



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**

(भारत सरकार के एक उपक्रम)

क्षेत्रीय परिचालन प्रभाग, मुंबई, 15 वें तल, वर्ल्ड ट्रेड सेंटर -1, कफ परेड, कोलाबा, मुंबई -400005

फोन: 022-22171376/ 350/ 372/ 301/ 305/345/ 344/ 373 ईमेल : [mssea@bhel.in](mailto:mssea@bhel.in), [msair@bhel.in](mailto:msair@bhel.in)

संदर्भ संख्या. RE/MUM/IMP/AC/IA-2509

दिनांक Date : 02.07.2025

प्रति To,

एम M/s \_\_\_\_\_

प्रिय मोहदय / महोदय,

Dear Sir/Madam,

विषय: विभिन्न देशों से मुंबई हवाई अड्डे के लिए आयात हवाई माल भाड़ा वार्षिक दर अनुबंध के लिए निविदा।

**Sub: Tender for Import Air freight annual rate contract from various Countries to Mumbai Airport.**

बीएचईएल, भारत सरकार का उपक्रम है जो भारतीय अर्थव्यवस्था के मुख्य क्षेत्रों जैसे बिजली, उद्योग, बुनियादी ढांचे आदि को पूरा करती है। आपको उपरोक्त निविदा में भाग लेने के लिए आमंत्रित करती है।

BHEL, a Govt. of India Undertaking Company catering to the core sectors of the Indian economy viz. Power, Industry, infrastructure etc. invites you to participate in the above tender

ईप्रोक्योरमेंट सिस्टम के माध्यम से ऑनलाइन निविदा आयोजित- , मूल्यांकन और अंतिम रूप दिया जाएगा। बोलीदाता अपनी प्रतिक्रिया ई प्रोक्योरमेंट प्लेटफॉर्म- <https://gem.gov.in> पर निविदा में जमा करके अपनी प्रतिक्रिया प्रस्तुत करें।

The 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 at <https://gem.gov.in>.

ईनिविदा प्रणाली के संबंध में सहायता के लिए- , बोलीदाता निम्नलिखित से संपर्क कर सकते हैं:

**For support regarding e-tendering system, bidders may contact following:**

GeM support team/ Tele No: 1800-419-3436 Email ID : [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in)

[ईएमडी - : ₹2,00,000/- रुपये की ईएमडी एनईएफटी/आरटीजीएस के माध्यम से जमा की जानी है। निधि को भेल बैंक खाते में स्थानांतरित किया जा सकता है जिसका विवरण है : नाम : भारत हेवी इलेक्ट्रिकल्स लिमिटेड, बैंक और शाखा : भारतीय स्टेट बैंक, कफ परेड शाखा, खाता संख्या 10783155482 : , IFSC कोड : SBIN0005345। जीईएम बोली दस्तावेज के अनुसार ईएमडी जमा किया जाना 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। बोलीदाता पंजीकरण प्रक्रिया पोर्टल में उपलब्ध कराई गई है।

The EMD of ₹ 2,00,000/- to be submitted as per Clause 8 of General Contract Conditions of the tender.

**Company 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 as per GeM bid document. 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.

Bidder registration procedures are provided in the portal.

[https://gem.gov.in/training/training\\_module](https://gem.gov.in/training/training_module)

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।

**Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.**

बी एच ई एल कार्यालय में निविदा दस्तावेजों की कोई हार्ड कॉपी स्वीकार नहीं की जाएगी।

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

## Section -1 General Information

BHEL imports air cargo from various countries to Mumbai Airport. To achieve the same, tender on GeM Portal at <https://gem.gov.in> is invited from Air Freight Forwarders for the air freight forwarding activities for a period of **1 year**. (Extendable up to **further 1-year** subject to mutual consent).

<b>Name and Contact Details of the Person for Queries in the Tender</b>	1]Mrs. Asa M Angelina Khalkho, Manager Ph:022-22171376,Mo:9997092528, <a href="mailto:asamanin@bhel.in">asamanin@bhel.in</a> 2] Mr. Sanjeev Shikhare, AGM (MS) Ph: 022-22171301, <a href="mailto:rodsds@bhel.in">rodsds@bhel.in</a>
<b>EMD Amount</b>	<b>₹2,00,000/-</b>
<b>Time Limit for EMD Submission</b>	As per GeM Bid
<b>Last Date of Submission of the Tender through e-Procurement system</b>	As per GeM Bid
<b>Tender Opening Date</b>	As per GeM Bid
<b>Estimated work order value incl GST as per rates declared in tender</b>	<b>INR 249.55 Lacs</b>
<b>No. of import countries</b>	23 countries
<b>Delivery incoterms applicable</b>	FCA Airport and Ex-works
<b>Dangerous cargo Applicable</b>	YES
<b>Non- stackable cargo Applicable</b>	YES
<b>Defence/Radioactive cargo Applicable</b>	No
<b>Period of contract</b>	1 year extendable to another 1 year.( refer tender clause)

### SCOPE OF WORK

BHEL an Authorized economic operator (AEO) intends to appoint Contractor for Airfreighting of various cargoes for period of one year. Contractor shall have to arrange for the follow-up, collection, forwarding and air freighting of the cargo for imports to Mumbai. The Contractor and their agents in foreign countries should be registered with IATA.

Contractor will accept booking for each shipment through BHEL ROD office. **In no case, contractor's foreign agent shall accept goods or place booking directly on the basis of BHEL's Supplier intimation/communication without the knowledge of Contractor/ BHEL manufacturing units and BHEL ROD Mumbai. No charges of storage etc. shall be payable by BHEL in case cargo is accepted directly from supplier without any intimation to BHEL.**

### SCOPE OF WORK:

1. BHEL will provide Air Freight Request as per Annexure-2 to the contractor along with the details of packages/cargo and supplier contacts.
2. Contractor shall get a copy of relevant Purchase Order from company. The Contractor or his overseas agent shall be responsible to contact the Foreign Suppliers/shipper on whom the purchase order/s has been placed and receive the cargo, invoice/s and packing list/s from supplier as per the PO incoterms. **Contractor has to contact the supplier immediately on receipt of Air Freight Request. However, in exceptional case of any discrepancy/issue, the same has to be brought to the notice of company at the earliest.** Proper receipt should be issued to supplier and copy of the receipt should be provided along with the Pre-Alert.

3. Contractor/his agent has to ensure that the cargo being handed over by the supplier/shipper is properly packed and marked, worthy of air freighting in line with the IATA requirements. Ensure that the Supplier has given packages duly Shrink wrapped multi layered to bear the rain/water/snow/moisture etc.
4. Contractor must ensure that each package are properly marked and Labelled, by supplier/shipper with details like, Shipper name and address, Consignee Name and Address, Origin, Destination, Invoice Number, Package Number, MAWB and HAWB Number, PO number etc. These details can be ascertained on WhatsApp.
5. Contractor must ensure that Number of Packages on documents must tally with Number of Physical Packages handed over, Clubbing of Packages from different suppliers/ units should be avoided as the same creates issues with Customs and Custodians at destination.
6. **Photos of cargo** with date before loading should be taken and provided to us on email/whatsapp etc.
7. If the cargo of different POs is made available at same time at same place of **same** Supplier, the same should be clubbed under single HAWB. If contractor fails to do so, any additional cost/ loss to BHEL due to non-clubbing of cargo in same AWB may be recovered from Freight bills. However, the final decision whether or not to club the cargo rests with supplier/company manufacturing unit. Maximum 10 POs shall be allowed to club. Contractor confirm from BHEL before clubbing to avoid loss of duty benefit at destination port customs.
8. No storage charges will be paid by the company at origin under any circumstances.
9. Contractor to ensure the following before airlifting the cargo:
  - All the activities to be carried by shipper as per Inco-terms mentioned in the company's PO on supplier.
  - Supplier's final commercial Invoice/s is in line with the PO. There is no discrepancy in item value's, rates, description etc.
  - Packing list has details of weight, type, dimensions, UOM, No. of packages. There should be no discrepancy in AWB w.r.t details of packing list.
  - Warehouse receipt, if issued and given with pre-Alert should co-relate with the pre-Alert either by supplier PO no or invoice no. If there are multiple invoices all invoice should be mentioned in warehouse receipt.
10. **Contractor shall ensure that PO no, consignee IEC no., consignee PAN no, Consignee GST no. and Supplier Invoice nos. appears in the AWB to enable us faster clearance at discharge port. Dimensions and weight of each package should be mentioned on AWB.**
11. To keep respective coordinating BHEL office (Refer Annexure-3) posted with all information regarding the readiness of the cargo at Exworks, Likely date of delivery of cargo at airport in case of FCA Airport, expected date of flight, Pre-Alerts and other relevant matters.
12. After receiving the cargo from the shipper, contractor /their overseas agents will arrange air freighting to the Mumbai Airport by the earliest available flight, preparing separate House Airway Bills in respect of each consignment.
13. The contractor to ensure that their overseas agents should prepare House Airway Bill, after collecting of **documents** viz. PO Copy, Invoice copy, packing lists etc. from suppliers and arrange to execute all activities for dispatch as per the company PO incoterms.
14. Contractor shall send the PRE-ALERT, without fail, giving details like PO No., MAWB No., House Airway Bill & Port of Loading, No. of Pkgs., weight, freight (including freight and CC charges) and flight details immediately after receipt of the cargo at the load port, at least **72 hrs.** before the arrival of the flight in Mumbai. All the charges towards all such services shall be borne by the Contractor. In case of delay/change/prepone in flight, the same shall be informed immediately with updated flight details, revised documents (if applicable) and expected arrival date. *If flight arrival is on Saturday/Sunday then PRE-ALERT should be send to company/CHA on Thursday of previous week of flight arrival.*
15. **Pre-Alert documents:** The Contractor should send scanned documents by email i.e. AWB, Invoice/s, Packing List, country of origin along with freight certificate to concerned BHEL ROD/ BHEL Airport office/units as the case may be, immediately on booking the cargo at Load port. The Pre-alert should be received **before 72 hrs** of arrival of flight.

16. Contractor shall ensure that declaration of Freight in freight certificate is as per contract. Any cost implication (duty, demurrage, penalty, etc) due to incorrect Freight declaration shall be recovered from contractor, if incurred.
17. Contractor shall ensure correct and timely filing of IGM for HAWB. In case of IGM notified to us is not acceptable in customs system (due to wrong filing of IGM of HAWB) while uploading the Bill of Entry, the Contractor should immediately take up with the Airlines and arrange to amend the IGM on priority. Any demurrage/ Warehouse charges/ Penalties incurred due to wrong filing of IGM shall be recovered from contractor, if incurred.
18. A Soft copy of full set of documents for BHEL Airport Office within **12 hours** of flight arrival to be shared to email address: [msair@bhel.in](mailto:msair@bhel.in), respective manufacturing coordination official as per Annexure-3 & to CHA.
19. **Original set** will be the Banker's set and that has to be handed over to supplier for LC negotiation or otherwise.
20. **Airlines to be used for shipments:** Contractor is free to bring the cargo through any Airlines of their choice subject to the penalties and terms and conditions of the contract and subject prevailing law, rules and regulation or origin, transit and destination countries. However, in case, BHEL has preference and specified any particular Airlines for movement of cargo, Contractor to ensure the same without any additional financial implication on BHEL and at the same time ensuring the safety and security of the cargo. **Any additional charges due to Air lines chosen by contractor shall be borne by Contractor.**
21. Contractor should ensure continuous availability of official/ his representative in Air cargo complex Sahar to resolve various shipment related issues like Cross labelling of packages, tracing of missing packages, repackaging of damaged package, Direct delivery of heavy shipment from runway, Issuing online DO charges and Airline payments, Amendment of IGM, Amendment of weight, Amendment of number of packages, Segregation of packages from Airlines to MIAL authority, Amendment of Master AWB etc.
22. **Period of Contract:** The period of contract will be one year from date of contract with the provision of further extension up to 1 year by mutual agreement between BHEL and the contractor. In the event of contract is not extended, then the contractor will continue to work with the existing terms, rates and conditions for **3 months** if BHEL desires so.
23. The Contractor shall immediately intimate any change in the address of the Office and its agents during the period of Contract.
24. No cargo will be accepted in case supplier is not able to provide dimension and weights of packages.
25. **Chargeable weight calculation:** For the purpose of calculating the airfreight, the following shall apply: -
  - (i) 6000 cubic centimeters shall be deemed to equal one-kilogram ( $L (cm) \times W (cm) \times H(cm) / 6000 = \text{Volume weight in Kgs.}$ )
  - (ii) Freight rates shall be applied on **Chargeable weight i.e** the actual weight (Gross weight) or the Volume weight whichever is greater.
  - (iii) Fraction of kilogram or unit shall be rounded to the next higher half-kilogram or unit.
26. **Determination of Weight Slab:**
  - 26.1. Freight is payable on the basis of chargeable weight (Gross weight or Volume weight whichever is higher) as per the dimensions in the Packing list/ Invoice/s.
  - 26.2. Following example show slab calculation:
 

**Shipment 1:**  
 Gross weight = 750kgs, Measurement of cargo = 102cm x 98cm x 106cm = 1 box and 80cm x 65cm x 103cm = 3 boxes  
 Total volume = 1059576 + (535600X3) = 2666376 cubic centimeters, Total volume weight = 2666376 / 6000 = 444.396kgs  
 Here in shipment No: 1, the gross weight is 750kgs and volume weight is 444.396kgs. Hence, Chargeable weight is 750 kgs which is also gross weight, 750kgs (which is greater) so the cargo will fall in **slab 5**

**Shipment 2:**  
 Gross weight = 850kgs, Measurement of cargo = 120cm x 160cm x 115cm = 2 boxes & 75cm x 130cm x 125cm = 2 boxes  
 Total volume = 4416000 + 2437500 = 6853500 cubic centimeters, Total volume weight = 6853500 / 6000 = 1142.25kgs  
 Here in shipment No:2, the gross weight is 850 kgs and volume weight is 1142.25kgs. Hence, airfreight is charged on the basis of volume weight, 1142.25kgs. Here, the chargeable weight is 1142.25kgs which fall in **slab 6**

**Shipment 3:**  
 Gross weight: 950 kgs. Measurement of cargo= 1 mtr.x1.05 mtr.x0.85 mtr.= 2 boxes, 0.7 mtr.x1.50 mtr.x0.60 mtr.= 3 boxes

Total volume = (0.8925 X 2) + (0.63 X 3) i.e 1.785 + 1.89 = 3.675 cubic meter

Total volume weight = 3.675 / .006 = 612.50 kgs. Here, the chargeable weight is 950 Kgs which fall in **slab 5**

27. **Shipment of Dangerous (DGR) Cargo:** Rates of Dangerous Cargo rate shall be considered **1.8 times** of contracted rate against each location. However, this will subject to acceptance of airlines. The non-acceptance by airline should be intimated to BHEL within 5 days of request of airfreighting to enable us to float open inquiry. **DG goods will always be considered non-stackable.**
28. **Shipment of Radioactive Cargo:** not included in this contract.
29. **Shipment of Defense Cargo:** not included in this contract.
30. **Shipment of ODC Cargo:** not included in this contract. Any single dimension of a package that is beyond size **318 cm(L) x 225cm(w) x 160cm(H)** will be treated as ODC.
31. **Shipment by courier:** not included in this contract.
32. **Shipment of Non-Stackable Cargo: Rates of Non-stackable cargo, rate shall be considered 1.2 times of contracted rate.** The stackability condition will be as mentioned on Air Freight Request document (Annexure-2). However, if there is discrepancy between Air Freight Request document and supplier declaration, Supplier's declaration will be considered final. However, if shipment is made without notice to company, the stackability declared in Air Freight Request document will be taken as final and payment will be made accordingly. DG goods will always be considered non-stackable.
- 32.1. **Payment and billing:**
- 32.1.1. Payment of Airfreight and other charges shall be paid strictly as per incoterms mention in the BHEL Purchase order.
- 32.1.2. **Total cost per shipment that will be paid by BHEL to contractor and its transit time:**

Sn.	BHEL PO incoterm	Types of Cost payable to contractor by BHEL as per this tender for General cargo	Total Transit Time
1	2	3	4
A	FCA Airport	1] <b>Origin</b> Charges as per <b>column B</b> of Schedule B +2] Air freight as per the weight slab as per minimum or <b>applicable slab</b> of Schedule A +3] Destination charges ( <b>D</b> ) of Schedule B	<b>10 days</b>
B	Ex-works	1] Origin Charges as per <b>column A</b> of Schedule B +2] Air freight as per the weight slab as per minimum or <b>applicable slab</b> of Schedule A +3] Destination charges ( <b>D</b> ) of Schedule B	<b>15 days</b>

**Note:**

1] GST shall be paid extra by company.

2] Charges will be paid on rate per kg or minimum charges basis, whichever is higher.

3] **No other charges shall be payable other than those mentioned above.**

4] Contractor to ensure that billing is made as per above and as per the price finalized after bidding in the price schedules.

5] In case the PO incoterm is FOB Origin Airport then only Air freight and destination charges will be payable to contractor with transit time of 7 days.

6] If Gross weight in any single AWB is more than 3MT OR DGR shipment, additional 5 days transit time will be given.

32.1.3. Following example show payment calculation:

**Shipment 1:** FCA Frankfurt Airport

Chargeable Weight = 750 Kg

**1. Freight charges as per Schedule A (F):**

Cargo will fall in Slab 5, Minimum charges = EU 79.33, Slab 5 rate= EU 1.16 per Kg, Charges as per Slab 5 = EU 870

As Slab rate is higher than minimum rate, applicable freight charges will be EU 870,

**2. Origin FCA charges as per column B of Schedule B**

Minimum Charges = EU 68, Rate per Kg =0.43 per Kg = EU 322.5, As rate per kg is higher than minimum rate, applicable origin charges will be EU 322.5

**3. Destination Charges (D) of Schedule B**

Minimum= ₹4500 or ₹2/Kg whichever is higher, Destination charges = ₹4500, Total charges (1+2+3)=EU1192.5 + INR 4500

**Shipment 2:** EXW Frankfurt

Chargeable Weight = 750 Kg

**1. Freight charges as per Schedule A (F):**

Cargo will fall in Slab 5, Minimum charges = EU 79.33, Slab 5 rate= EU 1.16 per Kg, Charges as per Slab 5 = EU 870. As Slab rate is higher than minimum rate, applicable freight charges will be EU 870

**2. Origin EXW charges as per column A of Schedule B**

Minimum Charges = EU 108, Rate per Kg = 0.67 per Kg = EU 502.5, As rate per kg is higher than minimum rate, applicable origin charges will be EU 502.5

### 3. Destination Charges (D) of Schedule B

Minimum ₹ 4500 or ₹ 2/Kg whichever is higher, Destination charges= ₹ 4500, Total charges (1+ 2+3) = EU 1372.5 + INR 4500

33. **Cargo airlifted after the contract expiry:** In case, Contractor or their foreign agents accept and airlift the cargo of BHEL from the contracted Airports, after the expiry or early termination of the contract, the payment shall be made subject to terms and conditions of this agreement up to a period of **3 months** from the date of expiry or early termination of the contract. BHEL reserves the right to review the case for payments as deemed fit after the period of **3 months**.
34. **Details of Overseas Agents of contractor:** To enable Contractor and their overseas agents to render the services under this contract, company shall provide supplier contact details in the PO placed to facilitate the co-ordination between the overseas agent and the supplier. Contractor shall give details of address of their overseas Agents with contact person details, email for each Airport and receive the cargo at Airport as per FCA Airport incoterm or for pick up on Ex works basis.
35. **Change of Overseas Agent:** In the event of contractor changing their foreign/overseas agent, the contractor should give complete details to BHEL immediately after the change.
36. **Loss of Cargo:** In case of loss of cargo, Contractor shall immediately take all appropriate measures viz. intimation of loss to BHEL/Underwriter, arrange for short landing certificate/non-delivery certificate, file FIR on behalf of company at the Port of Origin/destination (as applicable), furnishing relevant documents etc. for enabling BHEL to lodge insurance claims with the underwriters. **In case the contractor fails to perform as above due to which company is not able to lodge claim with the underwriter within the prescribed time frame or fails to furnish all the documents as required by the underwriters, they will be held fully responsible for the loss and BHEL reserves the right to make good such losses from the contractor.**
37. Any Discrepant handover like incorrect Documentation or Dispute should be avoided with shipper, as the same will cause storage at Origin for which the contractor has to settle with the shipper. Company in any case will not accept any storage/additional charges.
38. When instructed contractor shall have to feed the data / upload documents in the online Import Clearance System of company at various stages of clearance of import of air cargo for which the contractor will be provided login and password. They will at the same time track their bills in the system verified / passed for payments.
39. 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.
40. 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.
41. The contractor while executing work should consider the shortest, most economical and reliable logistics to be adopted for movement of cargo.

**SIGNATURE AND SEAL OF TENDERER**



## SECTION II

### INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before submitting their offers online on GeM Portal <https://gem.gov.in>
2. The bidder while submitting the offer should consider **the shortest, most economical and reliable** logistics to be adopted for movement of cargo.
3. **The price offer is to be submitted online on GeM Portal at the web address mentioned above.**
4. The offers shall be kept valid for a period of **60 days** from the due date of the tender and extension thereof.
5. 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.
6. 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. No modifications to the work contained in the items will be allowed. Offers other than in prescribed formats will not be accepted under any circumstances.
8. No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be submitted along with offer. Any such clarification/modification if submitted will be totally ignored and such bids will be rejected.
9. The acceptance of tender shall be intimated to the successful bidder through GeM contract. The contractor shall be required to submit performance security required for execution of the contract as per General Contract Conditions.
10. BHEL reserves the right to reject any bid/all bids without assigning any reason whatsoever at any stage of the tender process.
11. All prices to be quoted are in respective foreign currencies except for destination charges which is INR.
12. *Company intends to appoint maximum **Two Freight Forwarders** for operation exigency as per Section –III Special Conditions.*
13. The offers shall include:-
  - 1) **EMD**: The EMD of ₹ 200000/- to be submitted through NEFT/RTGS. The fund may be transferred to the following account.  
 NAME: Bharat Heavy Electricals Limited  
 Bank & Branch: State Bank of India, Cuffe Parade Branch  
 Account No : 10783155482, IFSC Code: SBIN0005345

The EMD should be submitted latest by due date and time of tender submission. The offers without EMD will not be considered for evaluation in the E-Tendering system

#### 14. Evaluation Criteria:

- A. Offers of Parties meeting techno commercial requirements will only be considered for Price bid opening.
- B. *Offers shall be evaluated based on lump sum quoted price inclusive of GST by bidder for entire scope of work.*
- C. *Offered lump sum price (excluding destination charges) will be compared with BHEL total estimate (excluding destination charges) in terms of percentage. This percentage shall be uniformly applied to Company published Scheduled rate (**Schedule A and B**) to arrive at individual slab rate (except Destination Charges). Destination charges has been kept fixed.*
- D. *The tender will be finalized through reverse auction. GeM reverse auction guidelines will be followed.*
- E. *Company intends to appoint maximum Two Freight Forwarders for operation exigency as per Section –III Special Conditions.*
- F. *Government guideline / circulars on provision for ordering on MSE vendors will be applicable.*

- G.** *The estimated Cash Flow for the load provided in the tender is as per Section 1, including GST.*
- H.** *Above work load distribution is only a projection based on past data and not guaranteed. There shall be no legal binding on Company and contractor must not claim any compensation in case of shortfall. There is no guarantee of minimum load.*

**15. Price to be quoted in Lumpsum in GeM Portal (Total cost to BHEL as per Price BID Section VI)**



The screenshot shows a 'Price Breakup' window with a close button (X) in the top right corner. The title bar reads 'Price Breakup'. Below the title bar, the text 'International Logistics Service - Lumpsum based' is displayed. Underneath, there is a section labeled 'DISPLAY FORMULA:' followed by the formula '(Lumpsum Cost for Shipment defined by Buyer\*1)'.

**11.0 Instruction for MSE Suppliers (Micro and Small Enterprises): Refer GeM portal**  
 Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2007

**SIGNATURE AND SEAL OF TENDERER**



### SECTION –III SPECIAL CONDITIONS

**1.0** The contractor shall coordinate with foreign supplier and receive the cargo. Upon receipt of cargo the contractor shall send PRE-ALERT indicating the company manufacturing unit Purchase Order No, HAWB No. & MAWB No., Port of Loading, No of pkgs., weight and flight details immediately after receipt of the cargo at the port of origin.

**2.0** The House Airway Bills shall be prepared as per contracted freight rates of this tender and indicate the details as required by IATA Rules and Regulations viz. Departure Airport, Suppliers' name and address, Purchase Order No. and date, Import License No. and date, Case Markings, Commodity descriptions, actual measurements and weights, freight payment terms stipulated in Purchase order etc. The AWB must be forwarded for checking and approval by BHEL manufacturing units/its supplier.

**3.0 TRANSIT TIME:**

**3.1** Total Transit time permitted as per the below schedule. Total transit time will be calculated per AWB.

Sn.	BHEL PO incoterm	Total Transit Time
1	2	4
A	FCA Airport	10 days
B	Ex-works	15 days

**3.2 Start of Transit time:**

**3.3** Transit time will start from the **date of Air Freight request. Contractor has to contact the supplier immediately on receipt of Air Freight Request.** If there is any delay for **exceptional reasons** not attributable to contractor (LC amendment etc), the same shall be considered for calculation of transit time. However, such reasons have to be brought to the notice of company at the earliest. Company shall be the sole authority to decide on such cases.

**3.4 End of Transit time** will be the date of final IGM (inward date) in B/E at Mumbai Airport. **Example:** If airfreight request is provided to the contractor on the 5<sup>th</sup> of the month and reaches Mumbai airport with IGM Inward on the 15<sup>th</sup> of the same month then no. of transit days is equal to 15-5 = 10 days.

**3.5 Transit Penalty:** 1% of total airfreight charges **per AWB** shall be deducted for every day of delay in transit up to a **maximum of 10% total airfreight charges per AWB.**

**3.6 Penalty for part shipment:** In case the contractor ships the cargo in more than one lot (in different flights) then the warehouse charges, customs penalty etc. at discharge port incurred till the arrival of last package in the same AWB shall be recovered from the contractor.

**3.7 Penalty for not handing over the documents for clearance:** Contractor shall hand over all the documents i.e. CAN and any other related document to BHEL Office/BHEL Airport Office 12 hours prior to the arrival of the aircraft (24 hours prior in case of flight is arriving on Saturday Sundays and holidays). **Online DO (of both Airline and forwarder) to be issued immediately on flight arrival, after segregation of cargo by airline. IGM to be filed prior to arrival of the flight.** Contractor should immediately make DO payment to airline.

If Contractor fails to deliver the documents as above, the penalty/interest/demurrage/additional warehouse charges incurred by BHEL on account of such delay shall be recovered from the Contractor

- 3.8 Penalty for late Pre-alert:** Pre-alert shall be given by the contractor 72 hrs before the arrival of flight at Mumbai airport. Airport demurrage/warehouse charges/custom penalty/Interest on custom duty incurred due to delay in Pre-alert shall be recovered from the contractor.
- 3.9 Penalty for insufficient/Incorrect documents:** If the contractor delays to submit the required documents as intimated by unit/Port ROD (necessary for clearance of goods) then the amount of demurrage/ warehouse charges/custom penalty/Interest on custom duty /Bill of entry amendment charges/IGM amendment charges incurred due to such delay shall be recovered from the contractor.
- 4.0** In case of any contingency/unforeseen reasons like closure of Airport, movement of live stocks/lifesaving drugs/perishable goods, relief measures, war/flood/ drought victims etc. which leads to delay in bringing the cargo from the port of origin, relaxation in transit period could be considered with proper documentation. Grant of extension of time is the sole discretion of BHEL. A copy of such communication regarding extension of time granted by BHEL shall be produced along with the Bill.
- 5.0 Change in business/load pattern:** The actual load pattern may differ to any extent at execution stage. Please note that total weight, total no of shipments, country wise composition of freight volume may vary to any extent as compared that shown in **Annexure 6**. Also note that payments will be based on for actual work executed by contractor based on the payment method shown in note of price bid and scope of work. **Company does not guarantee the volume of work/load or the load pattern.** In case of drop in volumes/load or insufficient work, contractor will not be entitled for any compensation from BHEL on this account. The **load pattern / volume of work** is indicated in **Annexure-6**.
- 6.0** The Contractor shall send the **PRE-ALERT, at least 72 hrs. prior the arrival without fail**, indicating the Purchase Order No., MAWB No., House Airway Bill & Port of Loading, No. of Pkgs., weight, freight (including freight and CC charges along with **exchange rate** with date) and flight details immediately after receipt of the cargo at the port of origin. For all such services, all charges shall be borne by the contractor. Any charge (demurrage, fine for late filing of BoE etc.) incurred due to delay in receiving pre-alert shall be deducted from freight bills.
- 7.0** The contractor shall on receipt of cargo at destination shall promptly notify the designated officer of BHEL, Mumbai about the arrival of cargo at the destination and handover all related documents (HAWB, Cargo Arrival Notice, Manifest copy, suppliers invoice/s, packing list etc.) to BHEL Mumbai or their clearing agents for effecting speedy customs clearance of the of cargo at Mumbai Airport. In case of any change (postpone / prepone) in flight schedule, the same shall be informed immediately with updated flight details, revised documents (if applicable) and expected arrival date. **If Contractor fails to deliver the documents as above, the penalty/interest/demurrage/additional warehouse charges incurred by BHEL on account of such delay shall be recovered from the Contractor.**
- 8.0** The contractor shall hand over the delivery order (DO) to BHEL Mumbai within 24 hours after arrival of aircraft (on previous working day in case of flight arrival on Saturday, Sundays or holidays). If the Contractor fails to deliver the same then demurrage charges for the delayed period shall be recovered from the contractor.
- 9.0** Billing by contractor should be done as per the work order rates, payment terms and conditions. In case of excess freight declaration apart from agreed contract rate, **differential customs duty shall also be recovered from the contractor.** However, if the contractor is able to

get the customs refund finalized in that case the amount withheld shall be reimbursed to the contractor (corresponding follow up of case with customs will be contractors' responsibility).

