rate of the previous bank working day will be considered for evaluation of price bids.
- 11.4 The Tender will be finalized through Reverse Auction only as per BHEL Reverse Auction guidelines. Bidders who are technically not qualified will not be allowed to participate in the reverse auction.
- 11.5 Bidder must fill all the schedules and Price for each and every items. If the bidder fails to quote any of the items in Price Bid, he will be disqualified and will not be allowed to participate in Reverse Auction.

- 11.6 After the completion of Reverse Auction(RA), the reduction of price achieved will applied in same proportion (prorata basis) as it was in the original offer to get the final price break up. The L1 Bidder will have to accept the Price Break up of the Final RA Price on Pro-rata basis of the original Price Submitted. **The price break up on Pro rata basis after final reverse auction will form the part of LOA.**

12.0 **Instruction for MSE Suppliers (Micro and Small Enterprises)**

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

"MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy"

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.

Definitions of MSEs owned by Women is under:

- i. In case of proprietorship firm, proprietor must be woman.
- ii. In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by women promoters.

Definitions of MSEs owned by SC/ST is under:

- i. In case of proprietorship firm, proprietor must be SC/ST.
- ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters
- iv. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- v. District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
- vi. Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
- vii. Revenue Officer not below the rank of tahsildar.
- viii. Sub-Divisional officer of the area where the individual and/ or his family normally resides.
- ix. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

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: MSME vendors need to go through Special conditions of the tender also for any special instruction & deviation from above.

Signature and Seal of bidder

IS 2235
SECTION III

SPECIAL CONDITIONS

- 1.0 **Transit Time:** Total Transit time permitted will as indicated the price bid table. **Start of Transit time** will be the date of B/L or Shipped on Board date, whichever is later, mentioned in Bill of Lading for shipment lot. **End of Transit time** will be the date to final IGM (inward date - (as per ICEGATE/ BE)) of shipment lot at discharge Port. If the B/L date is 01/01/2022 and IGM date is 29/01/2022 then transit time is 29 days. The transit period given in tender is to be adhered to irrespective of the route selected.
- 1.1 The shipper will intimate readiness cargo to forwarders agent atleast one month before last delivery date in PO.
- 1.2 The contractor has to nominate the vessel within 10 days of readiness of the cargo. Final vessel to be booked only after getting written confirmation from BHEL unit/ ROD/Shipper.
- 1.3 Vessel details to be informed to Supplier at least 15 days prior to the arrival of such vessel at load port.
- 1.4 If the contractor has failed to arrange the vessel **within 15 days of** shipper's intimation / LOA date / LC amendment date/ whichever is later, **then the transit time will start** from 27th day from shipper's intimation / LOA date / LC amendment date whichever is later.
- 1.5 BHEL reserves the right to invoke Risk Purchase clause of section IV as per General terms and conditions.
- 2.0 **Transit Penalty:** The transit delay beyond the permitted transit period shall attract a penalty of 1% per day on the ocean freight value for the shipment subject to maximum of 10% of the total ocean freight of the shipment lot.
- 3.0 **Penalty for delay in Handing over OBL:** In case BHEL incurs any detention, demurrage, storage, penalty, interest or any other losses due to late handing of the OBL, the same will be recovered from Forwarder Bills
- 4.0 **Payment Terms**
- 4.1 100% payment as per Price Bid in Indian Rupees will be made by BHEL, ROD, Mumbai after adjustment of penalty, TDS, GST TDS, other deductions, if any, **within 45 working days of** taking of delivery of cargo from the CFS.
- 4.2 The Ocean Freight charges shall be calculated in Indian Rupees by applying T.T. Selling rate between USD and INR of SBI prevailing on **the date of Bill of Lading**.
- 4.3 Delivery Order (DO) should be issued within 02 days of submission of duly discharged Original Bill of Lading. Any consequential loss due to delay in delivery order shall be recovered from contractor's bills.
- 4.4 Vessel qualification, age and type certification should be submitted along with the bill as per tender requirement.
- 4.5 All the Bills of contractor should be in the name of BHEL.
- 4.6 Invoices of shipping line, if issued in the name of BHEL will have to be submitted in original with correct GST nos. for claiming the reimbursement. Such reimbursement of charges paid by the forwarder will be limited the contracted rate or actual reimbursement whichever is less.
- 4.7 Bidders should quote in Prescribed Price Bid Format only. Prices are to be quoted by bidders inclusive of all taxes, duties, levies and all other charges except GST. Applicable GST shall be payable extra.

