


TENDER-2204

TENDER FOR OCEAN FREIGHTING FROM VASTERAS SEAPORT SWEDEN TO NHAVA SHEVA - FOB BASIS

TENDER NO: RE/MUM/IMP/BP/IS-2204

 The logo for Bharat Heavy Electricals Limited (BHEL) features the Hindi text 'बी एच ई एल' at the top, a stylized lightning bolt in the center, and the letters 'BHEL' in a bold, italicized font at the bottom.	<p>Bharat Heavy Electrical Limited (A Govt. of India Undertaking) Regional Operation Division 14/15th Floor, World Trade Centre-1 Cuffe Parade, Mumbai – 400 005</p>
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LAST DATE OF SUBMISSION

: 18.06.2022

: 1500 Hrs

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No. RE/MUM/IMP/BP/IS-2204

To

M/s _____

Dear Sirs,

BHEL, a Power Equipment Manufacturing Company, intends to import Engineering cargo. Your most competitive offer is invited for the subject transportation on the following terms and conditions. The tender comprises of:

Sn.	Description	Section
1	Scope of Work	I
2	Instructions to Bidders	II
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5	General Terms and Conditions	V
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Important Details of the Tender

Contact Details of the Person for Queries in the Tender	1]Vishnu Waradkar, Executive Ph:022-22171372,Mo: 8779669958, varadkar@bhel.in 2]Mrs. Asa M Angelina Khalkho, Dy Manager Ph:02222171376,Mo:Mobile:9997092528, asamanin@bhel.in 3] Mr. Sanjeev Shikhare, AGM (MS) Ph: 022-22171301, rodsds@bhel.in 4]Amit Kumar, Sr. Engineer Ph:022-22171350,Mo: 9884657089, amitkumar.s@bhel.in
EMD Amount	Rs 57720/-
Time limit for EMD Submission	15:00 Hrs on due date of Opening
Last Date of Submission of the Tender	18.06.2022, 1500 Hrs.

GUIDELINES FOR OFFER SUBMISSION:

1. The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://eprocurebhel.co.in>
2. Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. This tender will be finalized **through online Reverse Auction**. Bidders are request to quote their most competitive prices through the online e-procurement portal / system. For support regarding e-tendering system, bidders may contact following: R Inchara phone no: 8553226267, email: inchinchu@gmail.com Bidder registration is for free and the procedures are provided in the portal.
<https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page>

Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

3. The offers shall Include

1) **EMD :-** The EMD of **Rs.57720/-** to be submitted through NEFT/RTGS. EMD must be deposited latest by **15:00 Hrs** on the day of Tender Submission Date.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 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.

- (i) Part-1 – Techno Commercial Bid. Should be submitted as per guideline provided.

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(II) Part-2 – Price Bid. Should be submitted as per guideline provided.
NO Hard copies of Tender Documents will be accepted at BHEL Office.

SECTION I
SCOPE OF WORK

Description	STEEL SHEETS		
Imports From:	VASTERAS SEAPORT SWEDEN	Discharge Port :	Nhava Sheva, India
FOB Readiness of cargo	By May-June 2022 (TENTATIVE)		
Supplier details	SURAHAMMARS BRUKS PO BOX -201, SE 735 23, SURAHAMMAR, SWEDEN SWEDEN -201 PH +46(0)22034500 E-MAIL-johan.ellerstedt@sura.se	CONTACT : Surahammars Bruks AB Cogent Power www.cogent-power.com Tata Steel T: +46 (0)220 346 75 M: +46 (0)70 301 14 33 Email: marika.forsgren@sura.se www.tatasteeleurope.com	
Bhopal Unit Contact	Madhurendra Manderwal: madhurendra@bhel.in, No : +91- 83493 86133		
* Shipment to be done in 10 x 20 FT GP/ HC containers as per packing list in 1 BL			

Packing List for the materials (PO no :-1411E41):

Description	Type of package	Dimension in MM	Weight of 1 coil in MT	Total PO weight	Type of Cargo	No of Coil	No of containers
CRNGO Varnished Magnetic Steel Sheet	Coil	1200 X 1200 mm X 1000 mm	4 MT-4.5 MT	200 MT +/- 10%	General	45-50	10

Important notes:

- Non BHEL Consignment is not to be clubbed in BHEL containers
- Contractor has to provide the details of the expected vessel matching the FOB readiness in advance.
- Final vessel to be booked only after getting written confirmation from BHEL unit/ ROD/Shipper.
- Vessel details to be informed to Supplier at-least 15 days prior to the arrival of such vessel at load port.
- Final BL to be issued after getting confirmation on draft BL from Supplier
- The packing list is preliminary/ tentative and the dimension and weight of the packages may vary at the time of import.

The contractor / his Load Port agent should establish contact with our Supplier / his agent and make necessary shipping arrangements from Load Port as soon as Letter of Award (LOA) is placed. In consultations with our supplier, provide the required containers (to enable supplier to stuff / arrange cargo at load port). The supplier will deliver the cargo stuffed in containers on "FOB Load Port" terms on the vessel nominated by the contractor.

The Final arrangements to be made by the contractor only after proper coordination / confirmation from our supplier. The contractor to ensure that cargo/stuffed container is available at Load Port before vessel arrival to avoid "Dead Freight".

BHEL will not be liable for dead freight or any other related penalty, detention or demurrage.

Scope of Work:

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- 1.0 Coordination with the shipper/supplier to ensure dispatch and delivery of containers at the nominated load port to match vessel sailing schedule
- 2.0 Safe Discharge of all the loaded containers at Discharge Port
- 3.0 Cargo has to be brought as per details mentioned above
- 4.0 The supplier will hand over containers to contractor. If contractor is unable to arrange the vessel after receiving the containers from supplier at load port, the storage charges if any will have to be paid by contractor
- 5.0 **BHEL will not pay DEAD Freight / vessel detention/ hook idle/ port storage at load port under any circumstances.**
- 6.0 Contractor to ensure that IGM is filled as per latest SCMTR guidelines before the arrival of containers at Nhava Sheva so that BHEL is in position to file prior Bill of Entry at customs
- 7.0 **Draft BL** has to be forwarded to BHEL in 7 working **days** in advance of vessel arrival at load port for approval. Final BL to be issued by Forwarder to Shipper only after getting confirmation on draft BL from BHEL/ shipper, and is to be handed over within 3 working days of sailing of vessel.
In case BHEL incurs any detention, demurrage, storage, penalty, interest or any other losses due to late handing of the OBL, the same will be recovered from Forwarder Bills
- 8.0 Contractor to provide 21 days of container detention free period at Nhava Sheva. Detention charges if applicable, after the free period of 21 days shall be paid as per the line's published tariff. The detention incurred if any, is to be paid by the forwarder and take reimbursement against shipping line invoice at actuals, with supporting published tariffs. **No Do Revalidation charges, if any charged by the lines will be payable.**
- 9.0 Cargo arrival notice along with ETA of the vessel at discharge port is to be communicated by the contractor in 15 days advances to BHEL / BHEL appointed CHA. Pre-alert through email should be given as soon as final B/L is issued.
- 10.0 The contractor shall furnish **prior IGM/item details** & copy of Freight bill details atleast 7 days before arrival of vessel at discharge port to enable BHEL to file B/E at customs
- 11.0 The contractor shall arrange for single window final delivery order from his office within 02 days of final IGM (inward date) /submission of OBL, whichever is later. DO will be handed over to BHEL's authorized CHA at his port office by contractor (in case of manual DO) or online. Any charge incurred due to any delay by contractor in handing over final delivery order shall be recovered from contractor bills.
- 12.0 Contractor shall liaison with shipping line in resolving IGM error/amendment within five working days. Any detention/ demurrage/ penalty incurred due to wrong IGM will, late IGM amendment will be to the account of the forwarder.
- 13.0 The contractor should provide the details of their load port agent immediately **within 7 working days of receiving the LOA** to enable BHEL to amend the LC incorporating the agent details. Any charge incurred towards LC amendment due to any delay accountable to contractor shall be recovered from contractor.
- 14.0 **Upon Safe discharge of containers at discharge port, the contractor shall ensure the handover of necessary documents to enable movement of BHEL containers to BHEL nominated CFS (DPD + CFS) (at presently JWC Logistics Park Pvt. Ltd, may check with BHEL for the current nominated CFS before movement) IGM Code: Custom EDI Code - INNSA1JLP1, Port Code (1) JNPT Port: JWC (2) GTI Port: JWC (3) NSICT Port: NSAJWC without any financial liability to BHEL.**
- 15.0 Any non-specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in the scope of work at no additional cost to BHEL.
- 16.0 Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs

SIGNATURE AND SEAL OF TENDERER

SECTION II

INSTRUCTIONS TO BIDDERS

Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <https://eprocurebhel.co.in>

- 1.0 Bidders are advised to go through the tender document fully before filling up the format for Techno-commercial Section and Price bid Section
- 2.0 The bidder must submit the total offer and the details desired therein. The offers which are not complete or mentioning "shall be furnished later" will be rejected.
- 3.0 The bidder while submitting the offer should consider the **shortest, most economical and reliable logistics** to be adopted for transportation of cargo.
- 4.0 The price offer must be made only in the Price Bid formats enclosed with this tender.
- 5.0 The offers shall be kept valid for a period of 30 days from the date of opening of the tender.
- 6.0 BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. It shall be responsibility of the contractor that their agents ensure proper working of the offers in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
- 7.0 No modifications to the work contained in the items will be allowed. Quotations other than in prescribed Price Bid formats will not be accepted under any circumstances.
- 8.0 No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed. Any such clarification/modification if enclosed in the offer will be totally ignored and such bids will be rejected. No corrections to be made to the price bid.
- 9.0 Any request from the bidders in respect of additions, alternations, modifications, corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.
- 10.0 The acceptance of tender shall be intimated to the successful bidder through a Letter of Award (LOA). The contractor shall be required to submit security deposit as per the Tender document, within **five working days (excluding bank holidays)** of issue of LOA, which should be valid up to 3 months after the expiry of the contract period as specified in the Letter of Award. In case of delay in submission of security deposit, enhanced security deposit which would include interest (SBI rate + 6%) for the **delayed period**, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered, from the bills along with due interest
- 11.0 **Evaluation criteria**
- 11.1 The offer of parties meeting the Technical requirements will only be considered for evaluation.
- 11.2 The offers will be evaluated on the basis of the total value offered in the Price Bid.
- 11.3 The total offered value will be calculated using the exchange rate (TT selling rate of SBI) as on technical bid opening date of tender. If the due date of tender opening happens to be bank holiday, then the exchange rate of the previous bank working day will be considered for evaluation of price bids.
- 11.4 The Tender will be finalized through Reverse Auction only as per BHEL Reverse Auction guidelines. Bidders who are technically not qualified will not be allowed to participate in the reverse auction.
- 11.5 Bidder must fill all the schedules and Price for each and every items. If the bidder fails to quote any of the items in Price Bid, he will be disqualified and will not be allowed to participate in Reverse Auction.
- 11.6 After the completion of Reverse Auction, the final bidder (L1 Bidder) will have to provide Price Break up of the Final Auctioned Price on Pro-rata basis of the original Price Submitted.
- 12.0 **Instruction for MSE Suppliers (Micro and Small Enterprises)**

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MSE suppliers: The bidder to be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity, along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before price bid opening. If the tender is to be submitted through E-procurement then the documents above required Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "

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

Definitions of MSEs owned by Women is under:

- i. In case of proprietorship firm, proprietor must be woman.
- ii. In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by women promoters.

Definitions of MSEs owned by SC/ST is under:

- i. In case of proprietorship firm, proprietor must be SC/ST.
- ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters
- iv. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- v. District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
- vi. Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
- vii. Revenue Officer not below the rank of tahsildar.
- viii. Sub-Divisional officer of the area where the individual and/ or his family normally resides.
- ix. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

For MSE vendors getting award-

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

Note: MSME vendors need to go through Special conditions of the tender also for any special instruction & deviation from above.