- 10.0** The bidder will be required to provide the names and address of their offices or names and address of the offices of associates at the origin and in Mumbai.

**11.0 PRICES & PAYMENT TERMS:**

- a. 100% payment of the charges will be made in INR by BHEL by NEFT / RTGS against the bill submitted with all documents as per payment terms.
- b. If required, reimbursement of charges paid by the forwarder like import terminal charges, storage, repairs of package etc. will be made against submission of proper and correct GST invoices and bills along with applicable tariff, within 45 days of receipt of such bills. Invoices if issued in the name of company will have to be submitted in original with correct consignee GST nos. (Refer Annexure-3) for claiming the reimbursement. The payments shall be strictly made as per tariff wherever available.
- c. **2 copies of Contractors bills are to be submitted in the name of consignee appearing in AWB/supplier Invoice for that shipment (digitally signed invoice with IRN/ QR code as per norms to also be submitted)** GST nos. of each BHEL unit are given in Annexure-3.
- d. 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.
- e. All the bills should be submitted in original copy. In addition, one scan copy of bill sets is also to be shared by email. Freight Invoice **should mention WO no, PO No. and AWB No.**
- f. The documents to be submitted along with bills are as follows:
  - (i) Cargo arrival notice (having flight Number, arrival date & time)
  - (ii) ICEGATE IGM print/copy.
  - (iii) Signed copy of eHAWB/HAWB. HAWB should mention BHEL Unit PO No. and dimensions and should be endorsed by contractor
  - (iv) Copy of Suppliers invoice and packing list,
  - (v) Master airway bill / cargo manifest (as and when required).
  - (vi) Proof of material handover date/pickup in country of load port, copy of export S/B showing out of charge date.
  - (vii) Following documents shall be valid Proof of cargo handover date in country of origin for below INCO terms:
    - 1.FCA - Email of load port agent regarding deliver date of cargo at airport terminal warehouse with cargo out of charge date or export clearance date or S/B out of charge date.
    - 2.Ex Works - Email of load port agent of contractor regarding pick up date of cargo with copy to supplier or warehouse receipt acknowledging pick date or any other document mentioned pick up date duly stamped and signed.
    - 3.Besides above-mentioned proofs, any other documents may also be provided with consent of BHEL.
  - (viii) PO copy of supplier.
  - (ix) Statement of Facts endorsed by contractor as per Annexure 5-B
  - (x) If several bills are submitted in lot, then lot will be submitted with covering letter (summary of bills) in triplicate having summary data of enclosed bills in format as attached in **Annexure-**

**5-A.** Along with bills, contractor is also required to submit data pertaining to bills in excel format also in line with Annexure-5-C. Format shall be communicated after award of work.

- (xi) The payment of the bills will be made within 45 working days after the receipt of clear and complete Bills in all respects as per the terms of the contract. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.
- (xii) If **any new tax** in India is introduced by Central/ State Govt, etc, and becomes directly applicable on items specified in the price bid, full reimbursements shall be made provided it is applicable on items specified in the price bid.

**12.0 Service in post contract period:** 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 months** or till alternate arrangements are made, whichever is earlier.

**13.0 Company intends to appoint maximum Two Freight Forwarders for operation exigency**

- First L1 shall be assigned work of approx. 60% of total work load.
- 2nd party who accepts L1 rates shall be assigned work of approx. 40% of total work load.
- The order will be placed on L1 rates only. L2 to accept L1 rates. The work distribution will be subject to L2 acceptance of L1 rates. In case L2 does not accept L1 rates, the price matching option shall be extended to other qualified party next in rank till another party accepts L1 price matching. If no other party accepts L1 price matching, then 100% of the work load shall be assigned to L1.

Eg:

- i) Either or both L1 and L2 are MSE (L2 accepts L1 rates), L1 will be assigned approx. 60% of work load and L2 will be assigned approx. 40 % of work load at L1 rates.
- ii) L1 is MSE, L2 is Non-MSE and does not accept L1 price matching, then the option of price matching will be extended to other party next in rank till a party accepts L1 price.
- iii) L1 is either non MSE or MSE and no other party accepts L1 rates, then 100% of the work load shall be assigned to L1.
- In case L1 party is non-MSE, L2 party is non-MSE, and any MSE party falls within the range of L1+15%, then L1 price matching option will be extended to lowest MSE. On acceptance of L1 prices by MSE party, approx. 40% of total work load shall be assigned to the MSE party. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. This process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, then the order shall be placed on L1 and L2 on L1 rates (subject to L2 acceptance of L1 rates).

Eg:

- i) L1 is non-MSE, L2 is non-MSE, and L3 is MSE and within L1+15% range, then L1 price matching option will be extended to lowest MSE (L3). On acceptance, L1 will be assigned approx. 60% of work load and L3 will be assigned approx. 40 % of work load at L1 rates.
- ii) L1 is non-MSE, L2 is non-MSE, and L3 is MSE and within L1+15% range, then L1 price matching option will be extended to lowest MSE (L3). If L3 doesn't accept L1 price, then the price shall be offered to next MSE within L1+15% range till the MSEs in the L1+15% range are exhausted. On MSE acceptance of L1 rates, L1 will be assigned 60% of work load and MSE will be assigned approx. 40 % of work load at L1 rates. If no MSE within L1+ 15% range accepts L1 price, the work will be assigned to L1 (approx. 60% of work load) and L2 (approx. 40% of work load) subject to acceptance of L1 rates. Else, 100% of work load shall be assigned to L1.
- Above work load distribution is only an approximation and not guaranteed.
- BHEL reserves the right to assign upto 100% of work load to any one of the contractor in case of non-performance/ non-acceptance of the other contractor.

**14.0 Responsibility of seller buyer as per FCA Named Place (Airport) (Incoterm 2020)**

**14.1 A THE SELLER'S OBLIGATIONS**

- 14.1.1** A1 General Obligations: The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract with the company. Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.
- 14.1.2** A2 Delivery: The seller must deliver the goods to the carrier or another person nominated by the buyer at Airport terminal. The seller must deliver the goods 1] on the agreed date or 2] at the time within the agreed period notified by the buyer under B10(b) or, 3] if no such time is notified, then at the end of the agreed period. Delivery is completed when the goods are placed at the disposal of the carrier.
- 14.1.3** A3 Transfer of risks: The seller bears all risks of loss of or damage to the goods until they have been delivered to Airport in accordance with A2, with the exception of loss or damage in the circumstances described in B3.
- 14.1.4** A4 Carriage: The seller has no obligation to the buyer to make a contract of carriage. However, the seller must provide the buyer, at the buyer's request, risk and cost, with any information in the possession of the seller, including transport-related security requirements that the buyer needs for arranging carriage. The seller must comply with any transport-related security requirements up to delivery.
- 14.1.5** A5 Insurance: The seller has no obligation to the buyer to make a contract of insurance. However, the seller must provide the buyer, at the buyer's request, risk and cost, with information in the possession of the seller that the buyer needs for obtaining insurance.
- 14.1.6** A6 Delivery/transport document: The seller must provide the buyer at the seller's cost with the usual proof that the goods have been delivered in accordance with A2. The seller must provide assistance to the buyer, at the buyer's request, risk and cost, in obtaining a transport document. Where the buyer has instructed the carrier to issue to the seller a transport document under B6, the seller must provide any such document to the buyer.
- 14.1.7** A7 Export/import clearance: It is the seller's obligation to do Export Clearance Where applicable, the seller must carry out and pay for all export clearance formalities required by the country of export, such as: 1] export licence, 2] security clearance for export; 3] pre-shipment inspection; and 4] any other official authorisation. Where applicable, the seller must assist the buyer, at the buyer's request, risk and cost, in obtaining any documents and/or information related to all transit/import clearance formalities, including security requirements and pre-shipment inspection, needed by any country of transit or the country of import.
- 14.1.8** A8 Checking/packaging/markings: The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) that are necessary for the purpose of delivering the goods
- 14.1.9** A9 Allocation of costs: The seller must pay: a) all costs relating to the goods until they have been delivered in accordance with A2, other than those payable by the buyer under B9; the costs of providing the usual proof to the buyer under A6 that the goods have been delivered; where applicable, duties, taxes and any other costs related to export clearance under A7(a); and the buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with B7(a).
- 14.1.10** A10 Notices: The seller must give the buyer sufficient notice either that the goods have been delivered in accordance with A2 or that the carrier or another person nominated by the buyer has failed to take the goods within the time agreed.
- 14.2** B THE BUYER'S OBLIGATIONS
- 14.2.1** B1 General Obligations The buyer must pay the price of the goods as provided in the contract of sale. Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.
- 14.2.2** B2 Taking Delivery: The buyer must take delivery of the goods when they have been delivered under A2.

- 14.2.3** B3 Transfer of risks The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2. If: a) the buyer fails to nominate a carrier or another person under A2 or to give notice in accordance with B10; or b) the carrier or person nominated by the buyer under B10(a) fails to take the goods into its charge, then, the buyer bears all risks of loss of or damage to the goods: (i) from the agreed date, or in the absence of an agreed date, (ii) from the time selected by the buyer under B10(b); or, if no such time has been notified, (iii) from the end of any agreed period for delivery, provided that the goods have been clearly identified as the contract goods.
- 14.2.4** B4 Carriage The buyer must contract or arrange at its own cost for the carriage of the goods from the named place of delivery, except when the contract of carriage is made by the seller as provided for in A4. B5 Insurance The buyer has no obligation to the seller to make a contract of insurance.
- 14.2.5** B6 Delivery/transport document The buyer must accept the proof that the goods have been delivered in accordance with A2. If the parties have so agreed, the buyer must instruct the carrier to issue to the seller, at the buyer's cost and risk, a transport document stating that the goods have been loaded (such as a bill of lading with an onboard notation).
- 14.2.6** B7 Export/import clearance a) Assistance with export clearance Where applicable, the buyer must assist the seller at the seller's request, risk and cost in obtaining any documents and/or information related to all export clearance formalities, including security requirements and pre-shipment inspection, needed by the country of export. b) Import clearance Where applicable, the buyer must carry out and pay for all formalities required by any country of transit and the country of import, such as: "import licence and any licence required for transit; "security clearance for import and any transit; "pre-shipment inspection; and "any other official authorization.
- 14.2.7** B8 Checking/packaging/marking The buyer has no obligation to the seller.
- 14.2.8** B9 Allocation of costs The buyer must pay: a) all costs relating to the goods from the time they have been delivered under A2, other than those payable by the seller under A9; b) the seller for all costs and charges related to providing assistance in obtaining documents and information in accordance with A4, A5, A6 and A7(b); c) where applicable, duties, taxes and any other costs related to transit or import clearance under B7(b); and d) any additional costs incurred, either because: (i) the buyer fails to nominate a carrier or another person under B10, or (ii) the carrier or person nominated by the buyer under B10 fails to take the goods into its charge, provided that the goods have been clearly identified as the contract goods.
- 14.2.9** B10 Notices: The buyer must notify the seller of : 1] the name of the carrier or another person nominated within sufficient time as to enable the seller to deliver the goods, 2] the selected time, if any, within the period agreed for delivery when the carrier or person nominated will receive the goods, 3] the mode of transport to be used by the carrier or the person nominated including any transport-related security requirements and 4] the point where the goods will be received within the named place of delivery.
- 14.3** FCA (country name) can be treated as FCA Airport and company manufacturing unit shall ensure that supplier makes delivery at the airport mentioned in schedule A. FCA (named place) will be treated as FCA Airport if the named place mentions or has the airport and Forwarder should ensure that delivery is made by seller at the airport mentioned in schedule A. E.g. FCA Italy means supplier will deliver cargo at airport mentioned in schedule A.
- 15.0** **Responsibility of seller/buyer as per Ex Works (Named Place) (Incoterm 2020)**
- 15.1** Delivery and risk—"Ex Works" means that the seller delivers the goods to the buyer when it places the goods at the disposal of the buyer at a named place (like a factory or warehouse), and that named place may or may not be the seller's premises
- 15.2** For delivery to occur, the seller does not need to load the goods on any collecting vehicle, nor does it need to clear the goods for export, where such clearance is applicable.
- 15.3** Place or precise point of delivery—The parties need only name the *place* of delivery. However, the parties are well advised *also* to specify as clearly as possible the precise *point* within the named place of delivery. A named precise *point* of delivery makes it clear to both parties when the goods are delivered



and when risk transfers to the buyer; such precision also marks the point at which costs are for the buyer's account. If the parties do *not* name the *point* of delivery, then they are taken to have left it to the seller to select the point "that best suits its purpose". This means that the buyer may incur the risk that the seller may choose a point just before the point at which goods are lost or damaged. Best for the buyer therefore to select the precise point within a place where delivery will occur.

- 15.4** Loading risks— Delivery happens—and risk transfers—when the goods are placed, not loaded, at the buyer's disposal. However, risk of loss of or damage to the goods occurring while the loading operation is carried out by the seller, as it may well be, might arguably lie with the buyer, who has not physically participated in the loading. Given this possibility, it would be advisable, where the seller is to load the goods, for the parties to agree in advance who is to bear the risk of any loss of or damage to the goods during loading. This is a common situation simply because the seller is more likely to have the necessary loading equipment at its own premises or because applicable safety or security rules prevent access to the seller's premises by unauthorised personnel. Where the buyer is keen to avoid any risk during loading at the seller's premises, then the buyer ought to consider choosing the FCA rule (under which, if the goods are delivered at the seller's premises, the seller owes the buyer an obligation to load, with the risk of loss of or damage to the goods during that operation remaining with the seller).
- 15.5** Export clearance—With delivery happening when the goods are at the buyer's disposal either at the seller's premises or at another named point typically within the seller's jurisdiction or within the same Customs Union, there is no obligation on the seller to organise export clearance or clearance within third countries through which the goods pass in transit. Indeed, EXW may be suitable for domestic trades, where there is no intention at all to export the goods. The seller's participation in export clearance is limited to providing assistance in obtaining such documents and information as the buyer may require for the purpose of exporting the goods.
- 15.6** The seller obligation
- 15.6.1** A1 General obligations: The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract. Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.
- 15.6.2** A2 Delivery: The seller must deliver the goods by placing them at the disposal of the buyer at the agreed point, if any, at the named place of delivery, not loaded on any collecting vehicle. If no specific point has been agreed within the named place of delivery, and if there are several points available, the seller may select the point that best suits its purpose. The seller must deliver the goods on the agreed date or within the agreed period.
- 15.6.3** A3 Transfer of risks: The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstance described in B3.
- 15.6.4** A4 Carriage: The seller has no obligation to the buyer to make a contract of carriage. However, the seller must provide the buyer, at the buyer's request, risk and cost, with any information in the possession of the seller, including transport-related security requirements, that the buyer needs for arranging carriage.
- 15.6.5** A5 Insurance: The seller has no obligation to the buyer to make a contract of insurance. However, the seller must provide the buyer, at the buyer's request, risk and cost with information in the possession of the seller that the buyer needs for obtaining insurance.
- 15.6.6** A6 Delivery/transport document: The seller has no obligation to the buyer.
- 15.6.7** A7 Export/import clearance: Where applicable, the seller must assist the buyer, at the buyer's request, risk and cost, in obtaining any documents and/or information related to all export/transit/import clearance formalities required by the countries of export/transit/import, such as: 1] export/transit/import licence; 2] security clearance for export/transit/import; 3] pre-shipment inspection; and 4] any other official authorisation.

- 15.6.8** A8 Checking/packaging/marking: The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) that are necessary for the purpose of delivering the goods in accordance with A2. The seller must, at its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged. The seller must package and mark the goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.
- 15.6.9** A9 Allocation of costs: The seller must pay all costs relating to the goods until they have been delivered in accordance with A2, other than those payable by the buyer under B9.
- 15.6.10** A10 Notices: The seller must give the buyer any notice needed to enable the buyer to take delivery of the goods.
- 15.7** The Buyer Obligation
- 15.7.1** B1 General Obligations: The buyer must pay the price of the goods as provided in the contract of sale. Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.
- 15.7.2** B2 Taking Delivery: The buyer must take delivery of the goods when they have been delivered under A2 and notice given under A10.
- 15.7.3** B3 Transfer of risks: The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2. If the buyer fails to give notice in accordance with B10, then the buyer bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery, provided that the goods have been clearly identified as the contract goods.
- 15.7.4** B4 Carriage: It is up to the buyer to contract or arrange at its own cost for the carriage of the goods from the named place of delivery.
- 15.7.5** B5 Insurance: The buyer has no obligation to the seller to make a contract of insurance.
- 15.7.6** B6 Proof of delivery: The buyer must provide the seller with appropriate evidence of having taken delivery.
- 15.7.7** B7 Export/import clearance: Where applicable, it is up to the buyer to carry out and pay for all export/transit/import clearance formalities required by the countries of export/transit/import, such as: ` 1] export/transit/import licence; 2] security clearance for export/transit/import; 3] pre-shipment inspection; and 4] any other official authorization.
- 15.7.8** B8 Checking/packaging/marking: The buyer has no obligation to the seller.
- 15.7.9** B9 Allocation of costs: The buyer must: a) pay all costs relating to the goods from the time they have been delivered under A2; b) reimburse all costs and charges incurred by the seller in providing assistance or information under A4, A5, or A7; c) pay, where applicable, all duties, taxes and other charges, as well as the costs of carrying out customs formalities payable upon export; and d) pay any additional costs incurred by failing either to take delivery of the goods when they have been placed at its disposal or to give appropriate notice in accordance with B10, provided that the goods have been clearly identified as the contract goods.
- 15.7.10** B10 Notices: The buyer must, whenever it is agreed that the buyer is entitled to determine the time within an agreed period and/or the point of taking delivery within the named place, give the seller sufficient notice.
- 16. Following should mentioned in the AWB: 1] IEC of consignee, 2] GSTIN of importing unit, 3] Email address of consignee, 4] Details of all invoice/s, 5] BHEL's PO no./s 6] HS code of goods, 7] BHEL ROD Mumbai email address msair@bhel.in 8] Dimensions and weight with package nos. etc. 9] Importing unit coordinators emailID as per Annexure-3, 10] Consignee PAN no.**
17. Draft AWB should be approved from BHEL manufacturing unit/its supplier within shortest possible time before final AWB is issued.
18. Name of Bank as consignee in AWB should be refrained from and shall require permission of BHEL manufacturing unit. Any warehouse charges and penalty for late DO will be recovered from contractor.
19. LC no. should **not** be mentioned in AWB.
20. There should be no discrepancy in AWB w.r.t details of packing list.

21. There should be no discrepancy in AWB w.r.t details of IGM filed with customs.
- 22 Pre-FCA activities at Origin:** Supplier is free to do pre-FCA activities through any party of his choice. If Pre-FCA activities are done through contractor by the supplier, then any disputes regarding same and related charges are to be amicably resolved between themselves. Under any circumstances, company will not entertain disputes between supplier and contractor. Contractor to ensure that such or other dispute/s, if any are to be amicably resolved before the booking of space. Company will not pay cancellation of booking of Cargo/shipment under any circumstance. Any such disputes will be looked by company seriously and lead to disqualification in subsequent tender as such disputes lead to project and time delays and affect BHELs international image.
- 23** Where the packages are in pallet then no of boxes / packages/drums in each pallet should be clearly mentioned in BL/AWB.

**SIGNATURE AND SEAL OF TENDERER**

**SECTION IV**  
**FORMAT FOR TECHNO- COMMERCIAL BID - PQR**

Sn.	Description	Remarks
<b>I</b>	<b><u>Qualification Criteria</u></b>	
1	Bidder must have an average annual turnover (revenue from operations) of the company of not less than <b>₹74.86 Lakhs</b> for the last three Years (i.e. for year 2021-22, 2022-23 & 2023-24).	Copy of CA certificate with UDIN OR copy of audited financial statement to be submitted
2	Bidders must submit proof of having successfully executed <b>international Air freight</b> contract (any logistics contract inclusive of International Air 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) <b>Three</b> contracts of value not less than <b>₹99.82 Lakh</b> each OR (2) <b>Two</b> contracts of value not less than <b>₹124.77 Lakh</b> each OR (3) <b>One</b> contract of value not less than <b>₹199.64 Lakh</b> NOTE: <i>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.</i>	Copies of contract / 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 <a href="http://www.bhel.com">www.bhel.com</a> . Bidder to submit below self – certification: <i>“We/I declare that our firm has not been Suspended for business dealing by BHEL and we/I do not engage services of any banned firms available on <a href="http://www.bhel.com">www.bhel.com</a> as on date of publication of NIT.”</i>	A self-certification should be submitted by the bidder indicating compliances. Date and tender no. to be mentioned on the certificate
4	The bidder has to submit below self- certification on company letter head. <i>“We/I declare that our firm have not been admitted under insolvency resolution process or liquidation under insolvency and bankruptcy code, 2016, as amended from time to time or under any other law as on date, by NCLT or any adjudicating authority. Authorities as on date of publication of NIT”.</i>	A self-certification should be submitted by the bidder indicating compliances. Date and tender no. to be mentioned on the certificate
5	<i>The Bidder is required to state the following on company letter head: “We/I certify and confirm that we/I are not related party as per the provisions of Companies Act, 2013 with regard to Related Party Transactions as on the publication of the NIT. We/I confirm we/I have gone through the latest list of Directors, Key Managerial Personnel and Joint ventures/subsidiaries that is available in the BHEL web site.”</i>	<b>A self-certification should be submitted by bidder.</b> Date and tender no. to be mentioned on the certificate
6	<i>Bidder has to maintain confidentiality of all documents shared with respect to this tender. The contractor is required to submit below non-disclosure agreement on their letter head signed by authorized signatory. “Subject to the provision of this agreement, all information disclosed by the BHEL to the .....(contractor name), shall be deemed confidential information for the purpose of this agreement. The .....(contractor name) represents and warrants that it shall protect the confidential information received with utmost care and diligence. All the confidential information shall be promptly returned to the disclosing party after the need for it has expired or upon request of the disclosing party, and in any event, upon completion or termination of this agreement.”</i>	The contractor is required to submit below non-disclosure agreement on their letter head signed by authorized signatory.
7	The Bidder must have fully operational office in <b>Mumbai</b> Metropolitan Region (MMR) with minimum 10 nos. of staff handling Operations activities. Bidder to submit following undertaking on company letter head: <i>“We certify and confirm that we are having a fully operational office in MMR for last 7 years (ending last day of month previous to the one in which the tender was</i>	Electricity Bill/ Telephone Bill/ valid Rent agreement or any other document verifying the same. <b>Date and tender no. to be</b>

	<p>due for opening) with minimum staff of 10 nos.”</p> <p>Name, Address, email and contact details of current company office in <b>Mumbai Metropolitan Region (MMR).</b></p> <p><b>If at any point of time it is found that the details furnished by the contractor are not correct then Company reserves the right to cancel the contract and invoke Breach of contract as per Section V of General Contract Conditions</b></p>	mentioned on the certificate												
8	Bidders having a conflict of interest shall not be eligible to participate in the tender process. In this regard, bidder is required to submit declaration regarding 'conflict of interest' i.e. Annexure-B (Format enclosed) on company letter head.	A self-certification should be submitted by bidder. Tender no. and Date to be mentioned on the certificate												
9	To have valid IATA certificate of bidder	Copy of valid IATA certificate to be submitted.												
10	Bidder must have valid <b>AEO (Authorized Economic Operator) certificate from Customs</b> in their name.	Self-attested Copy to be uploaded												
11	<b>EARNEST MONEY DEPOSIT/ Valid UDHYAM Certificate:</b> The Bidders, shall submit tenders with interest free EMD as per tender conditions	NEFT details to be provided here.												
12	<p>Tender Documents:</p> <p><b>1.1 Entire tender document alongwith GeM bid, Corrigendum, if any to be uploaded</b></p> <p><b>1.2 Section V – PQR &amp; Techno Commercial to be signed and stamped</b></p>	To be submitted												
13	<b>Certificate of no deviation:</b> The letter duly signed and stamped on letter head is to be uploaded (Section VII)	On letter head to be Uploaded												
14	PAN CARD of the company, GST Certificate of the company, Bank signed E_mandate	To be provided												
15	<b>Authority Letter:</b> An authority letter indicating that the person signing the tender is the duly authorized by the company/firm (Annexure A)	To be provided												
16	<b>CONTACT DETAILS:</b> Name & Address of the company along with contact details of Owner, Chairman, MD, CEO and directors.	Details to be Provided												
17	<p><b>Integrity pact Agreement (IPA) (Refer annexure C)</b></p> <p>(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1"> <thead> <tr> <th>Sl</th><th>IEM</th><th>Email</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr> <tr> <td>2.</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr> <tr> <td>3.</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr> </tbody> </table> <p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.</p>	Sl	IEM	Email	1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	Bidder has to submit Integrity pact with sign and seal of authorized signatory along with witness at designated place.
Sl	IEM	Email												
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in												
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in												
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in												

	Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department For all clarifications/ issues related to the tender, Please contact representative details given in the General information section of this tender.													
	<b>Other Terms and Conditions</b>													
1.	<p>Transit time: Transit time shall be as follows:</p> <table border="1"> <thead> <tr> <th>Sn.</th><th>BHEL PO incoterm</th><th>Total Transit Time</th></tr> </thead> <tbody> <tr> <td>1</td><td>2</td><td>4</td></tr> <tr> <td>A</td><td>FCA Airport</td><td>10 days</td></tr> <tr> <td>B</td><td>Ex-works</td><td>15 days</td></tr> </tbody> </table> <p><b>Start of Transit time:</b> Transit time will start from the <b>date of Air Freight request. Contractor has to contact the supplier immediately on receipt of Air Freight Request.</b> If there is any delay for <b>exceptional reasons</b> not attributable to contractor (LC amendment etc), the same shall be considered for calculation of transit time. However, such reasons have to be brought to the notice of company at the earliest. Company shall be the sole authority to decide on such cases. <b>End of Transit time</b> will be the date of <b>final IGM (inward date)</b> in B/E at Mumbai Airport</p>	Sn.	BHEL PO incoterm	Total Transit Time	1	2	4	A	FCA Airport	10 days	B	Ex-works	15 days	Agreed
Sn.	BHEL PO incoterm	Total Transit Time												
1	2	4												
A	FCA Airport	10 days												
B	Ex-works	15 days												
2.	Transit Penalty: <b>As Specified in tender Terms &amp; Conditions</b>	Agreed												
3.	<b>Indemnity:</b> Contractor shall keep Company indemnified from all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the execution of the Contract.	Agreed												
4.	<b>Validity of The Contract:</b> The period of contract will be for 1 Year from date of LOA with the provision of further extension up to 1 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 <b>3 more months</b> .	Agreed												
5.	Cancellation of The Contract: <b>As Specified in tender Terms &amp; Conditions</b>	Agreed												
6.	<b>Taxes:</b> As Specified in tender Terms & Conditions	Agreed												
7.	<b>Offer Validity:</b> The offer of bidders will be valid for <b>60 days</b> from due date of tender and extension thereof.	Agreed												
8.	<b>GST</b> shall be paid only on reflection in GSTR2B of BHEL GSTIN. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by Company due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor.	Agreed												
9.	<b>Breach of contract, Remedies and Termination:</b> As Specified in General Contract Conditions.	Agreed												
10.	<b>The order will be placed on maximum two parties due to operational exigency / efficiency as mentioned in the tender.</b>	Agreed												
11.	<b>PAYMENT TERMS:</b> As Specified in the tender.	Agreed												
12.	<b>SCOPE OF WORK :</b> We have understood the scope of work and special conditions.	Agreed												



13.	<b>DEAD FREIGHT:</b> Dead freight/Any Airlines penalties /or 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
14.	<b>EVALUATION CRITERIA:</b> We have understood the evaluation criteria.	Agreed
15.	All payments will be made as per actual cargo being handled	Agreed
16.	<p>I / We also give the undertaking that all the statutory acts, rules &amp; regulations applicable to International Business and to central /state Govt. in load port and discharge port country are being and will be followed by us in course of our operations/ execution of the contract.</p> <p>I/ We are aware and now conversant with local site conditions / Weather conditions / Route feasibility to site/Local social issues/Local labor issues/Local political issues/ Geo-political situation/ Work Culture/ Weekly holidays/ festivals Holidays, etc.</p> <p>The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions both in load port country / discharge country and enroute.</p>	Agreed

**\*Note:** If Bidder has submitted company's contract and SD has been released, then that Work Order value will be treated as successfully executed contract.

SIGNATURE AND SEAL OF BIDDER

## SECTION –V

### GENERAL CONTRACT CONDITIONS

#### 1 DEFINITION

- 1.1 "BHEL" shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, having its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, and its office at 15th Floor, World Trade center -1, Cuffe Parade, Colaba, Mumbai-400005..... (inviting tenders) (Nome of the Unit / Region or Power Sector Regional Offices or its Authorized Officers.
- 1.2 "EXECUTIVE DIRECTOR" or "GENERAL MANAGER (In- charge)" or "GENERAL MANAGER" shall mean the Officer in Administrative charge of the respective UNIT/Power Sector Region/ Regional Office.
- 1.3 "COMPETENT AUTHORITY" shall mean BHEL Officers who are empowered to act on behalf of BHEL.
- 1.4 "ENGINEER" or "ENGINEER IN CHARGE" shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes 'CONSTRUCTION MANAGER' or 'SITE INCHARGE' as well as Officers at Site or at the Headquarters of the respective Power Sector Regions. For the purpose of joint measurement, verification, certification and/ or approval of the work and/ or documents under the contract the word "Engineer" or "Engineer In-charge" shall be deemed to include the Engineers of the Customer and/ or his Consultant also.
- 1.5 "SITE" shall mean the place or places including discharge port project stores or any other place / location, as specified in the contract, at which the cargo/ equipment are to be delivered and services are to be performed as per specification of this tender.
- 1.6 "CLIENT OF BHEL" or "CUSTOMER" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
- 1.7 "CONTRACTOR" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.
- 1.8 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and includes the Agreement or Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.
- 1.9 "GENERAL CONDITIONS OF CONTRACT" shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work for which above tenders have been called for.
- 1.10 "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
- 1.11 "LETTER OF AWARD" shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter.
- 1.12 "COMPLETION TIME" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract. To be replaced with validity of contract
- 1.13 "PLANT" shall mean and connote the entire assembly of the plant and equipments covered by the contract.
- 1.14 "EQUIPMENT" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
- 1.15 "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
- 1.16 "APPROVED", "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.17 "WORK or CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of equipment to the entire satisfaction of BHEL.
- 1.18 "SINGULAR AND PLURALS ETC" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
- 1.19 "HEADING" – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
- 1.20 "MONTH" shall mean calendar month unless otherwise specified in the Tender.
- 1.21 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.
- 1.22 "COMMISSIONING" shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.
- 1.23 "WRITING" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
- 1.24 "TEMPORARY WORK" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.

- 1.25** 'CONTRACT PRICE' or 'CONTRACT VALUE' shall mean the sum mentioned in the LOI/LOA/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.
- 1.26** 'EXECUTED CONTRACT VALUE' shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include Extra Works and Taxes.
- 1.27** "COMMENCEMENT DATE" or "START DATE" shall mean the commencement/start of work at Site as per terms defined in the Tender.
- 1.28** "SHORT CLOSING" or "FORE CLOSING" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.
- 1.29** "TERMINATION" of Contract shall mean the pre-mature closing of contract due to reasons as mentioned in the contract.
- 1.30** "DE MOBILIZATION" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.
- 1.31** "RE MOBILIZATION" shall mean the resumption of work with all resources required for the work after demobilization.
- 1.32** "VALIDITY OF THE CONTRACT". The contract will remain valid till completion of scope of work for all cargos which are handed over/ received / reported at designated place within date specified in other terms and conditions of this tender inclusive of extensions if any. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where BHEL has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
- 1.33** "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.
- 1.34** "Ton" means one metric Ton of 1,000 kilograms or one cubic meter.
- 1.35** "Full Container Load" (FCL) shall mean a container containing cargo belonging to one consignee in the vessel's manifest.
- 1.36** "LCL" means Less than Container Load wherein part of the imported cargo contained in the container belong to a particular customer/importer.
- 1.37** "FREIGHT TON (FRT)": Shall mean Cargo weight in Metric Tons or volume in cubic meter whichever is greater.
- 1.38** "HEAVY LIFT (HL)": Shall mean any one Cargo package of equipment and/or materials with weight greater than or equal to 100MT.
- 1.39** "OVER DIMENSIONAL CARGO (ODC)": Shall mean any one Cargo package of equipment and / or materials with any one of the dimensions exceeding those for General Cargo.
- 1.40** "GENERAL CARGO": Shall mean any one Cargo package of material and /or equipment with a weight less than 100 MT and with all dimensions equal to or below 13m Length, 3m Width, 3m Height (13mx3mx3m).
- 1.41** "IGM" means import general manifest.
- 1.42** "LOT": Supplies which are shipped on single voyage/Flight of each vessel/Barge/Aircraft.
- 1.43** "PROJECT CARGO": Shall mean any cargo comprising of equipment, fabricated items, and components of the manufactured equipment / system of: Mechanical, Electrical, Instrumentation & Control, Electronics, Metal structures / pipes, Large/ Heavy Engineering machinery, transformer oil, Resins, insulation material, hardeners etc or a mix thereof, Items used in power plants, transported as a containerized shipment and breakbulk shipment during the course of national or international transportation or exportation-importation.
- 1.44** "Non Heavy Lift Cargo" means General cargo and ODC i.e. cargo that does not fall under definition of heavy lift.
- 1.45** Nhava Sheva ports means all the 5 terminals in the port, i.e., JNPCT, NSICT, NSIGT, BMCT & GTI and any other terminal/CY that may be developed in JNPT.
- 1.46** The word 'container' would mean either a twenty feet equivalent unit (TEU) or a forty feet equivalent unit (FEU) as the case may be.
- 1.47** "CARRIER/SHIPPING/TRANSPORTATION" shall mean the shifting/ carrying Cargo by using ships, barges, tempo, trucks, trailers (mechanical/ hydraulic), dolly, heavy duty railway equipment wagons, aircraft and all other transportation means which shall be arranged by the Bidder for executing the work.
- 1.48** "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

## **2 INSTRUCTION TO BIDDER**

- 2.1** The General Conditions of Contract form part of the Tender specifications. **For this tender, bidders shall upload signed/ digitally signed tender documents on GeM Portal.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- 2.2** Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- 2.3** Integrity pact (IP) shall be applicable for all tenders / contracts **if indicated in NIT.** This IP shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Entering into this pact shall be a preliminary qualification. If Applicable in NIT then to be incorporated.

### 3 SUBMISSION OF TENDERS

- 3.1 Tenders shall be submitted through GeM E-Procurement portal.** Tenderers to upload offers well in advance in order to avoid last minute congestion in GeM Portal submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified. (this is gem process whether allowed or not allowed or allowed till what extent).
- 3.2** Tenders shall be opened on GeM Portal by Officer of BHEL at the time and date as specified in the NIT GeM Bid.
- 3.3** Tenderers whose bids are found techno commercially qualified shall be notified through GeM Portal e-procurement system about the date and time of opening of the Price Bids. BHEL's decision in this regard shall be final and binding.
- 3.4** The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.
- 3.5** The Tenderers are advised to physically visit the site to acquaint and satisfy themselves about all applicable port rules & regulations, maritime operational procedure, maritime laws & regulations, custom laws, rules & regulations and procedures regarding all related activities. Bidder is advised to acquaint information about working hours ( including holidays) of concerned authorities related to the work, the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation, law of the land, transportation routes, various distances, surroundings of plant/ project premises together with all statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the discharge of various obligations under the Contract during contract period including extended period (if any). The bidder to acquaint themselves at their own cost.
- 3.6** The submission of bid will tantamount to due diligence having been done and it shall be deemed that:
- 3.6.1** the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works.
  - 3.6.2** The Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works
  - 3.6.3** The Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.

### 4 PRICE DISCREPANCY & REVERSE AUCTION

- 4.1** Price Bid opening: During opening of price bids, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
- 4.2** Reverse Auction: In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. Bidders must acquaint themselves with GeM Reverse Auction Guidelines & Procedure /BHEL reverse auction and Procedure as the case may be.

### 5 QUALIFICATION OF TENDERERS

- 5.1** Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification including corrigendum, if any, are expected to quote for this work duly detailing their experience along with offer.
- 5.2** Offers from tenderers who do not fulfil **Pre- Qualification Requirement (PQR) and Techno Commercial Criterion** mentioned in NIT shall not be considered.
- 5.3** The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site <https://bhel.com/list-debarred-firms>.
- 5.4** Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

### 6 EVALUATION OF BIDS

- 6.1** Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre- Qualification Requirement (PQR) and Techno Commercial Criterion in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- 6.2** In case the qualifying experience is claimed by bidder is based on 'Work Order' and 'Experience Certificates' from any organization other than BHEL (main agency), then it shall be the responsibility of the bidder to submit customer contact details for independent verification. BHEL reserves the right to ask for any other document for the said experience as a proof for having executed subject qualifying work.
- 6.3** Assessing Bidder's Capacity for executing the current tender shall be as per Pre- Qualification Requirement (PQR) and Techno Commercial Criterion in NIT/Tender documents.
- 6.4** Price Bids of shortlisted bidders shall only be opened at GeM Portal with/without Reverse Auction, as mentioned in NIT / GeM Bid. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.

- 6.5** Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course either through GeM Portal or through e-mail.

## **7 AUTHORIZATION AND ATTESTATION**

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney / Letter of Authorization is to be submitted along with the tender offer.

## **8 EARNEST MONEY DEPOSIT**

- 8.1** If applicable, Tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD), in the manner described herein.

**8.1.1** EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.

**8.1.2** The EMD up to an amount of Rs. 2 Lakh is to be paid only in the following forms:

- a. Cash deposit as permissible under the extant Income Tax Act (before tender opening).
- b. Electronic Fund Transfer credited in BHEL account (before tender opening).
- c. Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).
- d. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) duly marking lien in favour for BHEL (along with offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.
- e. Insurance Surety Bonds
- f. In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit the amount in excess of Rs. Two lakhs in the forms described above in clause no. 1.9.1. ii) (a) to (e) or in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.

**8.1.3** No other form of EMD remittance shall be acceptable to BHEL.

**8.1.4** Proof of EMD: Bidder shall upload the scanned copy of EMD along with bid submission through BHEL e-procurement GeM Portal. However, for the purpose of realization, the bidder shall send the demand draft/ banker's cheque/ pay order/ Bank Guarantee/ FDR/ Insurance Surety Bonds, in original, to the designated officer through post/courier or by hand within reasonable time.

- 8.2** EMD by the Tenderer will be forfeited as per NIT conditions, if:

**8.2.1** After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. OR

**8.2.2** The successful Contractor, on whom the work has been awarded, fails to deposit the required Security deposit or commence the work within the period as per Contract or refuse to accept the Contract.

**8.2.3** EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" of BHEL or Extant GeM incident Management Policy and forfeited/ released based on the action as determined under these guidelines.

- 8.3** EMD shall not carry any interest.

- 8.4** EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

- 8.5** Cash portion of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/ FDR shall be retained by BHEL until the receipt of the Security Deposit.

## **9 SECURITY DEPOSIT**

- 9.1** Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.

- 9.2** The Security Deposit shall be furnished before start of the work by the contractor.

- 9.3** The required Security Deposit may be accepted in the following forms.

- a. Cash (as permissible under the extant Income Tax Act).
- b. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c. 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).

- d. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- e. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.
- f. Insurance Surety Bonds.

Note:

- i. BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- ii. Bidder is required to submit Security Deposit within seven (07) days of Contract. In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill.

**9.4** The Security Deposit shall not carry any interest.

**9.5** In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

- a. The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- b. Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.
- c. The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.

**9.6** The validity of Bank Guarantees towards Security Deposit shall be valid till actual completion of work + 3 months,.

**9.7** BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL by giving prior notice to the contractor.

## **10 RETURN OF SECURITY DEPOSIT**

Security Deposit shall be released to the contractor three (03) months after fulfilment of contractual obligations as per terms of the contract including after deducting all expenses / other amounts due to BHEL under the contract. **Contractor has to claim the return of security deposit from BHEL and provide No claim certificate in prescribed format.**

## **11 BANK GUARANTEES**

Wherever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

- 11.1** Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.
- 11.2** The Bank Guarantees shall be as per prescribed formats.
- 11.3** It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL officials. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- 11.4** In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by BHEL officials issuing the Contract.
- 11.5** In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- 11.6** Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- 11.7** The Original Bank Guarantee shall be submitted to BHEL officials. Subcontracting Department of CPC (Central Procurement Cell) - PSHQ of BHEL unless specified otherwise in TCC.

## **12 VALIDITY OF OFFER**



The rates in the Tender shall be kept open for acceptance for a minimum period of **THREE (03) MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

### 13 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the start date of GeM contract issued on GeM portal.

The acceptance of order on GeM Portal will be considered as acceptance of contract with all scope, terms & conditions and rates.

### 14 REJECTION OF TENDER AND OTHER CONDITIONS

**14.1** The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:

**14.1.1** To reject any or all of the tenders.

**14.1.2** To split up the work amongst two or more tenderers as per NIT.

**14.1.3** To award the work in part if specified in NIT.

**14.1.4** In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

**14.2** Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.

**14.3** Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India/ GeM. BHEL reserves the right to not consider a bidder for further processing of tender in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of BHEL will be final in this regard.

**14.4** If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel or continue such tender. Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause.

**14.5** BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

**14.6** If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

**14.7** Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

**14.8** In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

**14.9** The successful tenderer (Contractor) shall not sub-contract any portion of work detailed in the tender specification undertaken.

**14.10** BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

### 15 INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

### 16 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Laws of India, the Civil Court having original Civil Jurisdiction at Mumbai.

### 17 ISSUE OF NOTICE

#### 17.1 Service of notice to the Contractor

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by Email/ Registered Post/Speed Post to or leaving the same at the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such dispatch or display posting or leaving of the notice as the case may be shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

#### 17.2 Service of notice to BHEL

Any notice to be given to BHEL under the terms of the Contract shall be served by sending the same by Registered/AD or Speed post/Email to BHEL address or changed address as notified in writing by BHEL to the Contractor.

## 18 COMMENCEMENT OF WORK

- 18.1** The contractor shall commence the work as per the time indicated in the GeM Contract and shall proceed with the same with due expedition without delay.
- 18.2** If the contractor fails to start the work within stipulated time as per Contract or as intimated by BHEL, then BHEL at its sole discretion shall have the right to cancel the contract. The Earnest Money and/or Security Deposit furnished by the contractor to under this tender will stand forfeited without any further reference to him and without prejudice to BHEL's other rights and remedies under this contract and the applicable laws in this regard.
- 18.3** All the work shall be carried out under the direction and to the satisfaction of BHEL.

## 19 PAYMENT

- 19.1** Payment will be made as per actual no of container / Type of Container / FRT (as the case may be) shipped.
- 19.2** All payments due to the contractors shall be made by e -mode only.
- 19.3** After delivery of cargo as per tender terms and conditions, 100 % payment shall be paid within 45 days of submission of documents prescribed in special conditions.
- 19.4** **All the Bills like Freight Bills, THC, CFS etc. must be in the name of respective importing BHEL unit whose GSTIN is appearing in BL/AWB/BE. Paying authority will be BHEL ROD Mumbai.**

## 20 TAXES & DUTIES

- 20.1** The Supplier/Vendor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit along with the applicable overheads @5% and interest on the total value ( i. e. amount paid by BHEL + overhead)  
However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.
- 20.2 GST (Goods and Services Tax)**
- 20.2.1** The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier/Vendor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier/Vendor.
- 20.2.2** Supplier/Vendor has to submit GST registration certificate of the concerned state. Supplier/Vendor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
- 20.2.3** Supplier/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
- 20.2.4** Supplier/Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, Supplier/Vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances. Special care should be taken in case of month end transactions.
- 20.2.5** Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier/Vendor: -
- Supply of goods and/or services have been received by BHEL.
  - Original Tax Invoice has been submitted to BHEL.
  - Supplier/Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
  - In cases where e-invoicing provision is applicable, Supplier/Vendor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
  - Supplier/Vendor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice.
  - Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B.
- 20.2.6** Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier/Vendor's bill or otherwise as deemed fit.

**20.2.7** TDS as applicable under GST law shall be deducted from Supplier/Vendor's bill.

**20.2.8** Supplier/Vendor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

**20.2.9** Supplier/Vendor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier/Vendor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

**20.2.10** In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alter/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Supplier/Vendor's due payment.

**20.2.11** Any denial of input credit to BHEL or arising of any tax liability on BHEL due to noncompliance of GST Law by the Supplier/Vendor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Supplier/Vendor.

**20.2.12** In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier/Vendor.

### **20.3 Variation in Taxes & Duties:**

**20.3.1** Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

**20.3.2** In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its Supplier/Vendor only and within the contractual delivery period only.

**20.3.3** In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/ Supplier/Vendor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening of the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

### **20.4 Income Tax:**

TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier/Vendor's bill.

## **21 RIGHTS OF BHEL**

**21.1** BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

**21.2** To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to fulfil BHEL's commitment to its customer or the date of completion is advance due to other emergent reasons/ BHEL's obligation to its customer.

**21.3** Where the contractor fails to deploy adequate resources manpower to meet the contractual target, BHEL reserves the right to deploy resources manpower to meet project timeline such shortfall, through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor. Fulfilling of all obligations towards payments and other statutory compliances related to such resources manpower shall be the contractor's responsibility. In case of contractor's failure to fulfil his obligations in respect of such resources manpower, BHEL shall be entitled to take action as provided herein.

## **22 BREACH OF CONTRACT, REMEDIES AND TERMINATION**

The following shall amount to breach of contract:

**22.1** Non-supply of material or services/ non-completion of work by the contractor within scheduled delivery/ completion period as per contract or as extended from time to time.

**22.2** The contractor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.

**22.3** The contractor delivers equipment/ material not of the contracted quality.

**22.4** The contractor fails to replace the defective equipment/ material/ component as per guarantee clause.

**22.5** Withdrawal from or abandonment of the work by the contractor before completion as per contract.

**22.6** Assignment, transfer, subletting of Contract by the contractor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

**22.7** Non-compliance to any contractual condition or any other default attributable to contractor.

- 22.8** Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Work Order/ Contract either in whole or in part thereof without any compensation to the contractor.
- 22.9** Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- 22.10** Contractor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note- Once BHEL considers that a breach of contract has occurred on the part of contractor, BHEL shall notify the contractor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

#### **22.11 Remedies in case of Breach of Contract.**

- 22.11.1** Wherein the period as stipulated in the notice issued under clause 22 has expired and Contractor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- 22.11.2** Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.
- 22.11.3** Wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- 22.11.4** In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Contractor.
- 22.11.5** If Contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
- From dues available in the form of Bills payable to defaulted Contractor against the same contract.
  - If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- 22.11.6** In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted Contractor.
- 22.11.7** It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Contractor for the purpose of estimation of damages.
- 22.11.8** In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note: The defaulting contractor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

- In case defaulted contractor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- In case defaulted contractor is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.

- 22.12** In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in scope of work.

- 22.13** To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, whatsoever.
- 22.14** Whenever any Claim or Claims for payment of any sum of money(s) arises under this or any other contract against the contractor, BHEL shall be entitled to withhold and also have a lien to retain such sum of money(s) in whole or in part from any money(s) payable to contractor and/or security deposits furnished or deducted in cash from the bills of contractor, (if any) under this contract. In the event of the securities or the amounts payable to Contractor, being insufficient to cover BHEL claims, then BHEL shall be entitled to withhold and have a lien to the extent of such claims from any sum or sums found payable or which at any time thereafter may become payable to the contractor under this or any other contract with BHEL.
- 22.14.1** Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually incurred by BHEL in fulfilling the contractual responsibilities of contractor under the contract, to which he has failed to fulfil plus applicable overheads (@ 5%) along with interest as applicable under the Contract on total amount (i.e. money actually incurred plus overheads)
- 22.14.2** It is an agreed term of the contract that, the sum or sums of money so withheld or retained under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this or any other contract are finally adjudicated wither through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. Intimation given by the BHEL Engineer regarding withholding of such money(s) shall be considered as sufficient and relevant date for all purposes. No Interest shall be payable on such sum(s) of money which becomes due or as the case may be adjudged to be due from BHEL to Contractor, whether under contract or otherwise.
- 22.14.3** Where the contractor is a partnership firm, BHEL shall be entitled to withhold and also have a lien to retain towards such claims in whole or in part, from any other money(s) payable to any partner, whether in his individual capacity or otherwise.
- 22.14.4** If any money(s) shall, as a result of any claim or application made under the relevant provisions of any Labour Welfare Act and/ or Rules, including but not limited to Contract Labour Regulation & Abolition Act, Minimum Wages Act, Payment of Gratuity Act, BOCW (RE&CS ) Act, Provident Fund Act, Employee State Insurance Act, be directed to be paid by the BHEL, such money shall be deemed to be moneys payable to the BHEL by the Contractor.
- 22.14.5** Where the Contractor fails to repay to BHEL such moneys along with applicable overheads (@ 5%) and interest, as aforesaid within seven days of being demanded, BHEL shall be entitled to recover the same from Contractor's bills/ Security Deposit or any other money(s) payable to Contractor under this Contract or any other Contract with BHEL.
- 22.15** While every endeavour will be made by BHEL to this end, yet BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.
- 22.16** BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:
- a. Suspension of work(s) at a Project either by BHEL or Customer, or
  - b. Where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months

In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.7.2.2. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

- 22.17** In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, material/ cargo etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract.

Note: The Contractor shall not be eligible for any compensation on account of short closure of contract.

## **23 SETTLEMENT OF DISPUTE**

- 23.1** If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer ( to be nominated by BHEL for settlement of disputes arising out of the contract ) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.
- 23.2** If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 23.3.

**23.3 CONCILIATION:**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in [www.bhel.com](http://www.bhel.com)).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

**23.4 ARBITRATION:**

**23.4.1** Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution identified by BHEL, ROD Mumbai and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

**23.4.2** A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

**23.4.3** After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions identified by BHEL, ROD Mumbai and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

**23.4.4** The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

**23.4.5** The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be at Mumbai.

**23.4.6** Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Mumbai.

**23.4.7** Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

**23.4.8** It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

**23.4.9** In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

**23.4.10** In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

**23.5 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD

(Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

### **23.6 NO INTEREST PAYABLE TO CONTRACTOR**

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, or any amount withheld and/or appropriated by BHEL. etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

## **24 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.**

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

**24.1** The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Customs Laws, The Indian Carriage of Goods by Sea Act, 1925 ("COGSA"), the Multimodal Transportation of Goods Act, 1993 ("MTGA") and the Indian Bills of Lading Act, 1856, Custom broker Act., Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law. The Contractor shall without any fail maintain all the registers/records in proper formats as per all the Acts, Rules and Regulations mentioned in this clause.

**24.2** The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.

**24.3** The contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.

**24.4** The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

## **25 INSURANCE**

**25.1** BHEL/their customer/supplier shall arrange for insuring the materials/properties of BHEL/customer/supplier covering the risks during transit, storage, erection and commissioning.

**25.2** It is the sole responsibility of the contractor to insure materials, equipment, workmen etc. engaged by contractor, against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out abiding by all extant rules and regulations in India and outside India during execution.

**25.3** If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.

**25.4** The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody. BHEL shall arrange for insuring the materials/properties of BHEL covering the risks during transit, storage, erection and commissioning.

**25.5** It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL / Port rules & regulations in the Port area of project which are in force from time to time will have to be followed by the contractor.

**25.6** If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.

**25.7** Transit Insurance of material is in BHEL scope. If due to Contractor's carelessness, negligence, 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 property, if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

## **26 FORCE MAJEURE**

- 26.1** "Force Majeure" shall mean circumstance which is:
- 26.1.1** Beyond control of either of the parties to contract,
  - 26.1.2** Either of the parties could not reasonably have provided against the event before entering into the contract,
  - 26.1.3** Having arisen, either of the parties could not reasonably have avoided or overcome, and is not substantially attributable to either of the parties And Prevents the performance of the contract,
- 26.2** Such circumstances include but shall not be limited to:
- 26.2.1** War, hostilities , invasion, act of foreign enemies.
  - 26.2.2** Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
  - 26.2.3** Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
  - 26.2.4** Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
  - 26.2.5** Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
  - 26.2.6** Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
  - 26.2.7** Epidemic, pandemic etc.
- 26.3** The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.
- 26.4** If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.
- 26.5** The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.
- 26.6** Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- 26.6.1** Constitute a default or breach of the Contract.
  - 26.6.2** Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 26.7** BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, contractor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

## **27 SUSPENSION OF BUSINESS DEALINGS**

- 27.1** BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines / GeM Incident Management policy issued from time to time. BHEL suspension policy can be viewed at below web address:  
<https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors>.
- 27.2** The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- 27.3** If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the BHEL available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

## **28 CLOSING OF CONTRACTS & USP PORTAL**

The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at <https://suvidha.bhel.in/suvidha/>.

## **29 UNIFIED SUPPLIER PAYMENT (USP) PORTAL**

- 29.1** This portal marks a significant step forward in enhancing our collaboration with suppliers and contractors by providing a transparent and efficient platform with regard to access for the invoices submitted, payments made, deductions (if any), objections (if any), status of invoices under verification, etc. This initiative is aimed at providing a seamless experience and fostering stronger partnerships with our suppliers/ contractors.
- 29.2** USP Portal offers BHEL's success partners a comprehensive overview of various invoices submitted by them and also provides status on payments, deductions (if any) with reasons, if under Process, any objections, if invoices rejected, etc
- 29.3** The USP Portal can be accessed via the URL [uspp.bhel.in](http://uspp.bhel.in)
- 29.4** The supplier/ contractor has to login using their Permanent Account Number (PAN).



**29.5** Login is facilitated through a One-Time Password (OTP), which can be received on any of the registered Email IDs of the supplier (available in BHEL database) which is linked with the registered PAN. If the PAN or email ID is not registered, the supplier/contractor can contact the concerned Unit/ Region/ Division where the invoice was submitted for updation in database. In case of any login issues, you may contact us at usdc@bhel.in

### **30 LIMITATION ON LIABILITY**

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

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

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

### **32 FRAUD PREVENTION POLICY**

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

### **33 ORDER OF PRECEDENCE**

- 33.1** In the event of any ambiguity or conflict between the contract Documents, the order of precedence shall be in the order below:
- a. Contract agreement with its Amendments/ Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
  - b. Notice Inviting Tender (NIT)
  - c. Price Bid
  - d. Technical Conditions of Contract & Scope of Work (TCC)
  - e. Special Conditions of Contract (SCC)
  - f. General Conditions of Contract (GCC)

### **34 DETENTION OF THE CARRIER:**

- 34.1** 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.
- 34.2** In case of non-availability of vehicles/crane/lifting equipment's etc. to receive cargo directly from Vessel on its arrival at port, the detention charges of stoppage of vessel at port will have to be borne by the bidder.
- 34.3** For unloading of cargoes on to wharf, the availability of Hydraulic axles is essentially required at the time of arrival of vessel. Due to non-availability of required trailers/cranes/ tools & equipment's etc., the trucking & terminal handling charges will be to bidder's accounts.

### **35 License/Permission/Registration:**

- 35.1** Wherever any License /Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such License/ Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The Bidder shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the Bidder. The vehicle/trailer shall not carry load in excess of the Gross Vehicle Weight as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Bidder shall be entertained by BHEL for any breach of the provisions/Acts or laws by the Bidder.
- 35.2** It shall be the duty of the Bidder to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers/cargo. The Bidder shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 35.3** The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 35.4** 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.
- 35.5** The Contractor is responsible for safe transportation of the goods. Bidder shall effect open delivery of the cases of major damage after completing the due processes.

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

**36 ARRANGEMENT OF SHIP/TRUCK/TRAILOR/AXELS:**

- 36.1** 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 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.
- 36.2** 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.
- 36.3** The Bidder shall also intimate BHEL 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 / BHEL in time to ensure loading on the vessel arranged by the Bidder as per cl.5.1 above.
- 36.4** Contractor should use carrier having good track records of timely delivery.

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

- 37.1** The contractor shall make a claim for the services rendered under this contract to BHEL within (3) three months of such service by submission of hardcopy of bills to BHEL office with all requisite attachments. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 37.2** 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.
- 37.3** However, in case of any specific issue over which the Bidder had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the BHEL Competent Authority, notwithstanding what has been laid down in the Clause on Payment. The decision of the BHEL Competent Authority shall be final and binding on the Bidder

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

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

- 38.6** The Bidder shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time related to execution of this contract. Bidder shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.

### **39 Original Bill of lading or Airway bill:**

- 39.1** All **Original Bill of lading or Airway bill** should be issued as per UCP 600.
- 39.2** Following should be mentioned in the BL/AWB: 1] IEC of BHEL, 2] GSTIN of importing unit, 3] Email address of consignee, 4] Details of all invoice/s, 5] BHEL's PO no/s 6] L/C no with date, 7] HS code of goods, 8] In notify section of BL/AWB, BHEL ROD Mumbai email address [msair@bhel.in](mailto:msair@bhel.in) for air shipment and [mssea@bhel.in](mailto:mssea@bhel.in) for sea shipment should be incorporated. 9] Dimensions and weight with package nos. etc. 10] Importing unit coordinators emailID as per General information of section I., 11] container detention free days, 12] in case of pallet no. of packages in each pallet.
- 39.3** Draft BL /AWB should be approved from BHEL units/supplier before final BL/AWB is issued.
- 39.4** There should be no discrepancy in BL/ AWB w.r.t details of packing list.
- 39.5** There should be no discrepancy in BL/AWB w.r.t details of IGM filed with customs.
- 39.6** Where the packages are in pallet then no of boxes / packages in each pallet should be clearly mentioned in BL/AWB.

### **40 CANCELLATION OF THE CONTRACT:**

- 40.1** BHEL reserves the right to cancel the contract at any point of time without assigning any reason whatsoever. The contractor shall not be entitled for any compensation as a result of such a cancellation.
- 40.2** BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging barge/vessel and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of Bidder leading to cancellation of contract.
- 40.3** If the Bidder fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Bidder any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the BIDDER under the contract.
- 40.4** BHEL has the right to either short close the contract or terminate the contract at its discretion without assigning any reason to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination
- 40.5** BHEL shall claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 40.6** In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, BHEL shall have the right to terminate the contract forthwith. In case any of the contractor's company becomes insolvent the contract shall automatically stand terminated.

### **41 CONGESTION AT PORTS**

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

### **42 STATUS/PROGRESS REPORTING OF THE CONTRACT:**

- 42.1** 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.
- 42.2** 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.

**42.3** 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.

**42.4** 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.

**42.5** 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.

**42.6** 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.

#### **43 SHORT – LANDED OR DAMAGED GOODS**

**43.1** 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.

**43.2** 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.

**43.3** The Contractor is responsible for safe handling and transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.

**43.4** The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

#### **44 JOINT SURVEY**

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

#### **45 STACKING AND TILTABILITY OF CARGO/PACKAGES:**

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

**SIGNATURE AND SEAL OF BIDDER**

## **ABBREVIATIONS USED IN THE TENDER**

1. AEO: Authorised Economic Operator
2. AWB: Airway Bill
3. BG: Bank Guarantee
4. BHEL: Bharat Heavy Electrical Limited
5. CAN- Cargo Arrival notice
6. CC: charge collect
7. CUR: Currency
8. DGR: Dangerous goods
9. DO: Delivery Order
10. eHAWB: Electronic House Airway Bill
11. EMD: Earnest Money Deposit
12. EXW- Ex- Works
13. FC: Foreign Currency
14. FCA: Free Carrier
15. FDR: Fixed Deposit Receipt
16. FOB: Free On Board
17. FRT: Freight Tons
18. GTC: General Terms and Conditions
19. HAWB: House Airway Bill
20. IATA: International Air Transport Association
21. ICEGATE:
22. IEM: Independent External Monitor
23. IGM: Import General Manifest
24. INCOTERMS: International commercial Terms
25. LOA: Letter of Award
26. MAWB: Mater House Airway Bill
27. MUM: Mumbai
28. NEFT: National electronic Fund Transfer
29. NOC: No objection certificate
30. ODC: Over dimension cargo
31. PL: Packing List
32. PO: Purchase order
33. PQR: Pre-Qualification requirement
34. ROD: Regional Office Division
35. RTGS: Real time Gross Settlement
36. TT: Telegraphic Transfer
37. UOM: Unit of Measurement
38. USD: US dollar

**SCHEDULE A****Air Freight RATE (Per Kg) including CC Charge, FSC, SSC and WSC for Shipment from Load port to Mumbai A (F)**

Load port Code	country	CUR	Airport	Minimum charges	Slab 1	Slab 2	Slab 3	Slab 4	Slab 5	Slab 6
1	2	3	4	5	6	7	8	9	10	11
					<=50	51-100	101-200	201-500	501-1000	>1000
D01	UK	GBP	London ( Heathrow)	38.59	0.84	0.79	0.71	0.69	0.64	0.61
D02	UK	GBP	New Castle, Oxford, Bristol, Birmingham, East Midlands, Manchester, Leeds, Glasgow	52.31	1.11	1.00	0.91	0.87	0.82	0.75
D03	France	EURO	Paris (Roissy), Lyon, Orly, Nantes	66.03	1.32	1.25	1.05	1.01	0.95	0.87
D04	Sweden	EURO	Stockholm, Arlanda	68.60	1.40	1.27	1.15	1.10	1.05	0.96
D05	Sweden	EURO	Göteborg	68.60	1.41	1.28	1.16	1.11	1.06	0.97
D06	Italy	EURO	Rome, Milan, Malpensa	48.02	0.99	0.90	0.78	0.78	0.75	0.69
D07	Italy	EURO	Turin, Bologna, Florence	50.59	1.02	0.93	0.81	0.81	0.77	0.72
D08	Netherlands	EURO	Amsterdam,	53.17	1.08	0.98	0.85	0.85	0.81	0.75
D09	Austria	EURO	Vienna, Linz, Graz	64.31	1.49	1.35	1.13	1.10	1.05	0.95
D10	Belgium	EURO	Antwerp, Brussels	56.60	1.47	1.34	1.17	1.12	1.08	0.98
D11	Denmark	DKK	Copenhagen	553.95	11.97	10.86	9.07	8.64	8.28	7.61
D12	Japan	JPY	Tokyo, Osaka, Haneda	6724.53	384.73	254.52	235.37	223.64	214.02	197.38
D13	Singapore	SGD	Singapore	54.02	2.90	2.51	2.25	2.20	2.09	1.96
D14	Canada	CAD	Toronto	88.32	1.96	1.75	1.52	1.45	1.35	1.23
D15	Canada	CAD	Montreal	91.75	1.93	1.73	1.51	1.43	1.33	1.23
D16	USA	USD	New York, Boston, Portsmouth,	98.61	1.97	1.82	1.59	1.55	1.45	1.31
D17	USA	USD	Chicago	101.19	2.12	1.90	1.59	1.55	1.46	1.32
D18	USA	USD	San Francisco, Denver, Los Angeles	111.48	2.23	2.07	1.81	1.75	1.65	1.49
D19	USA	USD	Atlanta, Houston, Miami	108.05	2.44	2.21	1.90	1.84	1.72	1.55
D20	Germany	EURO	Munich, Köln, Düsseldorf, Hannover, Hamburg, Stuttgart, Darmstadt, Mannheim, Nuremberg, Bremerhaven, Hannover, Brilon, Berlin	47.16	1.05	0.99	0.88	0.85	0.81	0.75
D21	Germany	EURO	Frankfurt, Homburg	42.88	0.89	0.84	0.75	0.73	0.69	0.64
D22	Switzerland	SFR	Basle, Zurich, Genève, Bulle, Büschlen	62.60	1.25	1.19	1.05	0.96	0.94	0.87
D23	Spain	EURO	Barcelona	62.60	1.47	1.38	1.22	1.18	1.13	1.04
D24	Australia	AUD	Sydney, Melbourne, Perth	132.06	2.75	2.50	2.17	1.99	1.87	1.75
D25	Czech	EURO	Praha	71.17	1.53	1.33	1.17	1.11	1.06	0.96
D26	Hong Kong	HKD	Hong Kong, Kowloon	492.21	13.07	11.95	10.93	10.74	10.32	9.69
D27	Finland	EURO	Helsinki	60.88	1.47	1.39	1.15	1.11	1.04	0.96
D28	Ireland	EURO	Dublin	55.74	1.51	1.41	1.20	1.17	1.07	0.99
D29	China	USD	Shanghai	75.46	2.06	1.80	1.65	1.61	1.48	1.38
D31	Korea Republic	USD	Seoul	72.03	2.04	1.79	1.60	1.57	1.52	1.42
D32	UAE	AED	Dubai	189.51	3.80	3.47	2.61	2.50	2.35	2.18

**Note : ODC** - Any single dimension of a package that is beyond size **318 cm(L)x225cm(w)x160cm(H)** will be treated as ODC and will not be covered under this rate contract.

## Schedule B - Estimate Rates – Origin Charges

Sn	Name of Country	Currency	Charges for all activities at origin as per EXW Incoterms		Charges for all activities at origin as per FCA Airport Incoterms	
			Min. Chrgs	Rate per Kg	Min. Chrgs	Rate per Kg
			<b>A</b>		<b>B</b>	
1	UK	GBP	60.03	0.36	36.02	0.17
2	Germany	EURO	66.03	0.36	35.16	0.19
3	France	EURO	100.33	0.39	61.74	0.21
4	Switzerland	CHF	107.19	0.51	65.17	0.24
5	Netherlands	EURO	77.18	0.3	46.31	0.18
6	Italy	EURO	74.6	0.29	40.3	0.14
7	Sweden	EURO	91.75	0.38	58.31	0.21
8	Austria	EURO	96.04	0.33	55.74	0.18
9	Belgium	EURO	74.6	0.32	42.02	0.18
10	Denmark	DKK	758.89	4.36	414.17	1.88
11	Spain	EURO	94.33	0.39	56.6	0.19
12	Czech Republic	EURO	97.76	0.41	62.6	0.21
13	Finland	EURO	102.04	0.43	62.6	0.2
14	Ireland	EURO	104.62	0.4	62.6	0.19
15	USA	USD	126.05	0.41	69.46	0.22
16	Japan	JPY	7847.86	90.05	5175.89	58.87
17	Singapore	SGD	68.6	0.56	50.59	0.21
18	Canada	CAD	126.05	0.47	90.04	0.26
19	Australia	AUD	182.65	0.76	147.49	0.53
20	Hongkong	HKD	481.92	2.76	403.88	1.96
21	China	USD	78.89	0.37	48.02	0.19
22	S. Korea	USD	78.03	0.37	50.59	0.18
23	UAE	AED	481.92	1.18	290.69	0.63

## Note:

- DG Cargo having MSDS irrespective of its stackability will be charged **1.8** times of all above General cargo charges.
- Non-stackable cargo charges will be **1.2** times of all above General cargo charges
- Rates valid for period of one year and extendable by one year on mutual consent.
- Air Freight Charges are payable as per Schedule A.
- Destination Charges(D) consolidated per AWB is fixed at Rs.2/KG subject to a minimum of INR. 4500.** Destination charges includes all the destination charges at Mumbai Airport like IGM Filing fee, DO charges, Cartage, etc. No charges other than this will be payable by BHEL at destination Port. Destination charges will remain same irrespective of the nature of cargo.
- For payment of the Air Freight charges will be calculated in Indian Rupees by applying the T.T. Selling rate of SBI for the specified foreign currency (refer Price Bid) and Indian Rupee Prevailing on the date of AWB. In case above dates falls on holiday/s the Exchange rate as defined above should be considered for the previous working day.
- BHEL rates (Schedule A, Schedule B and destination charges D) are exclusive of GST hence GST shall be paid separately as per applicable law.
- Maximum 10 Pos shall be allowed to club in one AWB.
- Payment to contractor will be made as per incoterm mentioned in BHEL PO as below:(Refer Price Bid also)**
  - For EXW shipments:** Origin activities as per EXW Incoterm (A of Sch. B) + Air Freight Charges(F) (as per Sch. A) + Destination Charges (D) = A+F+D
  - For FCA shipments:** Origin activities as per FCA Incoterm (B) + Air Freight Charges (F of Sch. A) + Destination Charges (D) = B+F+D
  - Charges will be paid on rate per kg or minimum charges basis, whichever is higher.
  - The total airfreight cost maximum payable in a slab will not exceed the minimum payable in the next slab subject minimum charges payable in column (5). In such cases the minimum payable in next slab will be paid.** Eg1. For 50 kgs the total air freight payable as per next slab (Slab 2) is 50 kgs x 4.45 SGD = 222.50 but for max wt. of previous slab is 50 kgs if 50kgs x 5.90 = 295. Hence in this case only 222.50 will be paid. Eg2. Wt. 122.28kg from US falls in slab 3 the total air freight payable is \$ in slab 3 is \$ 2.12x122.28=\$259.23. Now minimum payable in next slab 4 is 201 x \$2.04 = 410.04 hence total airfreight paid will be 259.23
  - No other charges will be paid.

**SECTION VI**  
**PRICE BID**

*The bidder has to quote Lump Sum offer for entire scope inclusive of GST in INR.*

*The % Difference between Offered price (excluding destination charges) and BHEL Estimate (excluding destination charges) will be calculated based on lump sum price quoted by Bidder (excluding destination charges). This % will be applied uniformly on all schedule rates (Schedule A & Schedule B) to arrive at final schedule rate which will form the part of the contract.*

*Please refer uploaded price break up schedule.*

**Note:**

- a.** Decimal not to be quoted.
- b.** The % of quoted in the price bid shall be uniformly applied to all Price Bid slab rates. (For Schedule A & Schedule B)
- c.** Price Bid Slab rates (Schedule A, Schedule B and destination charges D) are exclusive of GST.
- d.** No individual slab rate discount is permitted.
- e.** Reverse Auction will be conducted on Lump Sum offer in price bid (incl GST)
- f.** Bidder to submit the final price breakup as per Price Bid (Section VI) on same day of completion of RA.

SI No	Description	Amount excl GST INR	GST INR	Amount incl GST INR
1	2	3	4	5
A	Lump Sum offer for Schedule A & Schedule B (including destination charges) with GST in INR	(This value should be entered in GEM portal as total price)		
B	Projected cash flow for contract duration for Schedule A	₹ 1,67,30,136	0	₹ 1,67,30,136
C	Projected cash flow for contract duration for Schedule B	₹ 59,38,594	₹10,68,947	₹ 70,07,541
D	Destination Charges(D) consolidated per AWB is fixed at Rs.2/KG subject to a minimum of INR. 4500.	₹ 10,31,569	₹ 1,85,682	₹ 12,17,251
E	Projected cash flow for contract duration for Schedule A & Schedule B (including destination charges) with GST in INR	₹ 2,37,00,299	₹ 12,54,629	₹ 2,49,54,928
F	% Difference between Offered price(excluding destination charges) and BHEL Estimate (excluding destination charges) F = ((A-D5) -(E5-D5))/ (E5-D5) %	Will be calculated based on lumpsum price quoted by Bidder (excluding destination charges)		
	The above percentage will be applied uniformly on all rate schedules (Schedule A and Schedule B) except destination charges which are kept fixed at ₹2/KG subject to a minimum of INR. 4500. for example: if the % difference between projected cash flow and lump sum offer is 10% then all sch rates will increase by 10 % similarly if the % difference between projected cash flow and lump sum offer is -10% then all sch rates will decrease by 10%			



**SECTION –VII**  
**CERTIFICATE OF NO DEVIATION**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

---

To,

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

Dear Sir,

Subject: No Deviation Certificate

Ref: 1) GeM Bid No: GEM/2025/B/ 6290941  
2) BHEL tender ref no : **RE/MUM/IMP/AC/IA-2509**  
3) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:

Place:

**Annexure A**  
**LETTER OF AUTHORISATION FOR SUBMISSION OF TENDER**

To be submitted on Company letter Head

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr. .... , whose signature given below herewith to be Authorized Person of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, in connection with GeM Bid No: GEM/2025/B/6290941 dated 02.07.2025 and BHEL Tender Ref no: RE/MUM/IMP/AC/IA-2509 dtd 02.07.2025

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said Authorized Person and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF, the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr. .... (Authorized Person)

Attested by: Director/CMD/Partner/Proprietor

Witness

(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"><li>1. Name of the Company</li><li>2. Name of Bank</li><li>3. Name of Bank Branch</li><li>4. City / Place</li><li>5. Account Number</li><li>6. Account type</li><li>7. IFSC code of the Bank Branch</li><li>8. MICR Code of the Bank Branch</li></ol>	<p>Information of Bank Account of the Company duly endorsed by Bank</p>

Signe of Authorized Signatory

Date:

Stamp & Seal

Note: The above will be used for release of EMD.

**Annexure-2 Unit Import Request form for pickup of cargo on Ex-works and delivery by supplier on FCA Airport.**

**Note:** 1] ODC-Any single dimension of a package that is beyond size **318cm(L)x225cm(w)x160cm(H)** will be treated as ODC. 2] This import request form should be given to ROD only after final packing of cargo by supplier, ready for delivery to airport terminal for FCA airport and ready for pick up on Ex- works basis.

Sn.	विवरण/ Description	विवरण/ Details
1	पीओ संख्या/ PO No	
2	परियोजना का नाम और एडी कोड / Project Name & AD Code मूल्यांकन का तरीका: डीईईसी/मेरिट/ईपीसीजी/डिफ सर्टिफिकेट Mode of Assessment: DEEC/MERIT/EPCG/Def Cert.	
3	पीओ . के अनुसार शिपमेंट की शर्तें/ Terms of Shipment as per PO	एफसीए एयरपोर्ट / ईएक्स डब्ल्यू FCA Airport/ EX-works
4	आपूर्तिकर्ता संपर्क व्यक्ति का नाम/ Supplier Contact Person Name	
5	आपूर्तिकर्ता संपर्क ईमेल/ Supplier Contact email	
6	आपूर्तिकर्ता संपर्क फोन/ Supplier Contact phone	
7	कार्गो/तैयार को सौंपने की अपेक्षित तिथि Readiness of cargo in case of 1] Exworks Factory 2] Expected date of Handing over of cargo by supplier to Airport terminal in case of FCA Airport	
8	एलसी खोला गया (हां/नहीं) LC opened (Y/ N) यदि हां, एलसी के अनुसार शिपमेंट की नवीनतम तिथि If yes, Latest date of shipment as per LC In case of Exworks is there restriction of Airport as per LC.	
9	आंशिक वितरण/पीओ की पूर्ण सुपुर्दगी Part delivery/ Full delivery of PO	
10	पैकिंग सूची / सेमी . में आयाम Packing list /Dimension in Cm	
11	शिपमेंट का सकल वजन Gross weight of shipment	
12	शिपमेंट के लिए तैयार पैकेजों की संख्या/ No of packages ready for shipment:	
13	पैकेज के प्रकार: Type of packages:	लकड़ी/गत्ते का डिब्बा/स्टील/गत्ता आदि Wooden/ carton/ steel / cardboard etc
	आपूर्तिकर्ता पुष्टि करता है कि पैकेज है/ Supplier confirms that package is :	झुकाने योग्य / गैर झुकाने योग्य Tilttable / Non tilttable
	आपूर्तिकर्ता पुष्टि करता है कि पैकेज है/ Supplier confirms that package is	स्टैक सक्षम/ Stackable गैर स्टैक सक्षम/ Non - Stackable
	आपूर्तिकर्ता पुष्टि करता है कि पैकेज है/ Supplier confirms that package is :	गैर खतरनाक/ Non Hazardous
	आपूर्तिकर्ता पुष्टि करता है कि पैकेज है/ Supplier confirms that package is :	गैर-रेडियोधर्मी कार्गो/ Non-Radioactive cargo
	आपूर्तिकर्ता पुष्टि करता है कि पैकेज है/ Supplier confirms that package is :	ओडीसी शिपमेंट/ गैर ओडीसी शिपमेंट ODC Shipment/Non-ODC Shipment
14	कार्गो के स्थान का पता/ Address of location of Cargo	
	जहां आवश्यक हो रद्द करें/ Strike off wherever necessary.	
15	उपरोक्त विवरण पीओ प्रति के साथ प्रदान किया जाना है Above details to be provided along with PO copy	
16	<p>हम पुष्टि करते हैं कि उपरोक्त जानकारी सत्य और सही है और जिसका विवरण आपूर्तिकर्ता से प्राप्त होता है</p> <p>We confirm that the above information is true and correct and details of which is received from supplier.</p> <p>We confirm that we have explored the possibility of moving the cargo on CIF Mumbai basis.</p> <p>We confirm that we have explored the possibility of bringing the cargo (single packages of &lt;30Kgs) directly to unit/site by courier mode in case where no exemption or duty benefit is availed.</p> <p>We certify that cargo is ready and LC (if applicable) is available with supplier and supplier is ready to deliver the cargo at airport (FCA Airport incoterm) and for pickup (Ex-works incoterm)</p> <div style="display: flex; justify-content: space-between;"> <div> <p>हस्ताक्षर/ Signature:</p> <p>नाम &amp; पद/ Name &amp; Designation:</p> <p>इकाई/ Unit :</p> </div> <div> <p>हस्ताक्षर/ Signature:</p> <p>नाम &amp; पद/ Name &amp; Designation:</p> <p>इकाई/ Unit :</p> </div> </div>	

## List of Unit Coordinators

Sn	BHEL mfg. Unit (consignee)/ROD	GST no. of consignee	Contact Person	Email	Phone No.
1	ROD Mumbai	27AAACB4146P3ZD	Group Email	msair@bhel.in	Refer General Info.
2	Hyderabad	36AAACB4146P1ZG	Mr Indrasena	indra@bhel.in	9059191954
			Mr. Ravi Kumar R	ravivenus@bhel.in	9640058999
					04023182341
3	HEEP Haridwar	05AAACB4146P1ZL	Mr Gaurav Tomar	gauravt@bhel.in	8475010110
			Mr Priyanka Patel	ppriyanka@bhel.in	9719626300
			Mr Ashish Gupta	gupta.a@bhel.in	9410395860
4	CFFP Haridwar	05AAACB4146P1ZL	Mr Arpit Gupta	arpitg@bhel.in	7408408831
			Mr Vikas Verma	vikas@bhel.in	8874200819
5	Bhopal	23AAACB4146P1ZN	Mr Madhurendra	madhurendra@bhel.in	8349386133
			Ms Neha Singh	nehasingh@bhel.in	9406906044/ 0755-2502499
			Group Email	mmfe.bpl@bhel.in	
6	Jhansi	09AAACB4146P2ZC	Mr C P Joshi	cpjoshi@bhel.in	9489390294
			Mr. Rajeew Ranjan	rrajeew.s@bhel.in;	09487669022
7	R & D Hyderabad	36AAACB4146P1ZG	Mr Mahesh Milkuri	maheshm@bhel.in	9908961921
8	Varanasi	09AAACB4146P2ZC	Mr Shaureshwar Bharadwaj	shaurya@bhel.in	9792875111
9	Heavy Plates Varanasi	09AAACB4146P2ZC	Biswajit Rath	jrs@bhel.in	7540067602 04172284007
			B Srinivas	srinivasbitra@bhel.in	7799656111 08916681432
10	PSWR Nagpur	27AAACB4146P1ZF	Mr Subhransu Moharana	moharana@bhel.in	9425402649
11	EDN Bangalore	29AAACB4146P1ZB	Mr R Santhosh	santhoshr@bhel.in	9611985828
			Mr P Jaipuriyar	jpuriyar@bhel.in	9410395849
12	Jagdishpur	09AAACB4146P2ZC	Mr. Pankaj Kumar Mishra	pankajkumar.mishra@bhel.in	7351561122

## Contractors Daily Status Report of Shipments planned

sn	Import request received date	Unit	PO No	Supplier Name	Terms of Despatch ( PO incoterm)	Load AirPort	Booking Movement/Remarks	HAWB no.	Flight ETA	Airlines with MAWB	Do release Date	Invoice no.	Invoice amount with GST
1		BANGALORE	4400031832	India Electronics Pte Ltd	EXW	SINGAPORE	23.10.2021: We received booking from BHEL, but awaiting correct shipper contact details. 09.11.2021 - 18.11.2021: Shipper details share for singapore whereas shipment belong to USA. 23.11.2021: We received correct PO and confirm AOL. 26.11.2021; Shipper confirm the shipment belong to mumbai airport. 29.11.2021: Cargo pick-up was done. 30.11.2021: Cargo arrived at agent warehouse and awaiting flight schedule. 02.12.2021: Said shipment booked on 9th Departure. 04.12.2021: Shipper club the Po no. 4000059727 with current shipment.						
3		HYDERABAD	R621P00035	SUNAG CORPORATION	FCA Atlanta	USA	10.11.2021: We received booking from agent. 12.11.2021: Awaiting confirmation from BHEL to proceed. 15.11.2021: We received confirmation to proceed with subject shipment. 29.11.2021: Warehouse details is shared with shipper.						
4		BHOPAL	1605E38	HYD&AU FLUID Service Comptabilité	FCA ROISSY	FRANCE	15.11.2021: We received nomination from consignee. 17.11.2021-22.11.2021: cargo is not ready with shipper and once its ready he will contact us. 30.11.2021: We received cargo readiness confirmation from shipper. 02.12.2021: Awaiting space confirmation from airlines.						

**15.7.10.1.1.1 Covering Letter Format (to be attached in triplicate) along with bill set:-**

SI No	Docket No	Unit Code	HAWB No	Invoice No	Invoice Date	Invoice Amount

**15.7.10.1.1.2 Statement of Facts Format – To be submitted with bill duly endorsed by contractor:**

STATEMENT OF FACTS				
DOCKET NO.				
PO No.				
INVOICE NO. & Date				
MODE OF SHIPMENT	FCA	FOB	EX W	AS PER PO
NO. OF PACKAGES				
CHARGEABLE WEIGHT (KG)				
DATE OF RECEIPT OF CARGO AT ORIGIN				
CARGO RECEIPT PROOF ENCLOSED	YES /NO			

**Documents Enclosed:**

1	M/s _____ Invoice	YES /NO
2	Signed HAWB duly endorsed by FF	YES /NO
3	PO Copy	YES /NO
4	Supplier Invoice	YES /NO
5	Packing List	YES /NO
6	Cargo HO proof document	YES /NO
7	CAN copy	YES /NO
8	IGM screenshot from Icegate	YES /NO
9	Exchange Rate certificate	YES /NO
10	Pre-alert Email	YES /NO

**15.7.10.1.1.3 Along with bills, contractor is also required to submit data pertaining to bills in excel format also.**

DOCKETNO	PONO	FLIGHT NO	FLIGHT DT	UNIT CODE	PACKAGES	HAWB NO	HAWB DT	LOAD PORTID	LOAD PORT
1	2	3	4	5	6	7	8	9	10

AGENT ID	AGENT NAME	AIRLINE	INVOICE NO	INVOICE DT	INVOICE AMT	GROSS WT	CHGB WT	INC ID
11	12	13	14	15	16	17	18	19

INCO TERM	SHIPTYPE ID	SHIPMENT TYPE	CURRENCY	EXRT CLAIMED	LOTNO	TRANSIT START DT	PREALERT_DATE
20	21	22	23	24	25	26	27

### Estimated Volume / load envisaged for the tender

Country	Sum of Gross Weight (Kg) Slab wise							Total Wt. (Kg)	No. of Shipments
	Minimum	Slab 1	Slab 2	Slab 3	Slab 4	Slab 5	Slab 6		
Austria							41073	41073	6
France			235		5231	3785	24471	33722	28
Germany	512	100	330	260	2677	3549	2372	9799	47
Italy	203	50	156	241		1673		2324	19
Japan					526		13017	13543	6
Netherlands					707			707	2
Singapore	5							5	1
Sweden							5852	5852	1
Switzerland	56		280		579			915	9
UK	34		351					385	8
USA	521	45	1075	1118	3996	3168	1146	11068	81
<b>Total</b>	<b>1331</b>	<b>195</b>	<b>2428</b>	<b>1618</b>	<b>13715</b>	<b>12174</b>	<b>87930</b>	<b>119392</b>	<b>208</b>

**Note:**

1. The country wise Volume/load pattern given is tentative which will be used for evaluation of the tender. The actual load pattern to be followed under the contract may, however differ. **BHEL does not guarantee the Volume /load or the load pattern**. In case of drop in volumes/load or insufficient work, contractor will not be entitled for any compensation from BHEL on this account.



**Annexure-B**

**DECLARATION REGARDING CONFLICT OF INTEREST**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

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To,

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

Dear Sir,

Subject: **Treatment of cases regarding conflict of interest**

Ref: 1) GeM Bid No: GEM/2025/B/ 6290941  
2) BHEL tender ref no : **RE/MUM/IMP/AC/IA-2509**  
3) All other pertinent issues till date

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.**

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:

Place:

**SECTION- VIII**

**INTEGRITY PACT (Annexure-C)**

**Between**

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

**and**

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

**Preamble**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

#### **Section 4 - Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

#### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors**

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his subcontractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

#### **Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-

contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

## Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

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For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place----- Date-----

Witness:-----

Witness:-----

(Name & Address) -----

(Name & Address) -----

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