



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

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

Phone: 022-22171342/333/305/301

No.RE/MUM/EXP/EO-1915

Date: 05/10/2019

To

M/s _____

Dear Sir/Madam,

Sub: Appointment of Shipping agent for Pre-FOB activities at JNPT for TOYO Engineering Japan Project.

BHEL, a Power Equipment Manufacturing Company, intends to export Engineering cargo. Your most competitive offer is invited for the subject transportation inline with the terms and conditions placed in the tender specification.

BHEL invites offers for movement of above mentioned cargo. The tender comprises of

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|---|---------------------------|-----------------------|----------------|
| (1) Gen. Information & Scope of Work -SECTION - I | (5) Techno commercial Bid | - SECTION-V | |
| (2) Instruction to bidders | - SECTION - II | (6) Price Bid | - SECTION- VI |
| (3) Special Conditions | - SECTION -III | (7) Compliance Letter | - SECTION –VII |
| (4) General Terms and Conditions- | SECTION –IV | | |

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 - II". The technical offer should comply with the all tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened.

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://bhel.abcprocure.com> only as no other forms of submission of offer or hard copy is accepted. Bidders are requested to quote their most competitive prices in through the online e-procurement portal / system.

Bidders must submit their bids in the E-procurement Portal by **15 :00 hrs , 09/10/2019 . THE EMD'S should be submitted through EFT MODE. (Refer instruction to bidders section II).** Kindly forward your regret letter in the event of non participation in the tender. Successful bidder shall be responsible for completion of the contract in all respect. Techno commercial offers shall be opened through the E-Procurement portal on **09/10/2019 at 15.30 Hrs. RA will not be conducted for this tender.**

Thanking you,

Yours faithfully

-SD-

Dy Manager (Exports)

Encl: Section I to VIII

SECTION – I

GENERAL INFORMATION

BHEL intends to appoint a Contractor for Pre-FOB activities for container transportation of Project cargoes to Toyo Engineering Japan. The cargo will be delivered to contractor warehouse or nominated CFS however the contractor may have to arrange for pickup of cargo from BHEL's CHA warehouse (If cargo arrived prior to order placement from manufacturing units) and have to do local transportation till nominated CFS nearby Nhava Sheva Port and arrange for export customs clearance and further handing over to Shipping agent for onwards ocean carriage. All the cargo will have to be shipped in approx. 2x40' FR , 1x20'FR and 1x 40'HC/GP Carrier Owned Containers (COC) arranged by the shipping agent. The cargoes is likely be arrive by 10th Oct 2019. The shipment will be done in one Lot only.

The scope of work will be inclusive of Receiving of cargo from BHEL transporters at CFS, storage in their nominated CFS, Collection of empty COC containers from applicable yard, Coordination with shipping/booking agent, transportation of empty containers till nominated CFS, stuffing of cargo in containers, lashing, custom clearance at load port and further Terminal handling and handover to Shipping agents on FOB basis. The bidder submitting the offer should consider the shortest, most safe, economical and reliable logistics to be adopted for transportation of cargo.

Other details are as follows

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1.	Name and Address of concerned persons for Tender BHEL ROD Mumbai Mr. Sanjeev Shikhare, Sr Dy. General Manager (Exports) Mr. Vishwa Chandan Dy manager (Exports) Mr Prakash Salvi Sr Executive (Exports) Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15 th Floors, Centre-1, World Trade Center,Cuffe Parade, Mumbai, Maharashtra, India	Phone Nos. & Email Ph No. 022- 22171301 Email : rodsds@bhel.in Ph No. 022- 22171342 / 9819979380 Email : vishwa.chandan@bhel.in Ph No 022-22171303 Email: salvi@bhel.in
2.	Terms of Delivery:	FOB JNPT
3.	Consignee details:	NUOVO PIGNONE, ITALY
4.	Quantum of cargo	2x40' FR, 1x20' FR &1x40'HC/GP containers
5.	Tentative date of supply	10 th Oct 2019 Onwards
6.	Nominated Shipping line/Agent details:	M/s DHL Global Forwarding Babu Valhekar Industrial Projects DHL Global Forwarding DID: +91 22 6198 5491 Mobile: +91 7045044511Mob:8130295961

