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Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

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

Phone: 022-22171350/371/303/333/301

No.RE/MUM/EXP/ ES-2030

Date: 27/03/2021

To,

M/s _____

Dear Sirs,

Sub: Ocean Freighting of Engineering components (less than container load) from JNPT India to Apapa Port, Nigeria 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 |
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The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for One month for acceptance from the due date of tender. Tender should be submitted stated in “Instruction to bidders – Section - III”. The technical offer should comply with the all tender requirement. **The offers with any deviation will be rejected and the price bid of the bidder will not be opened.**

REVERSE AUCTION WILL BE DONE FOR THIS TENDER.

Thanking you,

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

-SD-

Deputy Manager (Exports)

SECTION I
GIST OF INFORMATION

BHEL intends to appoint a Contractor for ocean freighting of engineering components **from JNPT India to Apapa Port, Nigeria on DDP and CIF basis.**

In this regard Please Note below table:

Sno		
1	BHEL ROD Mumbai address:	
	Contact person:	
	Mr. Saket Bharadvaj, Dy. Mgr (Exports)	Ph No. 022- 22171343 Mob: 9619422502 E-mail: saket@bhel.in
	Mr. Amit Kumar, Sr. Engineer (Exports)	Ph No. 022- 22171350 Mob: 9884657089 E-mail : amitkumar.s@bhel.in
	Office Address:	Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, Centre-1, World Trade Center,Cuffe Parade, Mumbai, Maharashtra, India Ph No. 22171371
2	Load Port	JNPT , Nhava Sheva, India
3	Discharge Port	Apapa, Nigeria
4	No of Lots	1
5	Type of container	Suitable Container
6	EMD Amount	INR 8231/-
7	Due Date and time of submission of EMD and tender	02.04.2021 till 15:00 hrs
8	Date and time of opening of (technical) Part I	02.04.2021 till 15:05 hrs
9	Date and time of opening of (price bid) Part II	To be intimated later via eprocurebhel.co.in portal
10	Transit Time	80 Days
		Packing List A
11	Terms of Delivery:	DDP
12	Quantum of cargo	900 kg / 3.85 CBM
14	Description of cargo	Exhaust Plenum
15	Value of Cargo to be shipped	INR 70,000/-
		Packing list B
		DDP
		115 kg / 0.36 CBM
		Hydraulic Pump
		Under Import duty exemption certificate

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

The tentative packing list is detailed below:

S.No.	Description	Incoterms	HSN Code	Dimension of cargo				Gross Wt. of Cargo
				L (mm)	B (mm)	H (mm)	CBM	(kg)
Packing list A	Exhaust Plenum (stackable and tiltable)	DDP	84119900	2850	2250	600	3.85	900
Packing list B	Hydraulic Pump (Non-stackable)	DDP	84119900	1100	560	590	0.36	115

- (i) Cargo is non- Hazardous.
- (ii) Cargo shall be moved as **Less than container (LCL) load only**.
- (iii) The above details are based on Engineering Design and dimensions may undergo change upto $\pm 20\%$.
- (iv) Bidders are advised to go through the tender document fully before submitting their offers.
- (v) **Cargo has to be exported in single lot. Two separate Bill of lading must be issued for packing list A and packing list B.**

Sign and Seal of the Bidder

SECTION II SCOPE OF WORK

The scope of work covers the following:

