



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

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

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

No.RE/MUM/EXP/ES-2214

Date 21/09/2022

महोदय एवं महोदया,

**विषय: सी.आई.एफ. आधार पर जेएनपीटी, न्हावा शेवा से अप्पा पोर्ट, नाइजीरिया के लिए बैटरी, इलेक्ट्रोलाइट और सहायक उपकरण की समुद्री माल ढुलाई।**

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

निविदा में शामिल हैं:

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

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

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

आपको धन्यवाद,

आपका विश्वासी

भारत हैवी इलेक्ट्रिकल्स लिमिटेड के लिए

-एसडी-



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

**Regional Operation Division, Mumbai**

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

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

**No.RE/MUM/EXP/ES-2214**

**Date 21/09/2022**

To,

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

Dear Sirs and Madams,

**Sub: Ocean freighting of Battery, electrolyte and accessories from JNPT, Nhava Sheva to Apapa Port, Nigeria 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)

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

BHEL intends to appoint a Contractor for Ocean freighting of Battery, electrolyte and accessories form JNPT to Apapa Port, Nigeria on CIF basis.

In this regard Please Note below table:

Slno		
	<b>BHEL ROD Mumbai adress:</b>	
	Contact person: Mr. Amit Kumar, Dy. manager (Exports) Mr. Sandeep Kumar, Dy. Engineer (Exports) Mr. Mohsin Shaikh, Dy. Engineer (Export) For Escalation: Mrs. Julie Srivastava, GM (ROD-WR) Office Address: Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra, India Ph No. 22171371	Mob: 9884657089 E-mail: <a href="mailto:amitkumar.s@bhel.in">amitkumar.s@bhel.in</a>  Mob no: 9820536316 E-mail: <a href="mailto:sandeep_kumar@bhel.in">sandeep_kumar@bhel.in</a>  Mob: 8007481117 Email: <a href="mailto:mohsinshaikh@bhel.in">mohsinshaikh@bhel.in</a>  Email: <a href="mailto:julie@bhel.in">julie@bhel.in</a>
2	Terms of Delivery:	<b>CIF</b>
3	<b>Load Port:</b>	<b>JNPT, Nhava Sheva, India</b>
4	<b>Discharge Port</b>	<b><u>Apapa Port, Nigeria</u></b>
5	Quantum of cargo	<b>208 MT</b>
6	Transit Time	60 Days
7	Description of cargo	Batteries, corresponding accessories and electrolyte
8	Date and time of opening of (Price) Part II	will be intimated later
9	EMD amount	INR 99596/-
10	Value of cargo	INR 178924619/-
11	<b>Due date &amp; Time of submission of EMD &amp; Tender</b>	<b>30.09.2022 till 15:00 Hrs</b>
12	<b>Date and time of opening of (Technical) Part I</b>	<b>30.09.2022 15:05 Hrs</b>

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

**Sign and Seal of the Bidder**

**SECTION – II**  
**SCOPE OF WORK**

**Load Port: JNPT, Nhava Sheva, India.**

**Discharge Port: Apapa Port, Nigeria**

**Terms of delivery: CIF**

**Cargo Description: Batteries, corresponding accessories and electrolyte.**

MSDS for cargo is attached on page 34 onwards.

Tentative packing list of cargo is detailed below:

S. No.	Description	Dimension of each Box				Wt. of each box (kg)	Quantity of boxes (Nos.)	Total weight (MT)	Total CBM
		L (mm)	B (mm)	H (mm)	CBM				
1	5 kW Inverter	820	540	800	0.35	120	180	22	64
2	10 kW Inverter	1040	660	1020	0.70	250	22	6	15
3	15 kW Inverter	1040	660	1020	0.70	300	1	0	1
4	48V, 900 Ah NiCd battery	840	640	635	0.34	265	270	72	92
5	48V, 900 Ah NiCd battery	840	640	635	0.34	80	30	2	10
6	48V, 900 Ah NiCd battery	1080	420	440	0.20	100	30	3	6
7	48V, 900 Ah NiCd battery	1480	270	370	0.15	100	30	3	4
8	120V, 720 Ah NiCd battery	840	640	635	0.34	253	320	81	109
9	120V, 720 Ah NiCd battery	840	640	635	0.34	232	20	5	7
10	120V, 720 Ah NiCd battery	840	640	635	0.34	60	20	1	7
11	120V, 720 Ah NiCd battery	1080	420	440	0.20	100	20	2	4
12	120V, 720 Ah NiCd battery	1480	270	370	0.15	100	20	2	3
13	240V, 540 Ah NiCd battery	840	640	635	0.34	217	33	7	11
14	240V, 540 Ah NiCd battery	840	640	635	0.34	187	1	0	0
15	240V, 540 Ah NiCd battery	840	640	635	0.34	85	1	0.1	0
16	240V, 540 Ah NiCd battery	1080	420	440	0.20	100	2	0.2	0
17	240V, 540 Ah NiCd battery	1480	270	370	0.15	100	2	0.2	0
18	Liquid Electrolyte	Loose Package-35 L can			0.04	35	30	1.1	1
19	Liquid Electrolyte	Loose Package-35 L can			0.04	27	20	0.5	1
20	Liquid Electrolyte	Loose Package-35 L can			0.04	25	20	0.5	1

21	Liquid Electrolyte	Loose Package-35 L can	0.04	32	2	0.1	0
22	Liquid Electrolyte	Loose Package-35 L can	0.04	29	1	0.0	0
<b>Grand Total</b>					<b>1075</b>	<b>208</b>	<b>338</b>

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

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

**Batteries and Electrolytes are Hazardous in nature. Batteries are stackable up to Ground + 2 layers.**

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

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

- 1) **Delivery Term:** Cargo to be exported from JNPT to Apapa Port, Nigeria on CIF basis.
- 2) **Container requirement:** Cargo to be shipped in multiple lots (tentatively 03 lots). Cargo must be shipped on FCL basis. Shipment is to be made in **08 Nos of 40’HC containers** (COC containers).

Tentative schedule of cargo arrival is given below:

- a. First LOT of 03 containers will be available in Mumbai by Mid Oct 2022.
  - b. Second lot of 03 containers will be available in Mumbai by Nov 2022 End.
  - c. Third Lot of 02 containers will be available in Mumbai by Mid Dec 2022.
- 3) **Handling and storage of cargo:** Contractor has to arrange CFS for storage of cargo. Bidder has to provide CFS address along with technical BID.
    - Cargo will be handed over to contractor nominated CFS by BHEL.
    - Contractor has to receive material upon arrival from BHEL manufacturing unit at their CFS at JNTP/ warehouse.
    - **Safe unloading of cargo at CFS will be in contractor scope.** Contractor has to inform BHEL upon receipt of cargo, issue LR acknowledgment to transporter upon receipt of cargo and provide copy of acknowledgment to BHEL. Upon arrival of trailer, contractor has to put best efforts to unload cargo and release trailer at the earliest.
    - Contractor has to make suitable arrangement for safe unloading and storage of cargo as per cargo nature.
    - Any visible damage to the cargo at the time of arrival must be reported immediately to BHEL.

- Safe storage of cargo and **CFS storage charges will be in contractor scope.**
- 4) **Custom Clearance at JNPT will be in BHEL scope:** Our CHA will complete Export Customs Procedure at Load Port (Preparation of shipping documents, lodging with Customs, Export custom clearance, movement of cargo upto nominated CFS will be done by BHEL's CHA.) *The contractor is required to keep close co-ordination with our CHA for necessary / proper planning/Pickup notice/Carting permission etc for smooth export of shipment as per vessel schedule, BHEL will not pay Dead freight charges in any case.*
  - 5) **Pre-Shipment survey:** The contractor will have to ensure pre-shipment survey by nominated licenced surveyor of cargo for the condition of the cargo prior to stuffing in the containers and their loading on the vessel. Pre-shipment survey report must be shared with BHEL. **Cost of Pre-shipment survey is in contractor scope.** The cargo must be delivered without any deterioration/damage with respect to the pre shipment survey done.
  - 6) **Fumigation** of the cargo if required will be arranged by BHEL.
  - 7) **Stuffing of cargo:**
    - Arrangement of empty container, ensuring soundness of empty container, handling / transportation of empty container is in **contractor's scope.**
    - Stuffing the container, lashing and chocking of the cargo and payments of any additional charges to the CFS/Shipping Line is in **contractor's scope.**
    - Contractor has to ensure optimum utilization of container space, **container stuffing plan must be shared with BHEL** before proceeding with actual stuffing (**approval of BHEL is must in this regard**).
    - The batteries are stackable upto ground +2 layers, the final container load plan must indicate no of layers of actual stacking. Contractor has to provide final stuffing Reports and container Load plan on Packages stuffed in container.
  - 8) Transportation of stuffed container for loading on ship, loading of containers on ship and all necessary activity in due course is in contractor scope.
  - 9) Endorsements on the relevant documents from relevant authorities, including BHEL/Contractor's representatives, are to be obtained by the contractor.
  - 10) All THC and shipping line charges, port charges at load port /any interim port is in contractor's scope.
  - 11) All Bill of lading charges to be included in offered price and no separate charges corresponding to this will be paid. Any or all applicable GRI/RRI changes also to be included.