SIGNATURE AND SEAL OF TENDERER

SECTION III
SPECIAL CONDITIONS

- 1.0 **Transit Time**
- 1.1 Total Transit time permitted = **45 Days** (Inclusive of Shipped on board as well as IGM inward date (as per ICE GATE/ BOE))
- 1.2 **Start of Transit time** will be the date of Shipped on board as mentioned in Bill of Lading
- 1.3 **End of Transit time** will be the date to final IGM (inward date - (as per ICE GATE/ BOE)) at JNPT Nhava Sheva Port
- 1.4 The contractor has to nominate the vessel within 7 days of readiness of the cargo. Final vessel to be booked only after getting written confirmation from BHEL unit/ ROD/Shipper.
- 1.5 Vessel details to be informed to Supplier atleast 15 days prior to the arrival of such vessel at load port.
- 1.6 If the contractor has failed to arrange the vessel **within 7 days of** shipper's intimation / LOA date / LC amendment date whichever is later, **then the transit time will start** from 23rd day from shipper's intimation / LOA date / LC amendment date whichever is later.
- 1.7 BHEL reserves the right to invoke Risk Purchase clause 10.0 of section IV without any notice to the contractor.
- 2.0 **Transit Penalty:** The transit delay beyond the permitted transit period shall attract a penalty of 1% per day on the ocean freight value for the shipment subject to maximum of 10% of the total ocean freight of the shipment lot. However as per CGST Act, penalty will be taxable as service and is subject to GST @ 18%, which shall be charged over and above the penalty amount. A separate GST invoice will be raised by BHEL for the same.
- 3.0 **Vessel Qualification:**
Cargo should be carried by mechanically self-propelled vessels of steel construction classed with classification society which is:
- i. a member of associate member of International Association of classification societies(ICAS) or
 - ii. A national flag society as defined below, but only where vessel is engaged exclusively in coastal trading of that nation (including trading on an inter-island route within an archipelago of which the nation forms part)
 - iii. For the list of Current IACS Members and associate members refer to the IACS website at www.iacs.org.uk
- 4.0 **Age limitation of vessel:** 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.
- 5.0 **National Flag society:** A national flag society is a classification society, which is domiciled in the same country as the owner of the vessel in question, which must operate under the flag of that country.
- 6.0 Suitable Vessel selected for freighting of the cargo is to be in line with Institute Classification Clause 01//01//2001
- 7.0 All taxes, charges and dues of vessel if any during execution of this contract shall be on contractor's account both in load port and the discharge port
- 8.0 Stevedoring charges if any at both load port and discharge port shall be on contractors account
- 9.0 **Payment Terms**
- 9.1 100% payment as per Price Bid in Indian Rupees will be made by BHEL, ROD, Mumbai after adjustment of penalty, TDS, GST TDS, other deductions, if any, **within 45 working days of** release of Delivery order
- 9.2 The Ocean Freight charges shall be calculated in Indian Rupees by applying T.T. Selling rate between USD and INR of SBI prevailing on **the date of Bill of Lading.**
- 9.3 **Contractor provide 21 days container detention free period at Nhava Sheva. Detention charges if applicable, after the free period of 21 days shall be paid as per the line's published tariff. The detention**

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incurred if any, is to be paid by the forwarder and take reimbursement against shipping line invoice at actuals, with supporting published tariffs after clearance of the shipment. No Do Revalidation charges, if any charged by the lines will be payable.

- 9.4 Delivery Order (DO) should be issued within 02 days of submission of duly discharged Original Bill of Lading. Any consequential loss due to delay in delivery order shall be recovered from contractor's bills.
- 9.5 Vessel qualification, age and type certification should be submitted along with the bill as per tender requirement.
- 9.6 Reimbursement of charges paid by the forwarder like detention/storage, etc will be made against submission of proper and correct GST invoices and bills along with applicable tariff, within 45 days of receipt of such bills. Invoices if issued in the name of BHEL will have to be submitted in original with correct GST nos. for claiming the reimbursement
- 9.7 All the Bills should be in the name of BHEL.
- 9.8 Bidders should quote in Prescribed Price Bid Format only .Prices are to be quoted by bidders inclusive of all taxes , duties, levies and all other charges except GST . Applicable GST shall be payable extra.

SIGNATURE AND SEAL OF BIDDER

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SECTION IV

Format for Techno- Commercial Conditions

Sr No	Description	Confirmation by Bidder
(1)	Bidder must have an average annual turnover (revenue from operations) of the company of not less than Rs 8.66 Lakhs for the last three Years (i.e. for year, 2018-2019, 2019-20 & 2020-21).	Copy of CA certificate with UDIN OR copy of audited financial statement to be submitted
(2)	Bidders must submit proof of having successfully executed ocean freight contracts (any logistics contract inclusive of Ocean Freight) in last seven years (ending last day of month previous to the one in which the tender was due for opening) as per following (1) Three contracts of value not less than Rs 11.55 Lakh each OR (2) Two contracts of value not less than Rs 14.43 Lakh each OR (3) One contract of value not less than Rs 23.09 Lakh NOTES: Details of the customer with email, contact details and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.	Copies of contract / work order with satisfactory completion certificate of the work executed or completed from customer must be attached
(3)	EMD Details. Email to be sent on submission of EMD with UTR details	UTR NO. to be provided
(4)	Vessel Requirements as per tender.	Agreed
(5)	The Bidder should not have been banned/Suspended for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank as on date of publication of NIT.	A self-certification should be submitted by the bidder indicating compliances. Date to be mentioned on the certificate
(6)	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	A self-certification should be submitted by the bidder indicating compliances. Date to be mentioned on the certificate
(7)	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped	To be uploaded
(8)	Compliance Letter: The compliance letter duly signed and stamped on letter head	On letter head To be uploaded
(9)	Payment Terms as per tender document	Agreed
10	INDEMNITY: Contractor 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 execution of the Contract.	Agreed
11	Arbitration & Conciliation : As specified in General Terms and Conditions	Agreed
12	CANCELLATION OF THE CONTRACT: As Specified in tender Terms & Conditions.	Agreed
13	GOVT. RULES & REGULATIONS: CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licenses, permits for operation in India/ transit country / discharge countries, It is obligatory for CONTRACTOR to comply with regulating requirements in load port countries are fully met before award of the contract.	Agreed
14	RA terms and condition: Agree to participate in RA as per general terms and condition.	Agreed
15	RISK PURCHASE: As Specified in General Terms & Conditions.	Agreed

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16	The movement of Container to BHEL nominated CFS (currently M/s JWC Logistic Park Pvt Ltd) / Filing with BHEL DPD CODE without any additional cost to BHEL	Agreed
17	Container detention free period of 21 days.	Agreed
18	Transit Delay Penalty: As per tender terms and conditions.	Agreed
19	Offer Validity: The offer of bidders will be valid for 30 days for acceptance from due date of tender.	Agreed
20	Validity of the contract: The contract will remain valid till all the activities as per scope of work is completed or till 6 months from the date of LOA whichever is later.	Agreed
21	PAN CARD of the company, GST registration Certificate of the company Registered address with name , email id and contact no. of the owner of the company	Copies to be submitted
22	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.	Agreed
23	If at any point of time it is found that the details furnished by the contractor are not correct then BHEL reserves the right to cancel the contract, forfeit security deposit and initiate risk purchase .	Agreed
24	Bank Signed Mandate copy with bank details.	submitted
25	Dead Freight/ Vessel detention: Contractor has to coordinate and plan the movement of cargo with all concerned agencies. Under any circumstance Vessel detention / Dead Freight will not be paid at all.	Agreed
26	All payments will be made as work executed.	Agreed
27	The order will be placed only one party due operational exigency / efficiency.	Agreed

SIGNATURE AND SEAL OF BIDDER

SECTION V
GENERAL TERMS AND CONDITIONS

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

- 1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2 "CONTRACTOR" / "VENDOR" / "BIDDER" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" or "FREIGHT FORWARDER or CONSOL AGENT OR CHA where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, LOA, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any) and all correspondence.
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT". The rates finalized in the contract to be valid till all the activities in the scope of work is completed.
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- 1.11 "Ton" means one metric Ton of 1,000 kilograms or one cubic meter.
- 1.12 "Full Container Load" (FCL) shall mean a container containing cargo belonging to one consignee in the vessel's manifest.
- 1.13 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.
- 1.14 HEAVY LIFT (HL): Shall mean any one Cargo package of equipment and/or materials with weight greater than or equal to 100MT.
- 1.15 OVER DIMENSIONAL CARGO (ODC): Shall mean any one Cargo package of equipment and / or materials with any one of the dimensions exceeding those for General Cargo
- 1.16 LOT: Supplies which are shipped on single voyage/Flight of each vessel/Barge/Aircraft.
- 1.17 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.

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- 1.18 Non Heavy Lift Cargo means General cargo and ODC i.e cargo that does not fall under definition of heavy lift.
- 1.19 Nhava Sheva ports means all the 5 terminals in the port, i.e., JNPCT, NSICT, NSIGT, BMCT & GTI and any other terminal/CY that may be developed in JNPT.

2.0 Issue of Notice:

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

3.0 Commencement of Work:

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

4.0 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.

5.0 Arrangement of Ship//Truck/Trailer/Axels:

- 5.1 The Bidder shall arrange the vessel i.e ship(s)/ (s)/ Truck(s)/ Trailer(s) /Axel(s) on specific intimation(s) from BHEL in writing or the time/schedule indicated in the LOA/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.
- 5.2 Before arrival of the vessel, 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.
- 5.3 The Bidder shall also intimate BHEL in writing about the documents required for loading of the cargo on the vessel. He will be responsible for examination of all the required documents before arrival of the vessel and any discrepancy in the same shall be attended to by the Bidder /BHEL in time to ensure loading on the vessel arranged by the Bidder as per cl.5.1 above.
- 5.4 Contractor should use vessels having good track records of timely delivery

6.0 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 vessel and unloaded from the vessel in time without its detention. The Bidder shall be fully responsible for detention of the vessel and BHEL shall in no way be liable to pay any detention charges whatsoever.

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- 6.2 In case of non-availability of vehicles to receive cargo directly from Vessel on its arrival at port, the detention charges of stoppage of vessel at port 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

7.0 License/Permission/Registration

- 7.1 Wherever any License /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 License/ 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. 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. 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.
- 7.2 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.
- 7.3 The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 7.4 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

8.0 Invoices and Payments

- 8.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 8.2 All the Bills like Freight Bills, THC, IHC, DO, Detention, etc. must be in the name of BHEL, ROD Mumbai having GSTN as 27AAACB4146P1ZF.
- 8.3 If contractors invoice is not in the name of "BHEL, ROD Mumbai", the GST will not be reimbursed to the contractor as BHEL will not be in a position to avail GST credit.
- 8.4 Contractor should timely update output data in GST portal to enable BHEL to take input tax credit. GST of the contractor will be released only on correct reflection of the invoice and amount of GST portal.
- 8.5 Freight payments along with the other charges as per the contract rates shall be made to the contractor in Indian Rupees only. For the purpose of conversion, the SBI TT selling rate prevailing on the date of Bill of Lading will be considered. In case there is a bank holiday on B/L date then the rate prevailing on the previous working day will apply. Freight bill shall contain the details of packages, weight and MBL number and other charges as per the contracted rates.
- 8.5.1 100% payment of the charges will be made by BHEL by RTGS/NEFT against the bill submitted with all documents from BHEL after clearance of the shipment form CFS.
- 8.5.2 Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, **including TDS** and/or any other levies at the prescribed rates.
- 8.5.3 Contractor shall issue CAN immediately on filing of prior entry IGM by the Liner/ Carriers
- 8.5.4 TDS / GST TDS as applicable will be recovered from contractor's bill.

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- 8.5.5 All the bills should be submitted in duplicate i.e one original and one copy. In addition, one scan copy bill is also to be shared.
- 8.5.6 All taxes, charges and dues of vessel if any during execution of this contract shall be on Contractor's account both in load port and in the discharge port.
- 8.5.7 The documents to be submitted along with **bills in duplicate** are as follows:
1. Invoice duly signed and stamped / digitally signed as per the Price bid Schedule (e-invoice to be submitted if applicable)
 2. Packing list
 3. OBL copy
 4. Exchange rate certificate (as per tender condition)
 5. Vessel qualification/ age/class certificate
 6. Copy of Final BL
- 8.5.8 GST as applicable shall be paid. Contractor should ensure that original invoice/ bill/ receipt in the name of BHEL is provided at the time of payment.
- 8.5.9 Payment will be made against NEFT/ RTGS details mentioned in the bank e-mandate certified copy.

