



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: 022-22171350, Fax: 022- 22151460.

**No.RE/MUM/EXP/ EM-2102**

**Date: 17.05.2021**

**To,**  
**M/s** \_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

**Sub: Appointment of contractor for TO and FRO (Export and then Re-import) Ocean  
Freighting of CWP Motor from JNPT / Mumbai port to Kobe, Japan**

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:

<b>(1)</b>	<b>Gist of Information</b>	-	<b>SECTION - I</b>
<b>(2)</b>	<b>Scope of Work</b>	-	<b>SECTION - II</b>
<b>(3)</b>	<b>Instruction to bidders</b>	-	<b>SECTION -III</b>
<b>(4)</b>	<b>Special Conditions</b>	-	<b>SECTION -IV</b>
<b>(5)</b>	<b>General Terms and Conditions</b>	-	<b>SECTION -V</b>
<b>(6)</b>	<b>Techno Commercial bid PQR</b>	-	<b>SECTION- VI</b>
<b>(7)</b>	<b>Price Bid</b>	-	<b>SECTION -VII</b>
<b>(8)</b>	<b>Compliance Letter</b>	-	<b>SECTION -VIII</b>

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**

1. BHEL intends to appoint a Contractor for Ocean Freighting of CWP Motor for Export from JNPT/MBPT, India to Kobe, Japan on DDP basis and again Re-Import to India on Ex-Works Basis.

**CWP Motor is being exported for testing of CWP Pump and this Motor will be returned back after testing.**

In this regard Please Note below table:

Sno	Name and Address	Phone Nos. & Email	
1	<b>BHEL ROD Mumbai</b> Contact person:		
	Ms. Julie Srivastava, AGM (MS)	Ph No. 022- 22171340 Email: <a href="mailto:julie@bhel.in">julie@bhel.in</a>	
	Mr. Saket Bharadvaj, Dy. Mgr (Exports)	Mob: 9619422502 E-mail: <a href="mailto:saket@bhel.in">saket@bhel.in</a>	
	Mr. Amit Kumar, Sr. Engineer (Exports)	Mob: 9884657089 Email: <a href="mailto:amitkumar.s@bhel.in">amitkumar.s@bhel.in</a>	
	Office Address:	Regional Operations Division	
		BHARAT HEAVY ELECTRICALS LTD.,	
		14/15th Floors, Centre-1, World Trade Centre, Cuffe Parade, Mumbai.	
2	Quantum Of cargo	143 CBM, 55 MT	
3	Mode of Shipment	Container/Breakbulk/RO-RO	
4	Description of cargo	CWP Motor	
5	Value of Cargo to be shipped	INR 131,00,000	
6	EMD amount	INR 98800/-	
7	<b>Due date &amp; Time of submission of EMD</b>	<b>27/05/2021 till 15:00 Hrs</b>	
8	<b>Date and time of opening of (Technical) Part I</b>	<b>27/05/2021 till 15:00 Hrs</b>	
9	Date and time of opening of (Price) Part II	To be intimated later via E-Tender portal	
		<b>Export</b>	<b>Re-Import</b>
10	<b>Load Port:</b>	JNPT / MBPT, Mumbai, India	Kobe Port, Japan
11	<b>Discharge Port</b>	Kobe Port, Japan	JNPT / MBPT, Mumbai, India
12	Terms of Delivery	DDP	Ex-Works

13	Transit Time	65 days	65 Days
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***The tentative packing list is detailed below:***

SL.N O.	DESCRIPTION OF ITEMS	QT Y	LENGTH (M)	WIDTH (M)	HEIGHT (M)	GROSS wt (MT)
	CWP Pump Motor HS code : 85015310	1	5.5	5.0	5.2	55
	<b>TOTAL</b>					

- (i) Cargo is non- Hazardous.
- (ii) The above details are based on Engineering Design and dimensions may undergo change with variation of  $\pm 10\%$ . The payment will be made on lumpsum basis at the rate finalised in contract.
- (iii) Sectional drawings is available on page no 31.

