



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/EM-2208

दिनांक: 06/08/2022

महोदय एवं महोदया,

**विषय: डीडीपी के आधार पर जेएनपीटी, न्हावा शेवा से पोर्ट लुइस, मॉरीशस तक कार्गो की समुद्री माल ढुलाई और आगे साइट तक परिवहन।**

बी.एच.ई.एल., बिजली उपकरण निर्माण कंपनी, इंजीनियरिंग उपकरणों के निर्यात की योजना बना रहा है। निविदा विनिर्देश में दिए गए नियमों और शर्तों के अनुरूप विषय परिवहन के लिए आपका सबसे प्रतिस्पर्धी प्रस्ताव आमंत्रित किया जाता है। भेल ने उपर्युक्त कार्गो की आवाजाही के लिए प्रस्ताव आमंत्रित किए हैं।

निविदा में शामिल हैं:

1	सूचना का सार	खंड I
2	निविदा के लिए कार्य का दायरा	खंड II
3	बोलीदाताओं को निर्देश	खंड III
4	विशेष शर्तें	खंड IV
5	सामान्य नियम और शर्तें	खंड V
6	तकनीकी वाणिज्यिक बोली पी.आर.क्यू.	खंड VI
7	निविदा मूल्य बोली	खंड VII
8	अनुपालन पत्र	खंड VIII
9	सत्यनिष्ठा संधि	खंड IX

बोलीदाताओं को सलाह दी जाती है कि वे अपने सबसे अधिक प्रतिस्पर्धी प्रस्तावों को सभी प्रकार से पूर्ण और निविदा शर्तों से किसी विचलन के बिना प्रस्तुत करें। निविदा की नियत तारीख से स्वीकृति के लिए प्रस्ताव एक महीने के लिए वैध रहेंगे। निविदा

- खंड - बोलीदाताओं को निर्देश "III" के अनुसार प्रस्तुत की जानी चाहिए। तकनीकी प्रस्ताव सभी निविदा आवश्यकताओं का पालन करना चाहिए। यह दो भाग बोली निविदा है अर्थात् तकनीकी वाणिज्यिक बोली और मूल्य बोली। केवल तकनीकी व्यावसायिक रूप से योग्य बोलीदाता की ईमूल्य बोली खोली जाएगी।- किसी भी विचलन वाले प्रस्तावों को अस्वीकार कर दिया जाएगा और बोली लगाने वाले की कीमत बोली नहीं खोली जाएगी। इस निविदा के लिए उत्क्रम नीलामी की जाएगी।

आपको धन्यवाद,

आपका विश्वासी

भारत हैवी इलेक्ट्रिकल्स लिमिटेड के लिए

-एसडी-



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/EM-2208**

**Date 06/08/2022**

To,

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

Dear Sirs and Madams,

**Sub: Ocean freighting of cargo from JNPT, Nhava Sheva to Port Louis, Mauritius and further transportation upto site on DDP basis.**

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

1	Gist of Information	SECTION I
2	Scope of Work	SECTION II
3	Instruction to bidders	SECTION III
4	Special Conditions	SECTION IV
5	General Terms and Conditions	SECTION V
6	Techno Commercial bid PQR	SECTION VI
7	Price Bid	SECTION VII
8	Compliance Letter	SECTION VIII
9	Integrity Pact	SECTION IX

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. **It is a two part bid tender i.e. Techno commercial bid and price bid. E-Price bid of only techno commercially qualified bidder will be opened. 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)

**SECTION I**  
**GIST OF INFORMATION**

BHEL intends to appoint a Contractor for Ocean freighting of PV solar modules in form JNPT to 8MW Solar PV farm, Tamarind Falls Henrietta (Phase II).

In this regard Please Note below table:

S/no		
	<b>BHEL ROD Mumbai adress:</b>	
	Contact person: Mr. Amit Kumar, Dy. manager (Exports) Mr. Sandeep Kumar, Dy. Engineer (Exports) For Escalation: Mrs. Julie Srivastava, GM (ROD-WR) 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: <a href="mailto:sandeep_kumar@bhel.in">sandeep_kumar@bhel.in</a>  Email: <a href="mailto:julie@bhel.in">julie@bhel.in</a>
2	Terms of Delivery:	<b>DDP (please refer section II for delivery address)</b>
3	<b>Load Port:</b>	<b>JNPT, Nhava Sheva, India</b>
4	<b>Discharge Port</b>	<b><u>Port Louis, Mauritius</u></b>
5	Quantum of cargo	517 MT
6	Transit Time	60 Days
7	Description of cargo	PV Solar Modules
8	Date and time of opening of (Price) Part II	will be intimated later via Email
9	EMD amount	INR 4,91,472/-
10	Value of cargo	INR 253890000/-
11	<b>Due date &amp; Time of submission of EMD &amp; Tender</b>	<b>20.08.2022 till 15:00 Hrs</b>
12	<b>Date and time of opening of (Technical) Part I</b>	<b>20.08.2022 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:** JNPT, Nhava Sheva, India.

**Discharge Port:** Port Louis, Mauritius

**Terms of delivery:** DDP

Cargo Description: PV solar Modules (06 Digit HSN code: 8541 43).

**Packing details of cargo:**

**Cargo will be packed in pallets. Total No of pallets are 574.**

**The dimension of each packed pallet is 2300mm X 1110mm X 1200mm. Weight of each pallet is 900kg.**

**Note:** *The above details are based on Engineering Design; however, shipment shall be made as per actual dimensions. The cargo volume / Gross Weight / no of container may undergo change . However, payment will be made as per actual number of container shipped.*

***The Cargo Volume / Weight / number of containers indicated is tentative which may vary with no contractual and legal binding on BHEL.***

**Tentatively complete cargo will be available for export at contractor nominated CFS by 07.09.2022.**

**Cargo is non-Hazardous in nature. 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) **Delivery Term:** Cargo to be exported from JNPT to Port Louis, Mauritius on **DDP** basis.

**Consignee Address:**

Central Electricity Board (CEB), Mauritius  
PO Box 134 Rue du Savoir,  
Ebene Cybercity  
Ebene, Postcode: 72201, Mauritius

**Cargo delivery address:**

8 MWAC Solar PV Farm [Phase-II]  
Tamarind Falls, Henrietta, Mauritius

- 2) **Container requirement:** Cargo can be shipped in multiple lots. Cargo must be shipped on FCL basis. Shipment is to be made in **29 Nos of 40'HC containers** (COC containers).
- 3) **Handling and storage of cargo:** Contractor has to arrange CFS for storage of cargo. Bidder has to provide CFS address along with technical BID.
  - Cargo will be handed over to contractor nominated CFS by BHEL.

- Contractor has to receive material upon arrival from BHEL manufacturing unit at their CFS at JNTP/ warehouse.
  - **Safe unloading of cargo at CFS will be in contractor scope.** Contractor has to inform BHEL upon receipt of cargo, issue LR acknowledgment to transporter upon receipt of cargo and provide copy of acknowledgment to BHEL. Upon arrival of trailer, contractor has to put best efforts to unload cargo and release trailer at the earliest.
  - Any visible damage to the cargo at the time of arrival must be reported immediately to BHEL.
  - Safe storage of cargo and **CFS storage charges will be in contractor scope.**
- 4) **Custom Clearance at JNPT will be in BHEL scope:** Our CHA will complete Export Customs Procedure at Load Port (Preparation of shipping documents, lodging with Customs, Export custom clearance, movement of cargo upto nominated CFS 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 as per vessel schedule, BHEL will not pay Dead freight charges in any case.*
- 5) **Pre-Shipment survey:** The contractor will have to ensure pre-shipment survey by nominated licenced surveyor of cargo for the condition of the cargo prior to stuffing in the containers and their loading on the vessel. Pre-shipment survey report must be shared with BHEL. **Cost of Pre-shipment survey is in contractor scope.** The cargo must be delivered without any deterioration/damage with respect to the pre shipment survey done.
- 6) **Fumigation** of the cargo if required will be arranged by BHEL.
- 7) **Stuffing of cargo:**
- Arrangement of empty container, ensuring soundness of empty container, handling / transportation of empty container is in **contractor's scope**.
  - Stuffing the container, lashing and chocking of the cargo and payments of any additional charges to the CFS/Shipping Line is in **contractor's scope**.
  - Contractor has to ensure optimum utilization of container space, **container stuffing plan must be shared with BHEL** before proceeding with actual stuffing (**approval of BHEL is must in this regard**).
  - The cargo is stackable upto two (02) layers (ground +1) only, the final container load plan must indicate no of layers of actual stacking. Contractor has to provide final stuffing Reports and container Load plan on Packages stuffed in container.
- 8) Transportation of stuffed container for loading on ship, loading of containers on ship and all necessary activity in due course is in contractor scope.
- 9) Endorsements on the relevant documents from relevant authorities, including BHEL/Contractor's representatives, are to be obtained by the contractor.