SIGNATURE AND SEAL OF BIDDER

SECTION V**Format for PQR Cum Techno- Commercial Conditions**

Sn	Description	Remarks
I	Qualification Criteria	
1	Bidder must have an average annual turnover (revenue from operations) of the company of not less than Rs 2.1 Lakhs for the last three Years (i.e. for year, 2018-2019, 2019-20 & 2020-21).	Copy of CA certificate with UDIN OR copy of audited financial statement to be submitted
2	Bidders must submit proof of having have successfully executed ocean freight contracts (any logistics contract inclusive of Ocean Freight) in last seven years (ending last day of month previous to the one in which the tender was due for opening) as per following (1) Three contracts of value not less than Rs. 2.72 Lakh each or (2) Two contracts of value not less than Rs.3.4 Lakh each or (3) One contract of value not less than Rs. 5.44 Lakh NOTES: Details of the customer with email, contact details and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.	Copies of contract / work order with satisfactory completion certificate of the work executed or completed from customer must be attached
3	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.	A self-certification should be submitted by the bidder indicating compliances. Date to be mentioned on the certificate
4	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. Date to be mentioned on the certificate
5	EMD Details. Email to be sent on submission of EMD with UTR details MSE bidders have to submit valid UDHYAM certificate	UTR NO. to be provided / Valid UDHYAM certificate
II	Techno Commercial Conditions	
1	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped	To be uploaded
2	Compliance Letter: The compliance letter duly signed and stamped on bidders letter head	To be uploaded
3	PAN CARD of the company, GST registration Certificate of the company Registered address with name , email id and contact no. of the owner of the company	Copies to be submitted
4	Bank Signed E-Mandate copy with bank details.- Annexure-2	submitted
5	CONTACT DETAILS: Name & Address of the company along with contact details of Owner, Chairman, MD, CEO and directors.	Information to be provided
6	Vessel Requirements as specified in tender terms and conditions.	Agreed
7	Letter of authorization for signatories to act on behalf of the company	Letter to be attached
8	PAYMENT TERMS: We have read and accept payment terms clause as Specified in the tender Terms and conditions	Agreed

9	Vessel Qualification: Vessel will be booked as per tender terms and conditions	Agreed
10	Transit Delay: The transit delay beyond the permitted transit period shall attract a penalty of 1% per day on the ocean freight value for the shipment subject to maximum of 10% of the total ocean freight of the shipment lot.	Agreed
11	INDEMNITY: Agent 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
12	Contract Period: The period of contract will be for ONE year with the provision of further extension up to one year by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for three more months.	Agreed
13	The Load / Load pattern: As per tender terms and conditions.	Agreed
14	RISK PURCHASE: As per Tender Terms and Conditions	Agreed
15	We have understood the scope of work and accordingly have quoted the prices in the price bid schedules.	Agreed
16	TAXES: AS per tender terms and conditions. GST in India shall be payable at actual wherever applicable. Invoice should be in the name of "BHEL,ROD Mumbai"	Agreed
17	<p>CANCELLATION OF THE CONTRACT:</p> <ol style="list-style-type: none"> 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. BHEL reserve the right to forfeit security deposit of the contractor in case of unsatisfactory performance/ cancellation. <p>If the contractor 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 without any notice in writing and recover from the Contractor 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 contractor under the contract</p>	Agreed
18	Offer Validity : Offers shall remain valid till 30 days from the date of opening the Tender	Agreed
19	Compliance Letter on Bidder's Letter Head signed and stamped	Enclosed
20	Participation in Reverse Auction as per tender terms and conditions. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno- commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.	Agreed
21	DEAD FREIGHT: Dead freight or any Equivalent charges shall not be payable by BHEL, in any circumstances. Onus for co-ordination and timely movement of goods rests solely with the contractor	Agreed
22	<p>i) The Bidder is required to state whether he is a relative of any Director of the Company or the Bidder is a firm in which any Director of the Company or his relative is a partner or any other partners of such a firm or alternately the Bidder is a private company in which Director of the Company is a member or Director.</p> <p>Note - Latest list is available in the company web site. Bidder may check for any changes in the list of directors at the time of submission.</p>	<p>1] provide Name of the Bidder and his relations with the Director in the Company</p> <p>2]Provide Name of the Director of the Company who is related to the Bidder</p>

IS 2235

		3]Provide Name of the Director of the Company who is a member or a Director of the firm
23	Bidder shall furnish the Name, designation and addresses of his Mumbai (India) Office,	submitted

***Note:** If Bidder has submitted BHEL executed work order and SD has been released, then that Work Order will be treated as completed contract.