7.	Due date & Time of submission of EMD	On or before Tender due date and time
8.	Name and Address of concerned persons of E-procurement agency	E-PROCUREMENT TECHNOLOGIES LTD BHEL e-Procurement Helpdesk e-Procurement Technologies Limited B- 704/705, Wall Street – II, Opp. Orient Club, Ellisbridge, Ahmedabad – 380006, India. Phone: +91-79-68136809 68191 6867 6823 <i>(Monday to Friday between 10:00 AM to 07:00 PM (IST) & Saturday between 10:00 AM to 4:00PM (IST))</i> Email: Bhel.Support@abcprocure.com Web : https://bhel.abcprocure.com
9.	Name and Address of concerned persons for technical help from BHEL side	Mrs Pallavi Gupta (Senior Engineer-Imports) BHEL-ROD Mumbai, 14/15th Floor WTC 1, Cuffe parade Mumbai -05 Ph : 022-22171355 Email: pallavi.gupta@bhel.in
10.	Value of Cargo	INR 37,497,761

SCOPE OF WORK

Cargo Description: As per Packing List.

Packing List :

REQ. NO.	ITEM NO.	Packing List no	PACKAGE NO.			N/W (KGS)	G/W (KGS)	(L)	(W)	(H)
PO No. BA120511- BYGA004M	107-JAM	301100212	Main motor (without MTB,NTB)			14,001	16,000	4,650	2,650	3,300
		301100213	MTB and NTB box			370	550	2,700	1,100	1,600
		301100214	Adaptor with CT			250	350	1,200	600	950
		301100215	SPARES			4	30	900	800	650
		301100216	SPARES			10	45	900	700	450
		301100217	SPARES			180	250	700	700	700
		301100218	SPARES			22	50	800	800	350
	107-JBM	301100211	Main motor (without MTB,NTB)			14,001	16,000	4,650	2,650	3,300
		301100209	MTB and NTB box			370	500	1,700	1,100	1,550
		301100210	Adaptor with CT			250	350	1,200	600	950
	107-JCM	301100240	Main motor (without MTB,NTB)			14,001	16,000	4,650	2,650	3,300
		301100242	MTB and NTB box			370	500	1,700	1,100	1,550
		301100241	Adaptor with CT			250	350	1,200	600	950
	108-JAM	401100421	Main motor (without MTB,NTB)			9,200	10,500	4,650	2,850	3,100
		401100451	SPARES-			180	210	1,100	700	900
		401100452	SPARES			10	20	1,000	900	400
		401100453	SPARES			17	25	650	650	450
		401100454	MTB & NTB box			230	280	1,500	1,300	1,300
	108-JM	401100422	Main motor (without MTB,NTB)			9,200	10,500	4,650	2,850	3,100
		401100450	MTB & NTB box			230	260	1,200	1,000	1,000
Total						63,146	72,770			

Total no of containers may change at the time of shipping. Payment will be made only for actual no. of containers **shipped** and rate finalized as per price Bid.

The scope of work covers the following:

The entire cargo of will be shipped in One lot in 2x40' FR, 1x20'FR and 1x40' HC/GP COC Containers arranged by shipping agent of customer. The contractor is required to go through the scope of work as detailed below. The cargo is likely to arrive at CFS from 10th Oct 2019.