- 10) All THC and shipping line charges, port charges at load port /any interim port is in contractor's scope.
- 11) All Bill of lading charges to be included in offered price and no separate charges corresponding to this will be paid. Any or all applicable GRI/RRI changes also to be included.
- 12) Contractor to ensure that original bill of lading is released within 03 working days of ship sailing date. If issue of original bill of lading delayed then **penalty of ₹ 1000/- per day will be charged starting from 4th working day of ship sailing date** (sailing date exclusive and excluding Shipping line holidays) irrespective of time of sailing. Contractor may be asked to provide Express BL also without any cost implication to BHEL.
- 13) In case BHEL desires to surrender the original bill of lading at Mumbai for delivery at discharge Port, the procedure for bill of lading surrendering will have to be done by the contractor at no additional cost to BHEL.
- 14) 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.**
- 15) 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.
- 16) Contractor has to take all the necessary permissions from the relevant agencies at Port for carting of container without any involvement of BHEL.
- 17) **Contractor has to provide Pre-alert to consignee as well as BHEL 07 days prior to arrival of cargo at discharge port and give prior information to BHEL before beginning of movement towards delivery address.**
- 18) **Draft BL/MTD has to be approved by BHEL. BL/MTD has to be clean and mentioned 'FREIGHT PREPAID'.**
- 19) **Custom Clearance and discharge activity at Port Louis is in contractor scope:**
  - Discharge of cargo at Port Louis is in contractor scope, all necessary payments to shipping line, port authorities will be in contractor scope. In any case BHEL will not pay demurrage at Port.

- Custom clearance at discharge port and filing of BOE is in contractor scope. Custom registration charges if any is in contractor's scope.
- **Contractor has to coordinate with M/s BHEL and consignee while filing BOE and must share draft BOE (or share total charges payable as per BOE with detail) with M/s BHEL and consignee before filing.**
- All necessary documentation, handling, transportation, terminal handling charges (THC) at discharge port is in contractor scope.
- Return of empty container to shipping line is in contractor scope.
- Any warehouse charge at Port Louis is in contractor scope.
- Any other required activity in due course of clearance/ movement of cargo at discharge port will be in contractor scope.
- All charges corresponding to any activity at any transit port is in contractor scope.
- **Contract has to provide list of all documents required for custom clearance at discharge port and ensure collection of same before berthing of vessel.**

**20) Custom Duty at Discharge port is in BHEL scope:**

- Duty and VAT is exempted for all items. BHEL will provide all necessary documents in this regard. However, if any payment for custom registration fee and VAT has to be paid then contractor has to pay the same on behalf of BHEL and same will be reimbursed by BHEL within 15 days from submission of copy of BoE and payment proof (Only Charges mentioned in BoE will be considered for re-imbursement).
- Any penalty due to late filing, any interest due to delay in payments required as per BoE will have to be borne by contractor. However, if BHEL / consignee fail to arrange any required document, any penalty and / or interest levied due to delay of these documents will be reimbursed by BHEL subject to acceptance of such delay by BHEL.

**21) Delivery upto site is in contractor scope:**

- The consignee contact detail and delivery address is provided in SI no 01.
- Transportation of container upto site is in contractor scope. Container De-Stuffing must happen at site only. It is important to reduce handling of packages.
- Arrangement of suitable vehicle, safe loading on vehicle and arrangement of all requisite clearance from local authorities / required compliances / declaration for road transportation for delivery upto site is in contractor scope.
- Any warehousing charges during transit is in contractor scope.
- Contractor has to arrange all necessary movement permits required (if any), route survey for dispatch upto consignee address. Contractor to ensure **"Material Receipt"** Certificate **duly signed and dated** by the consignee/ BHEL or their authorized agent and provide the same to BHEL along with Bills immediately after delivery of the cargo to the vendors works.

- 22) Unloading of containers and De-Stuffing of container at site will be in BHEL / Consignee scope. Unloading and De-stuffing of containers at site will happen within 03 days of reporting to site.

However, BHEL needs 07 days detention free period from date of receipt of container at site (date of receipt of container and date of unload/ de-stuffing of container is inclusive in 07 days). If Containers not unloaded/de-stuffed within 07 days of receipt at site, then Container detention @ 50 USD per day will be paid. No other charges shall be payable. Return of empty containers to shipping line is in Contractor scope.

Site acknowledgement or BHEL email confirmation will be considered regarding date of reporting at site and date of unloading / de-stuffing of container.

Contractor has to coordinate with BHEL Site and BHEL Mumbai for confirmation of these dates.

*SBI TT selling rate of USD-INR on the date of BOE will be considered while processing payment of container detention if any. In case BOE date being holiday, rate prevailing on previous working day will be considered.*

- 23) 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.

- 24) 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.

- 25) **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.

- 26) Contractor has to keep close coordination with our CHA, plan activity efficiently and also coordinate with consignee. Under any circumstances BHEL will not pay dead freight and vessel detention charge.

- 27) You will follow all local laws / acts / rules prevailing in Transit while transporting the cargo without any liability to BHEL and indemnify BHEL from any mishap / claims while Undertaking the work.

- 28) Engage competent agencies overseas for handling the equipment safely. These agencies should also knowledgeable about the prevalent rules and regulation in the respective countries. Indemnify BHEL for any defaults/defects/expenditures in these countries while handling cargo on behalf of BHEL.

**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:

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 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.

**It is a two part bid tender i.e. Techno commercial bid and price bid. E-Price bid of only techno commercially qualified bidder will be opened.**

**Sign and Seal of the Bidder**

**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 for each lot is **60 days**.

Transit time of particular lot will start from **next day of out of charge date (LEO date) of last shipping bill for the particular lot**. The transit end date will be **date of delivery of package at DDP address** (date mentioned on Proof of delivery/ material receipt certificate or BHEL confirmation will be considered in this regard).

Lot size will be decided by BHEL.

- (3) **Transit penalty:** The transit delay beyond the permitted transit period shall attract a penalty of **0.7% 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) **Draft BL/MTD has to be approved by BHEL. BL/MTD has to be clean and mentioned 'FREIGHT PREPAID'.**
- (5) **BHEL needs 07 days detention free period from date of receipt of container at site (date of receipt of container and date of unload/ de-stuffing of container is inclusive in 07 days). If Containers not unloaded/de-stuffed within 07 days of receipt at site, then Container detention @ 50 USD per day will be paid. No other charges shall be payable. Return of empty containers to shipping line is in Contractor scope.**

***For processing of detention payment: SBI TT selling rate of USD-INR on the date of BOE will be considered while processing payment of container detention if any. In case BOE date being holiday, rate prevailing on previous working day will be considered.***

(6) **Payment terms:**

**A. For Export:** 100 % payment of each lot shall be paid within 30 days of submission of following documents after delivery of cargo of that lot on DDP basis.

- i) Digitally signed/ Signed & sealed Original Freight invoice.
- ii) Copy of Bill of lading
- iii) Vessel compliance certificate
- iv) Sailing report/Track report of shipping company or their agent.
- v) Copy of Cargo Arrival Notice given to the consignee/BHEL.
- vi) Copy of BOE
- vii) Material receipt certificate issued by BHEL/ BHEL confirmation regarding receipt of goods at site duly indicating date of cargo arrival at destination.
- viii) Container Load plan.

**Payment will be made as per actual no of container shipped.**

**B. Note for Reimbursement of Custom Charges:** Custom Duty and VAT is exempted for cargos for this project, BHEL will provide all requisite document in this regard.

However, if any payment for custom registration fee and VAT has to be paid then contractor has to pay the same on behalf of BHEL and same will be reimbursed by BHEL within 15 days from submission of copy of BoE and payment proof (Only Charges mentioned in BoE will be considered for re-imburement).

The Payment of custom registration fee (if any) and VAT (if any) will be based on SBI TT selling exchange rate of Currency mentioned in BE – INR. SBI TT selling rate prevailing on BE date at discharge port will be considered. In case of such date being bank holiday then SBI TT selling rate of previous bank working day will be considered. *Contractor has to provide SBI exchange rate certificate for SBI TT selling exchange rate of Currency mentioned in BE – INR.*

(7) **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.

**(8) 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) on GST, 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 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.

- (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 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) "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 guideline 2021. Guidelines for suspension of business dealings/Reverse auction with suppliers/contractors are available on website <http://www.bhel.com/index.php/vender>.**
- (12) **Tentatively 29 Nos of 40' COC HC containers has been envisaged by BHEL. However,**
- (i) in case of exigency, if BHEL desires to ship any portion of the consignment in 20 feet container**  
**or**
- (ii) In case extra containers (20 feet or 40 feet) is required**  
**Then payment of extra 40 feet container(s) will be done as per rates (origin, freight and destination) finalized in this tender and payment of 20 feet container(s) will be done at 50% of rate of 40 feet container of respective category as finalized in tender. Decision regarding usage of extra containers is in sole discretion of BHEL.**
- (13) **All Cargo reported at CFS on or before 31.10.2022 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 31.10.2022 may be executed under this contract with mutual consent of M/s BHEL and contractor.**
- (14) **The order will be placed only one party due operational exigency / efficiency.**

**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 leashing 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 EM-2208

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

Mandatory documents to be submitted

Sn	Description	Remarks
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 MTO registration (Copy of MTO 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 <b>Rs 73.7</b> 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>
4.	<b>Experience of having successfully completed similar works:</b> The Bidder must submit proof of having successfully executed <b>“Multimodal (involving two or more modes of Transport) Logistics contract inclusive of ocean freighting”</b> in the last seven years (ending last day of month previous to the one in which tender was floated) as under  (a) Three contracts of value not less than <b>Rs 98.29</b> lakhs each. OR (b) Two contracts of value not less than <b>Rs 122.86</b> lakhs each. OR (c) One contract of value not less than <b>Rs 196.58</b> lakhs.	<b>Copy satisfactory completion/Execution certificate from customer in respect of these Contracts showing value of contract to be submitted.</b> 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>
5.	<b>Bidder Must have a valid GST Registration (copy to be enclosed)</b>	Copy to be submitted

6.	<b>Pan copy to be enclosed</b>	Copy to be submitted												
7.	<b>Tender Documents:</b> Entire tender document along with <b>blank price</b> bid is to be uploaded with sign and seal of authorized signatory as acceptance of all tender terms and conditions.	To be submitted												
8.	<b><u>Compliance Letter:</u></b> The compliance letter duly signed and stamped on letter head should be submitted.	To be submitted												
9.	<b>CFS details:</b> CFS complete address	To be submitted												
10.	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 to be <b>submitted.</b>												
11.	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>												
12.	<b><u>Authority Letter</u> :</b> An authority letter indicating that the person signing the IPA is the duly authorized by the company/firm	To be submitted												
13.	<b><u>Contact person details to act as single point of contact: Name, email ID and contact number</u></b>	To be submitted												
14.	<p>Integrity pact Agreement (IPA) (Refer annexure I)</p> <p>(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table border="1"> <thead> <tr> <th>Sl</th><th>IEM</th><th>Email</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr> <tr> <td>2.</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr> <tr> <td>3.</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr> </tbody> </table>	Sl	IEM	Email	1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	Bidder has to submit Integrity pact with sign.
Sl	IEM	Email												
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in												
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in												
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in												

	<p>(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only. Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department For all clarifications/ issues related to the tender, Please contact representative details given in the General information section of this tender.</p>	
	<b><u>OTHER TENDER TERMS AND CONDITIONS</u></b>	
1.	<p><b>Tentatively 29 Nos of 40' COC HC containers has been envisaged by BHEL. However,</b></p> <p><b>(i) in case of exigency, if BHEL desires to ship any portion of the consignment in 20 feet container</b></p> <p style="text-align: center;"><b>or</b></p> <p><b>(ii) In case extra containers (20 feet or 40 feet) is required then payment of extra 40 feet container(s) will be done as per rates (origin, freight and destination) finalized in this tender and payment of 20 feet container(s) will be done at 50% of rate of 40 feet container of respective category as finalized in tender. Decision regarding usage of extra containers is in sole discretion of BHEL.</b></p>	Agreed
2.	<p><b>BHEL needs 07 days detention free period from date of receipt of container at site (date of receipt of container and date of unload/ de-stuffing of container is inclusive in 07 days). If Containers not unloaded/de-stuffed within 07 days of receipt at site, then Container detention @ 50 USD per day will be paid. No other charges shall be payable.</b></p>	Agreed
3.	<p><b><u>Transit Penalty</u> : As per tender Terms and conditions</b></p>	Agreed



4.	<b><u>Payment Terms:</u></b> As per tender Terms and conditions	Agreed
5.	<b><u>Force Majeure:</u></b> As per tender Terms and conditions	Agreed
6.	<b><u>Validity:</u></b> As per tender Terms and conditions	Agreed
7.	<b><u>RA terms and condition:</u></b> RA will be conducted on the Total Price received in the price bid. Bidder must go through RA guideline available on BHEL website.	Agreed
8.	<b><u>Additional War Risk Insurance:</u></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
9.	<b><u>Cancellation of The Contract:</u></b> As per tender Terms and conditions	Agreed
10.	<b><u>INDEMNITY:</u></b> Bidder shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
11.	<b><u>Taxes:</u></b> As per tender Terms and conditions	Agreed
12.	<b><u>Govt. Rules &amp; Regulations:</u></b> As per tender Terms and conditions	Agreed
13.	<b><u>ARBITRATION &amp; CONCILIATION:</u></b> as per tender terms and conditions	Agreed
14.	<b><u>Risk Purchase:</u></b> As per tender Terms and conditions	Agreed
15.	<b><u>Dead Freight:</u></b> Contractor has to coordinate with M/s BHEL and its authorized CHA as well as with Shipping line 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**  
**PRICE BID AND PRICE BREAK UP**  
**RE/MUM/EXP/EM-2208**

Sch code	Description	No of Containers	Currency	Weightage of each schedule	Charges for all containers corresponding to particular Schedule=Rate quoted in Price Bid Column ( D ) *Weightage (5)	Charges per Container for particular Schedule
1	-2	-3	-4	-5	-6	(7)=(6)/(3)
Sch (A)	<b>Origin Charges :</b> All CFS charges, material handling, THC including Inter-carting , CFS/warehouse storage, stuffing, lashing, Port handling, transportation, BL charges etc at JNPT port as per scope of work for <b>40' HC</b> container excluding GST	29	INR	<b>0.04</b>		
Sch (B)	<b>Ocean Freight:</b> Cost of Ocean freighting per container as per the scope of work From JNPT port to Port Louis, Mauritius inclusive of any other charges like transshipment port cost as per scope of work for <b>40' HC</b> container	29	INR	<b>0.64</b>		
Sch (C)	Destination Charges: Total charges for custom clearance charges, documentation charges (exclusive of if applicable, custom registration fee and taxes), overseas handling and land transportation of cargo Inclusive of all the activities defined in the scope of work from Port Louis to DDP address	29	INR	<b>0.32</b>		
	Total Cost to BHEL = Sch A 6)+ Sch B (6)+Sch C(6)					

**PRICE BID**

Description	Currency	No of Containers	Lump sum Price ( <u>Total Cost to BHEL</u> ) for Entire Contracted Scope for Total 29 nos of containers
(A)	(B)	(C)	(D)
Lump sum Price ( <u>Total Cost to BHEL</u> ) for Entire Contracted Scope corresponding to Total 29 nos of containers in Indian Rupee (INR)	INR	29	

*Contractor has to quote only lump sum (total cost to BHEL) in INR for entire contracted scope of work in price bid. This lump sum price shall be distributed in all schedules (A to C) in INR as per ration of weightage mentioned in column (5) of section VII- price break up.*

The price should be quoted strictly as per above format considering all the following.

**Reverse Auction will be conducted for this tender on the basis of quoted lump sum price.**

Note 1. Price offered should be inclusive of:

- a. Origin charges as per scope of work.
- b. Ocean Freight charges as per terms of delivery.
- c. Destination charges as per scope of work.
- d. BL charges, any or all GRI/RRR, congestion charges, storage charges, material handling etc.
- e. Insurance costs covering risk of all operations undertaken (Cargo / goods will be insured by BHEL or consignee).
- f. All /FSC/ /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.**
- g. Any other charge at load port, transit port or discharge port during export of goods as per scope of work and delivery terms.
- h. All Incidental works involved while executing the work as per scope is to be included and no incidental/ additional cost will be paid.

Note 2:

- **Payment will be made as per actual no of container shipped.**

- All cargo is exempted from Basic custom duty and VAT and same **must not be included** in the above quoted rates.
- Contractor has to coordinate with M/s BHEL and consignee while filing BOE and must share draft BOE (**or share total charges payable as per BOE with detail**) with M/s BHEL and consignee before filing.
- However, if any payment for custom registration fee and VAT has to be made then contractor has to pay the same on behalf of BHEL and same will be reimbursed by BHEL within 15 days from submission of copy of BoE and payment proof (Only Charges mentioned in BoE will be considered for re-imburement). Reimbursement of charges mentioned in BoE will be based on SBI TT selling exchange rate of INR – Currency mentioned in BE. SBI TT selling rate prevailing on BE date at discharge port will be considered.
- **Tentatively 29 Nos of 40' COC HC containers has been envisaged by BHEL. However, (i) in case of exigency, if BHEL desires to ship any portion of the consignment in 20 feet container. or**  
  
**(ii) In case extra containers (20 feet or 40 feet) is required then payment of extra 40 feet container(s) will be done as per rates (origin, freight and destination) finalized in this tender and payment of 20 feet container(s) will be done at 50% of rate of 40 feet container of respective category as finalized in tender. Decision regarding usage of extra containers is in sole discretion of BHEL.**
- Unloading of containers and De-Stuffing of container at site will be in BHEL / Consignee scope. Unloading and De-stuffing of containers at site will happen within 03 days of reporting to site.  

However, BHEL needs 07 days detention free period from date of receipt of container at site (date of receipt of container and date of unload/ de-stuffing of container is inclusive in 07 days). If Containers not unloaded/de-stuffed within 07 days of receipt at site, then Container detention @ 50 USD per day will be paid. No other charges shall be payable. Return of empty containers to shipping line is in Contractor scope.

  - Tender will be evaluated on the basis of total cost to BHEL basis.
  - The Evaluation currency for this tender is Indian National rupees.
  - The quoted rates will remain firm during currency of contract as well as during extended period.

**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,  
14/15<sup>th</sup> Floor, World Trade Centre-1,  
Cuffe Parade, Mumbai –5

**Sub: Your Tender no: RE/MUM/EXP/EM-2208**

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

## **SECTION- IX**

### **INTEGRITY PACT**

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

and

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

#### **Preamble**

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

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

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

#### **Section 1- Commitments of the Principal**

- 1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any

other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.
  - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process , terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate

"Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above , the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

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

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

#### **Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which



constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

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

8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.

8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.

8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has

not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

8.13 The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL .

## **Section 10 - Other Provisions**

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor(s ) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep

confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal  
(Office Seal)

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

**Place**-----  
Date \_\_\_\_\_

Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness:  
(Name & Address)

Witness:  
(Name & Address)