



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

**Regional Operation Division, Mumbai**

14<sup>th</sup> Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

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

**No.RE/MUM/EXP/EA-2220**

**Date 20/10/2022**

To,

M/S. \_\_\_\_\_,

Dear Sirs and Madams,

**Sub: Air freighting of cargo from Mumbai Airport to Dakar Airport, Senegal on CIF 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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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 Unified HMI (parts of turbine control panel).

In this regard Please Note below table:

Sl no		
1	<b>BHEL ROD Mumbai address:</b>	
	Contact person: Mr. Amit Kumar, Dy. manager (Exports) Mr. Sandeep Kumar, Dy. Engineer (Exports)  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	Mob: 9884657089 E-mail: amitkumar.s@bhel.in  Mob no: 9820536316 E-mail: sandeep_kumar@bhel.in
2	Terms of Delivery:	<b>CIF</b>
3	<b>Load Airport:</b>	<b>Mumbai, India</b>
4	<b>Discharge Airport</b>	<b><u>Dakar Airport, Senegal</u></b>
5	Quantum of cargo	1000 kg
6	Transit Time	12 Days
7	Description of cargo	Gas Turbine Spares
8	Date and time of opening of (Price) Part II	will be intimated later via Email
9	EMD amount	INR 6503/-
10	Value of cargo	INR 1739160
11	<b>Due date &amp; Time of submission of EMD &amp; Tender</b>	<b>02/11/2022 till 15:00 Hrs</b>
12	<b>Date and time of opening of (Technical) Part I</b>	<b>02/11/2022 15:05 Hrs</b>

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

**Sign and Seal of the Bidder**

**SECTION – II**  
**SCOPE OF WORK**

**Load Port: Mumbai Airport India.**

**Discharge Port: Dakar Airport, Senegal**

**Terms of delivery: CIF**

**Cargo Description:** Gas Turbine Spares.

**The tentative packing list is detailed below:**

Sl. No.	Description	Gr. Wt. (Kgs)	Length mm	Width mm	Height mm	Consignee detail
1	HP rotor stand, mounting frame	800 Kgs	1230	800	920	M/s Compagnie D electricite, Dakar, Senegal
2	Threaded ring shaft lining	200 Kgs	1500	500	350	M/s Compagnie D electricite, Dakar, Senegal

**Note:** The above details are based on Engineering Design; however shipment shall be as per actual dimensions. The cargo volume / Gross Weight of the cargo may undergo change. **However in case of variation contractor has to take prior approval from BHEL before proceeding.**

**Cargo is stackable.**

**The scope of work covers the following:**

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

- 1) Coordinate with BHEL's CHA for completion of Export Customs Procedure at Load airport (Mumbai) (Preparation of shipping documents, lodging with Customs, Export custom clearance, carting at nominated area at the load airport (Mumbai) will be done by BHEL's CHA.) The contractor is required to keep close co-ordination with our CHA for necessary / proper planning/Pickup notice/Carting permission etc for smooth export of shipment out of the Load airport.
- 2) Custom cleared package will be provided at Mumbai Airport by nominated CHA of BHEL.
- 3) Materials will be available in Mumbai tentatively by 24/10/2022.
- 4) The contractors must be approved by the **International Air Transport Association.**
- 5) To arrange earliest available booking with airline in coordination with BHEL and CHA.

