


Tender for finalization of single CFS for FCL containers imported via Nhava Sheva port**TENDER NO: RE/MUM/IMP/AC/IS-1515 dated 24/07/15**

 The logo of Bharat Heavy Electricals Limited (BHEL) is displayed. It features the company name in Hindi 'बी एच ई एल' at the top, a stylized lightning bolt in the center, and the acronym 'BHEL' in large, bold, italicized letters at the bottom.	Bharat Heavy Electrical Limited (A Govt. of India Undertaking) Regional Operation Division 14/15 th Floor, World Trade Centre-1, Cuffe Parade, Mumbai – 400 005
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LAST DATE OF SUBMISSION**: 07/08/ 2015 AT 12:30 Hrs**

No. RE/MUM/IMP/AC/IS-1515

Date: 24/07/2015

To,

M/s _____

Dear Sirs,

Sub: Tender for Appointment of CHA for customs clearance and Terminal handling of cargo at Kandla port for Suratgarh Project.

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.

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

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

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 <http://bheleps.buyjunction.in> only as no other forms of submission of offer or hard copy is acceptable.

Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. However this tender may be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.

In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk m Junction Services Ltd. at **033-6601 1717** or BHEL representative, Mr. Vaibhav Khanna at **9930231133**. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

1. The offers shall Include

1) **EMD :-**

The EMD of Rs. 2,00,000/- in favor of BHEL, enclosed in an envelope, super scribed as " EMD for Tender No (Write Full Tender No) MUST BE HANDED OVER TO BHEL REPRESENTATIVE mentioned In

the tender latest by **12:00 Hrs** on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E- Tendering system.

2) Original CA Certificate certificate to be submitted in hard copy along with EMD for each Tender. The colored scanned copy of the same should be uploaded in the e-procurement portal also.

3) Techno-Commercial Bid :-

The techno commercial bid is to be filled and uploaded with full required documents online on E-Tendering Portal of BHEL at web address <https://bheleps.buyjunction.in> latest by **12:30 Hrs on the day of Tender submission date**. Please ensure to upload the colored scanned documents wherever original documents are asked for in the tender and is required as part of technical bid on the portal. This includes documents required as per Qualification Criteria of Techno commercial Section, all self certification as per Techno commercial section, entire tender document along with blank price bid duly signed and stamped on each page by authorized signatory, compliance letter on company's letter head, duly filled format for techno commercial bid, amendment if issued to the tender with sign and seal on each page. The techno commercial offers shall be opened **on the same day of Tender submission date**. Hard copies of commercial offers shall not be accepted for evaluation.

4) Price Bid /Reverse Auction:-

The Price Bid is to be filled up and uploaded in excel sheet through E-Tendering system only. RA will be conducted for technically qualified parties by separate service provider. BHEL reserves the right to decide for going into Reverse auction.

Instruction for Participation in the Tender through eProcurement

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class – III, SHA 2, 2048 BIT – Signing and Encryption) and vendors are requested to procure the same immediately if not available with them. Please note that only with DSC of above mentioned specification, the interested bidder will be able to login the e-procurement secured site and take part in the tendering process. The contact details of the DSC Certifying authorities are given below:

Sr No	CA	Website Address
1	e-Mudhra	http://www.e-mudhra.com
2	GNFC	http://www.ncodesolutions.com
3	IDRBT	http://www.idrbtca.org.in
4	MTNLTrustline	http://www.mtnltrustline.com
5	NIC	http://www.nic.in
6	Safescrypt	http://www.safescrypt.com
7	TCS	http://www.tcs-ca.tcs.co.in

Registered vendors of BHEL, ROD Mumbai may participate in the tender directly on BHEL, ROD Mumbai e-Procurement portal at address <https://bheleps.buyjunction.in> The new vendors who are not registered with BHEL, ROD Mumbai and are interested to participate in the tender will have to register and map their respective Digital Signature Certificate with specification Class-III, SHA-2, 2048 bit Signing and Encryption at BHEL e-Procurement website: <https://bheleps.buyjunction.in> . For registration assistance, users may please contact Mjunction Helpdesk @ 033-6601 1717 between 9.30 am till 5.30 pm.

GENERAL INFORMATION

BHEL intends to finalize a dedicated CFS/contractor for in and around Nhava Sheva Port for period of two years to provide all import service in their CFS yards with a provision for extension by another one year at the sole discretion of BHEL.

Names and addresses of the contact persons for this tender are

Sn	Name and Address	Phone Nos. & Email
1	BHEL ROD Mumbai Mrs Julie Srivastava Addl. General Manager, Mr. S.D. Shikhare DGM Mrs Pallavi Gupta Sr. Engineer Material Services Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14, 15 th Floors, World Trade Center, Cuffe Parade, Mumbai	Ph No. 022 22171340/341 Email : julie@bhel.in Ph. No. 022 22171302 Email: rodsds@bhel.in Ph. No. 022 22171355 Email: pallavi.gupta@bhel.in
2	No of TEUs estimated to be imported for two years	1260 TEUs
3	EMD Amount	2,00,000/-
5	Time Limit for EMD Submission	12:00 Hrs on 07/08/2015
6	Last Date of Submission of the Tender through e-Procurement system	07/08/2015, 1230Hrs.
7	Tender Opening Date	07/08/2015, 1240Hrs

SECTION – I

SCOPE OF WORK

The finalized CFS will move the BHEL containers from Nhava Sheva port to his CFS yard and carry out all the activities required as per the detail scope of work except customs clearance till delivery of cargo after de-stuffing of container or loading of container on BHEL/CHA vehicles in case of loaded delivery. Customs clearance will be done by BHEL appointed CHA and THC (Terminal Handling charges) at discharge port will be paid by our appointed Freight forwarders.