- 12) Contractor to ensure that original bill of lading is released within 03 working days of ship sailing date. If issue of original bill of lading delayed, then **penalty of 1000/- per day will be charged starting from 4th working day of ship sailing date** (sailing date exclusive and excluding Shipping line holidays) irrespective of time of sailing. Contractor may be asked to provide Express BL also without any cost implication to BHEL.
- 13) In case BHEL desires to surrender the original bill of lading at Mumbai for delivery at discharge Port, the procedure for bill of lading surrendering will have to be done by the contractor at no additional cost to BHEL.
- 14) It is the responsibility of the contractor to ensure that the vessel / vessels used for sea freighting complies with all the necessary national / international / insurance /safety regulations and its age is less than 25 years. The vessel / vessels used are certified for sea worthiness by Lloyds Register or Equivalent and should be with Institute of Marine Cargo clauses 1 or A.(A shipping company certificate certifying this should be given with each BL).**The contractor must submit a compliance certificate from shipping company / agent confirming compliance of these requirements for Bill of Lading.**
- 15) Vessel should meet all necessary insurance regulations and covered with the insurance clauses and duly certified by any of the recognized certifying agencies. Vessel shall have all the requisite certifications for berthing at both the ports without any liability to BHEL. No delay on this account will be permitted.
- 16) Contractor has to take all the necessary permissions from the relevant agencies at Port for carting of container without any involvement of BHEL.
- 17) **Contractor has to provide Pre-alert to consignee as well as BHEL 07 days prior to arrival of cargo at discharge port and give prior information to BHEL before beginning of movement towards delivery address. Contractor has to provide 05 days free period at the discharge port.**
- 18) **Draft BL/MTD has to be approved by BHEL. BL/MTD has to be clean and mentioned 'FREIGHT PREPAID'.**
- 19) The above mentioned scope of work is not exhaustive and bidder has to perform any other necessary task to enable export of goods on CIF Basis.
- 20) Insurance up to port shall be arranged by BHEL. However, the Contractor to ensure:
  - a. Lodging of first information to the underwriters and the other parties to protect BHEL's claim as required.
  - b. Immediate forwarding of information as required enabling us for lodging the claim with the Underwriters.
  - c. Co-ordinate with the Insurance Company for survey etc.

- 21) **EGM/IGM error:** Contractor to ensure there is no EGM/IGM error in custom. If it found later on then contractor has to resolve the issue with custom and shipping line. Else any cost incurred by BHEL towards the same will be recovered from contractor bill.
- 22) Contractor has to keep close coordination with our CHA, plan activity efficiently and also coordinate with consignee. Under any circumstances BHEL will not pay dead freight and vessel detention charge.
- 23) 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.
- 24) Engage competent agencies overseas for handling the equipment safely. These agencies should also knowledgeable about the prevalent rules and regulation in the respective countries. Indemnify BHEL for any defaults/defects/expenditures in these countries while handling cargo on behalf of BHEL.

**Sign date and Seal of the Bidder**

### SECTION III

#### INSTRUCTIONS TO BIDDERS

##### GUIDELINES FOR OFFER SUBMISSION:

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

4. In case of any clarification please contact below person:

BHEL contact persons mentioned in Section I

For any technical related queries bidder may contact eprocurebhel customer support team

Tele No: 0120-4001002 , 0120-4001005, 0120-6277 787

Email ID : [support-eproc@nic.in](mailto:support-eproc@nic.in)

5. The tender documents comprise the following:-

- (I) EMD: The EMD to be submitted through NEFT/RTGS. The fund may be transferred to the following account.

BHEL Bank Account details:

NAME: Bharat Heavy Electricals Limited

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

Account No: 10783155482

IFSC Code: SBIN0005345

The EMD should be submitted latest by 1500Hrs on due date of tender. The offers without EMD will not be considered for evaluation. UTR details shall be furnished vide email before opening of tender. NO hard copy DD shall be accepted.

- (II) Part-1 – Techno Commercial Bid.

All required documents must be submitted on the portal.

- (III) Part-2 – Price Bid

Must be quoted in BOQ format provided at the portal.

Format of price bid must not be changed.

**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.**

**SECTION IV**  
**SPECIAL CONDITIONS**

(1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.

(2) **Transit Time:** Total Transit time permitted for each lot is **60 days**.

Transit time of particular lot will start from **next day of out of charge date (LEO date) of last shipping bill for the particular lot. Transit time will end on arrival of all containers of that lot / berthing of ship at discharge port** (for date of berthing vessel tracking report / email indicating berthing date from shipping line will be considered)

Lot size will be decided by BHEL.

(3) **Transit penalty:** The transit delay beyond the permitted transit period shall attract a penalty of **0.7% per day limited to maximum of 10% of the contract value of particular lot.**

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

(5) **Payment terms:**

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

i) **Digitally signed/ Signed & sealed Original Freight invoice.**

ii) **Copy of Bill of lading**

iii) **Vessel compliance certificate**

iv) Sailing report/Track report of vessel or email from shipping line / shipping line agent for **sailing /** berthing date confirmation.

v) Copy of Cargo Arrival Notice given to the consignee/BHEL.

vi) **Container Load plan.**

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

**All payments will be made in INR only. For payment purpose USD to INR exchange rate as per SBI TT selling 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.**

- I. **INVOICES AND PAYMENTS:**
  - II. 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.
  - III. **All the Bills should be in the name of BHEL, ROD, Mumbai having GSTN 27AAACB4146P1ZF.**
  - IV. **Billing Address:** BHEL ROD Mumbai, 15<sup>th</sup> floor, World trade Centre- 1, GD somani road, Cuffe parade, Mumbai City, Maharashtra-400005.
  - V. 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.
  - VI. 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.
  - VII. Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
  - VIII. 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.
  - IX. 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.
  - X. **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**
  - 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.
- (6) 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.**

- (7) "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>.
- (8) **Bidders must go through Guidelines for suspension of business dealings/Reverse Auction guideline 2021. Guidelines for suspension of business dealings/Reverse auction with suppliers/contractors are available on website <http://www.bhel.com/index.php/vender>.**
- (9) **Tentatively 08 Nos of 40' COC HC containers has been envisaged by BHEL. However,**
- (i) in case of exigency, if BHEL desires to ship any portion of the consignment in 20 feet container  
or**
- (ii) In case extra containers (20 feet or 40 feet) is required  
Then payment of extra 40 feet container(s) will be done as per rates (origin, freight and destination) finalized in this tender and payment of 20 feet container(s) will be done at 50% of rate of 40 feet container of respective category as finalized in tender. Decision regarding usage of extra containers is in sole discretion of BHEL.**
- (10) **All Cargo reported at CFS on or before 20.12.2022 will be in scope of the contract and must be executed as per rates, terms & conditions and scope of work defined in this contract. Cargo received after 20.12.2022 may be executed under this contract with mutual consent of M/s BHEL and contractor.**
- (11) **The order will be placed only one party due operational exigency / efficiency.**

**Sign and Seal of the Bidder**

**SECTION V**  
**GENERAL TERMS AND CONDITIONS**

The following terms shall have the meaning hereby assigned to them except where the context requires otherwise: -

1.1 "COMPANY" shall mean Bharat Heavy Electricals Limited, in short BHEL, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.

1.2 "CONTRACTOR" shall mean the individual, or firm or Company or LLP who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" or "FREIGHT FORWARDER" OR "BARGE OPERATOR" or "Successful Bidder" where the context so requires.

1.3 "SITE" shall mean the place or places, including Discharge Port or Project store or any other place/location, as specified in the contract, at which the Cargo/ equipment are to be delivered and services are to be performed as per the specifications prescribed in the contract

1.4 The "CONTRACT" or "CONTRACT DOCUMENT" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Company and the Contractor together with the documents referred to therein including the work order, LOA, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).

1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.

1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.

1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL ROD MUMBAI.

1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.

1.9 "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the Bidder. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.

1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Bidder with no claim on either side.

1.11 "CARRIER/SHIPPING/TRANSPORTATION" shall mean the shifting/carrying Cargo by using ships, barges, tempo, trucks, trailers (mechanical /hydraulic), dolly, heavy duty railway equipment wagons, aircraft and all other transportation means which shall be arranged by the Bidder for executing the work.

1.12 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Bidder / Bidder.

1.13 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.

1.14 LOT: Supplies which are shipped on single voyage/barge/vessel arranged by bidder/ supplier.

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

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

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

The Bidder shall furnish the name, designation and addresses of his authorized agents/associates at / Mumbai (India), at the Load Port and at the discharge Port/Site. All complaints, notices, communications and references shall be deemed to have been duly given to the Bidder, if delivered to the Bidder or his authorized agent/representative through any mode (e-mail, telegram, fax, letter by courier, ordinary post / registered post / hand delivery /SMS/ Whatsapp or by any other means etc.).

### **3. COMMENCEMENT OF WORK:**

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

### **4. DISCREPANCY AND CONTRADICTION**

4.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.

4.2 In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, UNIT HEAD-ROD BHEL or his authorized representative shall be the deciding authority with regard to intention of the contract.

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

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

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

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

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

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

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

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

## **7. INVOICES AND PAYMENTS**

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

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

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

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

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

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

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

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

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

## **8. Taxes & Duties**

8.1 All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable in India as well as in destination are included in the quoted price. GST 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 shall be deducted at applicable rates on gross invoice value from the running bills.

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

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

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

## **9. RISK PURCHASE:**

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

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

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

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

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

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

10.2 The Bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations

connected with the execution of this contract in load port country/transit country/ discharge port country.

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

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

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

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

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

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

## **12. INSURANCE:**

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

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

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

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

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

The following shall amount to force majeure conditions:-

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

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

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

13.4 Force Majeure conditions will apply on both sides.

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

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

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

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

#### **15.1 ARBITRATION**

15.1.1. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Conciliation Clause herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the ROD issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL ROD issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL ROD issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.

15.1.2 The Arbitrator shall pass a reasoned award.

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

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

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

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

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

## **15.2 CONCILIATION:**

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

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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

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

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **19. INDEMNITY:**

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

## **20. SECURITY DEPOSIT**

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

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

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

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

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

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

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

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

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

(Note: Acceptance of Security Deposit against above will be subject to hypothecation or endorsement on the documents in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after **six (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. **In case any new tax is levied after the due date of bid submission (including extensions if any) then new tax or duty levied by Central Govt of india / Indian State Govt, etc, and becomes directly applicable on items specified in the price bid, full reimbursements shall be made provided it becomes applicable on items specified in the price bid while tax levied by foreign Govt/body has to be absorbed by the contractor.** The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for

reimbursements, made against BHEL by Bidder shall be entertained by BHEL for any breach of the provisions/Acts or laws by the Bidder.

**27.2** In case of Risk Purchase is enforced, The Bidder will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.

**27.3** It shall be the duty of the Bidder to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers/cargo. The Bidder shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

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

**27.5** No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

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

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

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

**28.1** The Bidder shall make a claim for the services rendered under this contract to BHEL within **(3) Three months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

**28.2** No claim in respect of under payment to the Bidder shall be considered valid or entertained unless a claim in writing is made thereof within **(3) Three months** from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

**28.3** However, in case of any specific issue over which the Bidder had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the Bidder.

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

**29.1** Bidder shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Bidder in the performance of the contract. Disclosure to any such

employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

**29.2** Bidder shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract.

**29.3** Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

### **30. EXPEDITING:**

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

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

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

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

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

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

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

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

*BHEL shall be resorting to Reverse Auction (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.*

*Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online reverse auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.*

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

**SIGNATURE AND SEAL OF BIDDER**

**SECTION VI**

**TECHNO- COMMERCIAL PQR ES-2214**

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

**PQR**

	Technical & Pre-Qualification requirement	
Sn	Description	Remarks
1.	<b>Earnest Money Deposit:</b> The Bidders, shall submit tenders with interest free EMD as per tender conditions on or before due date. <b>Offers without EMD shall not be considered Bidders. For amount of EMD please refer section I.</b>	UTR Details to be submitted
2.	<b>Average Annual Turnover:</b> The Bidder must have an average annual turnover not less than <b>Rs</b> 14.93 lakhs for the last three years (CA certificate with UDIN no / Audited P&L account to be submitted / uploaded (FY 2019-20, 2020-21, 2021-22).	CA certificate with UDIN no / Audited P&L account to be <b>submitted</b>
3.	<b>Experience of having successfully completed similar works:</b> The Bidder must submit proof of having successfully executed <b>“international ocean freighting contract”</b> in the last seven years (ending last day of month previous to the one in which tender was floated) as under  (a) Three contracts of value not less than <b>Rs</b> 19.91 lakhs each. OR (b) Two contracts of value not less than <b>Rs</b> 24.89 lakhs each. OR (c) One contract of value not less than <b>Rs</b> 39.83 lakhs.	<b>Copy satisfactory completion/Execution certificate from customer in respect of these Contracts showing value of contract to be submitted.</b> Details of the customer with email and office address are also required for verification. In case completion certificate are <b>not verifiable due to any reason then such bids are liable to be rejected.</b>
4.	<b>CFS details:</b> CFS complete address	To be submitted
5.	<b>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.</b> <b>The bidder to submit below self-certification on company letter head</b>	<b>A self-certification should be submitted by the bidder indicating compliances to be</b>

	<b>” The (company name) has not been Suspended for business dealing by BHEL and we do not engage services of any banned firms available on BHEL.com as on date of publication of NIT.”</b>	submitted.
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 as on date of publication of NIT.	A self-certification should be submitted by the bidder indicating compliances to be submitted.
	<b>Technical Bid</b>	
1.	<b><u>Authority Letter</u> : An authority letter indicating that the person signing the IPA is the duly authorized by the company/firm</b>	To be submitted
2.	<b><u>Contact person details to act as single point of contact: Name, email ID and contact number</u></b>	To be submitted
3.	<b>Bidder Must have a valid GST Registration (copy to be enclosed)</b>	Copy to be submitted
4.	<b>Pan copy to be enclosed</b>	Copy to be submitted
5.	<b>Tender Documents:</b> Entire tender document along with <b>blank price</b> bid is to be uploaded with sign and seal of authorized signatory as acceptance of all tender terms and conditions.	To be submitted
6.	<b><u>Compliance Letter:</u></b> The compliance letter duly signed and stamped on letter head should be submitted.	To be submitted
	<b><u>OTHER TENDER TERMS AND CONDITIONS Agreement</u></b>	
1.	<b>Tentatively 08 Nos of 40’ COC HC containers has been envisaged by BHEL. However, (i) in case of exigency, if BHEL desires to ship any portion of the consignment in 20 feet container or (ii) In case extra containers (20 feet or 40 feet) is required then payment of extra 40 feet container(s) will be done as per rates (origin, freight and destination) finalized in this tender and payment of 20 feet container(s) will be done at 50% of rate of 40 feet container of respective category as finalized in tender. Decision regarding usage of extra containers is in sole discretion of BHEL.</b>	Agreed

3.	<b><u>Transit Penalty</u></b> : As per tender Terms and conditions	Agreed
4.	<b><u>Payment Terms:</u></b> As per tender Terms and conditions	Agreed
5.	<b><u>Force Majeure:</u></b> As per tender Terms and conditions	Agreed
6.	<b><u>Validity:</u></b> As per tender Terms and conditions	Agreed
7.	<b><u>RA terms and condition:</u></b> RA will be conducted on the Total Price received in the price bid. Bidder must go through RA guideline available on BHEL website.	Agreed
8.	<b><u>Additional War Risk Insurance:</u></b> In the event of war or war like situation, additional war risk premium if any as per notification of the Lloyd's surveyor/Insurance additional insurance premium paid receipt for war risk, pro rata, insurance for Hull machinery for the BHEL cargo may be considered for payment.	Agreed
9.	<b><u>Cancellation of The Contract:</u></b> As per tender Terms and conditions	Agreed
10.	<b><u>INDEMNITY:</u></b> Bidder shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
11.	<b><u>Taxes:</u></b> As per tender Terms and conditions	Agreed
12.	<b><u>Govt. Rules &amp; Regulations:</u></b> As per tender Terms and conditions	Agreed
13.	<b><u>ARBITRATION &amp; CONCILIATION:</u></b> as per tender terms and conditions	Agreed
14.	<b><u>Risk Purchase:</u></b> As per tender Terms and conditions	Agreed
15.	<b><u>Dead Freight:</u></b> Contractor has to coordinate with M/s BHEL and its authorized CHA as well as with Shipping line and plan dispatch. <b>Under any circumstance Dead Freight will not be paid at all.</b>	Agreed

**Sign date and Seal of the Bidder**

**SECTION VII**  
**PRICE BID**  
**RE/MUM/EXP/ES-2214**

Sl. No.	Description	Currency	Rate per Container	No of containers	Total Cost to BHEL in INR
-1	-2	3	4	5	6= 4x5x (exchange rate)
<b>Charges for General (Non Hazardous Containers)</b>					
<b>A1</b>	<b>Origin Charges</b> : All CFS charges, THC including Inter-carting , CFS/warehouse storage, stuffing, Port handling, transportation upto load port etc as per scope of work at CFS for <b>40' HC</b> container excluding GST in INR	<b>INR</b>		<b>1</b>	
<b>A2</b>	<b>Ocean Freight:</b> Cost of Ocean freighting per container as per the scope of work From JNPT port to Apapa Port Nigeria inclusive of any other charges like transhipment port cost as per scope of work for <b>40' HC</b> container excluding GST in USD	<b>USD</b>		<b>1</b>	
<b>Charges for Hazardous Containers</b>					
<b>B1</b>	<b>Origin Charges</b> : All CFS charges, THC including Inter-carting , CFS/warehouse storage, stuffing, Port handling, transportation upto load port etc as per scope of work at CFS for <b>40' HC</b> container excluding GST in INR	<b>INR</b>		<b>7</b>	
<b>B2</b>	<b>Ocean Freight:</b> Cost of Ocean freighting inclusive of HAZ surcharge per container as per the scope of work From JNPT port to Apapa Port Nigeria inclusive of any other charges like transhipment port cost as per scope of work for <b>40' HC</b> container excluding GST in USD	<b>USD</b>		<b>7</b>	
	Total Cost to BHEL= Sch A1 + Sch A2+Sch B1 + Sch B2 in INR				

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

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

Note 1. Price offered should be inclusive of:

- a. Origin charges as per scope of work.
- b. Ocean Freighting charges as per terms of delivery.
- c. Destination DO charges.
- d. BL charges, any or all GRI/RRR, congestion charges, storage charges, material handling etc.
- e. Insurance costs covering risk of all operations undertaken (Cargo / goods will be insured by BHEL or consignee).
- f. All /FSC/ /MCC/War risk/security stamp/cartage/screening and any other charges if applicable are inclusive of above freight. **Only GST shall be payable extra as per provisions.**
- g. Any other charge at load port, transit port or discharge port during export of goods as per scope of work and delivery terms.
- h. All Incidental works involved while executing the work as per scope is to be included and no incidental/ additional cost will be paid.

Note 2:

- **Payment will be made as per actual no of container shipped.**
- **Tentatively 08 Nos of 40' COC HC containers has been envisaged by BHEL. However, (i) in case of exigency, if BHEL desires to ship any portion of the consignment in 20 feet container. or**  
  
**(ii) In case extra containers (20 feet or 40 feet) is required then payment of extra 40 feet container(s) will be done as per rates (origin, freight and destination) finalized in this tender and payment of 20 feet container(s) will be done at 50% of rate of 40 feet container of respective category as finalized in tender. Decision regarding usage of extra containers is in sole discretion of BHEL.**
- Tender will be evaluated on the basis of total cost to BHEL basis.
- The Evaluation currency for this tender is Indian National rupees. For Evaluation purposes SBI TT selling (USD- INR) rate on the date of tender opening (technical bid opening) will be considered.
- The quoted rates will remain firm during currency of contract as well as during extended period.

**Sign date and Seal of the Bidder**

**SECTION- VII**

**(Letter of compliance in Company's Letter Head)**

Date:

To,

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

**Sub: Your Tender no: RE/MUM/EXP/ES-2214**

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL

## SAFETY DATA SHEET Nickel Cadmium Batteries

### 1. IDENTIFICATION

#### 1.1 Product

NICKEL CADMIUM BATTERY (Rechargeable Alkaline filled batteries)

**Trade name :** KPL / KBL / KPM / KBM / KPH / KBH / HVM / HVL / HSL+ cells with Polypropylene containers.

**IEC Designation :** KL , KM , KH, KGM, KGL according to IEC 60623/ IEC 62259

**Relevant identified uses:** Re-chargeable Nickel Cadmium batteries for UPS back up, switch gear applications etc.

#### 1.2 Supplier

##### **HBL Power Systems Ltd**

8-2-601, Road No. 10, Banjara Hills

Hyderabad - 500 034, Telangana

India

Tel: +91 (0)40 2335 5575

Fax: +91 (0)40 2335 3189

#### 1.3 Emergency contact :

D.Madhav Rao : +91 9849386518

### 2. HAZARDS

No risk if batteries are used for its intended purpose and according to valid directions for use.

Under normal circumstances, positive, negative electrodes and alkaline electrolyte are inside the Polypropylene container. Precautions required to be taken while handling cells, electrolyte during leakages/ filling/ emptying. See also safety data sheet for electrolyte. Electrolyte is harmful if swallowed and causes severe burns.

**Eye effects:** Contact with electrolyte extremely corrosive to eye tissues. May result in permanent blindness.

**Skin effects:** Contact with electrolyte solution inside battery may cause serious burns to skin tissues.

**Ingestion:** Ingestion of electrolyte solution causes tissue damage to throat area. Ingestion of cadmium and nickel compounds is carcinogenic.

**Inhalation:** Mists generated during activation procedures may cause varying degrees of irritation to the nasal mucous membranes and respiratory tract issues

<b><u>Electrode Positive</u></b>	Nickel hydroxide and Cobalt hydroxide Nickel Plated substrate
<b><u>Electrode Negative</u></b>	Cadmium hydroxide and iron oxide on Nickel plated substrate
<b><u>Electrolyte</u></b>	Potassium Hydroxide + water
<b><u>Nominal voltage</u></b>	1,2 V

### 3. COMPOSITION

#### 3.1 (Weight as % of basic materials for a typical medium sized cell)

<b><u>Metals %</u></b>	<b><u>CAS number</u></b>	<b><u>Plastic %</u></b>	<b><u>CAS number</u></b>	<b><u>Other %</u></b>	<b><u>CAS number</u></b>
Steel (Fe) 10-25	7439-89-6	Polypropylene 8-11	9003-07	Potassium hydroxide 5.5-6.2	1310-58-3
Nickel (Ni) 3-25	7440-02-0			Lithium Hydroxide 0.5-1.0	1310-65-2
Cadmium (Cd) 3-17	7440-43-9			Carbon 0.1-4.0	7440-44-0
				Water 28-35	7732-18-5

#### 3.2 Chemical

#### **CLASSIFICATION OF DANGEROUS SUBSTANCES CONTAINED INTO THE PRODUCT (In discharged condition).**

<b>SUBSTANCES</b>				<b>CLASSIFICATION</b>			
<b>Name</b>	<b>Chemical</b>	<b>EINECS Number</b>	<b>CAS Number</b>	<b>Letter</b>	<b>Identification of danger</b>	<b>Special risk (1)</b>	<b>Safety advise-2</b>
Nickel Hydroxide	Ni (OH) <sub>2</sub>	234-348-1	12054-48-7	C	Not classified		
Cadmium Hydroxide	Cd (OH) <sub>2</sub>	244-168-5	21041-95-2	Xn	Harmful	R45,26 R48/23/25 R50/53 R62/63/68	S2, S60, S61
Potassium Hydroxide	KOH	215-181-3	1310-58-3	C Xi	Corrosive Irritant	R35, R22 R36/37	S <sup>1/2</sup> , S26, S36/37/39, S45
Lithium Hydroxide	LiOH	215-183-4	1310-65-2	C	Corrosive	R35	S <sup>1/2</sup> , S26, S36/37/39, S45

For the wording of the listed risk phrases, please refer to section 16.

## **4. FIRST AID MEASURES**

When handling electrolyte, precautions must be taken to avoid personal to get in direct contact with it. If this accidentally happens the following must be exercised:

### **Inhalation:**

Supply fresh air OR Oxygen.  
Rinse mouth and nose with water.  
Call for doctor for medical treatment.

### **4.1 Skin contact:**

Instantly wash with plenty of running water thoroughly.  
If skin irritation persists call for physician.

### **4.2 Eyes contact :**

Important: Rinse immediately with plenty of water during at least 15-30 minutes and consult a physician.

### **4.3 Ingestion:**

Rinse out mouth and then drink plenty of water. ( preferably milk).  
Do not induce vomiting. Immediately call for medical help.

## **5. FIRE-FIGHTING MEASURES**

### **5.1 Extinguishing media**

**Suitable: Class C-Dry chemical, Carbon dioxide (CO<sub>2</sub>) , Carbon dioxide blanket, Sand, foam.**  
**Not to be used: Water \***

\* Water sprinklers can be used for fire safety for the cells stored without connecting the inter cell connectors (As individual cells) in plywood boxes.

### **5.2 Special exposure hazards**

Cells can be overheated by an external source or by internal shorting and develop potassium hydroxide mist and/or hydrogen gas. In fire situations fumes containing Cadmium, Nickel and Iron may be evolved.

### **5.3 Special protective equipment**

Use self-contained breathing apparatus and full fire-fighting protective clothing. Use personal protective equipment. Ensure adequate ventilation. Remove all sources of ignition.

## **6. ACCIDENTAL RELEASE MEASURES**

### **6.1 Personal precautions, protective equipment & Emergency procedures:**

- Wear protective equipment.
- Keep un-protected persons away.
- Keep away from ignition sources.
- Flush electrolyte spillage with plenty of water. Beware risk of slipping.

## 6.2 Environmental precautions:

- Do not allow electrolyte to enter the ground/ soil.

## 6.3 Methods and materials for containment and cleaning:

- Collect mechanically
- Dilute with much water and neutralize.

## 7. HANDLING AND STORAGE

- Handle and store/ transport cells filled with electrolyte always with vents upwards.
- Avoid direct sunlight, high temperature and high humidity.
- Store in a cool and dry place. (Between 10 to 30 degree C & humidity of 45 to 85 % )
- Do not connect positive terminal to negative terminal with electrically conductive material.
- Do not store/operate the Nickel Cadmium batteries in the same room where the lead acid batteries are stored / operated.
- Keep away from water.
- Do not use the tools used for lead acid batteries for use in Nickel Cadmium batteries (Ex: hydrometer and thermometer etc)
- Do not store any other material on top of the batteries.
- Batteries shall be stored in adequately ventilated areas.

## 8. EXPOSURE CONTROLS/ PERSONAL PROTECTION

- Under normal condition of use no special personnel protection is required
- When emptying or filling cells with electrolyte, eye protection goggles and protection gloves, aprons must be used. (Alkali resistant material)
- While carrying out preventive and routine maintenance, use only insulated tools.
- Use self-contained breathing apparatus and full fire-fighting protective clothing.
- Ensure adequate ventilation.
- Ensure availability of emergency eye wash facility in the battery room.

## 9. PHYSICAL & CHEMICAL PROPERTIES

### 9.1 Appearance

Batteries supplied in prismatic polypropylene plastic containers.

### 9.2 Temperature range (ambient °C)

Cell Type	Continuous	Occasional
Plastic container	-40 +50	-50 +70

### 9.3 Specific energy : 13-22 Wh/Kg

Note: Wh: Normal voltage x Rated Ah  
Kg: Average battery weight in kg.

<b>9.4</b> Melting point	:	Not applicable
Boiling point	:	Not applicable
Flash point	:	Not applicable

## **10. STABILITY AND REACTIVITY**

### **10.1 Chemical stability**

Thermal decomposition / conditions to be avoided:

No decomposition if used according to specifications.

Temperatures over 85°C. Short-circuit of electrode connections. Deformation of cells.

Do not connect the positive terminal to the negative terminal with electrically conductive material.

Protect from heat and direct sunlight. Protect from humidity and keep away from water. Incompatible materials: Conductive materials, water, seawater, strong oxidizers and strong acids.

### **10.2 Material to avoid**

Do not fill cells with lead/acid battery electrolyte.

### **10.3 Possibility of Hazardous decomposition products**

In the event of misuse of a battery gases like, oxygen or hydrogen accumulates in the cell and these gases may be emitted through the gas release vent. These gases may ignite if in the proximity of a naked flame or source of ignition.

Hazardous decomposition products: Acrid or harmful gas is emitted during fire.

## **11. TOXICOLOGICAL INFORMATION**

<b>Nickel Hydroxide</b>	<b>LD<sub>50</sub> / oral / rat : 1600 mg / kg*</b>
<b>Cadmium Hydroxide</b>	<b>No data available</b>
<b>Potassium Hydroxide</b>	<b>LD<sub>50</sub> / oral / rat : 365 mg / kg*</b>
<b>Lithium Hydroxide</b>	<b>No data available</b>
<b>Cadmium oxide</b>	<b>LD<sub>50</sub> / oral / rat : 1.3 mg / m3 (30 minutes)</b>
<b>Cadmium oxide</b>	<b>LD<sub>50</sub> / oral / mouse : 0.7 mg / m3 (30 minutes)</b>

\*(INRS data)

## **12. ECOLOGICAL INFORMATION**

There is no ecological harm when batteries are used correctly and recycled after use has ended.

Spilled/released electrolyte : The sharp pH rise may cause harmful impact on fish, plankton and stationary organisms.

## 13. DISPOSAL CONSIDERATIONS

As with all battery systems, Ni-Cd cells must be collected separately from other waste and recycled.

### 13.1 Incineration

**Never incinerate** Nickel Cadmium batteries.

### 13.2 Landfill

Never dispose Ni-Cd cells as landfill.

### 13.3 Recycling

**Nickel Cadmium batteries must be recycled. Contact HBL Power Systems Ltd for information.**

## 14. TRANSPORT INFORMATION

### 14.1 United Nations

UN No.: 2795

### 14.2 International conventions

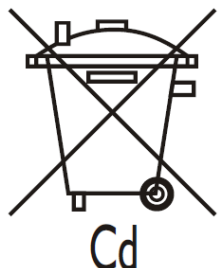
Air : IATA/ ICAO  
 Sea : IMDG  
 Land : DOT (road) or RID (rail) Batteries exempt according to special Paragraph No. 598.

UN No.	NAME	RAIL & ROAD (ADR)				SEA (IMDG)					AIR (IATA)			
		CLAS	Code	Packing group	Labelling	CLAS	Risk	EmS	Packing group	Labelling	CL	Risk	Packing group	Labelling
2795	BATTERIES, WET, FILLED WITH ALKALI, Electric Storage	8	C 11	II	8	8	***	F-A, S-B	II	8	8	***	II	8

## 15. REGULATORY INFORMATION

According to item 14.2.

### 15.1



### Product marking

## **16. OTHER INFORMATIONS**

Issue date : 16<sup>th</sup> July 2020

Marine pollutant : none

Risk Phrases

(1) Nature of special risk

R22	Harmful if swallowed
R26	Very toxic by inhalation
R35	Causes severe burns.
R36/37	Irritating to eyes and respiratory system.
R48/23/25	May cause sensitization by skin contact
R50/53	Very toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.
R45	May cause cancer
R62	Possible risk of impaired fertility
R63	Possible risk to the unborn child
R68	Possible risk of irreversible effects

(2) Safety advice

S <sup>1/2</sup>	Keep locked up and out of the reach of children.
S2	Keep out of the reach of children
S26	In case of contact with eyes, rinse immediately with plenty of water and seek medical advice
S36/37/39	Wear suitable protective clothing, gloves and eyes/face protection.
S45	In case of accident or if you feel unwell, seek medical advice immediately.
S60	Must be disposed of as hazardous waste.
S61	Avoid release to the environment.

### **Key legend information:**

EINECS	- European Inventory of Existing Commercial Substances
CAS	- Chemical Abstracts Service
IMDG	- International maritime dangerous goods
ICAO	- The international civil aviation organization
DOT	- The US department of transportation

Disclaimer: This information has been compiled for sources considered to be dependable and is, to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty (either expressed or implied) or guarantee is made to the accuracy, reliability or completeness of the information contained herein. This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. It is the user's responsibility to satisfy himself as to the suitability and completeness of this information for his own particular use. We do not accept liability for any loss or damage that may occur, whether direct, indirect, incidental or consequential, from the use of this information nor do we offer warranty against patent infringement. Additional information is available by calling the telephone number above designated for this purpose.

**SAFETY DATA SHEET**  
**Battery fluid, alkali (Liquid electrolyte) for Nickel Cadmium Batteries**

**1. IDENTIFICATION**

**1.1 Product** Battery fluid, alkali (Liquid Electrolyte (Potassium Hydroxide + Lithium Hydroxide + Water))

**Relevant identified uses:** Used as electrolyte for Re-chargeable Nickel Cadmium batteries.

**1.2 Supplier****HBL Power Systems Ltd**

8-2-601, Road No. 10, Banjara Hills

Hyderabad - 500 034, Telangana

India

Tel: +91 (0)40 2335 5575

Fax: +91 (0)40 2335 3189

**1.3 Emergency contact :**

D.Madhav Rao : +91 9849386518

Special Instructions: For hazardous materials incidents: spill, leak, fire, exposure or accident; contact Chemtrec day or night at 1-800-424-9300. Reference CCN668348

**2. HAZARDS**

Health Rating : 3 - Severe (Poison)

Flammability Rating : 0 - None

Reactivity Rating : 2 - Moderate

Contact Rating : 4 - Extreme (Corrosive)

**Potential Health Effects**  
-----**Inhalation:**

Severe irritant. Effects from inhalation of dust or mist vary from mild irritation to serious damage of the upper respiratory tract, depending on the severity of exposure. Symptoms may include coughing, sneezing, damage to the nasal or respiratory tract. High concentrations can cause lung damage.

**Ingestion:**

Toxic! Swallowing may cause severe burns of mouth, throat and stomach. Other symptoms may include vomiting, diarrhea. Severe scarring of tissue and death may result.

**Skin Contact:**

Corrosive! Contact with skin can cause irritation or severe burns and scarring with greater exposures.

**Eye Contact:**

Highly Corrosive! Causes irritation of eyes with tearing, redness, swelling. Greater exposures cause severe burns with possible blindness.

**Chronic Exposure:**

Prolonged contact with dilute solutions of potassium hydroxide has a destructive effect on tissue.

**Aggravation of Pre-existing Conditions:**

Persons with pre-existing skin disorders or eye problems or impaired respiratory function may be more susceptible to the effects of the substance.

**3. COMPOSITION****3.1 (Weight as % of basic materials)**

Ingredient	Percent
Potassium hydroxide (KOH)	23 – 30 %
Lithium hydroxide (LiOH)	4-5%
Deionized water	80-95%

**3.2 Chemical****CLASSIFICATION OF DANGEROUS SUBSTANCES CONTAINED INTO THE PRODUCT**

SUBSTANCES				CLASSIFICATION			
Name	Chemical	EINECS Number	CAS Number	Letter	Identification of danger	Special risk (1)	Safety advise-2
Potassium Hydroxide	KOH	215-181-3	1310-58-3	C	Corrosive	R35, R22	S <sup>1/2</sup> , S26, S36/37/39, S45
				Xi	Irritant	R36/37	
Lithium Hydroxide	LiOH	215-183-4	1310-65-2	C	Corrosive	R35	S <sup>1/2</sup> , S26, S36/37/39, S45

For the wording of the listed risk phrases, please refer to section 16.

**4. FIRST AID MEASURES**

When handling electrolyte, precautions must be taken to avoid personal to get in direct contact with it. If this accidentally happens the following must be exercised:

**Inhalation:**

Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Call a physician.

**Ingestion:**

If swallowed, DO NOT INDUCE VOMITING. Give large quantities of water. Never give anything by mouth to an unconscious person. Get medical attention immediately.

**Skin Contact:**

In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Wash clothing before reuse. Thoroughly clean shoes before reuse. Get medical attention immediately.

**Eye Contact:**

Immediately flush eyes with plenty of water for at least 15 minutes, lifting lower and upper eyelids occasionally. Get medical attention immediately.

## 5. FIRE-FIGHTING MEASURES

**Explosion:**

Can react with chemically reactive metals such as aluminum, zinc, magnesium, copper, etc. to release hydrogen gas which can form explosive mixtures with air.

**Fire Extinguishing Media:**

Suitable: Class D-Dry chemical, Carbon dioxide (CO<sub>2</sub>) , Carbon dioxide blanket, Sand, foam.

Not to be used: Water

**Special Information:**

Solution process causes formation of corrosive mists.

## 6. ACCIDENTAL RELEASE MEASURES

### 6.1 Personal precautions, protective equipment & Emergency procedures:

- Wear protective equipment.
- Keep un-protected persons away.
- Keep away from ignition sources.
- Flush electrolyte spillage with plenty of water. Beware risk of slipping.

### 6.2 Environmental precautions:

- Do not allow electrolyte to enter the ground/ soil.

### 6.3 Methods and materials for containment and cleaning:

- Collect mechanically
- Dilute with much water and neutralize.

Ventilate area of leak or spill. Keep unnecessary and unprotected people away from area of spill. Wear appropriate personal protective equipment as specified in Section 8. Spills: Pick up and place in a suitable container for reclamation or disposal, using a method that does not generate dust.

Do not flush caustic residues to the sewer. Residues from spills can be diluted with water, neutralized with dilute acid such as acetic, hydrochloric or sulfuric. Absorb neutralized caustic residue on clay,

vermiculite or other inert substance and package in a suitable container for disposal. US Regulations (CERCLA) require reporting spills and releases to soil, water and air in excess of reportable quantities.

## **7. HANDLING AND STORAGE**

Keep in a tightly closed container, stored in a cool, dry, ventilated area. Protect against direct sunlight and physical damage. Isolate from incompatible substances.

- Avoid direct sunlight, high temperature and high humidity.
- Store in a cool and dry place. (Between 10 to 30 degree C & humidity of 45 to 85 % )
- Do not mix OR use like stirrer used for lead acid batteries for mixing the electrolyte as this will neutralize the alkaline electrolyte.

## **8. EXPOSURE CONTROLS/ PERSONAL PROTECTION**

- **Airborne Exposure Limits:**
  - OSHA Permissible Exposure Limit (PEL):  
2 mg/m<sup>3</sup> Ceiling
  - ACGIH Threshold Limit Value (TLV):  
2 mg/m<sup>3</sup> Ceiling

### **Ventilation System:**

A system of local and/or general exhaust is recommended to keep employee exposures below the Airborne Exposure Limits. Local exhaust ventilation is generally preferred because it can control the emissions of the contaminant at its source, preventing dispersion of it into the general work area.

- **Personal Respirators (NIOSH Approved):**

If the exposure limit is exceeded, a half-face dust/mist respirator may be worn for up to ten times the exposure limit or the maximum use concentration specified by the appropriate regulatory agency or respirator supplier, whichever is lowest. A full-face piece dust/mist respirator may be worn up to 50 times the exposure limit, or the maximum use concentration specified by the appropriate regulatory agency, or respirator supplier, whichever is lowest. For emergencies or instances where the exposure levels are not known, use a full-face piece positive-pressure, air-supplied respirator. **WARNING:** Air-purifying respirators do not protect workers in oxygen-deficient atmospheres.
- **Skin Protection:**

Rubber or neoprene gloves and additional protection including impervious boots, apron, or coveralls, as needed in areas of unusual exposure.
- **Eye Protection:**

Use chemical safety goggles and/or a full face shield where splashing is possible. Maintain eye wash fountain and quick-drench facilities in work area.
- Under normal condition of use no special personnel protection is required
- When emptying or filling cells with electrolyte, eye protection goggles and protection gloves, aprons must be used. (Alkali resistant material)
- Ensure adequate ventilation.
- Ensure availability of emergency eye wash facility in the battery room.

## 9. PHYSICAL & CHEMICAL PROPERTIES

### 9.1 Appearance

**Appearance:** Colour less Liquid

**Odor:** Odorless.

**Specific Gravity:** 1.18 to 1.26

### 9.2 Temperature range (ambient °C)

Continuous
10 to 30 degree C & humidity of 45 to 85 %

Melting point : Not applicable  
Boiling point : Not applicable  
Flash point : Not applicable

## 10. STABILITY AND REACTIVITY

**Stability:** Stable under ordinary conditions of use and storage.

### **Hazardous Decomposition Products:**

Carbon monoxide when reacting with carbohydrates, and hydrogen gas when reacting with aluminum, zinc and tin. Thermal oxidation can produce toxic fumes.

**Conditions to Avoid:** Heat.

## 11. TOXICOLOGICAL INFORMATION

**Potassium Hydroxide**      **LD<sub>50</sub> / oral / rat : 365 mg / kg**

**Lithium Hydroxide**      **LD<sub>50</sub> / oral / rat : 210 mg / kg**

Cancer lists

Ingredient	NTP Carcinogen		IARC category
	Known	Anticipated	
Potassium hydroxide	No	No	None
Lithium hydroxide	No	No	None

**12. ECOLOGICAL INFORMATION****Environmental Fate:**

No information found.

**Environmental Toxicity:**

Potassium Hydroxide: TLm: 80 ppm/Mosquito fish/ 24 hr./ Fresh water

**13. DISPOSAL CONSIDERATIONS**

Whatever cannot be saved for recovery or recycling should be handled as hazardous waste and sent to a approved waste facility or sent back to the Ni-Cd battery manufacturer. Processing, use or contamination of this product may change the waste management options. State and local disposal regulations may differ from federal disposal regulations. Dispose of container and unused contents in accordance with federal, state and local requirements.

**14. TRANSPORT INFORMATION****Domestic (Land, D.O.T.)**  
-----

**Proper Shipping Name:** Battery fluid, alkali

**Hazard Class:** 8

**UN No:** UN 2797

Packing Group: II

**International (Water, IMDG)**  
-----

**Proper Shipping Name:** Battery fluid, alkali

**Hazard Class:** 8

**UN No:** UN 2797

Packing Group: II

**Marine pollutant :** None

**EmS (Emergency Medical Schedule) No:** F-A, S-B

**International (Air, I.C.A.O.)**  
-----

**Proper Shipping Name:** Battery fluid, alkali

**Hazard Class:** 8

**UN No:** UN 2797

Packing Group: II

## **15. REGULATORY INFORMATION**

### **15.1 Product marking**

Corrosive



## **16. OTHER INFORMATIONS**

Issue date : 16<sup>th</sup> July 2017

Marine pollutant : none

Risk Phrases

- (1) Nature of special risk
- |        |                                            |
|--------|--------------------------------------------|
| R22    | Harmful if swallowed                       |
| R35    | Causes severe burns.                       |
| R36/37 | Irritating to eyes and respiratory system. |
- (2) Safety advice
- |                  |                                                                                              |
|------------------|----------------------------------------------------------------------------------------------|
| S <sup>1/2</sup> | Keep locked up and out of the reach of children.                                             |
| S26              | In case of contact with eyes, rinse immediately with plenty of water and seek medical advice |
| S36/37/39        | Wear suitable protective clothing, gloves and eyes/face protection.                          |
| S45              | In case of accident or if you feel unwell, seek medical advice immediately.                  |

### **Key legend information:**

EINECS	- European Inventory of Existing Commercial Substances
CAS	- Chemical Abstracts Service
CERCLA	- Comprehensive Environmental Response, Compensation, and Liability Act
OSHA	- Occupational safety and health administration
ACGIH	- American conference of governmental industrial hygienists
NIOSH	- The National Institute for Occupational Safety and Health
NTP	- National toxicology program
IARC	- International agency for research on cancer
DOT	- The US department of transportation
IMDG	- International maritime dangerous goods
ICAO	- The international civil aviation organization

Disclaimer: This information has been compiled for sources considered to be dependable and is, to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty (either expressed or implied) or guarantee is made to the accuracy, reliability or completeness of the information contained herein. This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. It is the user's responsibility to satisfy himself as to the suitability and completeness of this information for his own particular use. We do not accept liability for any loss or damage that may occur, whether direct, indirect, incidental or consequential, from the use of this information nor do we offer warranty against patent infringement. Additional information is available by calling the telephone number above designated for this purpose.



PSB Singapore

# CERTIFICATE OF PACKAGING PERFORMANCE

## UN Marking Certification Scheme

Certification Serial No : UN14-1335

Test Report Ref : 7191231278-EEC20/10-NKH

Issue To : Mitsu Chem Plast Limited  
329, Gala Complex Din Dayal Upadhyay Marg,  
Mulund (W), Mumbai – 400080. INDIA

UN Packing Type Code : 3H1 Packing Group II (Y)

Description of Packaging : 35 Liters HM-HDPE Narrow Mouth (non removable head) plastic  
jerry can with white seal & black outer cap with mould handle  
Material: HM-HDPE  
Nominal capacity: 35 liters  
Weight of jerry can: 1.8kg  
Measured thickness: Top: 1.8mm, Body: 2.0mm,  
Bottom: 2.7mm

It is certified that samples of the design type described above have been tested in accordance with the provisions of the United Nations Recommendations on the Transport of Dangerous Goods (19<sup>th</sup> Revised Edition: 2015) Chapter 6, International Maritime Dangerous Goods Code (IMDG)-(2014 Edition), International Civil Aviation Organisation Code (ICAO)-(2009-2016 Edition) & International Air Transport Association Code (IATA)-(50<sup>th</sup> Edition) and successfully meet the criteria described in paragraphs 6.1.5.3 to 6.1.5.6 (Inclusive of IATA 6.3.3, 6.3.4, 6.3.5, 6.3.6, ICAO 4.3, 4.4, 4.5, 4.6 & IMDG 6.1.5.3, 6.1.5.4, 6.1.5.5, 6.1.5.6) at the following test levels which has complied with the requirements of the scheme :

Test		Intensity
Drop Test to Clause (Inclusive of IATA 6.3.3, ICAO 4.3 & IMDG 6.1.5.3)	6.1.5.3	1.4m
Leakproofness Test to Clause (Inclusive of IATA 6.3.4, ICAO 4.4 & IMDG 6.1.5.4)	6.1.5.4	20kPa for 5 minutes
Internal Pressure (Hydraulic) Test to Clause (inclusive of IATA 6.3.5; ICAO 4.5 & IMDG 6.1.5.5)	6.1.5.5	100kPa for 30 minutes
Stacking Test to Clause (Inclusive of IATA 6.3.6, ICAO 4.6 & IMDG 6.1.5.6)	6.1.5.6	28 days at 290kg

THE TEST REPORT (Ref: 7191231278-EEC20/10-NKH) IS AN INTEGRAL PART OF THIS CERTIFICATE

Packagings of the sample specifications may bear the marking:



3H1/Y1.4/100/\*\*  
SGP/MC 003



\*\* To be replaced by the last two digits of the year of manufacture

Vice President (Certification)  
TUV SUD PSB Pte Ltd

Date of Original Issue:

24/03/2014

Date of Last Revision:

24/02/2020

Date of Expiry:

23/03/2023

This Certificate remains the property of TUV SUD PSB Pte Ltd and shall be returned upon request. The use of this Certificate is subjected to the terms and conditions of the UN Mark Certification Scheme. The manufacturer is solely responsible for compliance of any product that has the same designation as the product type-tested.



भारतीय पैकेजिंग संस्थान  
Indian Institute of Packaging

An autonomous body under the Ministry of Commerce & Industry, Govt. of India



# UN CERTIFICATE

No. : 2619

Date : 25 Jan 2022

This is to certify that the samples of the packages/packagegings as per the following particulars have been tested in accordance with the provisions of the IMDG-CODE, Volume-I for the transportation of the chemicals as specified in the Annexure and have been found to meet the prescribed criteria :-

Name & Address of the Applicant : **M/S. HBL POWER SYSTEMS LIMITED**  
8-2-601, ROAD No. 10, BANJARA HILLS,  
HYDERABAD, Telangana,500034

Name of the Exporter : **M/s. HBL POWER SYSTEMS LIMITED.**

Application Reference : Letter Dated - 11 Jan 2022

Description of the Package : Pine wood box containing 22No's of batteries ( for filling 232.00kg Net content)

Date of Manufacture : 08 Jan 2022

Quantity of the package : 08 nos

Test Report : IIPHYD/0578-T/21-22

UN Marking allotted : **4C1/Y 282/S/22**  
**IND/0602619**

Specification of UN Marking : Marking should be legible, durable and readily visible. The marking letters or symbols should have at least 6 mm height (upto 30 Kg) or 12 mm height (above 30 Kg).

This certificate is issued for the transportation of chemicals reflected in the annexure on the basis of the declaration given by the manufacturer regarding the product/package compatibility.

This certificate has been issued pursuant to the approval issued by **Directorate General of Shipping,**

**Government of India, and is valid upto 07 Jul 2023**

PROFESSOR / ADDITIONAL DIRECTOR / JT. DIRECTOR / DY. DIRECTOR,  
MUMBAI / NEW DELHI / KOLKATA / CHENNAI / HYDERABAD

Testing laboratories are authorised by Directorate General of Shipping and Directorate General of Civil Aviation, Govt. of India and ISO / IEC 17025 accredited by NABL

#### HEAD OFFICE

E-2, M.I.D.C. Area,  
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Fax : 022-28328178  
labiip@iip-in.com

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Perungudi,  
CHENNAI - 600 096  
Phone : 044-2496 1560/0730  
Fax : 044-2496 1077  
ipchennai@iip-in.com

#### IIP CENTERS

Block C.P.-10, Sector - V,  
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Fax : 033-2367 9561  
ipkolkata@iip-in.com

Plot No. 21, Functional Indl.  
Estate, Opp. Patparganj Bus  
Depot, NEW DELHI - 110 092  
Phone : 011-2216 6703/4/5  
Fax : 011-22169612  
ipdelhi@iip-in.com

Lux - 3, Industrial Estate,  
Sansal Nagar,  
HYDERABAD - 500 018  
Phone : 040-2361 4321  
Fax : 040-2370 7148  
iptydi@iip-in.com



ANNEXURE

Certificate Serial No: 2619  
Packing Group: II

Test Report No.: IIPHYD/0578-T/21-22  
Date: 25 Jan 2022

NAME OF THE CHEMICALS	UN NO.	PACKING INSTRUCTION	CLASS	SUB CLASS	MARINE POLLUTANT	EMS NO.
BATTERIES, WET, FILLED WITH ALKALI electric storage NICKEL CADMIUM BATTERIES	2795	P801	8	-	NO	F-A, S-B

**General Remarks :**

- 1) Test report / Annexure do not include the compatibility studies.
- 2) The chemicals listed in the Annexure is as declared by the exporter/package manufacturer.

*N. Nataraj*

HEAD  
LABORATORIES DIVISION



**LABORATORY TEST REPORT**

ULR - TC921722000000578P

Form/Format: 32  
Page 1 of 2

<b>Sample Received From :</b>  M/s. HBL POWER SYSTEMS LIMITED 8-2-601, ROAD No. 10, BANJARA HILLS  HYDERABAD Telangana 500034  <b>Kind Attention :</b>  Mr. M. VIJAY KUMAR	Test Report No. :	IIPHYD/0578-T/21-22
	Date :	25 Jan 2022
	Customer Ref.No.	-
	Customer Ref. Date	Letter dated 11 Jan 2022
	Certificate Sr.No.(s)	2619
	Sampling Plan	Sampling done by the party
	Test Conditions	Ambient Condition
<b>Sample Description</b>  One set (8 Nos.) of pinewood boxes. The boxes were said to be used for dangerous chemicals reflected in the Certificate mentioned above.  For testing purpose , each pinewood box covered with GI sheet having skid type base, containing 22 No's of Batteries arranged in 3 layers , of which one layer is arranged in 4x2x1 manner & second layer 4x3x1 manner and third layer 2x1x1 , further were wrapped with plastic film. the EPE sheets were provided at all the four edges inside the box, bottom of the box was provided with 25 mm coir as a cushioning material & the top of the box was provide with 40 mm EPE sheet. the box was closed by metal clamps and the box was further reinforced with 6 No's of 12 mm wide PP strap , three along the girth , four across the girth and box is closed by nailing.  External Dimensions (LxWxH) (mm) : 845.00 X 645.00 X 640.00  Gross weight (kg) : 282.70  (sampling done by the party , total 8 nos. of pinewood boxes were brought to the institute.)		

**Tests Results/Observation**

Tests done as per: IMDG – CODE, VOLUME I

Test	Observations	
	External	Internal
<b>1 Drop test (Drop height: 1.20 mtrs.)</b> a) 1st case was dropped flat on bottom.b) 2nd case was dropped flat on top.c) 3rd case was dropped on long side.d) 4th case was dropped on short side.e) 5th case was dropped on a corner.	No damage to any of the boxes were observed	No damage to the Batteries was observed.

TESTED BY

ASST./DY./JT. DIRECTOR

HEAD  
LABORATORIES DIVISION

This report is for Private use only Not to be used for publicity or Litigation

Testing laboratories of Hyderabad are accredited to NABL, Directorate General of Shipping and Directorate General of Civil Aviation.  
Govt. of India for specified tests

Lux - 3, Industrial Estate, Sanath Nagar, Hyderabad - 500 018

Tel : +91-40-23814321, Fax : +91- 40-23707148, Email : iiphyd@iip-in.com, Website : www.iip-in.com

Head Office: Plot E-2, Road No. 8, MIDC Area, Andheri(East), Mumbai - 400093.



## LABORATORY TEST REPORT

Test Report No. IIPHYD/0578-T/21-22  
Date 25 Jan 2022

ULR - TC92172200000578P

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<b>2 Stack load test (Stacking height : 3.0 mtrs.)</b> A superimposed weight was placed on a flat surface resting on the top of the wooden case for a period of 24 hours. The weight was equivalent to the total weight of filled identical wooden cases, which could be stacked on it during the transport.	Neither deformation nor damage to the boxes were observed	No damage to the Batteries was observed.
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------	------------------------------------------

**Conclusion : PASS**

### A. Dimensions of the Package (based on Party's declaration & drawing)

1) Minimum internal length of the case (mm)	: 792.00
2) Minimum internal width of the case (mm)	: 592.00
3) Minimum internal height of the case (mm)	: 474.00
4) Minimum thickness of the top wooden plank (mm)	: 12.00
5) Minimum thickness of the front wooden plank (mm)	: 12.00
6) Minimum thickness of the rear wooden plank (mm)	: 12.00
7) Minimum thickness of the bottom wooden plank (mm)	: 12.00
8) Weight of the empty wooden Box with lid (Avg.) (kg)	: 39.70

### General remarks:

- 1) Test report / Annexure do not include the compatibility studies.
- 2) Sampling done and submitted by the party
- 3) The sample description provided in the test report is based on the declaration by the party
- 4) This report pertains to the submitted samples only
- 5) This report is Software Generated and Electronically authenticated. Please scan the QR code to verify the same.

-----End of Test Report-----

TESTED BY

ASST./DY./JT. DIRECTOR

HEAD  
LABORATORIES DIVISION

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