9.0 Time Limit for Submission of Bills

- 9.1 The contractor 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.
- 9.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

10.0 Risk Purchase:

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

11.0 Observance Of Local Laws :

- 11.1 The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.

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11.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable/levied on account of any of the operations connected with the execution of this contract.

11.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

12.0 Safety of Men, Equipment, Material & Environment:

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

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

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

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

13.0 Contractor's responsibility for Insurance:

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

13.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.

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

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

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

12.0 Force Majeure (FM): The following shall amount to force majeure conditions

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

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

12.3 The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to

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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.

12.4 Force Majeure conditions will apply on both sides.

As the shipments have to be done in the prevailing COVID 19 situation, invocation of FM on grounds of generalized COVID 19 will not be acceptable, unless proofs of specific delays (closure of ports/ infection of crew, Quarantine Restrictions etc is provided along with the Notice of invocation of FM)

13.0 Prevention Of Corruption

13.1 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.

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

15.0 ARBITRATION & 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 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

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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 CONCIILIATION:

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.
- 15.3 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 (will be shared by BHEL as and when required). 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.
- 15.4 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.

16.0 Laws Governing the Contract:

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

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

18.0 Security Deposit

- 18.1 Successful bidder shall submit 5% of the total contract value as security deposit within 05 working days (excluding bank holidays) days of issue of LOA for the contract.
- 18.2 EMD of the successful tenderer can be converted and adjusted towards the required amount of Security Deposit
- 18.3 Security deposit may be made in any of the following ways:
- i) *Only Electronic Fund Transfer in favor of BHEL*
 - ii) *Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL*
 - iii) *Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)*

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

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

- 18.2.1 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 18.2.2 The security deposit shall not carry any interest. (Note: Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- 18.2.3 Bidder to submit Security deposit required for execution of the contract within the 5 working days of the LOA. In case of delay in submission of security deposit, enhanced security deposit which would include interest (SBI rate + 6%) for the **delayed period**, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered, from the bills along with due interest.
- 18.2.4 Securities / BG's shall be released after three **(3) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

19 Earnest Money Deposit

- 19.2 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :
- Electronic Fund Transfer credited in BHEL account (before tender opening)
EMD of the Bidder will be forfeited if:
- 19.3 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 19.4 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract
- 19.5 If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- 19.6 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.
- 19.7 EMD of successful bidder will be adjusted towards part of the security deposit.
- 19.8 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.
- 19.9 EMD shall not carry any interest.

20 Discrepancy In Words & Figures: Quoted In Offer

- 20.2 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 20.3 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 20.4 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 20.1 and 20.2 above.

21 Requirements of Performance.

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

22 Short – Landed or Damaged Goods.

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

23 Subletting Not Allowed

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

- 24 **Joint Survey:** Situations may arise during the course of handling / transportation of containers/ cargo when a container or cargo meets with an accident. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of BHEL

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

- 25 **Guidelines for suspension of business dealings with suppliers/ contractor's :The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at bhel website www.bhel.com. The link for the same is available at <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>**
- 26 **BHEL Fraud prevention policy:** The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 27 **Reverse Auction:** For detailed information regarding reverse Auction procedure, please refer BHEL Reverse auction Policy available at <https://www.bhel.com/guidelines-reverse-auction-2021>
- 28 The bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.
- 29 **VERIFICATION OF DOCUMENTS:** BHEL reserves the right to verify any documents submitted by the Bidder. Any supporting documents in line with contract copy and completion certificate like invoices, Packing list, Billing details in original may be asked and BHEL reserves the right to reject the bid if verification from customer/ or supporting documents is not forthcoming.
30. **Confidentiality, Use of Contract Documents and Information**
- 30.1 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
- 30.2 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
- 30.3 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

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considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

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

31.1 Commitment by BHEL:

31.1.1 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.

31.2 Commitment by Bidder/ Supplier/ contractor:

31.2.1 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.

31.2.2 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.

31.2.3 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.

31.2.4 If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ Bidder as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions".

32.0 STACKING AND TILTABILITY OF CARGO/PACKAGES:

32.1 The cargo should be stacked as per usual shipping standard practices. However, if any specific stacking information required the same can be given by supplier.

32.2 Definition of General cargo and Over Dimension cargo is given in General terms and condition of the contract.

33.0 E- PROCUREMENT:

33.1 This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform website as given in the General Information table.

33.2 Neither the Organization (Bharat Heavy Electricals Ltd.) nor the eProcurement service provider (as given General Information table) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose.

34.0 Packing List: The approximate weight and dimension is enclosed in packing list as they are based on engineering design. Please note that the weights and sizes given are indicative and for guiding the contractor. The actual Dispatch particulars may vary and shall be known at an appropriate stage. Contractor shall not claim any compensation from BHEL towards such variation in actual dispatch particulars of cargo/packages/shipments.

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35.0 Congestion at Ports: In case of any congestions at load / discharge port, the Contractor to do all necessary work for priority vessel/barge berthing. BHEL shall not be responsible for any vessel/barge idling /Vessel detention charges due to delay in berthing including (1) Delay in allocation of berth at load / discharge port (2) Delay in berthing of the vessel/barge due to non-availability of the customs clearance documents (3) Delay in berthing for want of arrangement of requisite Trucks/ Trailers / Barges/ Crane etc. for direct delivery from the vessel/barge. No congestion charges will be paid.

SIGNATURE AND SEAL OF BIDDER

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SECTION VI
Price BID

Sl. No.	Description	Currency	UOM (QTY)	Rate	Total Value
(a)	(b)	(c)	(d)	(e)	(f) = (d) x (exch. rate) x (e)
1	Rate for ocean freighting from FOB Vasteras Seaport Sweden to Nhava Sheva in 20 ft GP/ HC containers	USD	10		
2	Destination charges at Nhava Sheva for 20 ft. GP/ HC containers (Includes all the destination charges at Nhava Sheva like THC, washing charges, Maintenance charges, etc.) (No charges other than this will be payable by BHEL at destination Port) Ref slno.7 of note below	INR	10		
3	Delivery Order Charges (per BL)	INR	1		
	Total (1f + 2f + 3f)				

Note:

1. Evaluation will be done on Total Cost to BHEL in INR.
2. Price are to quoted by bidders inclusive of all taxes and duties, levies and all other charges except GST. Applicable GST shall be payable extra.
3. No other shipping line charges will be payable.
4. For Evaluation purpose the total offered value will be calculated using the exchange rate (TT selling rate of SBI) as on technical bid opening date of tender. If the due date of tender opening happens to be bank holiday, then the exchange rate of the previous bank working day will be considered for evaluation of price bids.
5. No charges other than those specified in the contract shall be payable.
6. **Container Detention free period required: 21 days**
7. **In case the container arrives at GTI terminal of Nhava Sheva, the destination THC charges will be debited from BHEL PD account in-line with public notice 11/2020 dated January 17, 2020 issued by the Commissioner of Customs (NS-III). The amount debited from BHEL PD account will be deducted from the payment of destination charges payable under sl no: 2.**
8. Contractors to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate.
9. No additional payment (GRI/RR1 etc) on any account shall be considered for payment.
10. No additional choking/lashing charges shall be applicable.
11. If any new tax in India is introduced by Central/ 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.
12. Bidder must fill all the schedules and Price for each and every items. If the bidder fails to quote any of the items in Price Bid, he will be disqualified and will not be allowed to participate in Reverse Auction.

SIGNATURE AND SEAL OF BIDDER

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SECTION –VII

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

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

Sub: Compliance letter for Your Tender no RE/MUM/IMP/BP/IS-2204

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 finalising 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.

I agree to furnish any other information / produce any record for inspection as may be required by the competent authority or an officer duly authorized by the competent authority of Bharat Heavy electrical Limited.

I / We also give the undertaking that all the statutory acts, rules & regulations applicable to International Business and to central /state Govt. in load port and discharge port country are being and will be followed by us in course of our operations/ execution of the contract.

We are aware and now conversant with local site conditions / Weather conditions / Route feasibility to site/Local social issues/Local labor issues/Local political issues/ Geo-political situation/ Work Culture/ Weekly holidays/ festivals Holidays, etc.

The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions both in load port country / discharge country and enroute.

I affirm that the particulars given are true to best of my knowledge and belief.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF BIDDER