- 6) To do the weighment, X-ray and other formalities as and when required by the airline cargo official, corresponding charges will be in contractor scope.
- 7) To arrange for timely shifting of the cargo to ensure 1) cargo is palletized/ moved to aircraft in time, 2) to avoid additional air warehouse charges to BHEL.
- 8) To track and provide the routing of the cargo movement schedule for shipment on each day.
- 9) Contractor has to provide intimation to BHEL / consignee regarding cargo arrival at destination.
- 10) 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.
- 11) The Original AWBs and 02 nos. certified true copies of non-negotiable AWBs to be issued to BHEL for each package.
- 12) To arrange for certificates from the airlines as required by BHEL to meet L/C requirements if any.
- 13) To prepare AWBs in consultation with BHEL and with prior instructions.
- 14) Contractor will arrange all permits required for road transportation of packages.
- 15) Contractor will follow all local laws / acts / rules prevailing in Transit while transporting the cargo (of India as well as of destination country) without any liability to BHEL and indemnify BHEL from any mishap / claims while undertaking the work.
- 16) **The above mentioned scope of work is not exhaustive and bidder has to perform any other necessary task to enable export of goods on CIF basis.**
- 17) Insurance up to discharge address 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.

**Sign date and Seal of the Bidder**

### **SECTION III**

#### **INSTRUCTIONS TO BIDDERS**

##### **GUIDELINES FOR OFFER SUBMISSION:**

1. The tendering process will be completed through E-tendering.
2. National Informatics centre 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:  
BHEL contact persons mentioned in Section I  
For any technical related queries bidder may contact eprocurebhel customer support team  
Tele No: 0120-4001002, 0120-4001005, 0120-6277 787  
Email ID : [support-eproc@nic.in](mailto:support-eproc@nic.in)
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.

**Sign and Seal of the Bidder**

**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:**

- a. **Total transit period for shipment is 12 days.** The transit period shall start from **"Next day of Shipping bill filing date"**. The transit end date will be date of arrival of entire cargo **at Airport of discharge on CIF Basis.**

Note: BHEL shall file shipping bill upon receipt of complete cargo in Mumbai, written intimation regarding arrival of cargo in Mumbai and filing of shipping bill will be provided to the contractor. No of days on account of delay (if any) in handing over of custom cleared cargo by CHA will be adjusted while calculating transit time.

3. **TRANSIT PENALTY:** The transit delay beyond the permitted transit period shall attract a penalty of 1 % per day limited to maximum of 10% of the contract value of particular lot.

For any delay in handing over of requisite documents by consignee or BHEL, corresponding delay days may be adjusted in transit time calculation and corresponding penalty calculation (the delay should not be due to late communication by contractor and delay attributable to BHEL or consignee should be established by emails/documents).

4. The contractor should air freight the entire cargo of particular lot in the same flight; In the event of shipment dispatched in parts (in different flights) the air warehousing charges due to delay in receipt of complete cargo shall be adjusted from the freight bills.

5. **Warehouse charge in India:** Any warehousing charges at airport incurred in India due to change/delay in flight schedule shall be in contractor's account.

6. Any warehouse charges occurred consequent to shipment arriving in parts at destination will be in contractor scope.

7. Billing by contractor should be done as per the work order rates, payment terms and conditions.
8. The successful bidder will be required to provide the names and address of their offices or names and address of the offices of associates at the discharge Airport.

9. **PAYMENT TERMS**

- a. 100 % payment of each lot shall be paid within 30 days of submission of following documents after delivery of cargo of that lot as per applicable incoterm: -
  - i. Invoices in Duplicate.
  - ii. AWB copy.
  - iii. Proof of date of cargo reached at destination (tracking sheet downloaded from airline web site/cargo tracker websites or certificate/letter/email from Airline will be considered).

**All payments will be made in INR only.**

**Payment will be made as per actual cargo gross weight at the time of freighting. The amount payable will be calculated based on rate per KG and actual gross weight of cargo.**

Two consecutive transit delays, for reasons of delay attributed to the Contractor, in execution of the contracts where delay occurred is such that

- a) Prescribed maximum transit time limit of the contract is reached/exceeded  
or
- b) Delay period has equaled/ exceeded half the original delivery period specified in the contracts.

**Whichever among the above is earlier may result in the Contractor being put on hold for future enquiries as per suspension of business guideline of M/s BHEL.**

10. **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.

