


**Tender for Appointment of CHA for Customs Clearance and Handling
of cargo at Haldia Port for Air Cooled Condenser Package of North
Karanpura Project**

TENDER NO: RE/MUM/IMP/HW/IS-1802

	<p>Bharat Heavy Electrical Limited (A Govt. of India Undertaking) Regional Operation Division 14/15th Floor, World Trade Centre-1 Cuffe Parade, Mumbai – 400 005</p>
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LAST DATE OF SUBMISSION

: 11.05.2018

: 15:30Hrs

No. RE/MUM/IMP/HW/IS-1802**Date: 27.04.2018**

To

M/s _____

Dear Sir,

BHEL, a Power Equipment Manufacturing Company, intends to import Engineering cargo.

Your most competitive offer is invited for the subject transportation on the following terms and conditions.

The tender comprises of

Sr No	Description	Section
(i)	Scope of Work	I
(ii)	Instructions to Bidders	II
(iii)	Special Instructions to Bidders	III
(iv)	Techno Commercial Bids	V
(v)	General Terms and Conditions	IV
(vi)	Price BID	VI
(vi)	Letter of Compliance	VII

Important Details of the Tender

Name and Contact Details of the Person for Queries in the Tender	<p>1. VinayakJoglekar AGM, Imports, BHEL Phone : 022-22171350 vj@bhel.in</p> <p>2. Pankaj G DGM, Imports, BHEL Phone : 022-22171370 pankajg@bhel.in</p> <p>3. Saket Bharadvaj Sr. Engineer Phone : 022-22171343 saket@bhel.in</p>
EMD Amount	Rs 4,42,400/- (Four Lakh Forty Two Thousand Four Hundred Rupees)
Time limit for EMD Submission	11/05/2018, 15:30 Hrs.
Last Date of Submission of the Tender	11/05/2018, 15:30 Hrs.
Tender Opening Date	11/05/2018, 1545 Hrs.

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/EPROC/>.

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 of abcprocure at 079-40270549/560/590 or BHEL representative, Mr. Saket Bharadvaj at 022-22171343. 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. 4, 42,400/- to be submitted through NEFT/RTGS only. The fund may be transferred to the following account.

BHEL Bank Account details:

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

EMD must be deposited latest by **15:30 Hrs** on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system.

2) **Techno-Commercial Bid :-**

The techno commercial bid is to be filled and required documents uploaded online on E-Tendering Portal of BHEL at web address <https://bhel.abcprocure.com/EPROC/> latest by **15:30 Hrs on the day of Tender submission date**. Please ensure to upload the clear scanned documents wherever 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, amendment if issued to the tender with sign and seal on each page. Hard copies of commercial offers shall not be accepted for evaluation.

3) Price Bid /Reverse Auction :-

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

Documents to be uploaded in e-procurement Portal for the Tender**Techno Commercial Bid**

Sr No	Documents	Remarks
1	EMD	To be Submitted at BHEL Office
2	Entire Blank Tender Document	To be uploaded in e-portal
3	Compliance Letter on Company Letter Head	To be uploaded in at e-portal
4	Amendment to the Tender if any	To be uploaded in e-portal
5.	Mandatory Documents as per Techno Commercial Bid	To be uploaded in e-portal

Hard copies of Tender Documents will not be accepted at BHEL Office. All Documents to be uploaded in the e-portal only.

SECTION I**SCOPE OF WORK****Shipment Details****Packing List**

A. Tuber -Bundles Packing Box :

L (mm)/Box	W(mm)/BOX	H (mm)/BOX	Gross Wt. (KG)/BOX	No. OF Boxes
12000	2370	3010	25000	617

Tentative Schedule

May'18	July'18	Sep'18	Oct'18	Dec'18	Feb'19	Apr'19	June'19	Aug'19
70	70	57	70	70	70	70	70	70

B. Fan Packing Box :

L (mm)/BOX	W(mm)/BOX	H (mm)/BOX	Gross Wt. (KG)/BOX	No. OF Boxes
5240	2299	1300	1900	150
1650	1650	81	1540	90
1640	1140	840	1650	24
1500	1150	830	2000	6
1200	1200	780	1200	9
1650	1650	750	700	3

Tentative Schedule

L (mm)	W(mm)	H (mm)	Gross Wt. (KG)	May'18 Ship	July'18 Ship	Oct'18	Dec'18
5240	2299	1300	1900	25	25	50	50
1650	1650	81	1540	15	15	30	30
1640	1140	840	1650	4	4	8	8
1500	1150	830	2000	2	1	3	3
1200	1200	780	1200	2	1	3	3
1650	1650	750	700	0	1	1	1

C. Gearbox Packing Box :

L (mm)/BOX	W(mm)/BOX	H (mm)/BOX	Gross Wt. (KG)/BOX	No. OF Boxes
1300	1000	1700	1400	270

Tentative Schedule

L (mm)	W(mm)	H (mm)	Gross Wt. (KG)	May'18 Ship	July'18 Ship	Oct'18	Dec'18
1300	1000	1700	1400	45	45	90	90

D. Holding Pump

L (mm)/Box	W(mm)/BOX	H (mm)/BOX	Gross Wt. (KG)/BOX	No. OF Boxes
6600	2500	2800	9300	06

E. Hogger Pump

L (mm)/Box	W(mm)/BOX	H (mm)/BOX	Gross Wt. (KG)/BOX	No. OF Boxes
7200	4100	2800	9300	06

F. Expansion Joint

	No of Ex Joint	L (mm)/Box	W(mm)/BOX	H (mm)/BOX	No. OF Boxes	Wt (KG)/Ex joint
JB9200	3	9500	3500	1000	6	30000
		2000	2000	2000	1	
WJB9200	6	9500	3500	1000	6	70000
		11000	2000	1000	4	
		2000	2000	2000	1	
DN7300	3	7000	3000	600	6	29000
		7000	3000	1500	3	
		2000	2000	2000	1	
WJB3000	60	3500	3500	1300	20	8000
JB3000	30	3500	3350	1300	10	4000

G. Motors

L (mm)/Motor	W(mm)/motor	H (mm)/motors	Gross Wt. (KG)/Motor	No of Motors
160	94	124	1590	270

H. Isolation Valve

L (mm)/Motor	W(mm)/ Valve	H (mm)/ Valve	Gross Wt. (KG)/ Valve	No of Valve
500	400	250	13500	30

Consolidated Packing List

SI No	Type	Total Gross Wt (MT)	No of Lots (approx)
1	Packages having any dimension equal or greater than 9 meter.	16315	09
2	For Packages having any dimension equal to or greater than 05 meter but less than 09 meter	410	09
3	Packages having all dimensions less than 05 meter	2420	09

Note:

1. Cargo is expected to arrive in total 09 lots however lot may be increased to 12 No. Lot size is indicative only. There shall be one bill of lading (BL) for each lot.
2. Packing list given is tentative. Quantity and dimensions may vary at time of import however payment shall be made based on per actual cargo details.

Detail Scope of Work:

1. Coordinate closely with the BHEL (refer General Information for full address) /Haldia Port Customs and ascertain the documents required for custom clearance.
2. The Agent shall check each consignment with invoice and packing list pertaining to respective Bill of lading and ensure correctness of the same before clearance
3. The contractor shall act as Customs Broker for BHEL at HaldiaPort Custom house.
4. The Agent shall maintain liaison with the Shipping Line/Steamer Agents and ensure correct IGM/Item data/B/Ls well in advance of the berthing of the vessel.
5. The Agent shall be responsible to obtain delivery order(s), after making payment to Govt. /Steamer Company towards mandatory / statutory payments etc., from the Steamer Agents. For these purposes, Guarantee/Bond/Undertaking, if required, will be arranged by you and signature of company's representative obtained before the berthing of the vessel.
6. All payment of shipping line/ Steamer Agents shall be made by contractor and these charges will be reimbursed against proper original invoices and receipts enclosed with the bill.
7. Contractor shall arrange all custom clearance activities at discharge port. BE will be in the name of BHEL. The custom clearance shall be done in DEEC License registered at JNCH. Filing of Bill of entry will be done by contractor only after approval of checklist from BHEL.
8. The Contractor shall arrange for custom documentation including debiting of

license from JNCH Customs for clearance at Haldia port.

9. Contractor shall liaise with customs / Port / other relevant authorities and arrange for custom documentation, coordination with Port authorities, vessel agents and BHEL appointed transporters. Applicable custom duty(IGST) on cargo will be paid by BHEL.
10. Contractor shall have to arrange all permissions from all concerned agency like port authority, vessel agent applicable for smooth clearance and dispatch from discharge port.
11. Contractor to ensure that all the documents are in order for customs/port (s) clearance at discharge port. The number and type of documents required for import formalities will have to be intimated by the successful contractor and BHEL shall arrange the same.
12. Contractor has to arrange for plot on short term license basis at port for each lot however if application of plot for any lot is rejected by port authority due to non availability or any other reason non attributable to contractor, then cargo may be stored at demurrage plot.
13. In case BHEL gets license plot from port authorities for any duration of contract, contractor has to ensure storage of cargo in that plot only.
14. Contractor has to arrange for under hook delivery of cargo from vessel on contractor's vehicles, trucking to nominated plot area or demurrage plot, unloading at nominated plot area or demurrage plot and then loading of custom clearance cargo on vehicles of BHEL nominated transporter.
15. Contractor has to ensure placement of their vehicles for under hook delivery from vessel by coordinating with shipping line/ Steamer Agents. Vessel detention or any other charges arise out of mis-cordination between contractor and shipping line/their agent or non placement of required vehicles in time will have to be borne by contractor.
16. The contractor shall also undertake all coordination work for transporting goods from port, They have to provide details of arrival of vehicle inside port, the package no. loaded in which vehicle, date of loading, date on which the vehicle was removed outside the port and corresponding LR and its transporter.

13. Payment of Wharfage, other port charges and demurrage of cargo, if applicable at discharge port shall be made by contractor and these charges will be reimbursed against proper original invoices and receipts enclosed with the bill.

14. The Agent shall ensure correct and timely payment on behalf of the Company (including charges paid through BHEL) to other agencies.

15. It will be responsibility of the agent to check the charges levied towards wharfage/ demurrages / detention/ plot rent are as per the published rates. The bills of the agencies are to be in the name of BHEL's respective unit as per B/L or should indicate BHEL as importer.

16. After completion of dispatch, contractor should submit the Original Bills of Entries, customs attested original invoice, RA Copy etc. immediately under separate covering letters within 15 days from the date of dispatch of cargo from port. The agent shall also send soft copy of Bill of Entry in advance by email.

17. Detailed Instructions, terms and conditions are covered in Section II, III, and IV to V of this Tender document. Bidders are requested to carefully read these sections.

SECTION II

INSTRUCTIONS TO BIDDERS

Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <https://bhel.abcprocure.com/EPROC/>

- 1.0 Bidders are advised to go through the tender document fully before filling up the format for Techno-commercial Section and Price bid Section
- 2.0 The bidder must submit the total offer and the details desired therein. The offers which are not complete or mentioning “shall be furnished later” will be rejected.
- 3.0 The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
- 4.0 The price offer must be made only in the Price Bid formats enclosed with this tender.
- 5.0 The offers shall be kept valid for a period of 60 days from the date of opening of the tender.
- 6.0 BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. It shall be responsibility of the contractor that their agents ensure proper working of the offers in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
- 7.0 No modifications to the work contained in the items will be allowed. Quotations other than in prescribed Price Bid formats will not be accepted under any circumstances.
- 8.0 No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be submitted along with offer.

9.0 Any request from the bidders in respect of additions, alternations, modifications, corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.

10.0 The acceptance of tender shall be intimated to the successful bidder through a Letter of Intent (LOI). The contractor shall be required to submit security deposit as per the Tender document, within three days LOI which should be valid up to three months after the expiry of the contract period as specified in the Letter of Intent. In the event of failure on the part of the contractor to furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the acceptance of his Letter of Intent may be considered as withdrawn and suitable action will be taken as per company policy.

11.0 Evaluation criteria

11.1 The offer of parties meeting the Tender requirements will only be considered for evaluation.

11.2 The offers will be evaluated on the basis of the grand total of custom clearance and handling charges offered in the Price Bid

11.3 Parties must quote the Price Bid in the Price Bid format only. No other format will be accepted.

11.4 BHEL reserves the right to negotiate with L1 party.

12.0 Instruction for MSE Suppliers

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 (2 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure I where deemed validity of EM II certificate of 2 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 I incase of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid

opening. If the tender is to be submitted through e-Procurement Portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer

SECTION III

1.0 **Permitted Time**

Total time permitted for clearance = 7 custom working Days from last input from BHEL

LAST INPUT MEANS:-

(A) Input of Documents from BHEL such as Documents /Revised invoice/final MOA etc.

2.0 **Delay**

2.1 If Customs Clearance is delayed beyond the prescribed period Demurrages/ container detention /storage charges/ground rent and other punitive charges on account of physical clearances after period allowed will be recovered from the Bills of CHA for the actual delay caused by the CHA, if it is observed that the delay was due to improper action, negligence or any other cause directly attributable to the CHA.

2.2 However in case of genuine difficulty on the part of CHA due to reasons not attributable to CHA (non availability Customs Officers/System Failures/non placement of vehicles by BHEL nominated Transporter and any other similar reasons) demurrages and detention will be borne by BHEL on appropriate certification by concerned operation (Import) group.

3. PAYMENT TERMS:

a. The charges will be in Indian Rupees.

b. 100% payment of Contract will be made by BHEL ROD Mumbai on completing the dispatch to site.

c. Payment shall be made for each shipment/lot separately on submission of bills and required documents.

d. Payment will be made within fifteen working days after the receipt of clear and complete Bill in all respects as per the terms of the contract.

e. Following documents to be submitted by contractor for processing of the bill

Requisite documents:-

- Copy of Bill of Entry.
- Copy of BHEL's Road Dispatch Advices (RDAs)
- All Port receipts/chappas in original
- Receipt of all steamer agent payments/statutory/mandatory payments made to the Govt. agencies if applicable.
- Original vouchers/ receipt in support of claims for reimbursement (in case the originals have been submitted earlier, copy of same should be enclosed)
- Copy of tariffs of Shipping line / CFS/ etc as applicable

(2) Evaluation Criteria:

- 1. Price bids of Parties qualifying the technical bid will only be considered for evaluation.**
- 2. The offers will be evaluated on the basis of the total price offered in the Price Bid (Section VI).**

SECTION IV

Techno- Commercial Bid

Sr No	Description	Confirmation by Bidder
(a)	Bidder must have an average annual turnover of the company in field of custom clearance and handling of not less than Rs 66.36 Lacs for the last three Years (i.e. for year 2015-16, 2016-17, 2017-2018) Copy of CA certificate/copy of Balance sheet indicating details of turn over for each FY to be uploaded in e-portal. If Balance sheet for 2017-18 is not audited, vendor can submit the balance sheet for the year of 2014-15	Copy of CA certificate / copy of Balance sheet to be uploaded
(b)	Bidders must submit proof of having have successfully executed CHA and Handling Contract in Indian last seven years (ending last day of month previous to the one in which the tender was due for opening) as per following (1) Three contracts of value not less than Rs88.48 Lakh each OR (2)Two contracts of value not less than Rs110.6 Lakh each OR (3)One contract of value not less than Rs176.96 Lakh	Copies of contract / work order with satisfactory completion certificate from customer must be uploaded
(c)	EMD Details. Email to be sent on submission of EMD with UTR details	UTR NO. TO BE PROVIDED
(d)	Bidder should have Registration with Haldia Customs	Copy of CHA License to be uploaded
(e)	Valid GST Registration	Copy to be uploaded
(f)	The Bidder should not have been referred to BIFR/NCTL or declared 'SICK' by any Statutory Authority	Self Certification to be uploaded
(g)	The Bidder should not have been banned on business dealing by BHEL/Govt of India/any undertaking of Govt of India.	Self Certification to be uploaded
(h)	Payment Terms as per Section III	Agreed
(i)	INDEMNITY: Contractor shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts	Agreed

	or accidents during the currency of the Contract.	
(j)	Arbitration : As specified in General Terms and Conditions	Agreed
(k)	<p>CANCELLATION OF THE CONTRACT: BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging vessels, delivery of the cargo within transit time etc. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract.</p> <p>If the CONTRACTOR 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 Contractor 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 CONTRACTOR under the contract.</p> <p>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.</p>	Agreed
(l)	<p><u>GOVT. RULES & REGULATIONS:</u> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licenses, permits for operation in India/ transit country / discharge countries,. It is obligatory for CONTRACTOR to comply with regulating requirements in load port countries are fully met before award of the contract.</p>	Agreed
(m)	<p>Reverse Auction</p> <p>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.</p> <p>This will be decided after techno-commercial evaluation. Bidders 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.</p>	Agreed

	<p>During reverse auction, 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.</p>	
(n)	<u>RISK PURCHASE:</u> As Specified in General Terms & Conditions.	Agreed
(o)	<u>Participation in Reverse Auction</u>	Agreed

**SECTION V
GENERAL TERMS AND CONDITIONS**

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

- 1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" , "MTO" or "CFS" or "FREIGHT FORWARDER or CONSOL AGENT OR CHA where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, 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) and all correspondence.
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.

- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The contract will be for two years.
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side. All efforts to be made for closure of contract within 3 months from date of expiry of the contract.
- 1.11 "Ton" means one metric Ton (MT) or 1,000 kilograms or one cubic meter.

2.0 Issue Of Notice:

- 2.1 The Contractor shall furnish the name, designation and addresses of his authorised agents/associates at Mumbai (India)/ JNPT. 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 License/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 licenses 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 All taxes as applicable will be paid separately. All tax elements shall be shown separately in the invoice.
- 5.3 A certificate regarding remittance of service tax claimed from BHEL to be submitted in the specified format along with the bill or at the end of the month.
- 5.4 After implementation of GST necessary changes in billing and all compliances as required have to be adhered to.

If invoice is not in the name of “BHEL”, the service tax will not be reimbursed to contractor as BHEL will not be in a position to avail CENVAT credit.

6.0 Risk Purchase:

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

- 6.1 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.
- 6.2 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination
- 6.3 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.
- 6.4 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

7.0 Observance Of Local Laws :

- 7.1 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.
- 7.2 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.
- 7.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

8.0 Safety Of Men, Equipment, Material & Environment:

- 8.1 All safety rules, codes applied by BHEL/its customer at port/CFS/ICD shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 8.2 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.
- 8.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 8.4 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.

9.0 Contractor's responsibility for Insurance:

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

For imported cargo, BHEL Marine Open Policy covers the insurance for 180 days from completion of discharge of consignments at final port of discharge/bonded warehouse/temporary store owned/rented by BHEL.

CHA to intimate BHEL, if cargo lying beyond this period in godown or uncleared, to enable BHEL to take up with Insurance Co. for further extension of time period if needed. CHA need not take insurance for the BHEL Cargo.

However all other clauses pertaining to insurance are to be adhered to.

- 9.2 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.
- 9.3 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.

- 9.4 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.
- 9.5 Labour utilized by the Clearing Agent for handling any work under the contract either in the premises of BHEL or elsewhere shall be treated as the employees of the Clearing Agent and BHEL shall have no liability whatsoever in this regard. The Clearing Agent shall fully indemnify and hold BHEL harmless against any claims arising as a result of the failure of the Clearing Agent to comply with this clause and/or any injuries/deaths/damages suffered by their workmen.
- 9.6 Wherever Central/State Government has made statutory requirement for the engagement of labour, the Clearing Agent is required to abide by the same. Wherever MathadiLabour services are required, the contractor shall deploy the MathadiLabour except at CHA godown(Refer Schedule S 02 (A1) & S 02 (A2)). No extra charges for MathadiLabours is payable to the contractor on account of handling such cargo.

10.0 Force Majeure: The following shall amount to force majeure conditions

- 10.1** 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.
- 10.2** 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.

10.3 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.

10.4 Force Majeure conditions will apply on both sides.

11.0 Prevention Of Corruption

11.0 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.

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

12.0 Arbitration

12.1 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.

- 12.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 12.3 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.
- 12.4 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 12.5 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.
- 12.6 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.
- 12.7 **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.

13.0 Laws Governing The Contract:

13.1 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.

14 Indemnity

14.1 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.

15 Security Deposit

15.1 Successful bidder shall submit 5% of the total contract value as security deposit within Three days of issue of LOI for the contract. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit

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

i) Cash (as permissible under the extant Income Tax Act)

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

iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

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

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

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

- 15.3 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 Contractor or recovered from payment/s due to the Contractor.
- 15.4 At least 50% of the required Security Deposit, including the EMD, will be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 15.5 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iv) and (v) 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 three (3) months of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

16 Earnest Money Deposit

- 16.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :
- 16.2 (i) Cash deposits as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- 16.3 EMD of the Tenderer will be forfeited if:

i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract

iii) 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

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

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

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

16.6 EMD shall not carry any interest.

17 Discrepancy In Words & Figures: Quoted In Offer

17.1 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.

17.2 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

17.3 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.

17.4 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.

18 Requirements of Performance.

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

18.2 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.

18.3 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.

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

18.5 In the event of contractor backing out/not performing as per the contract, suitable action will be taken by BHEL as per contract. Additionally, future business of such de-faulting Agents will be suspended with BHEL as per company policy

18.6 Whenever asked by company, all documents including bill of lading, delivery orders, payment invoices etc will be returned by contractor immediately not later than three working days, failing which appropriate action as deemed fit and recovery of the losses by the company will be done.

18.7 In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the contractor's company becomes insolvent the contract shall automatically stand terminated.

19 Subletting Not Allowed

19.1 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.

19.2 The contractor shall not split or transfer to any other party any part of the contract during the currency of the contract.

20 Guidelines for suspension of business dealings with suppliers/ contractors'

The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at bhel website www.bhel.com. The link for the same is available at

http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf

21.0 Reverse Auction

BHEL may adopt Reverse Auctioning amongst the technically qualified bidders to finalize the tender. 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 BHEL is unable to finalize the order through Reverse Auction for any reason whatsoever, the order would be finalized based on the sealed price bids.

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.

Business rules will be provided to Bidders before starting RA. In case a Techno commercially acceptable vendor does not agree to participate in the Reverse Auction process, the same will be treated as withdrawal of the offer and their EMD will be forfeited. Vendors are also warned against delay in participation and delaying the process of Reverse Auction. For more information please refer http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf

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.

During reverse auction, 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.

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.

22.0 BHEL Fraud prevention policy

"The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. "

23.0. Miscellaneous

The Agent shall also carry out and observe the provisions of the Workman's Compensation act and Shops and Establishment Act and all other relevant Acts of the center and the State and any rules made there under and also indemnify the Company against any liability that may be imposed on the Company for non-observance of any terms of the aforesaid Workmen's compensation Act or Shops and Establishment Act or Dock's Labour Act or Child Labour Act or any other acts/rules/statutes in force.

Section VI**Tender No : RE/MUM/IMP/HW/IS-1802****Price Bid**

Sr No	Description	Unit of Measurement	Quantity	Unit Rate (Rs)	Total Rate (Rs)
(a)	(b)	(c)	(d)	(e)	(f)= (d)× (e)
1	Agency Charges for Custom clearance activities per BL at discharge port. These charges inclusive of filing of BE after approval of checklist, Processing in group, custom physical examination, getting out of charge, Opening and packing of packages for custom examination, any documentation, obtaining RA from Mumbai/ JNCH Customs, Bond debit activities for DEEC License. Any amendment in BE/IGM/Manifest if applicable, obtaining all required permissions from Port/customs,	No of Bill of Lading (BL)	12		
2	Handling Charges: For Packages having any dimension equal or greater than 9 meter. In this case contractor has to necessarily	Weight (MT)	16315		

	use 02 cranes to avoid sagging/bending of packages				
3	Handling Charges: For Packages having any dimension equal to or greater than 05 meter but less than 09 meter	Weight (MT)	410		
4	Handling Charges: For Packages having all dimensions less than 05 meter	Weight (MT)	2420		
	Total Charges f(1)+ f(2)+ f(3)+ f(4)				

Handling Charges: Under hook delivery of cargo from vessel to contractor's vehicles, trucking up to plot area, unloading at plot area and again Loading by contractor's crane/ Fork Lift or any other equipment at Customs notified areas/ port area into trucks/trailers for dispatch

- (1) Billing of handling charges to be based on the Package weight in MT (Metric Ton) only.
- (2) Evaluation shall be done based on grand total of clearance and handling charges
- (3) GST shall be paid extra as applicable.
- (4) No other charges will be payable

SIGNATURE AND SEAL OF TENDERER

(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/HW/IS-1802

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. In case, all rates are not quoted in the respective price bid formats, such price bid will be rejected.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER