



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार के एक उपक्रम)

क्षेत्रीय ऑपरेशन डिवीजन, मुंबई

14वें तल, वर्ल्ड ट्रेड सेंटर -1, कफ परेड, कोलाबा, मुंबई-400005

No.RE/ M UM / EXP/ ES-2211

दिनांक: 04/ 08/ 2022

महोदय एवं महोदया,

विषय: सीआईएफ के आधार पर जेएनपीटी से डकार पोर्ट, सेनेगल तक कंटेनर कार्गो के महासागर माल ढुलाई (निर्यात) के लिए ठेकेदार की नियुक्ति।

बिजली उपकरण निर्माण कंपनी बी.एच.ई.एल. इंजीनियरिंग उपकरणों के निर्यात की योजना बना रहा है निविदा में दिए गए नियमों और शर्तों के अनुरूप सी.एफ.आर. INCOTERM के आधार पर मुंबई हवाई अड्डे से मस्कट हवाई अड्डे तक कार्गो की हवाई माल ढुलाई के लिए आपका सबसे प्रतिस्पर्धी प्रस्ताव आमंत्रित किया जाता है।

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.क्यू.आर.	खंड VI
7	निविदा मूल्य बोली	खंड VII
8	अनुपालन पत्र	खंड VIII

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 "बोलीदाताओं को निर्देश - खंड - III" के अनुसार प्रस्तुत की जानी चाहिए। यह दो भाग बोली निविदा है अर्थात् तकनीकी वाणिज्यिक बोली और मूल्य बोली। केवल तकनीकी व्यावसायिक रूप से योग्य बोलीदाता की ई-मूल्य 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

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

Phone: 022-22171350, Fax: 022- 22151460.

No.RE/ MUM / EXP/ ES-2211

Date: 04.08.2022

To,

M / s _____

Dear Srs,

Sub: Appointment of contractor for Ocean Freight of Container Cargo from JNPT to Dakar port, Senegal on CIF basis.

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

1	Gist of Information	SECTION I
2	Scope of Work	SECTION II
3	Instruction to bidders	SECTION III
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

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)

Encl: Section I to VIII

SECTION I
GIST OF INFORMATION

BHEL intends to appoint a Contractor for Ocean Freight of Containerized Cargo from JNPT to Dakar port, Senegal.

In this regard Please Note below table:

Sho	Name and Address	Phone Nos. & Email
1	BHEL ROD M umbai address:	
	Contact person: Mr. Amit Kumar, Dy. Mgr (Exports) Mr. Mohsin Sheikh, Dy. Engineer (Exports) Mr. Sandeep Kumar, Dy. Engineer (Exports) Office Address: Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/ 15th Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra, India Ph No. 22171371	E-mail: amitkumar.s@bhel.in Ph No. 022- 22171350 Mob: 8709027640 E-mail: mohsinshaikh@bhel.in Mob no: 8007481117 E-mail: sandeep_kumar@bhel.in Mob no: 9820536316
2	Terms of Delivery:	CF
3	Load Port:	JNPT
4	Discharge Port	Dakar port, Senegal.
5	Quantum of cargo	18.49 CBM
6	Container required	01 no of 40 feet GP
7	Transit Time	50 days
8	Description of cargo	As per Packing List
9	Date and time of opening of (Price) Part II	To be intimated later via E-Tender portal
10	Value of Cargo to be shipped	INR 660800/-
11	EMD amount	INR 9890/-
12	Due date & Time of submission of EMD	17.08.2022 till 15:00 Hrs
13	Date and time of opening of (Technical) Part I	17.08.2022 till 15:05 Hrs

Tentative packing list:

SL NO.	DESCRIPTION	LENGTH (mm)	WIDTH	HEIGHT(mm)	CBM	NET WEIGHT	GROSS WEIGHT
			(mm)			(KGs.)	(KGs.)
1	Mineral wool (Spray type) 40KG Each Bag	2440	1220	1300	3.87	480	805
2	Mineral wool (Spray type) 40KG Each Bag	2440	1220	1300	3.87	480	805
3	Mineral wool (Spray type) 40KG Each Bag and Paint for Turbine Gray EP4	2440	1220	1300	3.87	502	827
4	LRB 150/75mm thick with GI wire-netting 3/4"x22g (1.52MX1.22MX75MM Thk) ,LRB 150/50mm thick with GI wire-netting 3/4"x22g (1.52MX1.22MX50MM Thk)	1630	1320	1400	3.01	363	713
5	SSW/ Netting 3/4"x22G, GI W/ Netting 3/4"x22G, LB-94, MS Angle 32x32x3 mm, MS Flat 25x3 mm, MS retainer 65x65x2 mm, MS rod 10mm, Mineral wool (Spray type) 40KG Each Bag	2440	1220	1300	3.87	510	1010
					18.49	2335	4160

- (i) Cargo is non- Hazardous.
- (ii) The above details are based on Engineering Design and dimensions may undergo change with variation of $\pm 10\%$.
- (iii) Cargo to be shipped on FCL basis.
- (iv) Cargo is available in Mumbai.

Sign and Seal of the Bidder

SECTION II
SCOPE OF WORK

Scope of work consists of following but not limited to:

- 1) Coordinate with BHEL's CHA for completion of Export Customs Procedure at Load Port (*Preparation of shipping documents, Custom clearance (LEO)* **will be done by our CHA**). The contractor will have to nominate a CFS/ Carting shed. Cargo from manufacturing unit/ supplier will be handed over to contractor nominated CFS. **Safe Unloading at CFS shall be on contractor scope**. Storage of cargo until export will be in contractor scope.
- 2) All activities like Arrangement of suitable container, stuffing the container, lashing 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 FCL 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 our CHA for necessary further planning of shipment. Under no circumstances BHEL will pay any vessel detention charges.
- 3) **Safety of cargo during custody is also to be ensured.**
- 4) **The contractor should ensure that the cargo is shipped in proper container ensuring safety. Contractor has to arrange suitable container as per nature, weight and dimensions of package.**
- 5) 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 to the account of the Contractor**.
- 6) Endorsements on the relevant documents from relevant authorities, including BHEL/ Contractor's representatives, are to be obtained by the contractor.
- 7) The contractor will have to ensure pre-shipment survey from licenced surveyor in case of any damage and notify BHEL regarding condition of the cargo prior to stuffing in the containers and their loading on the vessel. The cargo must be delivered without any deterioration/damage with respect to the pre shipment survey done.
- 8) Contractor to ensure safe securing / lashing of packages for shipment on the above equipment till discharge port.
- 9) Endorsements on the relevant documents from relevant authorities, including BHEL/ Contractor's representatives, are to be obtained by the contractor.

- 10) 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.
- 11) Contractor must give suitable intimation to the consignee as well as BHEL one-week advance before the arrival of cargo at discharge port.**
- 12) Contractor to ensure that original bill of lading is released within 03 days of ship sailing date. If issue of original bill of lading delayed, then **penalty of 1000/- per day will be charged starting from 4th working day of ship sailing date** (sailing date exclusive) irrespective of time of sailing. If BHEL requires then express BL shall be issued without extra cost.
- 13) Insurance of the cargo up to discharge 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. Coordinate with the Insurance Company for survey etc.
- 14) Provide stuffing Reports and container Load plan on Packages stuffed in container. Stuffing of the cargo must be done as per stacking and tilting information provided in tentative packing list.
- 15) 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.**
- 16) 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.
- 17) Take all the necessary permissions from the relevant agencies at Port for carting of container without any involvement of BHEL.

- 18) 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.
- 19) The contractor shall keep contact with consignee/ Agent for direct delivery or delivery to ensure that vessel is not detained at the discharges port. No vessel detention charges are payable at the discharge port by BHEL in case of any delay for receipt of materials by consignee.
- 20) 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.
- 21) 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.

6.0 Evaluation criteria

- 6.1 The offer of parties meeting the Technical requirements will only be considered for evaluation.
- 6.2 The offers will be evaluated on the basis of the total value offered in the Price Bid.
- 6.3 The total offered value will be calculated using the exchange rate (TT selling rate of SBI) as on technical bid opening date of tender.
- 6.4 The Tender will be finalized through Reverse Auction only as per BHEL Reverse Auction guidelines. Elimination from reverse auction process will be done as per BHEL RA guideline, bidders can refer BHEL RA guideline at <https://www.bhel.com/guidelines-reverse-auction-2021>.

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 is 50 days.

The Transit time will start from next day of LEO (let export order) for the shipment and will end on arrival of containers/ berthing of ship at discharge port. For delay beyond the transit time, transit penalty will be levied.

(3) **Transit penalty:** The transit delay beyond the permitted transit period for any particular lot of shipment shall attract a penalty of **1% per day limited to maximum of 10% of the contract value**. Any delay not attributable to contractor will be adjusted while calculating transit days.

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

(5) **Payment terms:**

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

- a) Digitally signed/ Signed & sealed Original Freight invoice.
- b) Copy of Bill of landing
- c) Vessel Age Certificate
- d) Sailing report/ Track report of shipping company or their agent.
- e) Copy of Cargo Arrival Notice given to the consignee/ BHEL.

All payments will be made in INR only. Payment shall be made as per actual number of containers used and at the rate finalized in tender. For payment purpose USD to INR exchange rate as per SBI TT sell rate on the date of sailing of vessel will be considered. In case this date is holiday then rate of previous working day 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 payments shall be made through RTGS/NEFT. The Bidder would be required to submit bank details for receiving the payments in form of E-mandate duly certified by bank.

(7) Taxes & Duties

- I. All taxes and duties including Charges, Royalties, any State or Central Levy, cess by whatever name called for the execution of work applicable in India as well as in destination country **are included in the quoted price**. Only **GST & applicable Cess on GST (if any), in India will be payable extra**.
 - II. TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
 - III. TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
 - IV. Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.
- (8) Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by Indian statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.
- (9) Two consecutive transit delays, for reasons of delay attributed to the Contractor, in execution of the contracts where delay occurred is such that
- a) Prescribed maximum transit time limit of the contract is reached/ exceeded or
 - b) Delay period has equaled/ exceeded 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 <https://www.bhel.com/list-banned-firms> .
- (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 <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>.
- (12) **VALIDITY:**
The contract shall be valid till 15.09.2022. The cargo received within such period will be in the scope of the contract and must be exported as defined in scope. Validity of the contract may be extended with mutual consent.

SECTION V
GENERAL TERM S 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, Sri 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.

7.8 In case of LD recovery the applicable GST shall be also be recoverable from the suppliers.

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 DAM AGED GOODS.

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

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

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

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

18. REQUIREMENTS OF PERFORMANCE

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

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

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

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

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

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

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

19. INDEMNITY:

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

20. SECURITY DEPOSIT

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

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

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

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

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

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

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

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

20.4 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after one **(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 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. **If any new tax is levied, subsequent to the signing of the contract, new tax or duty levied by Govt of India will only be**

reimbursed on the basis of written proof regarding imposition of new tax 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" which is available at bhel website www.bhel.com. **The link for the same is available at**

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

Bidders must go through Guidelines for suspension of business dealings.

Guidelines for Reverse auction with suppliers/contractors are available on website <http://www.bhel.com/index.php/vender>.

SIGNATURE AND SEAL OF BIDDER

SECTION -VI

TECHNO- COM M ERICIAL CUM PQR BID (RE/ M UM / EXP/ ES-2211)

Sn	Technical and Pre-Qualification Requirements	Remarks / Documents Required for Qualification
	PQR	
1.	EARNEST MONEY DEPOSIT: The Bidders, must submit EMD in as suggested in tender document.	(Details of the EMD to be provided here)
2.	Bidder must have an average annual turnover not less than INR 1.48 lakhs for the last 03 Financial years Last 03 FY shall be read as 2018-2019, 2019-20 and 2020-21.	Copy of CA certificate with UDIN no/ Audited P & L account to be submitted on the portal
3.	Bidder must submit experience of having successfully executed "Logistics Contract inclusive of International <i>Ocean Freight</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 1.97 Lakhs each or Equivalent Or (b) Two contract of value not less than INR 2.47 Lakhs each Or (c) One contract of value not less than INR 3.95 Lakhs	Satisfactory completion/ Execution certificate from customer in respect of these Contracts to be submitted. Details of the customer with email and contact detail 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.	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.
5.	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder	A self-certification should be submitted by the bidder indicating compliances

	as on date of publication of NIT.	
	Technical Bid	
6.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped at designated places and to be uploaded on NIC portal.	To be uploaded with sign and seal at designated places
7.	Company Details PAN Number & GST Registration	Copy to be submitted
8.	Contractor nominated CFS detail:	Details to be submitted
9.	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be submitted	On letter head to be submitted
10.	Letter of authorization for signatories to act on behalf of the company.	An power of attorney indicating that the person signing the IPA is the duly authorized by the company/ firm
11.	Transit Time: in no. of Days: As per Section I: Gist of information and Section IV: special condition	Agreed
12.	Transit penalty- As per tender terms and condition	Agreed
13.	PAYMENT TERMS: As per tender terms and condition	Agreed
14.	ARBITRATION As Specified in General Terms & Conditions.	Agreed
15.	FORCE MAJEURE As specified in the General Terms & Conditions.	Agreed
16.	CANCELLATION OF THE CONTRACT: As per General Terms and condition	Agreed
17.	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 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	Agreed

	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	
18.	<u>VALIDITY: As per tender terms and conditions</u>	Agreed
19.	<u>GOVT.RULES & REGULATIONS:</u> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, 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
20.	<u>LIFTING BEAM S & ACCESSORIES:</u> Contractor to arrange for lifting beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading and transshipment of the cargo both in India and overseas.	Agreed
21.	<u>RISK PURCHASE</u> As Specified in General Terms & Conditions.	Agreed
22.	<u>Dead Freight:</u> Under any circumstances dead freight will not be paid by M/s BHEL.	Agreed
23.	<u>Vessel Detention:</u> Under any circumstances vessel detention will not paid by M/s BHEL either at load port or at discharge port.	Agreed
24.	<u>RA terms and condition:</u> As per tender terms and condition.	Agreed

SIGNATURE AND SEAL OF BIDDER

SECTION –VII
PRICE BID: (RE/ M U M / EXP/ ES-2211)

Sl. No	Description	Currency	No of container	Quoted Rate	Ex Rate	Total
-1	-2	3	4	5	6	7=4×5×6
A	Origin Charges for 40'GP container : All CFS charges, THC including unloading, Inter-carting , CFS/warehouse storage, stuffing, Port handling, transportation upto load port etc, as per scope of work excluding GST in INR	INR	1		1	
B	Ocean Freight for 40'GP container: Cost of Ocean freighting for one container as per the scope of work From JNPT port to Dakar Port inclusive of any cost associated to any transshipment port, any other charges as per scope of work excluding GST in USD	USD	1		SBI TT selling rate as on date of technical bid opening	
	Total Cost to BHEL= Sch A(7) + Sch B(7) in INR					

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

Reverse Auction will be conducted for this tender.

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

- a. Any or all leviable GRI/ RRI, congestion charges, storage, material handling etc.

- b. B/L charges
- c. The price bid should be inclusive of War risk insurance premium.
- d. Insurance costs covering risk of all operations undertaken (Cargo / goods will be insured by BHEL or consignee).
- e. **Charges associated with Stuffing, lashing, securing the cargo.**
- f. THC, CFS charges, any storage charges and other delivery charges at load/interim/Transit Ports incurred during operation of export, no separate charges will be paid.
- g. Any other charges at load port, transit port or discharge port during export of item as per scope of work. No other cost will be paid.
- h. GST will be paid as per Govt of India Provision.

SIGNATURE AND SEAL OF BIDDER

SECTION –VIII

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

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

Sub: Your Tender no RE/ M UM / EXP/ ES-2211

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

Name/ Signature of the Authorized signatory. Stamp.