**Sign and Seal of the Bidder**

## SECTION II SCOPE OF WORK

Scope of work consists of 02 parts as following:

- A. Export of Cargo from MBPT/JNPT to Kobe on DDP Basis
- B. Re-Import of Cargo from Kobe to MBPT/JNPT on Ex Works Basis
2. **Contractor may choose any suitable mode of ocean freighting like Break Bulk/ Container etc. for ocean freighting considering safety of cargo, suitability and earliest availability of vessel.**

### **Detailed Scope of work**

#### **A. Export of Cargo from MBPT/JNPT to Kobe on DDP Basis**

1. The entire cargo must be shipped in single lot.

2. **The shipment to be made on DDP Kobe Port, Japan basis. The address of delivery is mentioned below:**

Goto Kaisoten Ltd.

Rokko Island Office

6,Koyo-cho higashi 1-chome,

Higashinada-ku, Kobe 658-0031

Person incharge: Tetsuro shimomura

Email: [shimomura@kaisoten.co.jp](mailto:shimomura@kaisoten.co.jp)

3. The Contractor must share details of storage yard /carting shed near/ at MBPT where cargo will be delivered by M/s BHEL Transporter. In case of operations from JNPT, contractor must share CFS address for delivery of cargo. **Safe unloading of cargo at storage yard/ carting shed/ CFS will be in contractor scope. No storage charges will be paid separately and same must be included in offered price.**

4. The Contractor has to arrange ***Export customs clearance of the materials at load port (JNPT/ MBPT) and all activities in course of the same like, collection of export documents from our office, filling and processing the shipping bills (DEEC / drawback etc as the case may be as advised by BHEL)including processing of drawback claims (if any) from custom house and providing necessary endorsed documents of export (EC copy of S/Bills, endorsed by custom if provided by custom as per rules, SDF etc whatever applicable)***

5. *Fumigation if required will be done by contractor.*

6. **In case of operations from MBPT:**

- a. BHEL will re-imburse the Wharfage charges for the cargo at MBPT within 07 days of submission of invoice and receipt of payment. However, any demurrage/storage charges due to any reason shall not be reimbursed to contractor.
- b. **Shipment to be made on Full Liner in - Full Liner out.**
- c. Hook on/hook off charges at load port as well as discharge port will be in contractor scope.
- d. All Mafi and corresponding associated charges if used will be borne by contractor. Please note that packing of Cargo is static.
- e. All charges i.e. Stevedoring/crew and any other port charges due on vessel will be in contractor's scope.
- f. **Shipments to be made under deck only.**

7. **In case of Operation from JNPT, no storage charges will be paid by BHEL in any case.**  
**Also Please note:**

- a. **Arrangement of suitable container will be in contractor scope.**
- b. **Stuffing, lashing, securing the cargo will be contractor's responsibility. Safe loading of cargo on ship will be in contractor's scope.**
- c. **Contractor has to provide** stuffing Reports and container Load plan on Packages stuffed in container.
- d. Port/Shipping line/ Terminal THC, CFS charges, any storage charges and other delivery charges at load/interim/Transit Ports will be in contractor's scope.

8. Contractor must give suitable intimation to the consignee one week advance before the arrival of cargo at Discharge port and must submit proof to BHEL.

9. Import Custom Clearance and associated taxes at discharge port (Kobe) will be in contractor's scope.

10. All the discharge port dues will be payable by contractor.

11. **Destination charges like** handling of cargo and transportation of material to mentioned DDP address will be in contractor's scope. Unloading at DDP address will be in scope of consignee.

12. The above mentioned scope of work is not exhaustive and bidder has to perform any other necessary task to enable export of goods on DDP Basis.

#### **B. Re-Import of Cargo from Kobe to MBPT/JNPT on Ex Works Basis**

1. The cargo will be handed over by consignee/ supplier at following place:

Goto Kaisoten Ltd.  
Rokko Island Office

6,Koyo-cho higashi 1-chome,  
Higashinada-ku, Kobe 658-0031  
Person incharge: Tetsuro shimomura  
Email: [shimomura@kaisoten.co.jp](mailto:shimomura@kaisoten.co.jp)

2. The item will be ready for Re-import to India after approx. 04 months from the date of handing over at Kobe .
3. M/s BHEL will give intimation regarding readiness of the cargo.
4. The contractor has to arrange pick up of material, transportation upto Kobe port, stuffing in containers (if applicable) Export custom clearance at Kobe Port, associated handling within port and upto vessel and ocean freighting.
5. Contractor will co-ordinate with our supplier/BHEL for necessary documentation for custom clearance.
6. All the load port dues will be payable by contractor.
7. Contractor shall arrange the proof of receiving cargo from supplier/ BHEL with date (via Email, POD or any other document).
8. Contractor has to keep close coordination with supplier regarding readiness of cargo and arrange vessel booking accordingly.
9. Under no circumstances BHEL will pay any dead freight or vessel detention charges. BHEL will not pay any storage charges at the Kobe Port.
10. In case any damage to the cargo is found, the same shall be claimed under open marine insurance policy. Contractor shall arrange survey report and other necessary documents before ocean freighting.
11. Stevedoring charges if any at both load port and discharge port shall be on contractors account.
12. Safe discharge of material at JNPT/ MBPT will be in contractor's scope. Contractor has to give 07 days advance notice regarding arrival of material at JNPT/ MBPT.
13. Contractor to ensure that IGM is filled 48 Hours before the arrival so that BHEL is in position to file prior Bill of Entry at customs.
14. The contractor shall hand over Bill of lading to BHEL overseas supplier within 3 days from vessel sailing date.
15. Cargo arrival notice along with ETA of the vessel to be communicated in 07 days advances.
16. Terminal handling charges, unloading of material at the discharge port wil be in contractor scope.
17. Import custom clearance in India will be in BHEL scope.
18. The contractor shall arrange for single window final delivery order from his office against BL.  
DO must be handed over to authorized CHA at his port office by contractor within 02 days of surrender of BL (failing which detention due to this will be on contractor account).

**19. In case of Re-import through Containerized mode, Upon Safe discharge of containers at discharge port, the contractor shall ensure to move the container to BHEL nominated CFS (at presently JWC Logistics Park Pvt Ltd ) IGM Code : Custom EDI Code - INNSA1JLP1, Port Code (1) JNPT Port : JWC (2) GTI Port : JWC (3) NSICT Port : NSAJWC without any financial liability to BHEL. Contractor to confirm with BHEL before filing for IGM details for port codes, as BHEL is registering for DPD codes. Incase the same is available by the time IGM is to be filed, all BHEL shipments will be filed with BHEL's DPD code along with JWC CFS Code as per public notice 16/2017 of JNPT**

#### **COMMON TERMS:**

1. It is the responsibility of the contractor to ensure that the vessel / vessels used for sea freighting complies with all the necessary national / international / insurance /safety regulations and its age is less than 25 years. The vessel / vessels used are certified for sea worthiness by Lloyds Register or Equivalent and should be with Institute of Marine Cargo clauses 1 or A. (A shipping company certificate certifying this should be given with each BL). **The contractor must submit a compliance certificate from shipping company / agent confirming compliance of these requirements for Bill of Lading.**
2. Vessel should meet all necessary insurance regulations and covered with the insurance clauses and duly certified by any of the recognized certifying agencies. Vessel shall have all the requisite certifications for berthing at both the ports without any liability to BHEL. No delay on this account will be permitted.
3. Contractor to ensure that original bill of lading is released within 03 days of ship sailing date. If issue of original bill of lading delayed then **penalty of Rs.1000/- per day will be charged starting from 4<sup>th</sup> working day of ship sailing date** (sailing date exclusive) irrespective of time of sailing. Contractor may be asked to provide Express BL also without any cost implication to BHEL.
4. **The contractor will have to ensure pre shipment measurement of cargo and notify BHEL for the condition of the cargo prior to their loading on the vessel.** The cargo must be delivered without any deterioration/damage with respect to the pre shipment survey done. The contractor should confirm the sea worthiness of the cargo as soon as cargo is available and ensure the cargo is loaded on vessel without any rejection by Captain of the vessel. In case of rejection of packages by Captain, BHEL will not liable to pay any dead freight or detention of vessel.
5. In case BHEL desires to surrender the OBLs at Mumbai for delivery at discharge Port, the procedure for B/L surrendering will have to be done by the contractor at no additional cost to BHEL.

6. **Draft BL/MTD has to be approved by BHEL. BL/MTD has to be clean and mentioned 'FREIGHT PREPAID'.**
7. Insurance up to port shall be arranged by BHEL. 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 enabling us for lodging the claim with the Underwriters.
  - c. Co-ordinate with the Insurance Company for survey etc.
8. **EGM/IGM error:** Contractor to ensure there is no EGM/IGM error in custom. If it found later on then contractor has to resolve the issue with custom and shipping line. Else any cost incurred by BHEL towards the same will be recovered from contractor bill.
9. **Contractor has to provide following information within 03 days of LOA placement:**
  - (i) Custom Clearance Agent details at MBPT/JNPT
  - (ii) Discharge port Agent details at Kobe

**Sign 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:

Name: R. Inchara  
Email ID: [inchinchu@gmail.com](mailto:inchinchu@gmail.com)  
Phone no: 8553226267

5. The tender documents comprise the following:-

**(I)** EMD: The EMD of Rs 98800 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 Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.

(2) **Transit Time:** Total Transit time permitted in case of export as well as Re-import is 65 days each.

**For Export:** The Transit time will start from next day of the handing over of cargo at CFS/MBPT and end on delivery of material the mentioned DDP address.

**For Re-Import:** The transit time will start from next day of date of readiness of cargo from BHEL/ supplier and end with **date of Inward at discharge port**.

(3) **Transit penalty** for delay above transit time shall be 5% per week or part thereof limited to a maximum of 10% of the contract value portion of Export or Re-import respectively (whatever applicable).

(4) **Draft BL/MTD has to be approved by BHEL. BL/MTD has to be clean and mentioned 'FREIGHT PREPAID'.**

(5) **Payment terms:**

For Export: 100 % Shipment Freight shall be paid within 30 days of submission of following documents after delivery of cargo on DDP basis.

- i. Digitally signed/ Signed & sealed Original Freight invoice.
- ii. Copy of B/L
- iii. Vessel Age Certificate
- iv. Proof of date of receipt of goods at MBPT/JNPT
- v. Proof of date of Delivery of goods to MHI at Kobe

For Re-Import: 100 % Shipment Freight shall be paid within 30 days of submission of following documents after receiving Delivery Order .

- i. Invoice duly signed and stamped as per the Price bid Schedule
- ii. Copy of B/L
- III. Vessel qualification/ age/class certificate
- iv. proof of date of receiving cargo from supplier/ BHEL with date (via Email, POD or any other document)

**All payments will be made in INR only. For payment purpose USD to INR exchange rate as per SBI TT sell rate on the date of sailing of vessel (for Export) and date of inward of vessel (for Re-**

**import) will be considered. In case this date is holiday then rate of previous working days will be considered.**

**(6) INVOICES AND PAYMENTS**

- I. 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.
- II. **All the Bills should be in the name of BHEL, ROD, Mumbai having GSTN 27AAACB4146P1ZF.**
- III. **Billing Address:** BHEL ROD Mumbai, 15<sup>th</sup> floor, World trade Centre- 1, GD somani road, Cuffe parade, Mumbai City, Maharashtra-400005.
- IV. The successful bidder shall furnish proof of GST registration with GSTN 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.
- V. 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.
- VI. Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- VII. 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.
- VIII. 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.
- IX. **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**
- X. In case of LD/penalty recovery the applicable GST shall be also be recoverable from the suppliers.
- XI. The payments shall be made through RTGS/NEFT. The Bidder would be required to submit bank details for receiving the payments in form of E-mandate duly certified by bank.

**(7) Taxes & Duties**

- I. 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 country **are included in the quoted price.** Only **GST &**

**applicable Cess, if any, in India will be payable extra as enumerated in Payment terms.**

- II. 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.
- III. TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- IV. Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.

(8) Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT &TCN, by Indian statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.

(9) 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 the original transit time 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) "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>.

(11) 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>.

**(12) VALIDITY:**  
The contract shall be valid till the cargo received is Re-Imported into India under the contract and delivered at discharge port of Import In India.

**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 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" or "FREIGHT FORWARDER or CONSOL AGENT OR CHA where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, LOA, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any) and all correspondence.
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender

shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.

- 1.9 "VALIDITY OF THE CONTRACT" The Contract will be valid till all the activities mentioned in the scope of work is completed by contractor
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- 1.11 "Full Container Load" (FCL) shall mean a container containing cargo belonging to one consignee in the vessel's manifest.
- 1.12 "Ton" means one metric Ton of 1,000 kilograms or one cubic meter.
- 1.13 Nhava Sheva ports means all the three terminals in the port, i.e., JNPCT, NSICT & GTI and any other terminal/CY that may be developed in JNPT.