Detailed Scope of Work

1. Appointer CFS should appoint key account manager to handle BHEL account.
2. BHEL/BHEL CHA / BHEL Freight forwarders will intimate the key account manager of the arrival of cargo in FCL containers by issuance of cargo arrival notice prior to IGM filing by shipping line as per customs public notice 69/2011.
3. CFS to follow up with shipping line /CHA for getting necessary approvals from shipping line for movement of container to CFS
4. On receiving EDI file and IGM confirmation or as soon as the FCL containers arrive at discharge port the contractor will place job order with the port, arrange for movement of containers from port to CFS within three days of completion of all formalities.
5. The appointed CFS/contractor will verify the seal number of the container conduct external survey at IN Gate and Gate IN the containers in the CFS.
6. CFS will affix a sticker/RFID on BHEL container for identification and stack it separately in the yard at pre determined area. CFS has to have RFID kiosk to enable CHA to get the arrival status of container in CFS and to have the location of the container in the yard.
7. CHA approaches customs for forwarding and container seal cutting permission. CFS issues seal cutting slip on.
8. CFS will de-stuff the containers as per customs public notice 64/2012 or section 46 of customs act, as soon as the same is received in the yard and store the cargo at designated place after taking necessary permissions of customs, so that the containers are released to shipping line at earliest to avoid congestion, save foreign exchange & minimize container detention/storage charges to BHEL. CFS should ensure that cargo is protected from rain water and other hazards.
9. Contractor shall arrange handling equipment, manpower and Surveyor for "De-stuffing Examination Order".
10. Contractor shall ensure sealing of stuffed containers after the physical examination by customs is over, if the cargo is in containers, as per instruction of BHEL.
11. Contractor will be responsible for Sealing/Riveting the containers and seal cutting, opening and closing of container doors for destuffing operations.
12. Contractor shall arrange for change in mode of delivery to "De-stuffed delivery" or Stuffed delivery as per the instruction BHEL/BHEL CHA.
13. Contractor shall coordinate for direct deliveries AND provide "In Gate" pass for empty vehicles / "Out Gate" pass for loaded vehicle. Empty vehicle gate in permission will be taken by CHA from

CFS import counter. CFS to facilitate immediate issue of vehicle 'Gate –In' and 'Gate Out' pass to CHA.

14. Coordinate for de-stuffed delivery, provide de-stuffing job order / De-stuffing Tally sheets and. "In Gate" pass for vehicles. Customs endorsement will be obtained by CHA on the gate pass and then handed over to CFS gate officer.
15. CFS verifies the container no., vehicle no. against gate pass to ensure container survey is done and container is gated out from CFS.
16. Contractor shall comply with all statutory requirements.
17. The responsibility of delivery/handing over the of empty containers after de-stuffing, to respective empty shipping line yards will be with the CFS/bidder.
18. The responsibility of de-stuffing the cargo will be with CFS. Under no circumstance the CFS can refuse de-stuffing of cargo. Hence he has to ensure that he has the necessary tools/equipment/manpower/technology/electricity/ lighting arrangement required for de-stuffing the cargo.
19. The appointed CFS will have to send daily status report to BHEL (by email) with details of containers arrived, pending to move from port, containers destuffed on previous day, container 'Gated out' during previous day and balance containers in yard etc. Refer Annexure-C
20. Handling charges shall include de-stuffing, labour, fork lift charges and fuel and energy surcharge etc. The cargo should be de-stuffed without any damage to the packages. No damage charges will be paid for containers as the responsibility of de-stuffing is of CFS/contractor.
21. If additional **Crane/s or forklift/s** is/are required for de-stuffing, the same to be used and will be payable as per schedule **3c** of price bid. These charges will also include loading the cargo on the trucks/trailers at CFS for onward dispatch. The use of crane/ additional forklift if any has to be got certified from the BHEL CHA. CFS should ensure that the Out of charged cargo is kept in the designated area is secured and free of theft/pilferage. Any loss to BHEL on this account will be recovered from the CFS.
22. Ensure safe loading of de-stuffed cargo on vehicle for onward dispatch to manufacturing units / site. After loading of cargo of destuffed container on BHEL/CHA vehicles the contractor should ensure that the vehicle is moved outside only after lashing of packages and covering of tarpaulin.
23. CFS shall give **free storage** of **15 days** for containers (Container storage charges) after arrival of containers in the yard.
24. If there are more than one container in one B/L then the free period of 15 days shall start from the date of receipt of last container at the CFS for all containers in that B/L.
25. For reefer containers the Reefer plugging and monitoring charges will be paid separately as in **schedule-3d of price bid**.
26. Provide full support to BHEL and their representative and ensure economical and efficient delivery.
27. After the BE is passed and customs examination is to be carried out, the CFS shall ensure that the container is available at the ground tier when the BHEL/CHA approach for clearance of consignment. The consignee shall not be liable for payment of ground rent until the container is grounded and cleared.

