



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

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

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

No.RE/MUM/EXP/EA-2028

Date 22/03/2020

To,

M/S. _____,

Dear Sirs and Madams,

Sub: Air freighting of cargo from FCA Berlin / Frankfurt Airport, Germany to Dhaka Airport, Bangladesh and further transportation up to MSTPP Rampal Site, Bangladesh on DDP basis.

BHEL, a Power Equipment Manufacturing Company, intends to export Engineering cargo. Your most competitive offer is invited for the subject transportation in line with the terms and conditions placed in the tender specification. BHEL invites offers for movement of above mentioned cargo. The tender comprises of:

- | | |
|--|-----------------|
| (1) Gist Of Information | - SECTION - I |
| (2) Scope of Work | - SECTION - II |
| (3) Instruction to bidders | - SECTION -III |
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| (5) General Terms and Conditions | - SECTION -V |
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| (7) Price Bid | - SECTION –VII |
| (8) Compliance Letter and Integrity Pact | - SECTION -VIII |

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for One month for acceptance from the due date of tender. Tender should be submitted stated in “Instruction to bidders – Section - III”. The technical offer should comply with the all tender requirement. **The offers with any deviation will be rejected and the price bid of the bidder will not be opened.**

REVERSE AUCTION WILL BE CONDUCTED FOR THIS TENDER.

Thanking you,

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

-SD-

Dy. Manager (Exports)

Encl: Section I to VIII

**SECTION I
GIST OF INFORMATION**

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

In this regard Please Note below table:

Sno		
1	BHEL ROD Mumbai adress:	
	Contact person:	
	Ms. Julie Srivastava, AGM, Material services	Contact no: 022-22171340 E-mail: julie@bhel.in
	Mr. Saket Bharadvaj, Dy. Mgr (Exports)	Mob: 9619422502 E-mail: saket@bhel.in
	Mr. Amit Kumar, Sr. Engineer (Exports)	Mob: 9884657089 E-mail: amitkumar.s@bhel.in
	Office Address:	
	Regional Operations Division	
	BHARAT HEAVY ELECTRICALS LTD.,	
	14/15th Floors, Centre-1, World Trade Center,Cuffe Parade, Mumbai, Maharashtra, India Ph No. 22171371	
	2	Terms of Delivery:
3	Load Airport:	Berlin/ Frankfurt Airport, Germany on FCA basis
4	Discharge Airport	<u>Dhaka Airport , Bangladesh</u>
5	Road Transport	<u>Road transport from Dhaka airport to MSTPP Rampal Site, Bangladesh</u>
6	Quantum of cargo	34070 kg
7	Transit Time	10 days
8	Description of cargo	Oil Module Packages
9	Value of Cargo to be shipped	USD 9,71,854 /--
10	EMD amount	INR 11,42,560 /-
11	Due date & Time of submission of EMD & Tender	31/03/2021 till 15:00 Hrs

12	Date and time of opening of (Technical) Part I	31/03/2021 15:05 Hrs
13	Date and time of opening of (Price) Part II	will be intimated later via eprocurebhel.co.in portal
14	Submission Guideline	Please refer section III of tender document

Offers received after due date and time shall not be considered.

Sign and Seal of the Bidder

**SECTION – II
SCOPE OF WORK**

Load Airport: Berlin / Frankfurt Airport, Germany.

Cargo will be handed over by supplier (M/s VDL Delmas GmbH) on FCA basis.

Discharge Airport: Dhaka Airport, Bangladesh.

Destination: M/s MSTPP Rampal Site, Bangladesh on DDP basis. Transportation from Dhaka Airport to Rampal site to be done via road.

Cargo Description: Oil Module package for Maitree Unit 1, **HSN Code: 84798960**

The tentative packing list is detailed below:

Item Description	Cargo Dimensions and weight			
	Length (cm)	Width (cm)	Height (cm)	Gross Wt (Kg)
Oil Module Package for Maitree Unit -1	760	380	405	19800
	560	280	290	10800
	460	110	140	3470
				34070

Note: The above details are based on preliminary list of packages. However, shipment shall be as per actual dimensions. The cargo volume / Gross Weight of the cargo may undergo change. The variation in volume / weight will be +/- 5%.

Cargo is non- stackable and non- tiltable.

Cargo is non- hazardous.

Cargo must be shipped in one lot and through single AWB.

Please note below table for contact details and necessary address.

Sno	Name and Address	Phone Nos. & Email
	BHEL, Bangladesh Office contact details:	Mr. N.N. Sarkar, GM, MPEG(IO) BHEL
1	Dhaka Office	Ph: +8801678320704

	for issue of documents like Commercial invoice / packing list / COO / insurance certificate/ Bangladesh insurance policy/ progress report	<u>Email: nnsarkar@bhel.in</u>
2	Maitree Site Office for delivery and delivery acknowledgement	<p>Site In charge/Bangladesh –India Friendship Power Company (Pvt) Limited Ph: +880- 1678582823</p> <p>2x660 MW Maitree Super Thermal Power Project, PO-Kalekharber, Union-Rajnagar,</p> <p>Upajila-Rampal, Dist: Bagerhat-9343, Bangladesh</p> <p>Managing Director, Bangladesh – India Friendship Power Co. Pvt. Ltd., Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh.</p> <p>-----</p>
3	Notify Party /Consignee	<p>DGM(C&M)</p> <p>Bangladesh – India Friendship Power Co. Pvt. Ltd., Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka- 1217, Cont: +880-1678582831</p> <p>Email: <u>epcmainplant@bifpcl.com</u></p>
4	Supplier details	<p>M/s VDL Delmas GmbH</p> <p>Warmetauscher + Kuhlanlagen</p> <p>Klenhorststr . 59. D-13403, Berlin</p> <p>Cont. Details:</p> <p>Mr. Jorg Nelius</p> <p><u>Email: joerg.nelius@vldelmas.de</u></p> <p>Tel: +49 (0) 30 438092-0/-26</p>
5	Contact person in BHEL Haridwar	<p>Amit Singh, Manager (PPX/BOI) BHEL, Haridwar, India. Email: <u>amitksingh@bhel.in</u> Ph: 7830001050</p>

Contact person in IO Delhi	Yugank Sharma, Dy. Manager,
	Maitree Export project Group,
	International Operations Division
	Bharat Heavy Electricals Limited,
	New Delhi, India-110003
	Mob:+91-9312345051, Tel: +91-11-41793376
	Fax: +91-11-24367130

The scope of work covers the following:

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

- 1) Contractor has to provide Load Airport and Overseas Agent details by end of next day from receipt of LOA.
- 2) Contractor has to Maintain close coordination with our supplier M/s VDL Delmas GmbH regarding readiness of cargo. Tentatively cargo will be ready for dispatch by 10.04.2021.
- 3) Cargo will be handed over by our supplier on FCA Berlin/ Frankfurt basis. Custom Clearance of cargo at load airport will be in supplier (M/s VDL Delmas GmbH) scope.
- 4) Contractor is required to make necessary bookings with airline **only after consultation with suppliers regarding readiness of cargo. The necessary bookings with airline must be done only after approval from M/s BHEL, compliance in this regard is mandatory.**
- 5) **The shipment has to be made in single lot and through single AWB.**
- 6) **Final AWB will be issued by freight forwarder to M/s VDL Delmas Germany only after getting confirmation on draft AWB from them.**
- 7) **All Import in Bangladesh for M/s MSTPP shall be in the name of BIFPCL and such imported materials shall be exempted from payment of custom duty.**
- 8) The contractor has to inform any document necessary by airline / airport authority at load airport within 02 after receipt of LOA.
- 9) Contractor has to ensure that the cargo / contents are securely packed and fit for air freight. In case cargo appear to be damaged by any mean then contractor has to intimate BHEL immediately.
- 10) The contractor shall receive the cargo and on receipt of cargo the contractor shall send PRE-ALERT indicating the BHEL 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.
- 11) 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.

- 12) To do the weighment, X-ray and other formalities as and when required by the airline cargo official.
- 13) **All /FSC/ Airline/MCC/War risk/security stamp/cartage/screening and any other charges if applicable are inclusive of above freight. Only GST shall be payable extra if applicable as per provisions.**
- 14) **AWB, HAWB & Other Documents charges, processing charges due Agent (Pre Carriage charges to be included in cost. No additional/ miscellaneous charges shall be payable in any case.**
- 15) Any warehousing charges at the load airport should be borne by contractor, hence close coordination with supplier is essential.
- 16) Loading of cargo onto aircraft will be in contractor responsibility, cargo safety must be ensured during all operations.
- 17) The contractors must be approved by the **International Air Transport Association.**
- 18) Contractor has to track and provide the routing of the cargo movement schedule for shipment on each day.
- 19) Copy of cargo tracking sheet downloaded from airline web site/cargo tracker websites or certificate/letter/CAN from Airline stating that the cargo reached at discharge airport with date shall be submitted to BHEL.
- 20) The Original AWBs and 02 nos. certified true copies of non-negotiable AWBs to be issued to BHEL.
- 21) To arrange for certificates from the airlines as required by BHEL to meet L/C requirements if required.
- 22) Contractor will follow all local laws / acts / rules prevailing in Transit while transporting the cargo without any liability to BHEL and indemnify BHEL from any mishap / claims while undertaking the work.
- 23) The contractor has to inform in advance all the necessary documents required for custom clearance at discharge airport within 02 days of receipt of LOA. Any charges associated with delay in collecting documents or any other delay in IGM filing, IGM error/amendment shall be in contractor's account.
- 24) All material handling at discharge port and warehousing charges will be in contractor scope. Contractor has to provide at least 01 no of free days at discharge airport. In case goods has to be warehoused at discharge airport beyond no of free days provided by Airport Authority, due to reason attributable to BHEL, then warehouse charges **if any** (demurrage) will be reimbursed by BHEL provided contractor is providing payment invoice corresponding to warehouse charges and published tariff. However any warehouse charges (demurrage) attributable to contractor shall be recovered from their bills.

- 25) The Custom clearance of cargo at the discharge airport will be in contractor scope. **All Import in Bangladesh for MSTPP shall be in the name of BIFPCL and such imported material shall be exempted from payment of Custom Duty.** The Bidder should do the necessary coordination/liaison work to get the **Duty exemption Certificate** in time with them without any delay. **However, any other taxes/ duties/ cess/VAT on C&F charges/river dues/global tax etc, if applicable shall be included in offered price by the bidder, no charges with respect to this will be reimbursed by BHEL.**
- 26) **Delivery order to be issued by contractor / agent against the BRO/ Bank endorsed AWB copy** without insisting on original AWB.
- 27) All associated cost with respect to **material handling** up to M/s MSTPP rampal site will be in contractor scope.
- 28) Transportation of cargo up to project site is in contractor scope. Suitable vehicle must be chosen as per nature of the cargo ensuring safety of cargo and compliance of local road transportation rules and regulation.
- 29) M/s BHEL will not have any liability and contractor has to indemnify BHEL from any mishap / claims while undertaking the work.
- 30) All transportation charges including toll tax, challan, any other statutory charges/ levies applicable/ incurred during road transport will be in contractor scope.
- 31) **Unloading of the cargo at the MSTPP Rampal Project site warehouse will be done by representative of PSER BHEL. The contractor has to report to M/s BHEL immediately upon reaching project site.**
- 32) **The above mentioned scope of work is not exhaustive and bidder has to perform any other necessary task to enable dispatch of cargo at project site from load airport.**
- 33) **No dead freight will be paid by BHEL under any circumstances and coordination with supplier, contractor and airline is must to avoid the same.**
- 34) Insurance up to site shall be arranged by BHEL/consignee. However the Contractor to ensure
- a) Lodging of first information to the underwriters and the other parties to protect BHEL's claim as required.
 - b) Immediate forwarding of information as required to enable us for lodging the claim with the Underwriters.
 - c) Lodging of protest/claims with the carrier in case the damages reported at the time of discharge/Transportation.

SECTION III

INSTRUCTIONS TO BIDDERS
GUIDELINES FOR OFFER SUBMISSION:

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

Name: R. Inchara
Email ID: inchinchu@gmail.com
Phone no: 8553226267

5. The tender documents comprise the following:-

- (I) EMD: The EMD to be submitted through NEFT/RTGS. The fund may be transferred to the following account.
BHEL Bank Account details:
NAME: Bharat Heavy Electricals Limited
Bank & Branch: State Bank of India, Cuffe Parade Branch
Account No: 10783155482
IFSC Code: SBIN0005345

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

- (II) Part-1 – Techno Commercial Bid.
All required documents must be submitted on the portal.
- (III) Part-2 – Price Bid
Must be quoted in BOQ format provided at the portal.
Format of price bid must not be changed.

SECTION IV
SPECIAL CONDITIONS

1. The House Airway Bills shall be prepared as per contracted freight rates of this tender and indicate the details as required by IATA Rules and Regulations viz. Departure Airport, Consignee' name and address, Case Markings, Commodity descriptions, actual measurements and weights, freight payment terms stipulated in work order etc.
2. **TRANSIT PERIOD: Total transit period is 10 days. The transit period shall start from next day handing over of cargo on FCA basis by supplier.** The confirmation via mail from freight forwarder/ agent will be considered in this regard. **The transit end date will be date of arrival of entire cargo at Rampal project site as per scope of work** (As per MRC/certification by BHEL).

However transit time shall be exclusive of

(a) Any delay in custom clearance at discharge port Bangladesh for any documentation required from BHEL.

(b) Any delay in unloading of cargo at Site.

For delay beyond the transit time the transit penalty will be levied.

3. The shipments have to be freighted in the prevailing situation of COVID 19. No condition of delay/ transit penalty on grounds of COVID 19 will be entertained. Shipments have to be done in its stipulated time frame in the existing conditions only.
4. **TRANSIT PENALTY:** For delay beyond the stipulated period, BHEL shall deduct penalty as 1% of the total contract value for each day of such delay subject to a maximum of 10% of the total contract value and shall be adjusted from the contractor's bill. As per provision of the govt. GST will be applicable on the penalty as well.
5. The contractor should ship the entire cargo in the same flight.
6. Billing by contractor should be done as per the work order rates, payment terms and conditions.
7. The successful bidder will be required to provide the names and address of their offices or names and address of the offices of associates at the discharge Airport.
8. **PAYMENT TERMS:**

All payment will be made in INR.

Payment of 100% of relevant schedule of Price bid schedule including GST if applicable.
Deduction of applicable penalty, if any, as per contract terms & conditions along with applicable GST on penalty.

Receipt of following documents within 30 days, supporting documents with GST compliant Invoice:

- a. Invoices.
- b. AWB copy.
- c. Proof of handing over of cargo (mail from agent/ freight forwarder)
- d. Proof of date of cargo reached at destination (MRC/ certification by M/s BHEL)
- e. Copies of import documents filed with Bangladesh customs along with commercial invoice.
- f. Payment will be released through electronic transfer (RTGS/NEFT) directly to your bank, The Bidder would be required to submit E- mandate certified by bank for receiving the payments.

For billing purpose, SBI TT Selling between INR / USD exchange rate on the date of landing of aircraft at destination port will be taken. If same is on holiday then SBI TT Selling between INR / USD exchange rate of previous working day will be considered.

9. Taxes & Duties on payments :

- (a) GST will be paid extra as applicable
- (b) TDS will be recovered from bills as per the rules prevalent.
- (c) Contractors Invoice shall indicate BHEL GSTIN no.: **27AAACB4146P1ZF**.
- (d) Invoice having incorrect GSTIN no will have to be rectified by contractor. Financial liability if any for incorrect GSTIN no will be borne by contractor.

10. Billing Address: BHEL ROD Mumbai, 15th floor, World trade Centre- 1, GD Somani road, Cuffe parade, Mumbai City, Maharashtra-400005

11. VALIDITY: The contract shall be valid till all the cargo received at loading airport are shipped under the contract and delivered at rampal project site as per delivery terms.

12. GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor.

13. The rates offered shall be in Indian Rupees and will be inclusive of Taxes, Airway line/Carrier Misc charges (MCC), War Risk Charges /Security Stamp Fees/Security Fee, Cartage Charges and Screening charges at load airport and discharge airport.

14. Fuel Surcharge (FSC) :. Fuel surcharge shall not be paid additionally. It is included in freight.

15. Airwayline/Carrier Misc charges (MCC): to be included in freight

16. War Risk Charges /Security Stamp Fees/Security Fee: to be included in freight

17. Cartage Charges: at load airport and discharge airport to be included in freight
18. Screening charges: at load airport and discharge airport to be included in freight.
19. The offers of the bidders who are on the banned list/Suspended in BHEL and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The lists of the banned firms are available on BHEL website www.bhel.com on “supplier registration page”.
20. "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 <http://www.bhel.com/index.php/vender>.
21. **Bidders must go through Guidelines for suspension of business dealings/Reverse Auction. Guidelines for suspension of business dealings/Reverse auction with suppliers/contractors are available on website <http://www.bhel.com/index.php/vender>**

Sign and Seal of the Bidder

SECTION V
GENERAL TERMS AND CONDITIONS

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

- 1.1 “COMPANY” shall mean Bharat Heavy Electricals Limited, in short BHEL, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- 1.2 “CONTRACTOR” shall mean the individual, or firm or Company or LLP who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. “CONTRACTOR” shall also mean “AGENT” or “CARRIER” or “TRANSPORTER” or

“MTO” or “FREIGHT FORWARDER “OR “BARGE OPERATOR” or “Successful Bidder” where the context so requires.

- 1.3 "SITE" shall mean the place or places, including Discharge Port or Project store or any other place/location, as specified in the contract, at which the Cargo/ equipment are to be delivered and services are to be performed as per the specifications prescribed in the contract
- 1.4 The "CONTRACT" or "CONTRACT DOCUMENT" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Company and the Contractor together with the documents referred to therein including the work order, LOA, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL ROD MUMBAI.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 “VALIDITY OF THE CONTRACT” The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the Bidder. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
- 1.10 “COMPLETION OF THE CONTRACT” The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Bidder with no claim on either side.
- 1.11 “CARRIER/SHIPPING/TRANSPORTATION” shall mean the shifting/carrying Cargo by using ships, barges, tempo, trucks, trailers (mechanical /hydraulic), dolly, heavy duty railway

equipment wagons, aircraft and all other transportation means which shall be arranged by the Bidder for executing the work.

- 1.12 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Bidder / Bidder.
- 1.13 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.
- 1.14 LOT: Supplies which are shipped on single voyage/Flight of each Flight/Flight/Barge/Aircraft arranged by bidder/ supplier.
- 1.15 PROJECT CARGO: Shall mean any cargo comprising of equipment, fabricated items, and components of the manufactured equipment / system of: Mechanical, Electrical, Instrumentation & Control, Electronics, Metal structures / pipes, Large/ Heavy Engineering machinery, transformer oil, Resins, insulation material , hardeners etc or a mix thereof, Items used in power plants, transported as a containerized shipment and breakbulk shipment during the course of national or international transportation or exportation-importation.
- 1.16 Non Heavy Lift Cargo means General cargo and ODC i.e cargo that does not fall under definition of heavy lift.

2 ISSUE OF NOTICE:

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

3 COMMENCEMENT OF WORK:

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

4 DISCREPANCY AND CONTRADICTION

- 4.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.

- 4.2 In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, UNIT HEAD-ROD BHEL or his authorized representative shall be the deciding authority with regard to intention of the contract.

5 INVOICES AND PAYMENTS

- 5.1 The Bidder will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 5.2 The successful bidder shall furnish proof of GST registration with GST Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/work.
- 5.3 Bidder to intimate immediately on the day of Export of Goods to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances. Postal address and email ID shall be intimated later.

Portal Address – Shall be intimated later and Email Address – Shall be intimated later.

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.

- 5.4 In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.
- 5.5 Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- 5.6 Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
- 5.7 Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 5.8 In case of LD recovery the applicable GST shall be also be recoverable from the suppliers.
- 5.9 **The cargo dimensions/weight may vary. Payment will be made as per Freight rate per KG and chargeable weight quoted in price bid, however in case of variation in packing list**
- a. **In case of any negative variation in any of dimensions / weight, payment will be made as per Freight rate per KG and actual chargeable weight mentioned in air way bill (AWB).**

- a. The Bidder shall comply with all Laws, Statutory Rules, and Regulations etc. The Bidder shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law of load port country / transit country/ discharge port country for smooth execution of the Contract..
 - b. The Bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract in load port country/transit country/ discharge port country.
 - c. The Bidder shall be responsible for the proper behavior and observance of all applicable regulations by the staff employed in load port country/transit country/ discharge port country.
- (h) **SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:**
- a. All safety rules, codes applied by BHEL/its customer at site shall be observed by the Bidder and his workmen without exception. The Bidder shall be responsible for the safety of the equipment/materials and work to be performed by him.
 - b. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to property. If the bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, bidder shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
 - c. The Bidder shall insure his workmen against all accidents and the policy shall be presented to BHEL on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person during execution of the contract due to lapses by the bidder, the victim and/or his/her dependents shall be compensated by the bidder as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on bidder and recover the same from payments due to the bidder for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the bidder for presenting his case. Above safety conditions are not exhaustive but gives an idea for the bidder and bidder shall adhere to all safety precautions warranted for the execution of the contract.
 - d. 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.
- (i) **INSURANCE:**
- a. BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).

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

(j) **FORCE MAJEURE:**

The following shall amount to force majeure conditions:-

- a. Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion, insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Bidder has no control.
- b. If the Bidder suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the Bidder to BHEL within 14 days from the date of occurrence thereof.
- c. The Bidder by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- d. Force Majeure conditions will apply on both sides.

(k) **PREVENTION OF CORRUPTION:**

- a. Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- b. BHEL shall be entitled to cancel the contract and to recover from the Bidder the amount of any loss resulting from such cancellation, if the Bidder has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favor or disfavor to any person in

relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Bidder in relation to this or any other contract with BHEL.

(l) SETTLEMENT OF DISPUTE

- a. Except as otherwise specially provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the GM ROD of BHEL subject to a written appeal by the Bidder to the GM ROD whose decision shall be final to the parties hereto.
- b. Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.
- c. If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause below.

(m) ARBITRATION

- a. If Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator i.e Head , BHEL, ROD, Mumbai or nominee appointed by him in writing. There will be no objection if the arbitrator so appointed is an employee of BHEL.
- b. If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, BHEL, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.
- c. The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- d. The arbitration shall be conducted in line with the provisions Indian Arbitration and Conciliation Act, 1996. or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force
- e. It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator

may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.

- f. The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- g. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- h. The place of Arbitration will be BHEL, ROD office, Mumbai.

- i. **In case of contract with Public Sector Enterprise (PSE) or a Government Department:** In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

(n) LAWS GOVERNING THE CONTRACT:

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

(o) SHORT – LANDED OR DAMAGED GOODS.

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

(p) REQUIREMENTS OF PERFORMANCE.

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

(q) INDEMNITY:

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

(r) SECURITY DEPOSIT

- a. Successful bidder shall submit 5% of the total contract value as security deposit within Five days of issue of LOA for the contract. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit
- b. Security deposit may be made in any of the following ways:
 - i. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

- ii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bidder to obtain the proforma for Bank Guarantee format from BHEL on issue of LOA.
- iii. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).
- iv. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

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

- c. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Bidder or recovered from payment/s due to the Bidder.
- d. The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. 19.2.3 and 19.2.4 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after one **(1) month** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

(s) EARNEST MONEY DEPOSIT:

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

NAME: Bharat Heavy Electricals Limited
Bank & Branch: State Bank of India, Cuffe Parade Branch
Account No: 10783155482
IFSC Code: SBIN0005345

- b. EMD of the Bidder will be forfeited if:
 - c. After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - d. The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract
 - e. If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
 - f. EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.

- g. EMD of successful bidder will be adjusted towards part of the security deposit.
- h. EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder. Bidder must submit E-mandate certified by bank for return of EMD.
- i. EMD shall not carry any interest.
- j. In case total EMD amount is more than Rs.2 Lakh, the amount in excess of Rs.2 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

(t) DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

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

21. BHEL FRAUD PREVENTION POLICY:

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

22. CANCELLATION OF THE CONTRACT:

- a. **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.**
- b. BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging Flight/trailers/Flights 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.
- c. 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.

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

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

24.1. Commitment by BHEL:

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

24.2. Commitment by Bidder/ Supplier/ contractor:

- a. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- b. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- c. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL
- d. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ Bidder as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

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

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate

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

In view of the revision of MSME guidelines w.e.f. 01.07.2020, copy of valid Udyog Aadhaar Memorandum or valid Udyam Registration certificate will also be considered for MSMEs. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before price bid opening.

For MSE vendors getting award-

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

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

25. LICENSE/ PERMISSION/ REGISTRATION:

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

- 25.5. No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.
- 25.6. The Bidder is responsible for safe transportation of the goods. Bidder shall effect open delivery of the cases of major damage after completing the due processes.
- 25.7. The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.
26. **TIME LIMIT FOR SUBMISSION OF BILLS**
- 26.1. The Bidder shall make a claim for the services rendered under this contract to BHEL within **(3)Three months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 26.2. No claim in respect of under payment to the Bidder shall be considered valid or entertained unless a claim in writing is made thereof within **(3) Three months** from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 26.3. However, in case of any specific issue over which the Bidder had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the Bidder.
27. **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION**
- 27.1. Bidder shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance
- 27.2. Bidder shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract
- 27.3. Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.
28. **EXPEDITING :**

28.1. Bidder is free expedite cargo arrival by following up with BHEL MUs/BHEL vendors based on the pending cargo remaining in the packing list and Flight/Flight/Barge likely being planned. Bidder will be responsible to follow up with BHEL MUs/BHEL vendors for cargo arrival schedule provided by them at 1st instance. He will keep track of cargo from the day it has left the works and plan further accordingly especially in case of ODC/HL.

Sign and Seal of the Bidder

SECTION VI

TECHNO- COMMERCIAL BID

Price bid of only those bidders will be opened who qualify in techno commercial bid

Sn	Description	Remarks
1.	<u>Earnest Money Deposit:</u> The Bidders, shall submit tenders with interest free EMD as per tender conditions on or before due date. Offers without EMD shall not be considered Bidders. For amount of EMD please refer section I	Details
2.	<u>The bidder must have valid IATA registration (Copy of IATA to be enclosed)</u>	Copy of certificate to be submitted on the portal
3.	Average Annual Turnover: The Bidder must have an average annual turnover not less than Rs 1.71 Cr. for the last three years (CA certificate with UDIN no / Audited P&L account to be submitted / uploaded) (FY 2017-18, 2018-19, 2019-20), in case final Audit of FY 2019-20 is not completed, last three year may be considered as FY 2016-17, FY 2017-18 and 2018-19).	Copy of CA certificate with UDIN no/ Audited P &L account to be submitted on the portal
4.	Experience of having successfully completed similar works : The Bidder must submit proof of having successfully executed “International Air freight contract” in the last seven years (ending last day of month previous to the one in which tender was floated) as under (copies of work order / contract along with completion certificate to be enclosed)	Copy satisfactory completion/Execution certificate from customer in respect of these Contracts

	<p>(a) Three contracts of value not less than Rs 2.28 Cr each. OR</p> <p>(b) Two contracts of value not less than Rs 2.85 Cr each. OR</p> <p>(c) One contract of value not less than Rs 4.57 Cr.</p>	<p>showing value of contract to be submitted.</p> <p>Details of the customer with email and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.</p>
5.	Bidder Must have a valid GST Registration (copy to be enclosed)	Enclosed
6.	Pan copy to be enclosed	Enclosed
7.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid is to be submitted.	Enclosed
8.	Compliance Letter: The compliance letter duly signed and stamped on letter head should be submitted.	Enclosed
9.	Integrity Pact: The bidder has to submit integrity pact as per format attached in section VIII.	Enclosed
10.	Overseas Transporter: The Bidder must submit the details of the Overseas Transporter in Bangladesh with regard to choice of the local transporter at the time of shipment.	Agreed
11.	The Bidder should not have been banned/Suspended for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank as on date of publication of NIT.	A self-certification should be submitted by the bidder indicating compliances.
12.	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	A self-certification should be submitted by the bidder indicating compliances
13.	Transit Penalty : As per special Terms and conditions	Agreed
14.	Payment Terms: As per special condition.	Agreed

15.	<u>Force Majeure:</u> As specified in the general condition.	Agreed
16.	<u>Validity:</u> <u>As specified in special conditions.</u>	Agreed
17.	<u>Additional War Risk Insurance:</u> In the event of war or war like situation, additional war risk premium if any as per notification of the Lloyd's surveyor/Insurance additional insurance premium paid receipt for war risk, pro rata, insurance for Hull machinery for the BHEL cargo may be considered for payment.	Agreed
18.	<u>Cancellation of The Contract:</u> As per general terms and condition.	Agreed
19.	<u>Taxes:</u> All taxes on freight, insurance and other dues of the Flight shall be to the Contractor's A/c. The Contractor shall be responsible for payment of any Sales, Service, Income Tax or any other form of Tax leviable not envisaged in the tender on transportation activity carried out in transit/discharge country being main/sub-contractor of BHEL. Only GST will be paid separately as per <u>price bid.</u>	Agreed
20.	<u>Govt.Rules & Regulations:</u> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licences, and permits for operation in India / transit country / countries. It is obligatory for CONTRACTOR to comply with regulating requirements in Transit countries are fully met before award of the contract.	Agreed
21.	<u>Integrity pact Agreement (IPA) (Refer annexure 2)</u> a. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Bidders are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of IEM 1.Shri Virendra Bahadur Singh, IPS (Retd.) 2. Shri Arun Chandra Verma, IPS (Retd.) b. Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.	Agreed

	<i>Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department For all clarifications/ issues related to the tender, Please contact persons mentioned in section I of this tender.</i>	
22.	<u>Risk Purchase:</u> As specified in general terms and conditions.	Agreed
23.	<u>Reverse Auction: Bidder will read all guidelines mentioned on the RA guidelines available at BHEL site and comply to the same.</u>	Agreed
24.	Dead Freight: Contractor has to coordinate with M/s BHEL and its authorized CHA as well as with Airline and plan dispatch. Under any circumstance Dead Freight will not be paid at all.	Agreed

Sign date and Seal of the Bid

SECTION VII

FORMAT FOR PRICE BID
RE/MUM/EXP/EA-2028

S.n.	Description	Currency	Rate per kg	Quoted chargeable wt of cargo in KG	Total Cost to BHEL
					(INR)
1	2	3	4	5	(6)=(4)* (5)
Sch A	Origin Charges at load airport including Handling, Airline, Documentation, or any other charges associated with operations. Cargo will be handed over by supplier on FCA basis at Berlin/ Frankfurt airport.	USD			
Sch B	Air Freight charges for cargo Inclusive of all the activities defined in the scope of work from Berlin/Frankfurt Airport to Dhaka Airport.	USD			
Sch C	Cost of material handling, custom clearance charges at discharge airport, global taxes and any other taxes (except custom duty) applicable at discharge port and any other charges associated with operation at discharge airport and further onward transportation till Rampal project	USD			

	site via road.(Refer scope of work)				
	Total Cost to BHEL (Sum of Sch A, Sch B, Sch C)				

Reverse Auction will be conducted for this tender.

Note: Price offered should be inclusive of:

- a. **Air Freighting charges as per terms of delivery.**
- b. **The cargo dimensions/weight may vary. Payment will be made as per Freight rate per KG and chargeable weight quoted in price bid, however in case of variation in packing list.**
 - i. **In case of any negative variation in any of dimensions / weight, payment will be made as per Freight rate per KG and actual chargeable weight mentioned in air way bill (AWB).**
 - ii. **In case of any positive variation in any of dimension / weight within 5%, Payment will be made as per Freight rate per KG and chargeable weight quoted in price bid**
 - iii. **In case of any positive variation in any of dimension / weight beyond 5%, Payment will be made as per Freight rate per KG and actual chargeable weight mentioned in air way bill (AWB).**
- c. **Cargo is insured by BHEL or consignee. Contractor will indemnify M/s BHEL for any losses occurring during operations.**
- d. **All /FSC/ Airline/MCC/War risk/security stamp/cartage/screening and any other charges at load port and discharge port if applicable are inclusive of above freight. Only GST (if applicable) shall be payable extra as per provisions.**
- e. **All Import in Bangladesh for MSTPP shall be in the name of BIFPCL and such imported material shall be exempted from payment of Custom Duty. However, any other taxes/ duties/ cess/VAT on C&F charges/river dues/global tax etc, if applicable must be included in the offered price and no other cost with respect to this will be reimbursed by M/s BHEL .**
- f. **AWB, HAWB & Other Documents charges, processing charges due Agent (Pre Carriage charges to be included in cost. No additional/ miscellaneous charges shall be payable in any case.**
- g. **Price offered should be inclusive of any other cost during operations and no other charges will be applicable.**

- h. **For Billing purpose**, SBI TT Selling between INR / USD exchange rate on the date of landing of aircraft at destination port will be taken. If same is on holiday then SBI TT Selling between INR / USD exchange rate of previous working day will be considered.
- i. If bidder has not quoted any price corresponding to any of sch A, sch B or Sch C, then it will be considered that same has been absorbed in schedules for which quote has been provided.
- j. Tender will be evaluated on the basis of total cost to BHEL basis.
- k. **The Evaluation currency** for this tender is Indian National rupees. **For Tender evaluation**, SBI TT Selling between INR / USD exchange rate as on the date of opening of the technical bid will be considered.

Sign date and Seal of the Bidder

SECTION –VIII

(Letter of compliance in Company's Letter Head)

Date:

To,

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

Sub: Your Tender no: RE/MUM/EXP/EA-2028

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 1 10049 (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 IPC/ PC 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 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.

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

- 3.1 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 Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 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

- 7.1 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,
- 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 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD. BHEL_ within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 1.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 1.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC 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.
- 1.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
- 8.10 The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as 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.

For & On behalf of the Principal
Contractor
(Office Seal)

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

Place-----

Date-----

Witness:
(Name & Address)

Witness:
(Name & Address)