GENERAL TERMS AND CONDITIONS

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

- 1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" or "FREIGHT FORWARDER or CONSOL AGENT OR CHA where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be received /delivered and services are to be performed as per the specification of this tender.
- 1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, LOA, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any) and all correspondence.
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The period of Freight contract will be for one year with the provision of further extension up to one year by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for three more months till all the activities specified therein are completed in all respects to the satisfaction of BHEL.
- 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 "CARRIER/SHIPPING/TRANSPORTATION" shall mean the shifting/carrying Cargo by using ships, s, tempo, trucks, trailers (mechanical /hydraulic), dolly, heavy duty railway equipment wagons, aircraft and all other transportation means which shall be arranged by the Contractor for executing the work.
- 1.12 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Contractor.
- 1.13 "Full Container Load" (FCL) shall mean a container containing cargo belonging to one consignee in the vessel's manifest.
- 1.14 "Less than a Container Load" (LCL) shall mean a container containing cargo belonging to more than one consignee in the vessel's manifest.
- 1.15 TEU means Twenty Equivalent Units – term for ISO container. FEU means Fourty Equivalent Units – term for ISO container.
- 1.16 "Ton" means one metric Ton or 1,000 kilograms or one cubic meter.

- 1.17 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater
- 1.18 JNCH means Jawaharlal Nehru Customs house.
- 1.19 Discharge Port means Nhava Sheva ports means all the three terminals in the port, i.e., JNPCT, NSICT & GTI and any other terminal/CY that may be developed in JNPT.
- 1.20 **Load Pattern:** The load indicated is tentative which will be used for evaluation of the tender. The actual load pattern to be followed/executed under the contract may, however differ. BHEL does not guarantee the load. The tentative load envisaged/estimated for next one year is given in Price Bid.
- 2.0 Issue of Notice:**
- 2.1 The Contractor shall furnish the name, designation and addresses of his authorised agents/ associates at Mumbai (India), at the Discharge Port and at the CFS yard. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent/representative.
- 3.0 Commencement of Work:**
- 3.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOA and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of LOA/Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 4.0 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 BHEL in writing or the time/schedule indicated in the LOA/Work order/Contract without delay. If the Bidder fails to do the same as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 5.2 Before arrival of the vessel, the Bidder will inspect the cargo available in Port whether under the custody of the Bidder or BHEL or its supplier or any other authorized representative and ensure its sea worthiness. Any deficiency in this regard shall be brought to the notice of BHEL in writing suggesting remedial measures to enable BHEL to make it sea worthy. Alternatively, such action can be taken by the Bidder after obtaining written approval of BHEL to the action as well as to the cost. Such cost incurred by the Bidder shall be reimbursed by BHEL to the Bidder, if agreed. After such remedial measures, the Bidder shall be responsible for loading of the cargo on the Ship arranged by the Bidder.
- 5.3 The Bidder shall also intimate BHEL/shipper/supplier 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 in time to ensure loading on the vessel arranged by the Bidder as per cl.5.1 above.
- 5.4 Contractor should use vessels having good track records of timely delivery.
- 6.0 **Vessel Qualification:** Cargo should be carried by mechanically self-propelled vessels of steel construction classed with classification society which is:
- i. a member of associate member of International Association of classification societies(IACS) or

- ii. A national flag society as defined below, but only where vessel is engaged exclusively in coastal trading of that nation (including trading on an inter-island route within an archipelago of which the nation forms part)
- iii. For the list of Current IACS Members and associate members refer to the IACS website at www.iacs.org.uk

6.1 **Age limitation of vessel:** It is the responsibility of the contractor to ensure that the vessel / vessels used for sea freighting complies with all the necessary national / international / insurance /safety regulations and its age is less than 25 years. The vessel / vessels used are certified for sea worthiness by Lloyds Register or Equivalent and should be with Institute of Marine Cargo clauses 1 or A. (A shipping company certificate certifying this should be given with each BL). The contractor must submit a compliance certificate from shipping company / agent confirming compliance of these requirements for Bill of Lading.

6.2 **National Flag society:** A national flag society is a classification society, which is domiciled in the same country as the owner of the vessel in question, which must operate under the flag of that country.

6.3 Suitable Vessel selected for freighting of the cargo is to be in line with Institute Classification Clause 01//01//2001

6.4 All taxes, charges and dues of vessel if any during execution of this contract shall be on contractor's account both in load port, transit port and the discharge port

6.5 Stevedoring charges if any at both load port and discharge port shall be on contractors account

7.0 DETENTION OF THE CARRIER:

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

7.2 In case of non-availability of vehicles 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.

7.3 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 & equipment's the trucking & terminal handling charges will be to bidder's accounts

8.0 License/Permission/Registration

8.1 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. 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.

8.2 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.

8.3 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.

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

- 8.5 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.
- 8.6 The Contractor is responsible for safe transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.
- 8.7 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.
- 9.0 Invoices and Payments**
- 9.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 9.2 Contractor shall submit freight bill along with supporting documents immediately after sailing of the vessel. (within one week of BL date)
- 9.3 All the Bills like Freight Bills must be in the name of BHEL, ROD Mumbai having GSTN as 27AAACB4146P1ZF.
- 9.4 If contractors invoice is not in the name of "BHEL, ROD Mumbai", the GST will not be reimbursed to the contractor as BHEL will not be in a position to avail GST credit.
- 9.5 Contractor should timely update output data in GST portal to enable BHEL to take input tax credit. GST of the contractor will be released only on correct reflection of the invoice and amount of GST portal.
- 9.6 Any new taxes other than that on cargo at any stage during the execution including extension of contract, if any, shall be paid to contractor. Quoted/accepted rates/ price shall be inclusive of all such requirements.
- 9.7 Freight payments along with the other charges as per the contract rates shall be made to the contractor in Indian Rupees only. For the purpose of conversion, the SBI TT selling rate prevailing on the date of Bill of Lading will be considered. In case there is a bank holiday on the date of Bill of Lading, then the rate prevailing on the previous working day will apply. Freight bill shall contain the details of packages, weight and MBL number and other charges as per the contracted rates.
- 9.7.1 100% of invoice payment will be made by BHEL by NEFT / RTGS against the bill submitted with all documents as per payment terms within **30 days** of submission.
- 9.7.2 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.
- 9.7.3 Contractor shall issue CAN (Cargo arrival notice) immediately on filing of prior entry IGM by the Liner/ Carriers
- 9.7.4 TDS / GST TDS as applicable will be deducted from contractor's bill.
- 9.7.5 All the bills should be submitted in duplicate i.e one original and one copy. In addition, one scan copy bill is also to be shared.
- 9.7.6 All taxes, charges and dues of vessel if any during execution of this contract shall be on Contractor's account both in load port and in the discharge port.
- 9.7.7 **The documents to be submitted along with bills in duplicate i.e one original and one copy are as follows:**
1. Contractors Invoice duly signed and stamped as per the Price bid Schedule (**digitally signed invoice with IRN/ QR code as per norms to also be submitted**)
 2. Final suppliers Packing list
 3. BL copy with shipped on board date
 4. Exchange rate certificate from SBI.
 5. Vessel qualification / age/class certificate
 6. Original Bill of Entry (in case of manual OOC Print) or Digitally signed OOC copy of B/E to be attached along contractors Customs clearance invoice.
 7. Email intimation of cargo arrival or CAN copy issued to company
 8. Warehouse Road Despatch advice issued by company.

- 9.7.8 Where ever freight is claimed on weight/CBM, Packing List issued by Supplier will be considered for final payment.
- 9.7.9 For Freight payment: 1 Ton = 1000Kgs and 1 CBM= 1 Ton. Minimum rate of 1 Ton/1CBM shall be applicable for payment for cargo weighing/measuring less than one ton/CBM.
- 10.0 Time Limit for Submission of Bills**
- 10.1 The contractor 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.
- 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 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.
- 11.0 Risk Purchase:** BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.
- 11.1 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 BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the security deposit.
- 11.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 11.3 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, **by giving 3 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.
- 11.4 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 11.5 In case of Risk Purchase is enforced, the contractor will hand over the clean cargo along with all related documents, NOC etc. without any financial bearing to BHEL, enabling BHEL/BHEL nominated Contractor to carry out the work further.
- 12.0 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.
- 12.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable /levied on account of any of the operations connected with the execution of this contract.
- 12.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.
- 13.0 Safety of Men, Equipment, Material & Environment:**
- 13.1 All safety rules, codes applied by BHEL/its customer at port/CFS/ICD shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 13.2 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

- 13.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 13.4 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.
- 14.0 **Contractor's responsibility for Insurance:**
- 14.1 BHEL shall arrange for insuring the project materials/properties of BHEL 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 BHEL/its Customer's property, if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.
- 15.0 **Original Bill of lading**
- 15.1 All **Original Bill of lading** should be issued **as per UCP 600**.
- 15.2 Following should be mentioned in the BL: 1] IEC of BHEL, 2] GSTIN of importing unit, 3] Email address of consignee, 4] Detention free period in case of Full container load cargo with container details, 5] Details of invoice, 6] BHEL's PO no/s 7] L/C no with date, 7] HS code of goods, 8] Freight 'To collect' for FOB cases. 9] BHEL ROD Mumbai email address mssea@bhel.in. 10] Container details with package nos. 11] BHEL PAN no. , etc.
- 15.3 Contractor to ensure that the details mentioned in the BL like description, Qty and all other details matches with the invoice and PO copy shared.
- 15.4 Draft BL should be approved from BHEL/supplier before final OBL is issued.
- 15.5 Contractor should hand over OBL to BHEL overseas suppliers within 3 days from vessel sailing date.
- 15.6 In case company incurs any detention, demurrage, storage, penalty, interest or any other losses due to late handing of the OBL, the same will be recovered from Forwarder Bills
- 16.0 **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 BHEL 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 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.
- 16.4 Force Majeure conditions will apply on both sides.
As the shipments have to be done in the prevailing COVID 19 situation, invocation of FM on grounds of generalized COVID 19 will not be acceptable, unless proofs of specific delays

(closure of ports/ infection of crew, Quarantine Restrictions etc. is provided along with the Notice of invocation of FM)

17.0 Prevention of Corruption

- 17.1 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.
- 17.2 BHEL shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favour or disfavor to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with BHEL.

18.0 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 BHEL.

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 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.

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 BHEL 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 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.

19.0 Laws Governing the Contract:

19.1 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

20.0 Indemnity

20.1 The Contractor shall indemnify and keep indemnified BHEL 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.

21.0 Security Deposit

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

EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit

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

- i) Only Electronic Fund Transfer in favor of BHEL
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

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

21.2.1 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be

immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

- 21.2.2 In case of delay in submission of security deposit, enhanced security deposit which would include interest (SBI rate + 6%) for the **delayed period**, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered, from the bills along with due interest.
- 21.2.3 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 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)
- 21.2.4 Securities / BG's shall be released after three **(3) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.
- 22.0 **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 bank account (before tender opening).
- 22.2 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 22.3 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract.
- 22.4 If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- 22.5 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.
- 22.6 EMD of successful bidder will be adjusted towards part of the security deposit.
- 22.7 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.
- 22.8 EMD shall not carry any interest.
- 22.9 In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs. 20.0 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months. The Bank Guarantee furnished should be strictly as per BHEL Format.
- 23.0 **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.
- 24.0 **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 there-off including legal complications, if any.

IS 2235

- 24.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- 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 BHEL as per contract. Additionally, future business of such de-faulting contractors will be suspended from business with BHEL 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 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.
- 24.8 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.
- 24.9 Bidders or his agents will be responsible to company for activities undertaken after the cargo is made on-board the vessel.
- 25.0 **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 BHEL shall be to the account of the Contractor.
- 25.2 In case of goods specified by BHEL and in case of apparent damages, the Contractor will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Contractor shall lodge claim with the appropriate authorities.
- 25.3 The Contractor is responsible for safe handling and transportation of the goods.
- 25.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.
- 26.0 **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, BHEL shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him. 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.
- 27.0 **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 BHEL / Consignor / Consignee / Insurance Company, /BHEL representative etc. for assessment of loss/damage to cargo and / or container. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the contractor shall be under obligation to arrange to issue "Damage Certificate" or "Short landing certificate" to the Consignor/ Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by BHEL. Settlement of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor shall be required to settle all claims/liabilities, whatsoever, against BHEL, which come to BHEL under all such situations. The contractor may undertake to repair the damaged container, which has met with an accident under his custody, at his own initiative. This he shall do to the complete satisfaction of the concerned shipping line / BHEL to which the container belongs to at the time of accident.

- 28.0 Guidelines for suspension of business dealings with suppliers/ contractor's: 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>**
- 29.0 BHEL Fraud prevention policy:** The bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 30.0 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>
- 31.0 Verification of Documents:**
- 31.1** BHEL reserves the right to verify any documents submitted by the Bidder. Any supporting documents in line with contract copy and completion certificate like invoices, packing list, Billing details in original may be asked and BHEL reserves the right to reject the bid if verification from customer/ or supporting documents is not forthcoming.
- 31.1** The bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- 32.0 Confidentiality, Use of Contract Documents and Information**
- 32.1** 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
- 32.2** 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
- 32.3** 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.

- 33.0 **Integrity commitment, performance of the contract and punitive action thereof:**
- 33.1 Commitment by BHEL:
- 33.1.1 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.
- 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 IPC, 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/ BHEL.
- 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 BHEL
- 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 IPC, 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.
- 34.0 **Stacking and Tiltability of Cargo/Packages:**
- 34.1 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.
- 35.0 **E- Procurement:**
- 35.1 This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform website as given in the General Information table.
- 35.2 Neither the Organization (Bharat Heavy Electricals Ltd.) nor the e_procurement service provider (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.
- 36.0 **Status/Progress Reporting of the contract.**
- 36.1 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.
- 36.2 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. (Refer Annexure-1)
- 36.3 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.
- 36.4 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.

- 36.5 Successful contractor has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in Removable hard disk (as per requirement) and handed over to BHEL on monthly basis, if required.
- 36.6 The contractor shall be bound to report movement progresses of all shipments through electronic communication systems such as Fax, Mobile telephony/STD phones/Roaming cell phones, email, web based monitoring system or any other mode desired by BHEL at regular intervals.
- 37.0 Period of Contract**
- 37.1 The period of contract will be for **ONE year** with the provision of **further extension up to one year** by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for **maximum three more months** if BHEL desires so.
- 38.0 **Pre-FOB activities at Origin:** Supplier is free to do pre-FOB activities through any forwarder of his choice. If Pre-FOB activities are done through contractor by the supplier, then any disputes regarding pre-FOB activities and related charges are to be amicably resolved between them. Under any circumstances, BHEL will not entertain such disputes. Contractor to ensure that this dispute/s, if any are to be resolved before the booking of container. Cancellation of booking of container/shipment will not be paid by BHEL.. If the supplier demands for additional container for the tendered/additional cargo, then the same contracted rates will apply irrespective of container type used. Requirement of additional container should be immediately brought to the notice of BHEL and booking of container/shipment will be kept in abeyance till then.
- 39.0 Quality of Containers and its stuffing:**
- 39.1 Container arranged should be a seaworthy, sound and good quality container.
- 39.2 Make available survey report of empty containers made before shipment wherever required.
- 39.3 Contractor has to ensure that the containers has clear CLC /CSC Plate
- 39.4 Container should conform to the standards of the Convention for Safe Containers 1972 (CSC) and IMO/CSC.1/Circ.138.
- 39.5 The container used should have clearly mentioned CSC Certification No., Customs/Transport No., Manufacture Type, Manufacturer name, Manufacture Date, ISO code.
- 39.6 If container arrives in damage condition damage charges of shipping will be paid by contractor or will recovered from his bills.
- 40.0 A maximum floor load is 4.5 tons per running meter for a 20' container and 3.0 tons per running meter for a 40' container. To check the floor load, the cargo weight is to be divided by the cargo length.
- 41.0 Any approval of shipping line or their surveyor has to be taken before cut-off of vessel and all stuffing/lashing guideline of shipping are to be adhered to.
- 42.0 Service During Post Contract Period**
- 42.1 It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (*inclusive of extended period, if any*) for (3) Three months or till alternate arrangements are made, whichever is earlier.
- 42.2 In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from BHEL on this account.

Signature and Seal of bidder

IS 2235
Section-VI
Price Bid

Code	Country	Transit time (Days)	LCL rates per FRT Rates In USD	Tentative Load in MT(* refer scope of work pg no: 3)
A	Ocean Freight as per scope of work:			
A1	China	35	62.00	5.70
A 2	Japan	47	54.14	7.83
A 3	Korea	42	38.00	1.00
A 4	Singapore / Malaysia	37	29.57	1.00
A 5	France	47	28.85	1.00
A 6	Italy	47	26.28	10.90
A 7	Germany	47	24.57	10.81
A 8	Belgium	47	29.85	10.34
A 9	UK	47	26.57	1.14
A10	Netherlands	47	28.35	8.59
A11	Sweden	47	40.42	1.00
A12	Canada	62	146.00	2.50
A13	USA	62	58.56	2.33
C	Charges of LCL cargo: as per scope of work:		Rates In INR	
C1	DO charges per BL (LCL)		2500.0	
C2	Destination charges (LCL) per FRT		1892.0	
C3	CFS Charges per BL		3000.0	
C4	CFS Charges per FRT		1700.0	
C5	CFS storage charges:			
C51	CFS storage-1 st week - PER SQM*		Free	
C52	CFS storage-2 nd week - PER SQM*		300	
C53	CFS storage-3 rd week - PER SQM*		350	
C54	CFS storage-4 th week onwards - PER SQM*		400	

Note:

- Country wise ports:** **China:** Shanghai, Dalian, **Japan:** Kobe/Hakata/ Yokohama/ Moji, **Korea:** Busan, **Singapore / Malaysia:** Singapore / Malaysia, **Belgium:** Antwerp, **Germany:** Hamburg, **Italy:** Genova / Bilbao, **Netherlands:** Rotterdam, **France:** FosSurMer / Le Havre, **Sweden:** Gothenburg, Gavle **UK:** Felixstowe / Southampton, **Ukraine:** ODESSA, **Slovenia:** KOPER, **US:** New York/ Houston / Norfolk / Savannah, **Canada:** Vancouver, Halifax. The above ports are illustrative and not exhaustive. Port which are not mentioned above, however if bidder is not able to ocean freight the same from that port then bidder should inform and seek approval for alternate port from the company.
- DO and Destination charges is fixed and payable as per C1 and C2 above, respectively and will not change during the period of contract. Note destination charges Includes all the charges at Nhava Sheva like THC, washing charges, Maintenance charges, etc. No charges other than this will be payable by BHEL at destination Port.*
- The exchange rate (TT selling rate of SBI) as on technical bid opening date of tender opening shall be considered for finalizing the contract value.
- CFS charges has been fixed as per C3, C4, C5 above and will not change during the period of contract.*
- Above rates are exclusive of GST hence GST shall be paid separately as per applicable law.
- *Storage Area Calculation for CFS charges:**

Sn	Range	Area	Remarks
(a)	Upto 03 cbm	05 sqm	For cargo above 20 cbm, area will be calculated on the basis of sum of sl no (f) and Sl No (a to e). Eg.: For 23 cbm, area will be 35sqm - 30 (as per sl no f) + 5(as per sl no a)
(b)	3.1 to 05 cbm	10 sqm	
(c)	5.1 to 08 cbm	15 sqm	
(d)	8.1 to 12 cbm	20 sqm	
(e)	12.1 to 15 cbm	25 sqm	
(f)	15.1 to 20cbm	30 sqm	

7. **No other charge than that mentioned in Price bid shall be payable**
8. BHEL rates are exclusive of GST hence GST shall be paid separately as per applicable law.
9. **RA will be done on the Total Ocean freight as per % of rates quoted in price bid.**

SECTION VII

PRICE BID

We are ready to do the work on _____% of Total ocean freight rate estimate of Section VI A.

Note:

- 1- The % of quoted above shall be uniformly applied to all freight Price Bid slab rates.
- 2- Price Bid Slab rates are exclusive of GST.
- 3- No individual slab rate discount is permitted.

Example 1.

If bidders quotes 110 %, each slab quoted rates will be 1.1 times Price Bid slab rate

Example 2.

If bidders quotes 80 %, each slab quoted rates will be 0.80 times Price bid slab rate

Signature and Seal of bidder

IS 2235
Section VIII

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

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

Sub: Compliance letter for Your Tender no RE/MUM/IMP/AC/IS-2235

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 finalising 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.

I agree to furnish any other information / produce any record for inspection as may be required by the competent authority or an officer duly authorized by the competent authority of Bharat Heavy electrical Limited.

I / We also give the undertaking that all the statutory acts, rules & regulations applicable to International Business and to central /state Govt. in load port and discharge port country are being and will be followed by us in course of our operations/ execution of the contract.

We are aware and now conversant with local site conditions / Weather conditions / Route feasibility to site/Local social issues/Local labor issues/Local political issues/ Geo-political situation/ Work Culture/ Weekly holidays/ festivals Holidays, etc.

The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions both in load port country / discharge country and enroute.

I affirm that the particulars given are true to best of my knowledge and belief.

Thanking you,

Yours faithfully,

Signature and Seal of Bidder

**Performance Monitoring cum
Format for Daily Status Report**

The contractor must submit the Daily status report with following details for each shipment

Lot No	BHEL Unit	BHEL Dkt no	Shipper	Agent	Consignee/ Unit	BHEL PO no.	Volume (cbm)	POL
a	b	c	d	e	f	g	h	i

POD	Carrier	Vessel/Voy	Vessel Sailing date at POL	ETA Nhava Sheva/	OBL handover dt. to supply	HBL No & dt	Date of issue CAN
j	k	l	m	n	o	p	q

Prior IGM	Prior IGM dt	Final IGM	Final IGM dt.	OBL Received from CHA & time	DO Released Date & time	No of days taken to issue DO Y=(w-x)	Time taken to handover OBL to supplier (q-o)	ATT -Actual Transit time (r-v)
r	s	t	u	v	w	x	y	z

CTT – Contractual transit time	Mode (LCL)	Invoice Submitted no and dt	Invoice amount	Payment Received	Remarks
aa	ab	ac	ad	ae	af

(On company Letter Head)
Bank E-mandate letter

(Refer clause 8b of the application form)

Information of Bank Account of Company	Document to be submitted
<p>The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer EFT/ RTGS) is to be submitted:</p> <ol style="list-style-type: none"> 1. Name of the Company 2. Name of Bank 3. Name of Bank Branch 4. City / Place 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch 	<p>Information of Bank Account of the Company duly endorsed by Bank</p>

Signe of Authorized Signatory

Date:

Stamp & Seal

Abbreviations used in the tender:

1. B/E or BE – Bill of Entry.
2. BG – Bank Guarantee
3. BHEL – Bharat Heavy Electricals Limited
4. BIFR – Board for Industrial and Financial Reconstruction.
5. BL or B/L– Bill of Lading
6. BMCT – Bharat Mumbai Container Terminals
7. CA – Chartered Accountant
8. CAN- Cargo Arrival Notice
9. CBM – Cubic Meter
10. CEO – Chief Executive Officer
11. CFS – Container Freight Station
12. CHA- Customs House agent or Customs Broker
13. CMD – Chairman and Managing Director
14. SCMTR - Sea Cargo Manifest and Transshipment Regulations
15. DD – Demand Draft
16. DO – Delivery Order.
17. DPD – Direct Port Delivery
18. DSC - Digital Signature Certificate)
19. EFT – Electronic Fund Transfer
20. EMD – Earnest Monet Deposit.
21. ETA – Estimated Time of Arrival
22. FCR – Forwarder cargo Receipt
23. FDR – Fixed deposit Receipt
24. FLT – Fork Lift Truck
25. FOB – Free On Board
26. FRT – Freight tons
27. GMI- General Manager- In charge
28. GPS - Global Positioning System
29. GRI – General Rate Increase
30. GST – Goods and services Tax
31. GTI - Gateway Terminals India
32. GVW- Gross Vehicular weight
33. HAZ – Hazardous or cargo having MSDS.
34. HBL – House Bill of Lading
35. ICD – Inland container Depots.
36. ICEGATE - Indian Customs EDI Gateway
37. IEM - Independent External Monitor
38. IFSC – India Financial System Code
39. IGM-Import General Manifest
40. IMO- International Maritime Organization
41. IPA - Integrity Pact Agreement
42. IPC /PC – Indian Penal Code / Prevention of Corruption
43. IRN - Invoice Reference Number
44. JNPT - Jawaharlal Nehru Port Trust
45. LC – Letter of Credit
46. LOA- Letter of Award
47. MICR – Magnetic Ink Character Recognition.
48. MO - Mobile
49. MSE - Micro/Small Enterprise
50. MSME – Ministry of Small and Medium Enterprises
51. NCLT: -National company Law Tribunal
52. NOC – No Objection certificate
53. NSIC – National Small Industries Corporation
54. NSICT - Nhava Sheva International Container Terminal
55. OBL – Original Bill of Lading
56. OOC – Out of Charge
57. PAN – Permanent Account Number
58. PD - personal deposit
59. Ph- Phone
60. POD – Port of Destination
61. POL – Port of Loading
62. PQR- Pre-Qualification Requirement
63. PSU – Public sector undertaking
64. QR - Quick Response
65. RA – Reverse Auction
66. RC – Registration Certificate
67. ROD – Regional Office Division
68. RRI - Rate Restoration Initiative
69. S/B or SB – Shipping bill
70. SECA - Sulphur Emissions Areas Surcharge
71. SOC- Shipper Own Containers
72. T&P – Tools and Plants
73. TDS – Tax Deduction at source
74. TEU – Twenty Equivalent Feet
75. THC- Terminal Handling charges
76. UCP – Uniform Customs & Practice
77. UDIN - Unique Document Identification Number
78. VOY – Voyage
79. VTS - Vehicle Tracking System
80. NNDs – Non-negotiable document