28. Container storage charges/ground rent shall not accrue for the period during which the CFS is not in a position to deliver the containers for reasons attributable to it when requested by the users
29. As BHEL will take all the physical delivery of imports no **auction charges** will be paid under any circumstances.
30. In case the hazardous cargo arrives in reefer container then the price quoted only against Hazardous containers at slno A3 of schedule 1a or slno B3 of schedule 1b of the price bid will be paid for loaded and de-stuffed container delivery respectively.
31. Contractor to provide composite lump sum charges in the price bid for schedule 1a, 1b for each activity as indicated in the price bid. No other charges shall be payable except those mentioned in schedule 4 of the price bid.
32. Survey charges that is included in schedule 1a and 1 b of the price bid will be payable only against survey report of authorized surveyor that is enclosed with the invoice /bill of the contractor/CFS. The survey report will necessarily contain following details like: Seal number and it condition prior to customs examination, details of de-stuffing operation, tally sheet indicating condition of package and excess/shortage, if any, condition of packages loaded on the vehicles provided by BHEL/BHEL transporters. Rs 100/- per TEU will be deducted if the survey report is not attached with bill of the contractor.
33. Loading of cargo on to the trucks/trailers provided by the BHEL or our agent shall be completed by the Contractor on the same day. Priority will be given to BHEL/BHEL CHA vehicles provided for "GET IN".
34. The contractor shall ensure proper closure of doors of the containers at the time of loading / shifting. The container shall be secured to the road vehicle by all four bottom corner fittings.
35. In case of an accident in transit, or for any other reason, if a container needs to be transhipped on to another vehicle/chassis en route, the transshipment shall be carried-out by the contractor at his cost and risk. The contractor shall also be liable to pay the compensation/claims arising out of any damage to container and cargo, including the claims in respect of short deliveries, if any, occurring due to such mishaps. The contractor shall also be liable for any third party claims and damages including the Customs duties / damages for short deliveries, if any, occurring due to such mishaps. BHEL reserves the right to deduct such amounts from any amount payable to the contractor. The contractor is advised to take appropriate insurance coverage in against these unforeseen events.
36. In case of **copper** consignments weighment has to be done. Weighment charges on BHEL transporter/CHA vehicle, as part of Container Delivery process covering one weighment of empty truck and one weighment of truck with loaded container or cargo will be paid as per schedule of **3b** of the price bid.
37. **Scanning charges:** scanning charges including detention of vehicle for scanning has to be quoted separately in optional charges at **3e** in price bid. These charges will be paid against documentary evidence like notice/email of customs department that should be enclosed with the invoice of the CFS.
38. **Custom examination charges:** The composite charges of Section VI, 1a and 1b of the price bid includes customs examination charges and Destuffing and Restuffing of cargo, Carried out for Custom Examination **upto 25%.**

Customs examination charges and Destuffing and Restuffing of cargo, Carried out for Custom Examination **above 25%** will payable as per rate quoted separately in optional charges at **4a** in price bid. Copy of customs order to be enclosed with the bill.

39. As the **weighment of container** is done based on order of customs, container if selected for weighment by Customs then full container weighment charge will be payable as per rate quoted separately in optional charges at **3f** in price bid. Proof of order of weighment by customs to be enclosed with the invoice/bill. Revised.

40. The **Washing and cleaning charges** are not payable.

41. The CFS bills along with all documents will have to be handed over to CHA immediately after delivery of empty container to empty yard.

42. The Price bid (Section VI) has following major components :

a. Composite charges for Import movement and handling (LOADED DELIVERY). (refer Price bid clause 1a of section VI) This price comprises following:

- i. Charges towards Transportation of loaded Container from terminal yard /NHAVA SHEVA PORT (JNPT / DP WORLD / GTI /NSICT/ Gateway Terminal) to CFS & CFS Annex,
- ii. Lift- off from vehicle, Lift on from CFS stack, Transportation within CFS,
- iii. Grounding for Custom Examination, seal breaking,
- iv. stuffing the cargo back after custom examination in to the container,
- v. locking/sealing of the container,
- vi. lift on & Loading the container on BHEL trailer etc for onward dispatch.
- vii. Destuffing and Restuffing of cargo carried out for Custom Examination.
- viii. Handling charges for loaded delivery
- ix. Survey housekeeping, container tracking
- x. Fuel and Energy Surcharge and weighing charges,
- xi. Documentation and processing Charges
- xii. Seal verification, shifting to designated area or elsewhere with CFS.
- xiii. spreader beam and low bed charges
- xiv. Road/traffic clearance for ODCs

b. Composite charges for import movement and handling (DESTUFFED DELIVERY). (refer Price bid clause 1b of section VI) This price comprises following:

- i. Charges towards Transportation of loaded Container from terminal yard/ NHAVA SHEVA PORT (JNPT / DP WORLD / GTI /NSICT / Gateway Terminal to CFS & CFS Annex,
- ii. Lift- off from vehicle, lift on from CFS stack, transportation with CFS,
- iii. lift off at de-stuffing point for Custom Examination & De-stuffing,
- iv. stuffing the cargo back after custom examination in to the container,
- v. locking/sealing of container after examination and lift on of empty Containers from de-stuffing point to empty yard including transportation within CFS
- vi. lift off at CFS stack, etc.
- vii. Destuffing and Restuffing of cargo, Carried out for Custom Examination.
- viii. Handling charges for de-stuff delivery including **forklift** charges.
- ix. Survey housekeeping-container tracking