11. **Billing Address: BHEL ROD Mumbai, 15<sup>th</sup> floor, World trade Centre- 1, GD sSenegali road, Cuffe parade, Mumbai City, Maharashtra-400005**

- 12. All Cargo for which shipping bill is filed and intimation regarding this is given to contractor on or before 30.11.2022 will be in scope of the contract and must be executed as per rates, terms & conditions and scope of work defined in this contract. Cargo received after 30.11.2022 may be executed under this contract with mutual consent of M/s BHEL and contractor.**
- 13. GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor.**
14. 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.
- 15. AWB, HAWB & Other Documents charges, processing charges due Agent (PCA to be included in freight. No charges shall be payable at the destination. No additional charges for communication / miscellaneous etc. shall be payable.**
16. Fuel Surcharge (FSC) :. Fuel surcharge shall not be paid additionally. It is included in freight
17. Airwayline/Carrier Misc charges (MCC): to be included in freight
18. War Risk Charges /Security Stamp Fees/Security Fee: to be included in freight
19. Cartage Charges: to be included in freight
20. Screening charges: to be included in freight.
- 21. 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.**
22. 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](http://www.bhel.com) on “supplier registration page”.

**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/barge/vessel arranged by bidder/supplier.

1.15 PROJECT CARGO: Shall mean any cargo comprising of equipment, fabricated items, and components of the manufactured equipment / system of: Mechanical, Electrical, Instrumentation & Control, Electronics, Metal structures / pipes, Large/ Heavy Engineering machinery, transformer oil, Resins, insulation material , hardeners etc or a mix thereof, Items used in power plants, transported as a containerized shipment and breakbulk shipment during the course of national or international transportation or exportation-importation.

1.16 Non Heavy Lift Cargo means General cargo and ODC i.e cargo that does not fall under definition of heavy lift.

## **2. ISSUE OF NOTICE:**

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:**

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. ARRANGEMENT OF SHIP/BARGE/TRUCKTRAILOR/AXELS:**

5.1 The Bidder shall arrange the carrier i.e ship(s)/ Barge(s)/ Truck(s)/ Trailer(s) /Axel(s) on specific intimation(s) from BHEL in writing or the time/schedule indicated in the LOI/Work order/Contract without delay. If the Bidder fails to do the same as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

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

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

#### **6. DETENTION OF THE CARRIER:**

6.1 It will be the responsibility of the Bidder to ensure that all the declared and available cargo is loaded on the carrier and unloaded from the carrier in time without its detention. If the carrier is detained without any written request from BHEL, the Bidder shall be fully responsible for detention of the carrier and BHEL shall in no way be liable to pay any detention charges whatsoever.

6.2 In case of non-availability of Barges to receive heavy lifts directly from Vessel on its arrival at port of origin, the detention charges of stoppage of vessel at port of origin will have to be borne by the bidder.

6.3 For unloading of cargoes on to wharf, the availability of Hydraulic axles is essentially required at the time of arrival of vessel. Due to non-availability of required trailers/tools & equipments the trucking & terminal handling charges will be to bidder's accounts.

## **7. INVOICES AND PAYMENTS**

7.1 The Bidder will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.

7.2 The successful bidder shall furnish proof of GST registration with GST Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

7.3 Bidder to intimate immediately on the day of Export of Goods to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances. Postal address and email ID shall be intimated later.

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

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

7.4 In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.

7.5 Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.

7.6 Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.

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

## **8. Taxes & Duties**

8.1 All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable in India as well as in destination are included in the quoted price. GST & applicable Cess (if any) on GST, in India will be payable extra as enumerated in Payment terms.

8.2 TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.

8.3 TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.

8.4 Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.

8.5 Any New taxes & duties in India, if imposed subsequent to last date of submission of Offer as per NIT , by Central/state Govt /Indian statutory authority and becomes directly applicable on items specified in Bill of quantity , full reimbursement shall be made provided it becomes applicable on items specified in BOQ (price bid).

8.6 Prices shall be quoted by Bidder Excluding GST as applicable in India . Only GST as applicable in India shall be paid extra. Taxes duties. if any applicable outside In India shall be in scope of Bidder.

## **9. RISK PURCHASE:**

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

9.1 If at any time during the validity of the contract, the Bidder fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the Bidder, BHEL reserves the right to get the work done by other parties or departmentally at the risk and cost of the Bidder and also forfeit the security deposit.

9.2 To recover any moneys due from the Bidder, from any money due to the Bidder under this or any other contract or from the Security Deposit.

9.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

## **10. OBSERVANCE OF LOCAL LAWS :**

10.1 The Bidder shall comply with all Laws, Statutory Rules, and Regulations etc. The Bidder shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law of load port country / transit country/ discharge port country for smooth execution of the Contract.

10.2 The Bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract in load port country/transit country/ discharge port country.

10.3 The Bidder shall be responsible for the proper behavior and observance of all applicable regulations by the staff employed in load port country/transit country/ discharge port country.

## **11. SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:**

11.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Bidder and his workmen without exception. The Bidder shall be responsible for the safety of the equipment/materials and work to be performed by him.

11.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to property. If the bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, bidder shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the contractor.

11.3 The Bidder shall insure his workmen against all accidents and the policy shall be presented to BHEL on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person during execution of the contract due to lapses by the bidder, the victim and/or his/her dependents shall be compensated by the bidder as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on bidder and recover the same from payments due to the bidder for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the bidder for presenting his case. Above safety conditions are not exhaustive but gives an idea for the bidder and bidder shall adhere to all safety precautions warranted for the execution of the contract.

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

## **12. INSURANCE:**

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

12.2 The Bidder shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Bidder or his employees or any other person engaged.

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

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

### **13. FORCE MAJEURE:**

The following shall amount to force majeure conditions:-

13.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Bidder has no control.

13.2 If the Bidder suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the Bidder to BHEL within 14 days from the date of occurrence thereof.

13.3 The Bidder by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

13.4 Force Majeure conditions will apply on both sides.

### **14. PREVENTION OF CORRUPTION:**

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

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

### **15.0 ARBITRATION & CONCILIATION:**

#### **15.1 ARBITRATION**

15.1.1. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Conciliation Clause herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may,

commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the ROD issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL ROD issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL ROD issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.

15.1.2 The Arbitrator shall pass a reasoned award.

15.1.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi/Mumbai. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 13.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

15.1.5 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

15.1.6 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

## **15.2 CONCILIATION:**

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



Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

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

15.4 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-C. The Annexure-C together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein.

15.5 The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Annexure-C from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure-C with effect from the date as intimated by BHEL to it.

Notes:

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

## **16. LAWS GOVERNING THE CONTRACT:**

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

## **17. SHORT – LANDED OR DAMAGED GOODS.**

17.1 It shall be the responsibility of Bidder to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/ losses/ damages. Under no circumstances, the intimation be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Bidder.

17.2 In case of goods specified by BHEL and in case of apparent damages, the Bidder will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Bidder shall lodge claim with the appropriate authorities.

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

17.4 The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

## **18. REQUIREMENTS OF PERFORMANCE.**

18.1 All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Bidder at his own cost. Any contingency arising in this respect shall be the responsibility of the Bidder. Also the Bidder shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.

18.2 The contract as entered into between BHEL and the Bidder shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

18.3 The Bidder shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Bidder shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During trans-shipment he shall provide all packing and lashing at his own cost.

18.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Bidder at his own cost.

18.5 Any information / documents like route survey reports, third party approvals given to BHEL shall not in any way absolve or relieve the Contractor from any of his obligation, responsibility, or liability as per scope of work.

18.6 The Bidder shall be liable for any defects in the construction of any part of the Works, where such defects are due to any bad workmanship, the use of defective or inferior quality materials, error, omission, or negligence of the Contractor.

18.7 The Contractor shall be liable for the consequences of faulty design and specifications, lack of care and negligence for that part of the Works, which was designed and specified by the Contractor for the period specified. The Contractor shall keep the Employer fully and effectively indemnified against all legally enforceable losses, damages, injuries, deaths, actions, proceedings, claims, demands and all associated costs suffered by the Employer or any third party.

## **19. INDEMNITY:**

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.

## **20. SECURITY DEPOSIT**

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

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

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

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

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

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

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

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

**20.4** The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against above will be subject to hypothecation or endorsement on the documents in favor 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 **(6) month** of successful execution, completion of the contract and upon fulfilment of contractual obligations as per terms of the contract.

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

## **21. EARNEST MONEY DEPOSIT:**

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

NAME: Bharat Heavy Electricals Limited

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

Account No: 10783155482

IFSC Code: SBIN0005345

**21.2** EMD of the Bidder will be forfeited if:

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

(ii) The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract

(iii) If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited

**21.3** EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.

**21.4** EMD of successful bidder will be adjusted towards part of the security deposit.

**21.5** EMD of all unsuccessful bidders shall be returned normally within fifteen (15) days of placement of LOA/Work Order on successful bidder. Bidder must submit E-mandate certified by bank for return of EMD.

**21.6** EMD shall not carry any interest.

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.

## **22. DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER**

**22.1** If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

**22.2** If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

**22.3** If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

**22.4** If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

## **23. BHEL FRAUD PREVENTION POLICY:**

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.

## **24 CANCELLATION OF THE CONTRACT:**

**24.1** 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.

**24.2** 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.

**24.3** 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.

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

## **25. Integrity commitment, performance of the contract and punitive action thereof:**

### **25.1 Commitment by BHEL:**

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

### **25.2 Commitment by Bidder/ Supplier/ contractor:**

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

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

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

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

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

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

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

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

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

## **27. LICENSE/ PERMISSION/ REGISTRATION:**

**27.1** 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. **In case any new tax is levied after the due date of bid submission (including extensions if any) then new tax or duty levied by Central Govt of india / Indian State Govt, etc, and becomes directly applicable on items specified in the price bid, full reimbursements shall be made provided it becomes applicable on items specified in the price bid while tax levied by foreign Govt/body has to be absorbed by the contractor.** 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.

**27.2** 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.

**27.3** 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.

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

**27.5** 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.

**27.6** 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.

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

## **28. TIME LIMIT FOR SUBMISSION OF BILLS**

**28.1** 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.

**28.2** 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.

**28.3** 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.

## **29 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION**

**29.1** 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.

**29.2** 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.

**29.3** 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.

### **30. EXPEDITING:**

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

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

**31.** The bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder (s). This applies in particular to prices, specification, 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, suitable action shall be taken by BHEL as per extant policies/ guidelines.

### **32. Guidelines for suspension of business dealings with suppliers/ contractors and Reverse Auction**

**The contractor will be binding to the “Guidelines for suspension of business dealings with suppliers/ Contractors” . The link for the same is available at bidders must go through the same.**

**<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>**

#### ***Reverse Auction:***

*BHEL shall be resorting to Reverse Auction (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online reverse auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.*

*Guidelines for Reverse auction with suppliers/contractors are available on website, link for the same is <https://www.bhel.com/guidelines-reverse-auction-2021>*

**SIGNATURE AND SEAL OF BIDDER**



**SECTION VI**

**TECHNO- COMMERCIAL PQR EA-2220**

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

<b>Sn</b>	<b>Description</b>	<b>Remarks</b>
<b>PQR documents</b>		
1.	<b><u>Earnest Money Deposit:</u></b> The Bidders, shall submit tenders with interest free EMD as per tender conditions on or before due date. <b>Offers without EMD shall not be considered Bidders. For amount of EMD please refer section I.</b>	UTR Details to be submitted
2.	<b><u>The bidder must have valid IATA registration (Copy of IATA certificate to be enclosed )</u></b>	Copy of certificate to be submitted
3.	<b>Average Annual Turnover:</b> The Bidder must have an average annual turnover not less than Rs 0.97 lakhs for the last three years (CA certificate with UDIN no / Audited P&L account to be submitted / uploaded (FY 2019-20, 2020-21, 2021-22), in case final Audit of FY 2021-22 is not completed, last three year may be considered as FY 2018-19, FY 2019-20 and 2020-21).	CA certificate with UDIN no / Audited P&L account to be <b>submitted</b> with UDIN no.

4.	<p><b>Experience of having successfully completed similar works :</b> The Bidder must submit proof of having successfully executed “International Air freight contract (logistics contract inclusive of international Air freight)” in the last seven years (ending last day of month previous to the one in which tender was floated) as under:</p> <p>(a) Three contracts of value not less than Rs 1.3 lakhs each. OR (b) Two contracts of value not less than Rs 1.62 lakhs each. OR (c) One contract of value not less than Rs 2.6 lakhs.</p>	<p>Copy satisfactory completion/Execution certificate from customer in respect of these Contracts 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>
<b>Documents to be Submitted</b>		
1	<b>Bidder Must have a valid GST Registration (copy to be enclosed)</b>	Copy to be submitted
2	<b>Pan copy to be enclosed</b>	Copy to be submitted
3	<b>Tender Documents: Entire tender document along with blank price bid is to be uploaded with sign and seal of authorized signatory.</b>	To be submitted
4	<b><u>Compliance Letter: The compliance letter duly signed and stamped on letter head should be submitted.</u></b>	To be submitted
5	E-mandate certified by bank	To be submitted

6	<p>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.</p> <p>The bidder to submit below self-certification on company letter head:  <b>" The (company name) has not been Suspended for business dealing by BHEL and we do not engage services of any banned firms available on BHEL.com."</b></p>	A self-certification should be submitted by the bidder indicating compliances to be <b>submitted</b> .
7	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 as on date of publication of NIT.	A self-certification should be submitted by the bidder indicating compliances to be <b>submitted</b> .
8	<b><u>Transit Penalty</u></b> : As per tender Terms and conditions	Agreed
9	<b><u>Payment Terms:</u></b> As per special condition.	Agreed
10	<b><u>Force Majeure:</u></b> As specified in the general condition.	Agreed
11	<b><u>Validity: As specified in special conditions.</u></b>	Agreed
12	<b>RA terms and condition:</b> As per general terms and condition.	Agreed
13	<b>Additional War Risk Insurance:</b> 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
14	<b><u>Cancellation of The Contract:</u></b> As per tender terms and condition.	Agreed

15	<b><u>Taxes:</u></b> As per tender terms and condition.	Agreed
16	<b>Govt. Rules &amp; Regulations:</b> As per tender terms and condition.	Agreed
17	<b><u>Risk Purchase:</u></b> As per tender terms and condition.	Agreed
18	<b>Dead Freight:</b> Contractor has to coordinate with M/s BHEL and its authorized CHA as well as with Airline and plan dispatch. <b>Under any circumstance Dead Freight will not be paid at all.</b>	Agreed

**Sign date and Seal of the Bidder**

**SECTION VII**  
**FORMAT FOR PRICE BID**  
**RE/MUM/EXP/EA-2220**

SI No	Description	Currency	Rate per KG	Gross weight (kg)	Total (INR)
	1	3	4	5	6=4x5
<b>A</b>	Air Freight charges for cargo Inclusive of all the activities defined in the scope of work from Mumbai airport to Dakar Airport Senegal on CIF basis.	INR		1000	
	<b>Total Cost to BHEL</b>				

**Reverse Auction will be conducted for this tender.**

Note 1. Price offered should be inclusive of:

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

**Sign date and Seal of the Bidder**

## SECTION –VII

(Letter of compliance in Company's Letter Head)

Date:

To,

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

**Sub: Your Tender no: RE/MUM/EXP/EA-2220**

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