Load Port: Nhava Sheva /JNPT Port, India

Terms of delivery: FOB

Port of discharge: Naples Italy

The scope of work includes:

- 1) Arrange for receiving and unloading of the cargo arrived through BHEL/BHEL Supplier's transporter at contractors nominated CFS.
- 2) Issue proper receipt to BHEL/BHEL Supplier's transporter for cargo received after proper inspection of packages.
- 3) The contractor shall arrange for safe unloading of the cargo received at their own nominated CFS.
- 4) The contractor has to ensure the safety of cargo in his custody and keep proper package wise record of arrival and dispatch of cargo to /from the CFS and send daily updates to BHEL via email giving details of the packages/ original documents received.
- 5) Contractor to inform BHEL sufficiently in advance the input documents required for Export customs clearance.
- 6) Arrange for customs clearance of the materials at load port i.e Registration of DEEC license with customs, collection of export documents from our office, processing the multiple shipping bills (*DEEC / drawback etc as the case may be as advised by BHEL from time to time*) and providing necessary endorsed documents of export (EC copy of S/Bills, endorsed by customs, SDF etc whatever applicable).
- 7) The export checklist has to be got approved from BHEL before uploading in ICEGATE.
- 8) Take all the necessary permissions from the relevant agencies at CFS for carting of cargo. The contractor is free to choose the CFS stuffing point and no additional cost for movement of empty container or loaded container from CFS to CFS or CFS to Port will be given.
- 9) Loading and transportation of empty container from shipping line agent CFS/empty container yard (nearby JNPT, within 15-30 Km range) to CFS nominated by contractor.
- 10) Contractor to ensure that the empty container is fully inspected on the exterior and interior. Container must be found suitable for loading of the goods with respect to cleanliness, dryness, free of odour, free of crack, proper closing and proper rubber seals, interior/exterior paint and wooden floor being reasonably intact, no hole/potential leakages. Ensure that Lashing eyes are provided on the longitudinal beams on the floor, roof and corner posts.

- 11) Contractor should carry out optimum stuffing of cargo in container to avoid problems such as cargo overflow or wastage of space. When packing a container or securing cargo, the Guidelines for Packing and Securing Cargoes in Containers for Transport by Land or by Sea (Container Packing Guidelines) issued by the International Maritime Organization (IMO) and International Labour Organization (ILO), must be observed. Cargo must also be secured within a container against all ship movements, such as rolling, pitching and yawing. Individual cargo parts that do not fill up the floor must be secured by being chocked and lashed.
- 12) The no. of containers intimated is tentative based on the engineering design weight and dimension of package and shall vary as per actual upto $\pm 20\%$. Hence contractor has to ensure to arrange only that much COC container as per the actual cargo in CFS. If contractor arranges COC container in excess of available actual cargo the same will have to be returned back by contractor at his own cost. BHEL will not pay for transportation/storage/unloading/ loading charges/CFS charges etc for such excess containers.
- 13) Contractor should provide container wise packing list after stuffing of containers or stuffing report.
- 14) Transport the loaded sealed containers to the vessel and load the containers on the vessel at JNPT. All CFS/ THC charges to be borne by the contractor.
- 15) All CFS charges including storage charges, stuffing cost, cargo securing cost and any other cost if any, will be to the contractor's account. **Cargo shall be moved on full container load only.**
- 16) The cargo will be available by 10th Oct 2019 tentatively.
- 17) The vessel booking is being arranged by customer nominated shipping agent. Contractor has to coordinate with the shipping agent details given in NIT.
- 18) The contractor has to give 15 days' free storage period in CFS and no storage / any CFS charges will be payable for cargo lying for 15 days in CFS. However if any cargo is stored in CFS more than 15 days for consolidation or delay in DO from shipping line or any other reason not attributable to contractor, the CFS cargo storage charges only shall be reimbursed as per published rate of CFS for such no of days beyond 15 free days.
- 19) All the agency charges, shipping line charges, origin charges like Shipping line THC, Liasioning charges, certificate charges, Bill of lading charges, Facilitation charges, ISPS, seal charges, COC container surcharges are included in price bid and shall not be payable separately.
- 20) The Price offered in Price Bid should include:
 - a. Cargo Carting/ Unloading/loading at CFS, Storage to CFS and movement till nominated CFS.
 - b. Collection of DO, Loading and transportation of empty COC container to CFS.
 - c. Custom clearance charges.
 - d. All the necessary charges of stuffing/lashing/securing of the cargo including all CFS operations including storage charges.
 - e. All insurance costs covering risk of operations undertaken (Cargo / goods will be insured by BHEL or consignee).
 - f. All Forklift/crane/labour charges/SSR/revalidation/COC charges.
 - g. Transportation of loaded Containers from CFS to Vessel, THC, etc
 - h. All shipping line charges & surcharges /CFS /transportation charges/COC surcharges etc if any.