- x. Fuel and Energy Surcharge and weighing charges
 - xi. Documentation and processing Charges
 - xii. Seal verification, shifting to designated area or elsewhere with CFS.
 - xiii. Spreader beam and low bed charges.
- c. **Storage Charges for containers (refer Price bid clause 2a) – 1st 15 days of storage charges will be free to BHEL. Bidder will have to quote rates for 16th day to 30th day and 31st day onwards.**
- d. **Cargo loading charges:** Loading of cargo on vehicles/ truck/ trailers of BHEL/BHEL transporter at CFS (on gross weight) for onward dispatch to site/factory. This charges will be payable only in case of de-stuffed delivery. This will be also applicable for loading of cargo after ex-bonding. Refer to clause **2b** of the price bid. Machine/equipment/ manpower etc are to be arranged by the contractor/CFS.
- e. **Additional / Optional Charges** shall be payable as per schedule 3 of price bid

SIGNATURE AND SEAL OF TENDERER

SECTION II**INSTRUCTIONS TO BIDDERS**

1. Bidder should have DSC (Digital signature certificate) at the time of submission of this tender. The necessary details of same is attached as Annexure to this tender namely "e-procurement BHEL/ROD".
2. Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <http://bheleps.buyjunction.in>
3. The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of the cargo.
4. The price offer is to be submitted online on E-Tendering Portal at the web address mentioned above.
5. The offers shall be kept valid for a period of **30 days** from the date of opening of the tender.
6. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
7. BHEL reserves the right to finalize this tender through reverse auction method.
8. The offers shall Include

1) EMD :-

The EMD of **Rs. 200000/-** in favour of BHEL, enclosed in an envelope, super scribed as " EMD for Tender Ref : **RE/MUM/IMP/AC/IS-1515**" MUST BE HANDED OVER TO BHEL REPRESENTATIVE Mr. Krishna Kant, Engineer (Imports) latest by **07/08/15, 12:00 Hrs**. The bidders without EMD will not be considered for evaluation in the E-Tendering system.

2] Pre-Qualification Bid & Techno-Commercial Bid:-

Bidder uploads all required qualification documents as per Qualification criteria section V on the e-procurement portal.

The techno commercial bid is to be filled and submitted/or uploaded in excel sheet.

Both bids to be submitted online on E-Tendering Portal of BHEL at web address <https://bheleps.buyjunction.in> latest by **07/ 08/15, 12:30 Hrs** . The due date of submission Pre-Qualification Bid and techno commercial bid shall be opened on **07/08/15, 12:40**. Hard copies of commercial offers shall not be accepted for evaluation.

3) Price Bid /Reverse Auction:-

The Price Bid is to be filled up and submitted / or uploaded in excel sheet through E-Tendering system only. RA will be conducted for technically qualified parties by separate service provider.

SIGNATURE AND SEAL OF TENDERER

SECTION –III**SPECIAL CONDITIONS**

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

(2) Payment Terms:

- 1.1 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.
- 1.2 The **Service tax** will be paid separately. Service tax elements will be shown separately.
- 1.3 The CFS charges for cargo shall be paid **in Indian Rupees**.
- 1.4 The payment of the bill will ordinarily be made within (15) Fifteen working days after the receipt of clear and complete Bill in all respects as per the terms of the contract. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.
- 1.5 100% payment of the charges will be made by BHEL by Cheque / RTGS against the bill submitted with all documents from BHEL.
- 1.6 The bills are to be submitted on next Thursday of each week for works completed in the previous week, along with covering letter enlist the total no. of invoices raised. All the bills should be submitted in duplicate i.e one original and one copy.

(3) Evaluation Criteria:

1. **Offers of parties not fulfilling in the Qualification criteria will be rejected.**
2. **Price bids of parties not agreeing in the Techno- commercial Bid will be rejected.**
3. The schedule 1a, 1b, 2a and 2b of price bid are evaluation schedule
4. The L1 party will have to match the lowest of rates received in the non evaluation schedules.
5. **The offers will be evaluated on the basis of the total price. Total price =** sum of rate quoted in schedule 1.a of section VI for 20' x load for **20'** (Column 3 to 4) + sum of rate quoted in schedule 1.a of section VI for 40' x load for **40'**(Column 5 to 6), **for A1 to A6** + sum of rate quoted in schedule 1.b section VI for **20'** x load (Column 3 to 4) + rate quoted in schedule 1.b of section VI for 40' x load for **40'**(Column 5 to 6), **for B1 to B6** + sum of Storage charges of **schedule 2a** as per indicated load for respective container size, **for C1 to C3** + sum of loading charges of **schedule 2b** as per the indicated load.