- 1) Completion of Export Customs clearance and related activities like filing of shipping bill and providing necessary endorsed documents of export (EP/ EC copy of S/Bills, SDF etc.) including processing of drawback claim and ensure the same is received by BHEL in their bank account, overtime formalities, etc. **will be done by OUR CHA.**
- 2) The contractor will have to nominate a CFS. Cargo shall be delivered by BHEL at that CFS.
- 3) **The contractor shall arrange for safe unloading** of the cargo received at the CFS, safety of cargo during custody is to be ensured. Contractor has to intimate BHEL upon receipt of cargo.
- 4) Any damage observed at the time of receipt of cargo must be reported to BHEL.
- 5) All activities like Arrangement of required container, stuffing the container, lashing & chocking of the cargo and payments of additional charges to the CFS/Shipping Line will have to be done **by the contractor. Cargo should be shipped on LCL basis only.** All CFS charges including storage charges, if any, will be to the contractor's account. The contractor is required to keep close coordination with all agencies for necessary further planning of shipment.
- 6) Contractor to ensure the containers are stuffed and transported timely so that there are no Container detention charges incurred. Any or all **ground rent /container detention charges at load port will be on the account of the Contractor.** Any or all **ground rent /container detention charges at discharge port for DDP shipment will be on the account of the Contractor.**
- 7) **The contractor should ensure that the cargo is shipped in required container ensuring safety till discharge port.**
- 8) Safety of cargo must be ensured during transportation from discharge port to DDP address.
- 9) Endorsements on the relevant documents from relevant authorities, including BHEL/Contractor's representatives, are to be obtained by the contractor.
- 10) The contractor will have to **ensure pre shipment survey cum measurement** by surveyor of cargo and notify BHEL for the condition of the cargo prior to stuffing in the containers and their loading on the vessel, corresponding cost will be in contractor scope. The cargo

must be delivered without any deterioration/damage with respect to the pre shipment survey done.

11) Provide stuffing Reports and container Load plan on Packages stuffed in container.

12) Contractor to ensure safe securing / lashing of packages for shipment of the above equipment till discharge port.

13) Contractor is required to perform below activities for DDP delivery (for both packing list A & B) :

- a. Custom registration of cargo (custom registration fee will be reimbursed as per actual).
- b. Custom clearance of cargo at discharge port. Custom duty at the discharge port will be reimbursed as per actual. Please refer payment terms mentioned in Section IV, Clause 5 for details.
- c. The item pertaining to packing list B are covered under import duty exemption certificate hence no duty is payable in Nigeria. Copy of IDEC along with supporting documents will be shared to successful bidder. This item is covered under LC, hence coordination with **Sterling bank, lagos** for document collection and custom clearance will be required.
- d. De- stuffing of container at discharge port.
- e. All THC, CFS charges and any other related charges with respect to DDP delivery will be borne by contractor and has to be included in offered price. **(Sl. No 03 of BOQ)**
- f. All the procedure including bond, approvals and any other activity required during clearance at discharge port has to be completed by the contractor.
- g. Arrange for overseas transportation upto below address:

1x26MW Gas Fired Power Plant

Nearby Tinapa Business Resort, Free Zone (TBRCFZC)

Adiabo, Calabar, Cross River State, Nigeria.

(Mobile) +234-9073839427 / +234-8182037824

14) Contractor to ensure there is no EGM error in custom due to which release of EP copy is delayed. If it found later on that there EGM error then contractor has to resolve the issue with custom. Else the cost towards the same will be recovered from contractor bill.

- 15) Contractor must give required intimation to the consignee as well as BHEL one week advance before the arrival of cargo at discharge port.
- 16) **Separate Bill Of Lading must be issued for packing list A and packing list B.**
- 17) Contractor to ensure that original bills of lading are 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) irrespective of time of sailing. Contractor may be asked to provide Express BL also without any cost implication to BHEL.
- 18) 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.**
- 19) 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.
- 20) Under no circumstances vessel detention, container detention and dead freight will be paid by M/s BHEL at any port including load port and discharge port, contractor has to ensure proper coordination with our CHA / Consignee / Agent and plan accordingly.
- 21) Take all the necessary permissions from the relevant agencies at all Ports for carting of container without any involvement of BHEL.
- 22) 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.
- 23) Insurance of the cargo up to site shall be arranged by BHEL. However the CONTRACTOR to ensure:
- Lodging of first information to the underwriters and the other parties to protect BHEL's claim as required.
 - Immediate forwarding of information as required enabling us for lodging the claim with the Underwriters.
 - Coordinate with the Insurance Company for survey etc.

- 24) 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.
- 25) The above mentioned scope of work is not exhaustive and bidder has to perform any other necessary task to enable export of goods.

Sign and Seal of the Bidder

SECTION III

INSTRUCTIONS TO BIDDERS

GUIDELINES FOR OFFER SUBMISSION:

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

Name: R. Inchara

Email ID: inchinchu@gmail.com

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.

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 is 80 days.** The transit period shall start from “**Next day of Customs out of charged cargo date**”. The shipping bill out of charge date shall be taken as custom clearance date. The transit end date will be **date of delivery of entire cargo at DDP address** (date mentioned on Proof of delivery/ material receipt certificate will be considered in this regard). If any document/ clearance, which is in BHEL scope, is delayed then same number of days will be adjusted while calculating transit time.
3. **Transit penalty** for delay above transit time shall be 5% per week or part thereof limited to a maximum of 10% **of the total contract value**.
4. **Draft BL/MTD has to be approved by BHEL. BL/MTD has to be clean and mentioned ‘FREIGHT PREPAID’.**
5. **Payment terms:** 100 % Shipment Freight shall be paid within 30 days of submission of following documents after delivery of cargos as per scope of work:

Following documents are required to be submitted with contractor’s bills for 100% Bill:

- i. Digitally signed/ Signed & sealed Original Freight invoice.
- ii. Copy of B/L.
- iii. Proof of submission of Original Bill of Lading to M/s BHEL office.
- iv. Sailing report/Track report of shipping company or their agent.
- v. Vessel Certificate with respect to Sl.No.17 of scope of work
- vi. Proof of date of cargo reached at destination (date mentioned on Proof of delivery/ material receipt certificate will be considered in this regard).

Note: Custom Duty along with custom registration charges paid at the destination port will be reimbursed as per actual within 15 days of submission of all necessary documents (BE along with proof of payment). The Payment of custom duty 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.

6. **INVOICES AND PAYMENTS**

- I. The Bidder will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- II. **All the Bills should be in the name of BHEL, ROD, Mumbai having GSTN 27AAACB4146P1ZF.**
- III. **Billing Address:** BHEL ROD Mumbai, 15th 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 Freight shall be paid on the actual quantities Shipped /Transported.
- XII. The payments shall be made through RTGS/NEFT. The Bidder would be required to submit bank details for receiving the payments.
- XIII. For Ocean freight payment, exchange rate shall be as per SBI/India TT Selling exchange rate prevailing on the date of sailing of the vessel. The exchange rate of the day of sailing of vessel would also be applied for the overseas land transportation payments in Indian Rupees. In case above dates fall on holidays the Exchange rate as defined above should be considered for the previous working day.
- 7. Taxes & Duties**
- I. All taxes and duties including Charges, Royalties, any State or Central Levy, cess by whatever name called for the execution of work applicable in India as well as in destination **are included in the quoted price. GST & applicable Cess, if any, in India will be payable extra as enumerated in Payment terms.**
- II. TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- III. TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- IV. Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.
8. Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT &TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.
9. Two consecutive transit delays, for reasons of delay attributed to the Contractor, in execution of the contracts where delay occurred is such that

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

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

- 10. "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site <http://www.bhel.com/index.php/vender>.
- 11. Bidders must go through Guidelines for suspension of business dealings/Reverse Auction. Guidelines for suspension of business dealings/Reverse auction with suppliers/contractors are available on website <http://www.bhel.com/index.php/vender>.
- 12. **VALIDITY:**
The contract shall be valid till the cargo received at Load Port are shipped under the contract and delivered at discharge port.
- 13. Bidder to intimate M/s BHEL immediately on the day of Export of Goods to BHEL along with all relevant details and a scanned copy of Tax Invoice through E-mail (E- mails mentioned in section I) for enabling BHEL to meet its GST related compliances. Hard copies must be sent to Postal address mentioned in section I
In case of delay in submission of the above mentioned 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.

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. DEFINITIONS:

- 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, LOI, 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 ton or volume in cubic meter whichever is greater.
- 1.14. LOT: Supplies which are shipped on single voyage/Flight of each vessel/Barge/Aircraft arranged by bidder/ supplier.
- 1.15. PROJECT CARGO: Shall mean any cargo comprising of equipment, fabricated items, and components of the manufactured equipment / system of: Mechanical, Electrical, Instrumentation & Control, Electronics, Metal structures / pipes, Large/ Heavy Engineering machinery, transformer oil, Resins, insulation material , hardeners etc. or a mix thereof, Items used in power plants, transported as a containerized shipment and break-bulk shipment during the course of national or international transportation or exportation-importation.

2. ISSUE OF NOTICE:

The Bidder shall furnish the name, designation and addresses of his authorized agents/associates at Kolkata/ Chennai / 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 LOI 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

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.

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:

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.

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.

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 :

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.

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.

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 & equipment the trucking & terminal handling charges will be to bidder's accounts.

7. RISK PURCHASE:

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

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.

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.

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

8. OBSERVANCE OF LOCAL LAWS :

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.

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.

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.

9. SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

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.

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.

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 give an idea for the bidder and bidder shall adhere to all safety precautions warranted for the execution of the contract.

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.

10. INSURANCE:

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

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

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.

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.

11. FORCE MAJEURE:

The following shall amount to force majeure conditions:-

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.

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.

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.

Force Majeure conditions will apply on both sides.

The shipments have to be freighted in the prevailing situation of COVID 19. No condonation of delay/ transit penalty on grounds of COVID 19 will be entertained. Shipments have to be done in its stipulated time frame in the existing conditions only.

12. PREVENTION OF CORRUPTION:

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.

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.

13. SETTLEMENT OF DISPUTE

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

14. ARBITRATION

- a) Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.
- b) The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

- c) Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Mumbai.
- d) The cost of arbitration shall be borne as per the award of the Arbitrator.
- e) Subject to the arbitration in terms of Clause 16 above, the Courts at Mumbai shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- f) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.
- g) **In case of contract with Public Sector Enterprise (PSE) or a Government Department:** In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

15. 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.

16. SHORT – LANDED OR DAMAGED GOODS.

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

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

17. REQUIREMENTS OF PERFORMANCE.

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

18. 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.

19. SECURITY DEPOSIT

- a) Successful bidder shall submit 5% of the total contract value as security deposit within Five days of issue of LOI for the contract. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit
- b) Security deposit may be made in any of the following ways:

- i) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL.
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bidder to obtain the proforma for Bank Guarantee format from BHEL on issue of LOI.
- iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).
- iv) Securities available from Indian Post offices such as National Savings Certificates, KisanVikasPatras etc. (held in the name of Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL).
 - i. Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith
- c) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Bidder or recovered from payment/s due to the Bidder.
- d) The security deposit shall not carry any interest.
 - i. (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 Three **(3) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

20. EARNEST MONEY DEPOSIT:

- a) The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :
 - i) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - ii) EMD can also be accepted in the form of FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- b) 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 LOI/ Contract
 - (iii) If the bidder declines to accept the LOI 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
- c) 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.

- d) EMD of successful bidder will be adjusted towards part of the security deposit.
- e) EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.
- f) EMD shall not carry any interest.

21. DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

- a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 23.1 and 23.2 above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

22. 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.

23. CANCELLATION OF THE CONTRACT:

- a) BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time or any reason whatsoever. BHEL shall have the right to forfeit the security for poor performance of Bidder leading to cancellation of contract.
- b) 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.
- c) 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.

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

24.1. Commitment by BHEL:

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

24.2. Commitment by Bidder/ Supplier/ contractor:

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

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

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

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

For MSE vendors getting award-

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

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

27. LICENSE/ PERMISSION/ REGISTRATION:

- a) 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. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Bidder shall be entertained by BHEL for any breach of the provisions/Acts or laws by the Bidder.
- b) 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.
- c) 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.
- d) The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

- e) 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.
- f) 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.
- g) 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

- a) 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.
- b) 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.
- c) 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. PROGRESS REPORTING

- a) The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the Bidder intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
- b) The daily reports shall clearly indicate the work force deployed, category-wise, specifying also the activities in which they are engaged.
- c) Weekly progress review meetings will be held at any required location during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the Bidder shall present program of subsequent week. The Bidder shall constantly update/revise his work program to meet the overall requirement.
- d) Periodic progress reviews on the entire activities of execution in respect of scope of bidder will be held once in a month at any location. These meetings will be attended by reasonably higher officials of the Bidder and will be used as a forum for discussing all areas where

progress needs to be speeded up. The Bidder shall be further responsible for ensuring that required steps are taken to meet various targets decided upon such meetings.

- e) During execution Bidder shall take colour digital photograph on mobile and forward on whatsapp/email etc for each milestone every month/fortnight/week as applicable for all important activities of the works during progress and after reaching of consignment at major locations.
- f) Successful bidder has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in CD/Removable hard disk (as per requirement) and handed over to BHEL on monthly basis.
- g) The bidder shall be bound to report movement progresses of all outgoing consignments through electronic communication systems such as Fax, Mobile telephony/STD hones/Roaming cell phones, email, web based monitoring system or any other mode desired by BHEL at regular intervals.
- h) For consignments carried by Hydraulic trailers, the transporter shall ensure that the vehicle driver carries with him a mobile phone to enable BHEL/Customer to contact him for monitoring the progress. The mobile phone No. shall be intimated to BHEL before the consignment is moved. Besides, daily status of movement shall be conveyed by e-mail to BHEL.

30. CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

- a) 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
- b) 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
- c) 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.

31. EXPEDITING :

- a) Bidder should expedite cargo arrival by following up with BHEL MUs/BHEL vendors / transporters based on the pending cargo remaining in the packing list and vessel /Barge likely being planned.

- b) 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

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

Sign and Seal of the Bidder

SECTION –VI

TECHNO- COMMERCIAL CUM PQR BID (RE/MUM/EXP/ES-2030

Sn	Technical and Pre-Qualification Requirements	Remarks /Documents Required for Qualification
1.	EARNEST MONEY DEPOSIT: The Bidders, must submit EMD in as suggested in tender document.	(Details of the EMD to be uploaded on portal)
2.	Average Annual Turnover: The Bidder must have an average annual turnover not less than Rs 1.24 lakhs for the last three years (CA certificate with UDIN no / Audited P&L account to be submitted / uploaded) (FY 2017-18, 2018-19, 2019-20), in case final Audit of FY 2019-20 is not completed, last three year may be considered as FY 2016-17, FY 2017-18 and 2018-19).	CA certificate having UDIN/ Audited balance sheets inclusive of P&L Statement to be uploaded on portal
3.	Bidder must submit experience of having successfully executed “ <i>International Ocean Freight Contract</i> ” in the last 7 years (ending last day of month previous to the one in which the tender is floated) as under: (a) Three contract of value not less than INR 1.64 Lakhs each or Equivalent or (b) Two contract of value not less than INR 2.05 Lakhs each Or (c) One contract of value not less than INR 3.29 Lakhs	Copy satisfactory completion/Execution certificate from customer in respect of these Contracts showing value of contract to be uploaded on portal. Details of the customer with email and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.
4.	Bidder must have valid MTO certificate.	Copy of MTO Certificate to be uploaded on portal
5.	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 dated after publication of NIT should be submitted on company letter head by the

		bidder indicating compliances.
6.	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	A self-certification dated after publication of NIT should be submitted on company letter head by the bidder indicating compliances.
7.	Company Details PAN Number & GST Registration	Copy to be uploaded on portal
8.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped on each page is to be uploaded on portal.	to be uploaded on portal with sign and seal at designated places
9.	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be uploaded on portal.	to be uploaded on portal on company letter head
10.	Bidders whose performance is evaluated as “not satisfactory” by BHEL in any Ocean freight contract of BHEL in last 1 year /or Bidders on which risk purchase has been done in last 1 year by BHEL/ Or Bidders on which Show cause notice has been issued under suspension of business dealings and matter is still pending, shall not be considered for evaluation and their bids will be rejected.	Agreed
11.	Transit Time: As per special conditions	Agreed
12.	Transit penalty As per special conditions	Agreed
13.	PAYMENT TERMS: As Specified in the special conditions	Agreed
14.	ARBITRATION As Specified in General Terms & Conditions.	Agreed
15.	FORCE MAJEURE As specified in the General Terms & Conditions.	Agreed
16.	ADDITIONAL WAR RISK INSURANCE: 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
17.	CANCELLATION OF THE CONTRACT: As per General Terms and condition	Agreed
18.	TAXES: All taxes on freight, insurance and other dues of the vessel and trailers shall be to the Contractor’s A/c. The Contractor shall be responsible for payment of any Sales, Service, Income Tax or any other form of Tax leviable not envisaged in the tender on transportation activity carried out in discharge country being main/sub-contractor of	Agreed

	BHEL. Only GST is payable as per actual. 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	
19.	VALIDITY: The contract shall be valid till delivery of cargo covered under this contract	Agreed
20.	GOVT.RULES & REGULATIONS: CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licenses, and permits for operation in India / transit country / discharge countries. It is obligatory for CONTRACTOR to comply with regulating requirements in discharge port countries are fully met before award of the contract.	Agreed
21.	RISK PURCHASE As Specified in General Terms & Conditions.	Agreed
22.	Dead Freight: Under any circumstances dead freight will not be paid by M/s BHEL	Agreed
23.	Vessel Detention: Under any circumstances vessel detention will not be paid by M/s BHEL either at load port or at discharge port.	Agreed
24.	Container Detention: Under any circumstances container detention will not be paid by M/s BHEL at load port. For discharge port, 15 days of free detention period should be provided.	Agreed

Sign and Seal of the Bidder

SECTION VII

PRICES BID

PRICE BID: RE/MUM/EXP/ES-2030

Sl. No	Description	Total CBM	Currency	Rate per CBM	Total Price
1	2	3	4	5	6= 3 X 5
01	Origin Charges: Cost of material handling at various places, transportation from CFS to required places, lashing, chocking, stuffing, CFS and THC including Inter-carting , CFS storage, Port handling at load port and any other pre-fob activity as per scope of work for packing list A & B in INR excluding GST.	4.21	INR		
02	Cost of Ocean freighting as per the scope of work From JNPT port to Apapa Port Nigeria inclusive of any other charges as per scope of work excluding GST in USD for packing list A & B.	4.21	USD		
03	Destination charges: Overseas THC, Custom clearance , Transportation Charges at discharge port Inclusive of all the charges as defined in the scope of work for packing List A & B in USD excluding GST	4.21	USD		
	Total price for finalization of L1= Sl. No 01 + Sl. No 02+ Sl. No 03				

Note:

- i. **REVERSE AUCTION WILL BE CONDUCTED for this tender.**
- ii. Price evaluation will be done on the basis of **sum of total price of Sl no 1, 2 and 3 in INR.**
- iii. Exchange rate for evaluation purpose shall be taken as SBI TT selling rate of date of tender techno commercial bid opening. If the same falls holiday then TT selling rate of previous working day will be taken.
- iv. Price bids must be inclusive of B/L charges. Two separate B/L has to be issued corresponding to two packing lists. No separate charges will be paid.
- v. The price bid should be inclusive of War risk insurance premium.

- vi. **Though certain quantity has been mentioned above, the payments would be released only for actual quantity shipped.**
- vii. No additional payment (GRI/RRR etc) on any account shall be considered for payment.
- viii. No additional chocking/lashing charges shall be applicable.
- ix. All taxes for operations in India and abroad are inclusive in above quoted rate. Except GST shall be payable extra as per GOI notifications..
- x. All insurance costs covering risk of operations undertaken (Cargo / goods will be insured by BHEL or consignee).
- xi. **Cost of Custom registration and Custom Duty at discharge port must not be included in offered prices, same will be reimbursed as per actual.**
- xii. **Price offered should be inclusive of any other cost during operations and no other charges will be applicable.**

Sign and Seal of the Bidder

SECTION VIII

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

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

Sub : Your Tender no RE/MUM/EXP/ES-2030

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

Name/Signature of the signatory and Stamp.