- 21) Cargo will be shipped in one lots and the contractor should make all efforts to handover the cargo on or before cutoff date of schedule vessel.
- 22) The contractor will have to ensure pre shipment survey & measurement of cargo from Licenced measurer and notify BHEL for the condition of the cargo prior to stuffing in the COC containers and their loading on the vessel.
- 23) The contractor shall keep contact with shipping Agent for schedule of vessel and availability of empty COC container. If the contractor fails to handover the cargo to shipping agent/line on scheduled time, all storage and shipping line charges will be borne by contractor till next scheduled vessel. No container or vessel detention charges are payable hence proper planning should be ensured by the contractor.
- 24) You will follow all local laws / acts / rules prevailing in Transit while transporting the cargo without any liability to BHEL and indemnify BHEL from any mishap / claims while undertaking the work.
- 25) Contractor to ensure that there is no pilferage of cargo being transported in loose/packed condition. Any loss suffered by BHEL on this account shall be recoverable from the Contractor.
- 26) Insurance of cargo 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 to enable BHEL for lodging the claim with the Underwriters.
 - c) Lodging of protest/claims with the carrier in case the damages reported at the time of discharge/Transportation

SECTION II

INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <https://bhel.abcprocure.com>
2. **The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.**
3. **The price offer is to be submitted online on E-Tendering Portal at the web address mentioned above. The price offer must be made only in the formats enclosed with this tender.**
4. The offers shall be kept valid for a period of 1 month from the date of opening of the tender.
5. It shall be responsibility of the contractor that their agents ensure proper working in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
6. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof
7. The offers shall include.

1) **Techno Commercial Bid:**

- (a) The techno commercial bid is to be filled and submitted/or uploaded in excel sheet/Templet online on E-Tendering Portal of BHEL at web address <https://bhel.abcprocure.com> . The techno commercial offers shall be opened **on due date and time**. Hard copies of techno commercial offers shall not be accepted for evaluation.
- (b) Payment of **EMD of Rs. 7200/-** shall be done through RTGS/NEFT mode in following bank account before due date & Time of opening of tender. However bidders are advised to process payments one day prior to due date and time of opening of tender to avoid last minute rush.

Name BHARAT HEAVY ELECTRICALS LTD BANK : CITIBANK, FORT BRANCH	ACCOUNT NO : 0008279012
IFSC CODE : CITI0100000	MICR CODE : 400037002

UTR details shall be furnished vide email and uploaded on E-procurement portal before opening of tender. NO hard copy DD shall be accepted.

2) **Price Bid/Reverse Auction (Envelop II)**

The Price Bid is to be filled up and submitted/or uploaded in excel sheet through E-Tendering system only. RA will not be conducted for this tender.

Fax offers will be rejected.

8. **Evaluation Criteria:**

The offers will be evaluated on the basis of the total price basis (Price Bid). The order will be finalized on one party only

SECTION -III
SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION IV
- (2) Billing by contractor should be done as per the work order rates, payment terms and conditions only.
- (3) **PAYMENT TERMS:** 100% payment after delivery of cargo/container to vessel and obtaining of OBL , shall be payable after 30 days of receipt of complete Invoice along with the following supporting documents

Following documents shall be required after shipment :-

- a) Three set of OB/L & Invoice with all supporting documents (Original + 2 Copies)
 - b) Invoice for work done (Original + 2 Copies).
 - c) Container Load plan/Stuffing report (Package wise).
- (4) Two consecutive delays, for reasons of delay attributed to the Contractor, in execution of the contracts where delay occurred is such that
- a) Prescribed maximum transit time limit of the contract is reached/exceeded or
 - b) Delay period has equaled/exceeded the original transit time period specified in the contracts
- Whichever among the above is earlier may result in the Contractor being put on hold for future enquiries.
- (5) Transit Time & Penalty: Total time permitted from next day of container DO date (issued by shipping line) till port gate-In date(for handing over of container to shipping line) is 07 days. For every day delay in handing over the container to shipping line beyond the stipulated period BHEL shall deduct as penalty 1% of the total charges payable on a shipment LOT for every day of such delay subject to a maximum of 10% of the total charges payable and shall be adjusted from the total bill.

Transit time shall be exclusive of followings

- I. Any delay in loading of cargo at BHEL Godown.
 - II. Delay in any documents for BHEL/Shipping agent for export custom clearance.
 - III. Delay due to shipping line refusal to take cargo/Container for booked vessel.
- (6) The offers of the bidders who are on the banned list/Suspended for business dealings and also the offers of the bidders who engage the services of the banned firms ,shall be rejected. The list of the banned firms are available on BHEL website www.bhel.com on “supplier registration page”.
- (7) Bidders must go through Guidelines for suspension of business dealings/Reverse auction . Guidelines for suspension of business dealings with suppliers/contractors and Reverse auction are available on website www.bhel.com on “supplier registration page”.
- (8) **VALIDITY:** The contract shall be valid till delivery of loaded sealed containers/cargo to shipping line as per contract

SECTION IV

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, LOI, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL ROD MUMBAI.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the Bidder. Where validity date is not

specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.

- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Bidder with no claim on either side.
- 1.11 "CARRIER/SHIPPING/TRANSPORTATION" shall mean the shifting/carrying Cargo by using ships, barges, tempo, trucks, trailers (mechanical /hydraulic), dolly, heavy duty railway equipment wagons, aircraft and all other transportation means which shall be arranged by the Bidder for executing the work.
- 1.12 GENERAL CARGO: Shall mean any one Cargo package of material and /or equipment with a weight less than 100 MT and with all dimensions below 13m Length, 3m Width, 3m Height (13mx3mx3m).
- 1.13 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Bidder / Bidder.
- 1.14 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.
- 1.15 HEAVY LIFT (HL): Shall mean any one Cargo package of equipment and/or materials with weight greater than or equal to 100MT.
- 1.16 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.
- 1.17 OVERSIZED CARGO FOR AIR SHIPMENT: Any Cargo exceeding length 121 inches, width 84inches, height 60 inches, gross weight 4626 kg, net weight 4508 kg and floor load limitation 90.7 kg/sq. ft. shall be treated as oversized. For such Cargo, consolidation rates will not be applicable and rates shall be decided on case-to-case basis based on IATA Rules and Regulations.
- 1.18 LOT: Supplies which are shipped on single voyage/Flight of each vessel/Barge/Aircraft arranged by bidder/ supplier.
- 1.19 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.
- 1.20 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:

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

3 COMMENCEMENT OF WORK:

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

4 DISCREPANCY AND CONTRADICTION

- 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.
- 5.2 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.
- 5.3 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 & equipment's 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 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.
- 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 Invoice/ Supplementary Tax Invoice (Debit / Credit Note) should contain all the details as required as per applicable GST Act & Rules.
- 7.5 Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- 7.6 Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
- 7.7 Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 7.8 In case of LD recovery the applicable GST shall be also be recoverable from the suppliers.
- 7.9 The Freight shall be paid on the actual quantities Shipped /Transported as per survey/measurement report.
- 7.10 The payments shall be made through RTGS/NEFT. The Bidder would be required to submit bank details for receiving the payments.
- 7.11 For Ocean freight payment, INRs-US\$ exchange rate shall be as per SBI/India TT Selling exchange rate prevailing on the date of sailing of the vessel. The exchange rate of the day of sailing of vessel would also be applied for the overseas land transportation payments in Indian Rupees. In case above dates fall on holidays the Exchange rate as defined above should be considered for the next working day.

8 Taxes & Duties

- 8.1 All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable in India as well as in destination are included in the quoted price. GST & applicable Cess, if any, in India will be payable extra as enumerated in Payment terms.
- 8.2 TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 8.3 TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- 8.4 Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.
- 8.5 Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT &TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.

9 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, land slides, 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 favour or disfavour 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 SETTLEMENT OF DISPUTE

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

16 ARBITRATION

- 16.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.
- 16.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 16.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Delhi.
- 16.4 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 16.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- 16.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.
- 16.7 **In case of contract with Public Sector Enterprise (PSE) or a Government Department** : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

17 LAWS GOVERNING THE CONTRACT:

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

18 SHORT – LANDED OR DAMAGED GOODS.

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

19 REQUIREMENTS OF PERFORMANCE.

- 19.1 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.
- 19.2 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.
- 19.3 The Bidder shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Bidder shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During trans shipment he shall provide all packing and leashing at his own cost.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.

20 INDEMNITY:

- 20.1 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.

21 SECURITY DEPOSIT

- 21.1 Successful bidder shall submit 5% of the total contract value as security deposit within Five days of issue of LOI for the contract. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit
- 21.2 Security deposit may be made in any of the following ways:
 - 21.2.1 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - 21.2.2 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bidder to obtain the proforma for Bank Guarantee format from BHEL on issue of LOI.
 - 21.2.3 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).
 - 21.2.4 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
- 21.3 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.
- 21.4 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. 21.2.3 and 21.2.4 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after one **(1) month** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

22 EARNEST MONEY DEPOSIT:

22.1 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 LTD BANK: CITIBANK, FORT BRANCH

ACCOUNT NO: 0008279012 IFSC CODE: CITI0100000 MICR CODE: 400037002

22.2 EMD of the Bidder will be forfeited if:

22.3 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.

22.4 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract

22.5 If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited

22.6 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.

22.7 EMD of successful bidder will be adjusted towards part of the security deposit.

22.8 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.

22.9 EMD shall not carry any interest.

22.10 In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs.20 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

23 DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

23.1 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.

23.2 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

23.3 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 23.1 and 23.2 above.

23.4 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.

24 REVERSE AUCTION:

24.1 BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in

RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

- 24.2** Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the *tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com)*.
- 24.3** The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope Sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**
- 24.4** If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com)."

25 BHEL FRAUD PREVENTION POLICY:

- 25.1** 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.

26 CANCELLATION OF THE CONTRACT:

- 26.1** BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of Bidder leading to cancellation of contract.
- 26.2** 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.
- 26.3** 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.

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

27.1 Commitment by BHEL:

- 27.1.1** 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.

27.2 Commitment by Bidder/ Supplier/ contractor:

- 27.2.1** 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.

27.2.2 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.

27.2.3 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

27.2.4 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”.

28 MSME 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.

25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.

The definition of MSEs owned by women Entrepreneurs is clarified as under:

- i. In case of proprietary MSE, Proprietor shall be woman
- ii. In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.
- iii. In case of private limited companies, at least 51% shall be held by Women Promoters.

(Such enterprise will have to submit relevant document for proof of women ownership during offer submission)

In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

"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 or Udyog Aadhar No 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.

In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening.

No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening. Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "

Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories:

- (a) Enterprises owned by Scheduled Castes.
- (b) Enterprises owned by Scheduled Tribes.
- (c) Enterprises owned by other than above two categories

The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during

offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.)

If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier.

Note: Wherever for splitting of order, if splitted quantity comes out <1, the splitting of order will not be feasible. (for MSE vendors).

Further updates or any changes, will according to MSE procurement policy. Traders will be excluded from the above MSE benefit as per MSE public procurement policy.

For MSE vendors getting award-

In order to get benefit to MSE suppliers in Bill timely payment MSE supplier will have to send the original hard copy of Udyoug Aadhar No (UAN) supported by CA certificate of last fin yr.Scanned copy is not acceptable for MSE consideration.

Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2006 subject to fulfilment of above procedure.

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

29 LICENSE/ PERMISSION/ REGISTRATION:

- 29.1** 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. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Bidder shall be entertained by BHEL for any breach of the provisions/Acts or laws by the Bidder.
- 29.2** 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.
- 29.3** 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.
- 29.4** The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 29.5** 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.
- 29.6** 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.

- 29.7** The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.
- 30 TIME LIMIT FOR SUBMISSION OF BILLS**
- 30.1** 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.
- 30.2** 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.
- 30.3** 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.
- 31 E- PROCUREMENT:**
- 31.1** 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 at <https://bhel.abcpurchase.com>
- 31.2** Neither the Organisation (Bharat Heavy Electricals Ltd.) nor the e-Procurement System service provider 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
- 32 PROGRESS REPORTING**
- 32.1** The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the Bidder intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
- 32.2** The daily reports shall clearly indicate the work force deployed, category-wise, specifying also the activities in which they are engaged.
- 32.3** Weekly progress review meetings will be held at any suitable location during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the Bidder shall present program of subsequent week. The Bidder shall constantly update/revise his work program to meet the overall requirement.
- 32.4** Periodic progress reviews on the entire activities of execution in respect of scope of bidder will be held once in a month at any location. These meetings will be attended by reasonably higher officials of the Bidder and will be used as a forum for discussing all areas where progress needs to be speeded up. The Bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
- 32.5** During execution Bidder shall take colour digital photograph on mobile and forward on whatsapp/email etc for each milestone every month/fortnight/week as applicable for all important activities of the works during progress and after reaching of consignment at major locations.
- 32.6** Successful bidder has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in CD/Removable hard disk (as per requirement) and handed over to BHEL on monthly basis.

- 32.7** The bidder shall be bound to report movement progresses of all outgoing consignments through electronic communication systems such as Fax, Mobile telephony/STD phones/Roaming cell phones, email, web based monitoring system or any other mode desired by BHEL at regular intervals.
- 32.8** For consignments carried by Hydraulic trailers, the transporter shall ensure that the vehicle driver carries with him a mobile phone to enable BHEL/Customer to contact him for monitoring the progress. The mobile phone No. shall be intimated to BHEL before the consignment is moved. Besides, daily status of movement shall be conveyed by e-mail to BHEL.

33 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

- 33.1** 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
- 33.2** 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
- 33.3** 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.

34 EXPEDITING :

- 34.1** 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

SECTION –V

TECHNO- COMMERCIAL BID (RE/MUM/EXP/EO-1844)

Sn	Description	Remarks
1.	<u>Earnest Money Deposit:</u> The Bidders, shall submit tenders with interest free EMD as per tender conditions by way of EFT of Rs 7200 /- on or before due date. Offers without EMD shall not be considered Bidders. MSME Bidders has to submit documents as per general terms and condition for exemption of EMD	(Details of the EMD through DD/EFT/ BG to be provided here)
2.	CHA License with AEO: The bidder must be having valid Custom House agent's license along with AEO certificate from Indian customs.	Copy of CHS License and AEO details
3.	Average Annual Turnover: The Bidder must have an average annual turnover not less than Rs 1 lakhs for the last three years i.e for FY 2016-17; 2017-18; 2018-19 (CA certificate / P&L account to be submitted / uploaded)	Enclosed/U loaded
4.	Experience of having successfully completed similar works : The Bidder must submit proof of having successfully executed Logistics Contract/CHA contract in the last seven years (ending last day of month previous to the one in which tender was floated) as under (copies of work order/ contract along with completion certificate to be enclosed) (a) Three contracts of value not less than Rs 1.44 lakhs each. OR (b) Two contracts of value not less than Rs 1.8 lakhs each. OR (c) One contract of value not less than Rs 2.88 lakhs each.	Enclosed/U loaded
5.	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be submitted	Given
6.	Transit Time: As per special condition	Agreed
7.	Transit penalty: As per special condition	Agreed
8.	PAYMENT TERMS: As per special condition	Agreed
9.	INDEMNITY : As per general condition	Agreed
10.	ARBITRATION As Specified in General Terms & Conditions.	Agreed
11.	FORCE MAJEURE As specified in the General Terms & Conditions.	Agreed
12.	CANCELLATION OF THE CONTRACT: As specified in the General Terms & Conditions	Agreed
13.	TAXES: All taxes other than GST on CFS charges, insurance and other dues to the shipping line shall be to the Contractor's A/c. The Contractor shall be responsible for payment of any Sales, Service, Income Tax/VAT or any other form of Tax leviable not envisaged in the tender on transportation activity carried out in India being main/sub contractor of BHEL.	Agreed

	Only GST on Container ; Pre-FOB activities; Local transportation shall be paid extra .	
14.	<u>VALIDITY:</u> As specified in special terms and conditions	Agreed
15.	<u>GOVT.RULES & REGULATIONS:</u> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licences, and permits for operation in India. It is obligatory for CONTRACTOR to comply with regulating requirements in load port countries are fully met before award of the contract.	Agreed
16.	<u>RISK PURCHASE:</u> As Specified in General Terms & Conditions.	Agreed
17.	The order shall be finalized on rate contract basis and the numbers of containers mentioned in price bid are only for evaluation purpose. The payment would be released on the basis of the rates finalized and no of container utilized	Agreed
18.	We certify that we have confirmed shipping line charges including BL charges /Shipping line THC/ COC surcharges and any other origin charges from nominated Shipping line/ their Agent is included in the Price Bid accordingly.	Agreed

SECTION-VI

PRICE BID (RE/MUM/EXP/ES-1915)

Sn	Description	QTY	Offered Rate per Container(INR)	Total Price (INR)
(1)	(2)	(3)	(4)	(5) = (4) x (3)
Sch. "A" Cost of pickup of container from Shipping line container yard; transportation to contractor CFS; unloading of cargo in CFS, custom clearance, Inter carting, CFS storage, stuffing, Port handling /THC, Shipping line charges & Surcharges / at load port and all other charges at Load port till handing over loaded COC container to vessel as per scope of work.				
A1	40 ft. FR container (On COC Basis)	2		
A2	20 ft. FR container (On COC Basis)	1		
A3	40 ft. GP/HC container (On COC Basis)	1		
SUB-TOTAL (A1+A2+ A3) in INR				

Note:

- (i) No additional choking/lashing charges shall be applicable.
- (ii) Though certain quantity has been mentioned above, the payments would be released only for the containers shipped.
- (iii) The order shall be finalized on rate contract basis and the numbers of containers mentioned in price bid are only for evaluation purpose. The payment would be released on the basis of the rates finalized for each type of container shipped and no of container utilized.
- (iv) All taxes except GST on A1 ,A2 & A3 shall be in contractor account. GST will be paid as per actuals.
- (v) All origin charges payable to shipping line are inclusive in price bid.
- (vi) We as Contractor certify that we have confirmed shipping line charges including BL charges /Shipping line THC/ COC surcharges and any other origin charges from nominated Shipping line/ their Agent is included in the above price accordingly.
- (vii) Contractors Invoice shall indicate BHEL GSTIN no.: **27AAACB4146P1ZF**. Invoice having incorrect GSTIN no will have to be rectified by contractor. Financial liability if any for incorrect GSTIN no will be borne by contractor.

SECTION –VII

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

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

Sub : Your Tender no RE/MUM/EXP/ES-1915

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.

Thanking you,

Yours faithfully,

Name/Signature of the signatory.
Stamp.