## **2.0 Issue Of Notice:**

- 2.1 The Contractor shall furnish the name, designation and addresses of his authorised agents/associates at Mumbai (India), at the Discharge Port and at the CFS yard. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent/representative.

## **3.0 Commencement Of Work:**

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

## **4.0 License/Permission/Registration**

- 4.1 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 contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor 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 contractor 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 contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority 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 Contractor shall be entertained by BHEL for any breach of the provisions/Acts or laws by the contractor.

## **5.0 Invoices And Payments**

- 5.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 5.2 Contractor shall submit freight bill including other charges along with supporting documents.
- 5.3 All the Bills like Freight Bills, THC, IHC, DO, etc must be in the name of BHEL, ROD Mumbai having GSTN as 27AAACB4146P1ZF.
- 5.4 Contractor should timely update output data in GST portal to enable BHEL to take input tax credit

### **5.3 Other Charges payable by BHEL**

- 5.3.1 GST as applicable shall be paid. Contractor should ensure that original invoice/ bill/ receipt in the name of BHEL is provided at the time of payment.
- 5.3.2 No port Congestion charges will be payable.
- 5.3.3 All the Bills like Freight Bills, THC, etc must be in the name of BHEL.

If invoice is not in the name of “BHEL” with correct GST details, payments will not be made

#### **5.3.4 Payment will be made against NEFT/ RTGS details e-mandate certified by copy.**

## **6.0 Time Limit for Submission of Bills**

- 6.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (4) four 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.

- 6.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four 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.
- 6.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval BHEL.

## **7.0 Risk Purchase:**

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

- 7.1 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the security deposit.
- 7.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 7.3 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination
- 7.4 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 7.5 In case of Risk Purchase is enforced, The contractor will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.

## **8.0 Observance Of Local Laws :**

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

**9.0 Safety Of Men, Equipment, Material & Environment:**

- 9.1 All safety rules, codes applied by BHEL/its customer at port/CFS/ICD shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 9.2 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 9.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 9.4 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

**10.0 Contractor's responsibility for Insurance:**

- 10.1 **BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).**
- 10.2 **The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.**
- 10.3 **The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.**

10.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, 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 Contractor.

**11.0** All **Bill of lading**s should be issued as per UCP 600.

**12.0** Use of trumper/ tramp services/tramp vessel is **prohibited**.

**13.0 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 Contractor has no control.

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

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

13.4 Force Majeure conditions will apply on both sides.

The shipments have to be freighted in the prevailing situation of COVID 19. No condonation 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.

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

## **15.0 ARBITRATION**

15.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, 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, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.

15.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

15.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Mumbai.

15.4 The cost of arbitration shall be borne as per the award of the Arbitrator.

15.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Mumbai shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

15.6 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.

15.7 **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.

#### **16.0 Laws Governing The Contract:**

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

#### **17.0 Indemnity**

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

#### **18.0 Security Deposit**

18.1 Successful bidder shall submit 5% of the total contract value as security deposit within Three days of issue of LOA for the contract.

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

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

i) Only Electronic Fund Transfer in favor of BHEL

ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

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

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

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

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

18.2.2 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will

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

Securities / BG's shall be released after three **(3) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

#### **19.0 Earnest Money Deposit**

- 19.1 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)  
EMD of the Bidder will be forfeited if:
  - 19.2 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - 19.3 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract
  - 19.4 If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
  - 19.5 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.
  - 19.6 EMD of successful bidder will be adjusted towards part of the security deposit.
  - 19.7 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.
  - 19.8 EMD shall not carry any interest.
  - 19.9 In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs. 20.0 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months. The Bank Guarantee furnished should be strictly as per BHEL Format attached ( annexure B Attached )

#### **20.0 Discrepancy In Words & Figures: Quoted In Offer**

- 20.1 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.
- 20.2 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

- 20.3 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 20.1 and 20.2 above.
- 20.4 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.

**21.0 Requirements of Performance.**

- 21.1 All the permissions and Clearances or any other relevant authorization/indemnities from/to competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.
- 21.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- 21.3 The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.
- 21.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Contractor at his own cost.
- 21.5 In the event of contractor backing out/not performing as per the contract, suitable action will be taken by BHEL as per contract. Additionally, future business of such de-faulting Agents will be suspended with BHEL as per company policy
- 21.6 Whenever asked by company, all documents including bill of lading, delivery orders, payment invoices etc will be returned by contractor immediately not later than three working days, failing which appropriate action as deemed fit and recovery of the losses by the company will be done.
- 21.7 In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the contractor's company becomes insolvent the contract shall automatically stand terminated.

## **22.0 Short – Landed Or Damaged Goods.**

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

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

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

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

## **23.0 Subletting Not Allowed**

23.1 The contractor shall not sublet, transfer, or assign the contract or any part thereof. In case the contractor contravenes this condition, BHEL shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him.

23.2 The contractor shall not split or transfer to any other party any part of the contract during the currency of the contract.

## **24.0 Joint Survey**

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

**25.0 Guidelines for suspension of business dealings with suppliers/ contractors'**

**The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at bhel website [www.bhel.com](http://www.bhel.com). The link for the same is available at**

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

**26.0 BHEL Fraud prevention policy**

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

**27. REVERSE AUCTION:**

a) **For detailed information regarding reverse Auction procedure, please refer BHEL Reverse auction Policy available at <https://www.bhel.com/guidelines-reverse-auction-2021>**

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

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

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

## SECTION -VI

### TECHNO- COMMERCIAL CUM PQR BID (RE/MUM/EXP/EM-2102)

Sn	Technical and Pre-Qualification Requirements	Remarks /Documents Required for Qualification
1.	EARNEST MONEY DEPOSIT: The Bidders, must submit EMD in as suggested in tender document.	(Details of the EMD to be uploaded)
2.	Bidder must have an average annual turnover not less than INR 15 lakhs for the last 03 Financial years Last 03 FY shall be read as FY 2017-2018, 2018-2019 and 2019-20.	Copy of CA certificate with UDIN no/ Audited P &L account to be submitted on the portal
3.	Bidder must submit experience of having successfully executed “ International Ocean Freight” in the last 7 years (ending last day of month previous to the one in which the tender is floated) as under  (a) Three contract of value not less than INR 20 Lakhs each or Equivalent Or (b) Two contract of value not less than INR 25 Lakhs each Or ( c) One contract of value not less than INR 40 Lakhs each	satisfactory completion/Execution certificate from customer in respect of these Contracts to be submitted. Details of the customer with email and office address are also required for verification. In case completion certificate are <b>not verifiable due to any reason then such bids are liable to be rejected.</b>
4.	Bidder must have valid MTO certificate.	Copy of valid MTO Certificate to be uploaded
5.	Company Details PAN Number & GST Registration	Copy to be uploaded
6.	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.
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.	A self-certification should be submitted by the bidder indicating compliances
8.	<b>Tender Documents:</b> Entire tender document including forwarding letter of the tender document along with blank	To be sent with sign and seal at designated places

	price bid duly signed and stamped at designated places is to be sent on mail ID <b><u>finmsrodmum@bhel.in</u></b> .	
9.	<b>Compliance Letter:</b> The compliance letter duly signed and stamped on letter head is to be submitted	On letter head to be submitted
10.	<b>Transit Time: in no. of Days: As per Section I: Gist of information and Section IV: special condition</b>	Agreed
11.	<b>Transit penalty-</b> As per section IV: special conditions	Agreed
12.	<b>PAYMENT TERMS:</b> As Specified in the General terms and conditions	Agreed
13.	<b>ARBITRATION</b> As Specified in General Terms & Conditions.	Agreed
14.	<b>FORCE MAJEURE</b> As specified in the General Terms & Conditions.	Agreed
15.	<b>CANCELLATION OF THE CONTRACT:</b> As per General Terms and condition	Agreed
16.	<b>TAXES:</b> All taxes on freight, insurance and other dues of the vessel and trailers 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 discharge country being main/sub-contractor of BHEL. Only GST is payable as per actual. <b>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</b>	Agreed
17.	<b>VALIDITY:</b> The contract shall be valid till delivery of cargo covered under this contract	Agreed
18.	<b>GOVT.RULES &amp; REGULATIONS:</b> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licenses, and permits for operation in India / transit country / discharge countries. It is obligatory for CONTRACTOR to comply with regulating requirements in discharge port countries are fully met before award of the contract.	Agreed
19.	<b>LIFTING BEAMS &amp; ACCESSORIES:</b> Contractor to arrange for lifting beams/parallel bars, hydraulic stools and other	Agreed

	accessories as required for loading, unloading and transhipment of the cargo both in India and overseas.	
20.	<b>RISK PURCHASE</b> As Specified in General Terms & Conditions.	Agreed
21.	<b>Dead Freight:</b> Under any circumstances dead freight will not be paid by M/s BHEL.	Agreed
22.	<b>Vessel Detention:</b> Under any circumstances vessel detention will not be paid by M/s BHEL either at load port or at discharge port.	Agreed
23.	<b>RA terms and condition:</b> As per general terms and condition.	Agreed

**SIGNATURE AND SEAL OF BIDDER**

**SECTION –VII**  
**PRICE BID: (RE/MUM/EXP/EM-2102)**

Sl. No.	Description	Event	Currency	Lumpsum Price
1	-2	3	4	5
A1	Origin Charges : Unloading of Cargo, Inter-cartering , custom clearance, loading on the vessel, stuffing and all CFS charges (if applicable),Port handling at load port, shipping line charges along with all associated work as per scope of work excluding GST in INR	For Export from JNPT/MBPT To Kobe	INR	
A2	<b>Cost of Ocean Freighting in USD</b>		USD	
A3	Destination Charges: custom clearance, custom duties (if any), any taxes at Kobe Port, material handling, transportation up to place of delivery and any other associated charges as per scope of work <b>in USD</b>		USD	
B1	Origin Charges : loading of Cargo at supplier works, transportation , custom clearance, loading on the vessel, stuffing and all CFS charges (if applicable),Port handling at load port, shipping line charges along with all associated work as per scope of work in USD	For Re-Import from Kobe to JNPT/MBPT	USD	
B2	<b>Cost of Ocean Freighting as per scope of work in USD</b>		USD	
B3	Destination Charges like Terminal Handling Charges at JNPT/ MBPT inclusive of washing charges, Maintenance charges, Delivery order charges or any other charge at destination		INR	
	Total Cost to BHEL	{A1(5)*Exchange Rate}+A2(5)+A3(5)+B1(5)+B2(5)+{B3(5)*Exchange Rate}		

**Note: Evaluation currency will be INR. Evaluation will done on total cost to BHEL basis . For evaluation purpose USD to INR exchange rate as per SBI TT sell rate on the date of techno commercial bid opening will be considered. In case this date is holiday then rate of previous working days will be considered.**

**BHEL is intended for Export of Cargo as well as Re-import of the same however BHEL may also short close the contract after completion of Export part if such circumstance arises due to any unavoidable reason. Hence bidders are advised to quote the charges for Export and Re-import part accordingly.**

The charges to be quoted in price bid must be inclusive of:

- a. Any or all leivable GRI/RRI, congestion charges.
- b. B/L charges
- c. Insurance costs covering risk of all operations undertaken (Cargo / goods will be insured by BHEL or consignee).
- d. Hook on/hook off charges at load port as well as discharge port.
- e. All charges i.e. Stevedoring/crew and any other port charges due on vessel shall be to your account. All Mafi and corresponding charges should be included in offered price.
- f. Charges associated with Stuffing, lashing, securing the cargo.
- g. THC, CFS charges, any storage charges and other delivery charges at load/interim/Transit Ports incurred during operation of export and Re-import, no separate charges will be paid.
- h. Custom clearance at Indian port while export, custom clearance at kobe port upon arrival (export leg) along with custom duty (if any) and custom clearance at kobe port during re-import.
- i. Any other charges at load port, transit port or discharge port during export and Re-import of item as per scope of work. No other cost will be paid.
- j. GST will be paid as per Govt of India Provision.

**SIGNATURE AND SEAL OF BIDDER**

## **SECTION –VIII**

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

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

**Sub : Your Tender no RE/MUM/EXP/EM-2102**

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

Name/Signature of the Authorized signatory.

Stamp.