Load figure are provided in the price bid respective right hand side column. The container wise load pattern given is tentative which will be used for evaluation of the tender. The actual load pattern to be followed under the contract may, however differ at the time of execution. BHEL does not guarantee the load pattern. The load Pattern estimated is enclosed shown in the price bid

SIGNATURE AND SEAL OF TENDERER

SECTION IV**Qualification Criteria**

Sn	Description	Remarks /documents to be enclosed
1.	CFS should be declared as a Customs Area under Section 8 of the Customs Act, 1962 vide customs notification	Customs notification to be uploaded.
2.	Bidder should have atleast last 5 years experience in CFS operations	CA certificate as per attached format
3.	Name of shipping lines with which you have agreement to move containers to your CFS.	Upload details.
4.	Average Annual Turnover during last 3 years ending 31 st March of previous financial year of company for CFS activities should be atleast Rs 45 Lakhs	CA certificate as per attached format
5.	Should have valid OHSAS certificate or ISO 14001	Self attested copy of certificate
6.	CFS yard has been using RFIDs to quickly locate the position of the container lying anywhere in CFS	A self certification on Letter head duly signed by authorized signatory
7.	Bidder should have Certificate stating not banned on business dealing by Central Govt. / PSU / State Govt.	Self Declaration on company's letter head enclosed
8.	Bidder should have DSC (Digital signature certificate) at the time of submission of this tender. The necessary details of same is attached as Annexure to this tender namely "e-procurement BHEL/ROD"	Agreed
9.	The parties should NOT have been referred to BIFR / NCLT or declared 'SICK' by any Statutory Authority.	Self Declaration on company's letter head enclosed
10.	Bidder should have PAN no and service tax registration	Self attested PAN copy and service tax registration certificate is enclosed.

Note : Offers of parties not fulfilling in the Qualification criteria/Bid will be rejected for further Techno-commercial evaluation

Seal of the Company
& Date

Signature & Name of bidder

Format of CA certificate:

Sn	Description	2009-10	2010-11	2011-12	2012-13	2013-14
1.	Total Turn Over of Company in Rs. Lakhs					
2.	Turnover for CFS operations Rs. Lakhs					
3.	No of TEUs handled					

FORMAT FOR TECHNO- COMMERCIAL BID

Sn	Description	Remarks
1.	EARNEST MONEY DEPOSIT: The Bidders, shall submit tenders with interest free EMD as per tender conditions by way of DD/Pay Order of Rs 2.00 Lakhs in favour of 'BHARAT HEAVY ELECTRICALS LIMITED'. Offers without EMD shall not be considered Bidders.	(Details of the EMD to be provided here)
2.	Name, address of office, Tel. No. of office, Fax No. and Email ID:	As Given in columns 2 of this table
3.	PAYMENT TERMS: As Specified in the tender.	Agreed
4.	INDEMNITY: Agent shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
5.	VALIDITY: The period of contract will be for two years with the provision of further extension up to one year by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for three more months.	Agreed
6.	The quantity of Containers indicated is based on the preliminary estimates and may undergo change.	Agreed
7.	RISK PURCHASE: In the event of failure of CONTRACTOR to execute the contract offered to them within 15 days, BHEL reserves the right to use alternative source at their risk and cost and extra expenditure incurred if any shall be borne by the CONTRACTOR.	Agreed
8.	Road Distance of CFS from Nhava Sheva port	____Kms
9.	We have understood the scope of work and accordingly have quoted the prices in the price bid schedules. No other charges will be paid except those mentioned in optional charges wherever applicable.	Agreed
10.	Service tax will be paid separately. Service tax elements shall be shown separately in the invoice.	Agreed
11.	Offer shall be valid for two months from the date of opening of tender	Agreed

SIGNATURE AND SEAL OF TENDERER

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 "CFS" shall mean Container Freight station as per the Customs Act.
- 1.3 "CONTRACTOR" 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" where the context so requires.
- 1.4 "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.
- 1.5 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the LOI 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), .
- 1.6 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 that will be signed between BHEL and CFS as per Annexure-A.
- 1.7 "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.
- 1.8 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.9 "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.
- 1.10 "VALIDITY OF THE CONTRACT" The period of CFS contract will be for **two years** with the provision of further extension up to one year by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for three more months till all the activities specified therein are completed in all respects to the satisfaction of BHEL.
- 1.11 "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.
- 1.12 "Reefer Container" shall mean a refrigerated container used for carriage of perishable goods with provision for electrical supply to maintain the desired temperature.
- 1.13 "Hazardous Container" shall mean a container containing hazardous goods as classified under IMO.

- 1.14 "Free period" shall mean the period during which cargo/container shall be allowed storage free of demurrage charges/ground rent charges/storage charges and this period shall exclude Sunday(s), customs holidays and CFS's non-working days.
- 1.15 "Over dimensional container" or ODC shall mean a container carrying over dimensional cargo beyond the normal size of standard containers and needing special devices like slings, shackles, lifting beam etc.
- 1.16 "Full Container Load" (FCL) shall mean a container containing cargo belonging to one consignee in the vessel's manifest.
- 1.17 "Less than a Container Load" (LCL) shall mean a container containing cargo belonging to more than one consignee in the vessel's manifest.
- 1.18 TEU means Twenty Equivalent Units – term for ISO container. FEU means Fourty Equivalent Units – term for ISO container. Wherever rates for FEU are not mentioned it will be taken as twice of TEU rates.
- 1.19 The 'free time' will commence after the last container reaches the CFS from the Port Container Yard in that B/L.
- 1.20 "Tonne" means one metric Tonne of 1,000 kilograms or one cubic meter.
- 1.21 "Area in sq meter" means length of package x breadth of package provided in pkg list /BL
- 1.22 JNCH means Jawaharlal Nehru Customs house.
- 1.23 Nhava Sheva ports means all the three terminals in the port, i.e., JNPCT, NSICT & 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 authorised 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 LOI 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 LICENCE/PERMISSION/REGISTRATION

- 4.1 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 contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor shall also be liable for producing for inspection such certificates and licences as may be required by the Local/State/Central Authorities or BHEL as and when required. The contractor 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 contractor. 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 Contractor shall be entertained by BHEL for any breach of the provisions/Acts or laws by the contractor.

5.0 INVOICES AND PAYMENTS

- 5.1 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.
- 5.2 The **Service tax** will be paid separately. Service tax elements shall be shown separately in the invoice.
- 5.3 The CFS charges for cargo shall be paid **in Indian Rupees**.
- 5.4 The payment of the bill will ordinarily be made within (15) Fifteen working days after the receipt of clear and complete Bill in all respects as per the terms of the contract. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.
- 5.5 100% payment of the charges will be made by BHEL by Cheque / RTGS against the bill submitted with all documents from BHEL.
- 5.6 The bills are to be submitted on next Thursday of each week for works completed in the previous week, along with covering letter enlist the total no. of invoices raised. All the bills should be submitted in duplicate i.e one original and one copy.
- 5.7 The contractor shall prepare and submit bills in prescribed forms based on the quantum of work handled / transported during the previous month. *(The format in which the bills should be prepared by the contractor shall be in tune with the format in which BHEL's reports are prepared. This will help to check the bills faster.)* 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.
- 5.8 The documents to be submitted along with bills are as follows:
 - a. Invoice duly signed and stamped as per the Price bid Schedule
 - b. Copy of Delivery order issued to CHA/BHEL
 - c. IN gate details survey copy
 - d. BE/checklist copy
 - e. Certificate of delivery of empty container to empty yard.
 - f. Requisition of crane /additional forklift by CHA.

6.0 TIME LIMIT FOR SUBMISSION OF BILLS

- 6.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (4) four 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.
- 6.2 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.
- 6.3 However, in case of any specific issue over which the contractor 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 contractor.

7.0 RISK PURCHASE:

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

- 7.1 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.
- 7.2 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.
- 7.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

8.0 OBSERVANCE OF LOCAL LAWS :

- 8.1 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.
- 8.2 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.
- 8.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

9.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- 9.1 All safety rules, codes applied by BHEL/its customer at site 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.
- 9.2 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.
- 9.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 9.4 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.

10.0 INSURANCE:

- 10.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 10.2 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.
- 10.3 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.

10.4 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 FORCE MAJEURE:

The following shall amount to force majeure conditions:-

- 11.1 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.
- 11.2 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.
- 11.3 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 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.
- 11.4 Force Majeure conditions will apply on both sides.

12.0 PREVENTION OF CORRUPTION:

- 12.1 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.
- 12.2 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 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 Contractor in relation to this or any other contract with BHEL.

13.0 ARBITRATION

- 13.1 If Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator i.e. General Manager, BHEL, ROD, Mumbai or nominee

appointed by him in writing. There will be no objection if the arbitrator so appointed is an employee of BHEL.

- 13.2 If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, BHEL, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.
- 13.3 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- 13.4 The arbitration shall be conducted in line with the provisions Indian Arbitration and Conciliation Act, 1996. or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force
- 13.5 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.
- 13.6 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- 13.7 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 13.8 The place of Arbitration will be BHEL, ROD office, Mumbai.

14.0 LAWS GOVERNING THE CONTRACT:

- 14.1 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.

13.0 INDEMNITY:

- 13.1 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.

14.0 SECURITY DEPOSIT:

- 14.1 Successful bidder shall submit a percentage of the total contract value as security deposit within three days of issue of LOI for the contract
- 14.2 Up to Rs.10 lakhs – the security deposit is 10% of the contract value.
- 14.3 For 10 – 50 lakhs - the security deposit is Rs. 1 lakh plus 7.5% on amount exceeding Rs 10 lakhs of the total contract value.
- 14.4 For above 50 lakhs - the security deposit is Rs. 4 lakhs plus 5% on amount exceeding Rs 50 lakhs of the total contract value.
- 14.5 Security deposit may be made in any of the following ways: a) Cash as permissible under IT Act (b) Local cheques of scheduled banks subject to realization (c) Securities available from post office such as National Savings certificate, Kisan Vikas Patras etc. (d) BG on scheduled bank / public financial institutions as defined in Companies Act as per BHEL's format (e) Fixed Deposit Receipt issued by scheduled bank / Public Financial Institution as defined in Companies Act. FDR should be in the name of the Contractor, A/c BHEL, duly discharged on the back.
- 14.6 Securities / BG's shall be released after Six (6) months of successful execution and completion of the contract.

14.7 Format of BG for security deposit is enclosed separately as Annexure B

15.0 EARNEST MONEY DEPOSIT:

- 15.1 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.
- 15.2 EMD of successful bidder shall be adjusted towards part of the security deposit payable by DD.
- 15.3 EMD of all other bidders will be returned within a month of placement of LOI/Work Order on successful bidder

16.0 DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

- 16.1 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.
- 16.2 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
- 16.3 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 18.1 and 18.2 above.
- 16.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto 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.
- 16.5 In case bid is asked only in figures then above will applicable for figures only.

17.0 REQUIREMENTS OF PERFORMANCE.

- 17.1 All the permissions and Clearances or any other relevant authorization from 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.
- 17.2 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.
- 17.3 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.
- 17.4 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 Contractor at his own cost.

18.0 SHORT – LANDED OR DAMAGED GOODS.

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

19.0 SERVICE DURING POST CONTRACT PERIOD:

- 19.1 It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (*inclusive of extended period, if any*) for (4) four months or till alternate arrangements are made, whichever is earlier.

20.0 CONSTITUTION OF THE FIRM

- 20.1 The bidders, who are the constituents of a Firm, Company, Association/or cooperative Society, must enclose notarized/ attested copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership-deed. Co-operative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.
- 20.2 The cancellation/modification of any documents such as Power of Attorney, Partnership-deed etc. shall forthwith be communicated to BHEL in writing, failing which BHEL shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 20.3 BHEL may recognize changes in Power of Attorney and related documents after obtaining proper legal advice.
- 20.4 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address. If the tender application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender.
- 20.5 If the tender application is submitted by a Limited Company, it shall be signed by its Managing Director or by a duly authorized person holding the Power of Attorney for signing the tender document, in which case a certified copy of the Power of Attorney shall accompany the tender document. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as Memorandum and Articles of Association of its existence with the tender document.

- 21.0 **CHANGE IN BUSINESS/LOAD PATTERN:** In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from BHEL on this account.

22.0 SUBLETTING NOT ALLOWED

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.

- 23.0 **JOINT SURVEY:** Situations may arise during the course of handling / transportation of containers and 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 / 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 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.

24.0 **Reverse Auction:**

- 24.1 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance to participate in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid in the Reverse Auction. Non-submission of "online sealed bid by the bidder will be considered a tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 24.2 The procedure for Reverse Auction shall be intimated to such bidders in due course. However, the bidders are advised to quote their most competitive rates in the sealed bid envelope. In case we are unable to finalize the order through Reverse Auction for any reason whatsoever, the order would be finalized based on the sealed price bids (Part –II).
- 24.3 In case of tender being finalized through Reverse Auction, the bidders will have to adhere to the guidelines provided in the Business Rules of Reverse Auction. In case a Techno commercially acceptable bidder does not agree to participate in the Reverse Auction process, the same will be treated as with drawl of the offer and their EMD will be forfeited. **Bidders are also warned against delay in participation and delaying the process of Reverse Auction.**
- 24.4 Terms and Conditions for Reverse Auction:
- 24.4.1 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 24.4.2 Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 24.4.3 BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.

- 24.4.4 In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 24.4.5 Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 24.4.6 Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 24.4.7 In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 24.4.8 Reverse auction will be conducted on scheduled date & time.
- 24.4.9 At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 24.4.10 The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 24.4.11 In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 24.4.12 Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
- 24.4.13 If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 24.4.14 The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 24.4.15 In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

SIGNATURE AND SEAL OF TENDERER

SECTION VI
FORMAT FOR PRICE BID

1a. Import Movement and handling composite Charges in (Rs.) (LOADED DELIVERY)

Sn	Charges towards Transportation of loaded Container from terminal yard /NHAVA SHEVA PORT (JNPT / DP WORLD / GTI /NSICT/ Gateway Terminal) to CFS & CFS Annex, Lift- off, Lift on from CFS stack, transportation within CFS, Grounding for Custom Examination, seal breaking, stuffing the cargo back after custom examination in to the container, locking, lift on & Loading the container on BHEL trailer etc.	Load – No of Cntr’s							
1	2	3	4	5	6	7	8	9	10
	Type of containers	20’	20’	40’	40’	20’	20’	40’	40’
	Gross weight of Container	<27MT	>27MT	<27MT	>27MT	<27MT	>27MT	<27MT	>27MT
A1	Dry Cargo Containers (GP/HC/ OT)					5	2	3	2
A2	Reefer Cargo Containers					5	2	2	1
A3	Hazardous Cargo Containers					2	2	3	1
A4	ODC/OOG cargo Container					3	1	2	1
A5	ODC cargo Container on semi low bed trailer (cargo height >3mtr & <3.5 mtr)					2	2	3	1
A6	ODC cargo Container on low bed trailer (cargo height >3.5 mtr)					4	2	2	1
						21	11	15	7

Note:

The above import and handling composite charges also includes following:

- i. Charges towards Transportation of loaded Container from terminal yard /Nhava Sheva PORT (JNPT / DP WORLD / GTI /NSICT/ Gateway Terminal etc) to CFS & CFS Annex, including toll & other levies/charges
- ii. Lift- off from vehicle, Lift on from CFS stack, Transportation within CFS,
- iii. Grounding for Custom Examination, seal breaking,
- iv. stuffing the cargo back after custom examination in to the container,
- v. locking/sealing of the container,
- vi. Lift on & Loading the container on BHEL trailer etc for onward dispatch.
- vii. Destuffing and Restuffing of cargo carried out for Custom Examination.
- viii. Handling charges for loaded delivery including stacking of cargo in warehouse
- ix. Survey housekeeping , container tracking
- x. Fuel and Energy Surcharge and weighing charges
- xi. Documentation and processing Charges
- xii. Seal verification, shifting to designated area or elsewhere with CFS.
- xiii. spreader beam and low bed charges
- xiv. Road/traffic clearance for ODCs

1b. Import Movement and handling composite Charges in (Rs.) for DESTUFFED DELIVERY

Sn	Charges towards Transportation of loaded Container from terminal yard/ NHAVA SHEVA PORT (JNPT / DP WORLD / GTI / NSICT / Gateway Terminal to CFS & CFS Annex, Lift- off, lift from CFS stack, transportation with CFS, lift off at de-stuffing point for Custom Examination & De-stuffing, stuffing the cargo back after custom examination in to the container, locking and lift on of empty Containers from de-stuffing point, transportation within CFS, lift off at CFS stack, etc	Load – No of Cntr's-							
		7	8	9	10				
1	2	3	4	5	6	7	8	9	10
	Type of containers	20'	20'	40'	40'	20'	20'	40'	40'
	Gross weight of Container	<27MT	>27MT	<27MT	>27MT	<27MT	>27MT	<27MT	>27MT
B1	Dry Cargo Containers (GP/HC/OT)					201	14	110	7
B2	Reefer Cargo Containers					5	3	24	2
B3	Hazardous Cargo Containers					2	2	2	3
B4	ODC/OOG cargo Container					4	7	10	7
B5	ODC cargo Container on semi low bed trailer (cargo height b >3.0 mtr and <3.5 mtr)					4	3	3	2
B6	ODC cargo Container on low bed trailer (cargo height >3.5 mtr)					3	2	4	3
						219	31	153	24

Note:**The above import and handling composite charges also includes following:**

- Charges towards Transportation of loaded Container from terminal yard/ Nhava Sheva PORT (JNPT / DP WORLD / GTI / NSICT / Gateway Terminal to CFS & CFS Annex, including toll & other levies/charges
- Lift- off from vehicle, lift on from CFS stack, transportation with CFS,
- lift off at de-stuffing point for Custom Examination & De-stuffing,
- stuffing the cargo back after custom examination in to the container,
- locking/sealing of container after examination and lift on of empty Containers from de-stuffing point to empty yard including transportation within CFS
- lift off at CFS stack etc.
- Destuffing and Restuffing of cargo, Carried out for Custom Examination.
- Handling charges for de-stuff delivery including **forklift** charges.
- Survey housekeeping , container tracking
- Road/traffic clearance for ODCs
- Fuel and Energy Surcharge and weighing charges
- Documentation and processing Charges
- Seal verification, shifting to designated area or elsewhere with CFS.
- spreader beam and low bed charges
- Loading of cargo on BHEL/CHA vehicles/truck /trailer at CFS will be as per clause 2c of price bid

2a. Storage Charges for containers:

Sno	Storage Charges - Loaded Containers	For Dry/ GP/ HC / OT Containers	Normal		ODC/OOG		Reefer /haz		TOTAL
	No. of days	Rate per day per TEU (Rs.)	20'	40'	20'	40'	20'	40'	Nos
C1	1 st to 15th Day	Free	78	43	13	14	8	13	169
C2	16th to 30th Day		122	67	20	21	13	21	264
C3	31st Day onwards		22	12	4	4	2	4	48
Ground Rent for Flat Rack (ODC) and Open Top (ODC) containers will be paid at 1.5 times of above normal rate; for Reefer / Hazardous containers will be paid at 1.25 times of the above normal rate.									481

Note:

1. Storage charges for Flat Rack (ODC) and Open Top (ODC) containers will be paid at 1.5 times of above normal rate.
2. Storage charges for **Reefer / Hazardous** containers will be paid at 1.25 times of the above normal rate
3. The start date will be arrival date of last container in the Bill of lading.

2b. Loading Charges of cargo after de-stuffing of container or after ex-bonding:

Sn	Operation	Unit	Charges in Rs	Tentative load in MT
D1	Loading of cargo on vehicles/ truck/ trailers of BHEL/ BHEL transporter at CFS (on gross weight) for onward dispatch to site/factory	Per MT		9579

3. Additional charges/ Optional charges:

Sn	Operation	Unit	Charges in Rs
a.	Destuffing and Restuffing of container above 25% of the total cargo Carried for Custom Examination	per TEU	2500
b.	Weighment charges on BHEL transporter / CHA vehicle, as part of Container delivery process covering one weighment of empty truck and one weighment of truck with loaded container or cargo (Refer clause 37 of detailed scope of work)	Per truck	150
c.	Use of Additional Fork Lift Charges: For capacity 3 MT to 10MT Crane charges : For capacity upto 10MT For capacity upto 20MT For capacity upto 30MT For capacity upto 50MT (Refer clause 21 of detailed scope of work)	Per container Per container Per container Per container Per container	1250 3000 3000 3000 25000
d.	For reefer containers the Reefer plugging and monitoring charges (Refer clause 25 of detailed scope of work)	per day per container	2250
e.	Scanning charges including detention of vehicle for scanning if any. This charge will be paid against customs order enclosed with the bill.	Per TEU	1750
f.	Weighment charges for containers including vehicle detention in case the container is selected by customs for Weighment. This also includes manpower and other related charges.	Per TEU	750

Note: The lowest Bidder in the evaluation Schedules will have to accept the lowest price received in the non evaluation schedules i.e schedule 3, Import Bonding charges and schedule 4 Optional Charges received in the tender.

SIGNATURE AND SEAL OF TENDERER

SECTION VII

(Letter of compliance on 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/IMP/AC/IS-1515

Dear Sir,

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

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

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

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

We certify that no addition/modification/alteration has been made in the original document downloaded from BHEL website/email. If at any stage, alteration/ modification is noticed in the Original Document, I/We will abide by terms and conditions contained in the original tender document, In case, any deviation is observed the same is not be entertained / considered by BHEL.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER