

TENDER FOR APPOINTMENT OF CONTRACTORS FOR OCEAN FREIGHTING OF TURBINE BEARINGS AND FOUNDATION ACCESSORIES FROM HAMBURG TO NHAVA SHEVA FOR UDANGUDI AND PATRATU

TENDER NO: RE/MUM/IMP/HW/IS-1952A

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

: 21.03.2020

: 1500 Hrs

To

M/s _____

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

The tender comprises of

Sr No	Description	Section
1	Scope of Work	I
2	Instructions to Bidders	II
3	Technical Conditions	III
4	Format for Techno Commercial Bids	IV
5	General Terms and Conditions	V
6	Price BID	VI
7	Letter of Compliance	VII

Important Details of the Tender

Name and Contact Details of the Person for Queries in the Tender	(1) Pallavi Gupta Dy Mgr, Imports, BHEL Phone : 022-22171355 Mobile : 7506645318 (2) Saket Bharadvaj Dy Mgr, Exports, BHEL Phone : 022-22171343 Mobile : 9619422502
EMD Amount	Rs 30000 /-
Time limit for EMD Submission	15:00 Hrs on due date of Opening
Last Date of Submission of the Tender through e-Procurement system	21.03.2020, 1500 Hrs.
Tender Opening Date	21.03.2020, 1515 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.

3. 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, Ms Pallavi Gupta at 022-22171355. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

4. The offers shall include

1) **EMD :-**

The EMD of Rs. 30000/-- to be submitted through NEFT/RTGS. 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 **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.

22) **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 **12:00 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**

Sr No	Documents	Remarks
1	EMD	To be Submitted online
2	Entire Blank Tender Document	To be uploaded in e-portal

4	Compliance Letter on Company Letter Head	To be uploaded in at e-portal
5	Amendment to the Tender if any	To be uploaded in e-portal

NO Hard copies of Tender Documents will be accepted at BHEL Office. All Documents to be uploaded in the e-portal only

SECTION I

SCOPE OF WORK

Shipment Details

Description	TURBINE BEARINGS AND FOUNDATION ASSEMBLY
PO No	Udangudi Project 2 X 660 MW Patratu Project 3 x 800 MW
IMPORTS FROM	FOB hamburg
DISCHARGE PORT	NHAVA SHEVA
BHEL UNIT	HARIDWAR
Stackability	As per Shipper as Loading is to be done by Shipper. <u>Udangudi Project 2 X 660 MW</u> Shipper needs 3 x 40 FR and 2 x 40 HC for the attached packing List <u>Patratu Project 3 x 800 MW</u> Shipper needs 2x40 FR and 2 x 40 HC as per attached packing list and 2 BLs .
Tentative Readiness	<u>Material is ready and is to be shipped in the earliest vessel on or before 31st March.</u>
SUPPLIER DETAILS	SIEMENS AG, FREYESLEBENSTRASSE 1,91058 ERLANGEN, GERMANY Contact details : Mr. Dirk Sokull E-mail dirk.sokull@siemens.com mail.IN1112.energy@siemens.com Tel.: +49 (208) 456-8818
Packing List	Attached

There may be variation of $\pm 10\%$ in dimension and weight of packages

Availability at Load Port: Material is ready and is to be shipped in the earliest vessel on or before 31st March.

Bill Of Lading issued by HANJIN SHIPPINH COMPANY will not be acceptable

Material readiness with supplier is as defined in packing list table.

Vessel details shall be informed to Siemens by BHEL's freight forwarder.

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

The Final arrangements to be made by the contractor only after proper coordination / confirmation from our supplier.

The details of expected vessel matching with readiness is to be informed by Forwarder in advance and final vessel will be booked only after getting written confirmation from BHEL Haridwar unit.

The contractor to ensure that cargo/stuffed container is available at Load Port before vessel arrival to avoid "Dead Freight".

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

Scope of Work:

DETAILS OF WORKS:

- 1.0 coordination with the shipper/supplier to ensure dispatch and delivery of containers at the nominated load port to match vessel sailing schedule
- 2.0 Safe Discharge of all the loaded containers at Discharge Port
- 3.0 Cargo has to be brought under one Bill of Lading per lot/PO.
- 4.0 The supplier will hand over containers to contractor. If contractor is unable to arrange the vessel after receiving the containers from supplier at load port, the storage charges if any will have to be paid by contractor
- 5.0 Contractor to ensure that IGM is filled 48 Hours before the arrival of containers at Nhava Sheva so that BHEL is in position to file prior Bill of Entry at customs
- 6.0 The contractor shall hand over Bill of lading to BHEL overseas supplier within 3 days from vessel sailing date.

- 7.0 Contractor shall arrange to hand over OBL within 03 working days of vessel departure.
- 8.0 Contract provide 14 days container detention free period at Nhava Sheva
- 9.0 Contractor should give sufficient notice period of 7 days to BHEL appointed BHEL/CHA of arrival of container.
- 10.0 Cargo arrival notice along with ETA of the vessel to be communicated in 15 days advances at discharge port/BHEL. Pre-alert through email should be given as soon as B/L is issued
- 11.0 The contractor shall furnish **prior IGM/item details** & Freight details 2 working days in advance to CHA and BHEL by email and Hard copy of the same to be given to BHEL office immediately to enable BHEL to file B/E at customs.
- 12.0 The contractor shall arrange for single window final delivery order from his office against OBL within 03 days of final IGM at load port. DO will be handed over to authorized CHA at his port office by contractor. Any charge incurred due to any delay by contractor in handing over final delivery order shall be recovered from contractor.
- 13.0 Contractor shall liaison with shipping line in resolving IGM error/amendment within five working days
- 14.0 The contractor should provide the details of their load port agent immediately upon receiving the LOA.
- 15.0 Any charge incurred in LC amendment due to any delay by contractor shall be recovered from contractor.
- 16.0 Upon Safe discharge of containers at discharge port, the contractor shall ensure the handover of necessary documents to enable JWC Logistics Park Pvt Ltd representative to move the container to BHEL nominated CFS (at presently JWC Logistics Park Pvt Ltd) IGM Code : Custom EDI Code - INNSA1JLP1, Port Code (1) JNPT Port : JWC (2) GTI Port : JWC (3) NSICT Port : NSAJWC without any financial liability to BHEL.
Contractor to confirm with BHEL before filing for IGM details for port codes, as BHEL is registering for DPD codes. Incase the same is available by the time IGM is to be filed, all BHEL shipments will be filed with BHEL's DPD code along with JWC CFS Code as per public notice 16/2017 of JNPT

- 17.0 Freight certificate for custom purpose to be submitted in triplicate to BHEL after issue of B/L but 10 days before arrival of vessel
- 18.0 **Payment to the contractor will be made as per below**
1. Ocean freight charges
 2. THC
 3. Delivery Order Charges
 4. **No other charges shall be payable to contractor other than the charges mentioned above.**

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.abcpurchase.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 30 days from the date of opening of the tender.
- 6.0 BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. It shall be responsibility of the contractor that their agents ensure proper working of the offers in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
- 7.0 No modifications to the work contained in the items will be allowed. Quotations other than in prescribed Price Bid formats will not be accepted under any circumstances.

- 8.0 No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in this sealed cover. Any such clarification/modification if enclosed in this sealed cover (Price Bid) will be totally ignored and such bids will be rejected.
- 9.0 All corrections made in the bid should be initialed. In case of price bids, company seal should also to be affixed at all corrections.
- 10.0 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.
- 11.0 The acceptance of tender shall be intimated to the successful bidder through a Letter of Intent (LOA). The contractor shall be required to submit security deposit as per the Tender document, within three days LOA 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.
- 12.0 Evaluation criteria**
- 12.1 The offer of parties meeting the Tender requirements will only be considered for evaluation.
- 12.2 The offers will be evaluated on the basis of the total value of Sr No 1 offered in the Price Bid
- 12.3 Parties must quote the Price Bid in the Price Bid format only. No other format will be accepted.
- 12.4 For cash flow, the exchange rate (TT selling rate of SBI) as on technical bid opening date of tender opening shall be considered.
- 12.5 BHEL reserves the right to negotiate with L1 party.

13.0 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 is 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

TECHNICAL REQUIREMENTS

1.0 Transit Time

Total Transit time permitted = 33 Days (Inclusive of start date as well as end date)

Start of Transit time will be the shipped on board date (contractor to ensure shipped on board date is printed on BL)

End of Transit time will be the date to final IGM (inward date) at JNPT Nhava Sheva Port

If, after receipt of confirmation from BHEL / Shipper, the forwarder fails to arrange vessel on or before 31.03.2020 then the transit time will start from 01.04.2020 .

BHEL reserves the right to invoke Risk Purchase clause 7.0 of section IV without any notice to the contractor.

2.0 Transit Penalty

The penalty shall be 5 % of the ocean freight value (including taxes) per week or part thereof subject to maximum of 10% of the Ocean Freight Value (including taxes) for the shipment

Other Penalties:

In-case of delay in handing over of OBL (due to reason not attributable BHEL / its shipper), per day penalty will be 1 % of total ocean freight value

(including taxes) per week or part thereof subject to maximum of 10% of the Ocean Freight Value (including taxes) for the shipment.

Vessel Qualification:

Cargo should be carried by mechanically self-propelled vessels of steel construction classed with classification society which is :

- i. a member of associate member of International Association of classification societies(ICAS) or
- ii. A national flag society as defined below , but only where vessel is engaged exclusively in coastal trading of that nation (including trading on an inter island route within an archipelago of which the nation forms part)
- iii. For the list of Current IACS Members and associate members refer to the IACS website at www.iacs.org.uk

3.0 Age Limitation of Vessel

(i) Bulk or Combination carriers over 10 years of age

(ii) Other Vessel over 15 years of age unless they

(a) Have been used for carriage of general cargo on an established and regular pattern of trading between a range of specified ports and do not exceed 25 years of age

or

(b) were constructed as containership, vehicle carriers or double-skin open hatch gantry crane vessel (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports and do not exceed 30 years of age

4.0 All taxes, charges and dues of vessel if any during execution of this contract shall be on contractor's account both in load port and the discharge port

5.0 Stevedoring charges if any at both load port and discharge port shall be on contractors account

Payment Terms

1. The Ocean Freight charges shall be calculated in Indian Rupees by applying T.T. Selling rate between US\$ and Indian Re. of SBI prevailing on ***the date of Bill of Lading***.
2. 100% payment of the freight value of Ocean freighting, THC and Delivery Order charges in Indian rupees will be payable within 15 days of receiving Delivery Order
3. The detention charges after the free period of 14 days shall be paid to the shipping company against the original bill of the Shipping Company. The rate of the detention charges of the containers shall be as per the tariff of the shipping company and the Exchange rate shall be as per the bills of the Shipping Company. Shipping line Tariff is to be provided by the contractor to BHEL.
4. Delivery Order (DO) should be issued within 03 days of submission of duly discharged Original Bill of Lading. Any consequential loss due to delay in delivery order shall be recovered from contractor's bills.
5. Vessel age certificate to be enclosed with the bill.
6. All the Bills should be in the name of BHEL

SECTION IV

Format for Techno- Commercial Conditions

Sr No	Description	Confirmation by Bidder
	<u>Name and schedule of Planned vessel</u>	Vessel Details to be updated
(a)	Bidder must have an average annual turnover of the company of not less than Rs 4.2 Lakhs for the last three Years (i.e. for year 2016-17, 2017-2018 and 2018-19) Copy of CA certificate OR copy of Balance sheet indicating details of turn over for each FY to be uploaded in e-portal. If Balance sheet for 2018-19 is not audited, vendor can submit the balance sheet for the year of 2015-16	Copy of CA certificate OR copy of Balance sheet to be submitted
(b)	Bidders must submit proof of having have successfully executed ocean freight contracts in last seven years (ending last day of month previous to the one in which the tender was due for opening) as per following (1) Three contracts of value not less than Rs 5.6 Lakh each OR (2)Two contracts of value not less than Rs 7 Lakh each	Copies of contract / work order with satisfactory completion certificate from customer must be attached

	OR (3)One contract of value not less than Rs 12 Lakh	
(c)	EMD Details. Email to be sent on submission of EMD with UTR details	UTR NO. TO BE PROVIDED
(d)	Vessel Requirements as per Section III.	Agreed
(e)	Payment Terms as per Section III	Agreed
(f)	INDEMNITY: Contractor shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
(g)	Arbitration : As specified in General Terms and Conditions	Agreed
(h)	CANCELLATION OF THE CONTRACT: 1. BHEL reserves the right to cancel the contract at any point of time without assigning any reason whatsoever. The contractor shall not be entitled for any compensation as a result of such a cancellation. 2. BHEL reserve the right to forfeit security deposit of the contractor in case of unsatisfactory performance/ cancellation. 3. 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 without any 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.	Agreed
(i)	<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.	Agreed
(j)	Reverse Auction BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their	Agreed

	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. 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.	
(k)	RISK PURCHASE: As Specified in General Terms & Conditions.	Agreed
(l)	<u>Participation in Reverse Auction</u>	Agreed
(m)	<u>The movement of Container to BHEL nominated CFS (i.e. M/s JWC Logistic Park Pvt Ltd) / Filing with BHEL DPD CODE without any additional cost to BHEL</u>	Agreed
(n)	<u>Container detention free period of 14 days</u>	Agreed
(o)	<u>The party should not have been referred to BIFR/NCTL or declared 'SICK' by any Statutory Authority</u>	Agreed
(p)	<u>The Bidder should not have been banned on business dealing by BHEL/Govt of India/any undertaking of Govt of India.</u>	Agreed
(q)	<u>PAN card of the Company</u>	Agreed
(r)	<u>GST of the company</u>	Agreed
(s)	<u>Name, Contact and Address of the company</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, LOA, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any) and all correspondence.
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The Contract will be valid till all the activities mentioned in the scope of work is completed by contractor
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- 1.11 "Full Container Load" (FCL) shall mean a container containing cargo belonging to one consignee in the vessel's manifest.
- 1.12 "Ton" means one metric Ton of 1,000 kilograms or one cubic meter.
- 1.13 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 LOA and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

4.0 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 Contractor shall submit freight bill including other charges along with supporting documents immediately after sailing of the vessel

All the Bills like Freight Bills, THC, IHC, DO, etc must be in the name of BHEL, ROD Mumbai having GSTN as 27AAACB4146P1ZF.

If invoice is not in the name of "BHEL, ROD Mumbai", the GST will not be reimbursed contractor as BHEL will not be in a position to avail GST credit.

Contractor should timely update output data in GST portal to enable BHEL to take input tax credit

5.3

Freight payment:-

- 5.3.1 Freight payments along with the other charges as per the contract rates shall be made to the contractor in Indian Rupees only. For the purpose of conversion the SBI TT selling rate prevailing on the date of Bill of Lading will be considered. In case there is a bank holiday on B/L date then the rate prevailing on the previous working day will apply. Freight bill shall contain the details of packages, weight and MBL number and other charges as per the contracted rates.
- 5.3.2 Contractor shall submit freight bill along with supporting documents immediately after sailing of the vessel. (Within one week of BL date) to BHEL.
- 5.3.3 100% payment of the charges will be made by BHEL by Cheque / RTGS against the bill submitted with all documents from BHEL after issue of DO.
- 5.3.4 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.
- 5.3.5 The detention charges after free period of 14 days shall be paid to the shipping company against the original bill of shipping company. The rate of the detention charges of the containers shall be as per the tariff of the shipping company and the exchange rate shall be as per the bills of the shipping company. Tariff is to be provided by the shipping line through contractors.
- 5.3.6 Contractor shall issue CAN immediately on filing of prior entry IGM by the Liner/ Carriers
- 5.3.7 TDS as applicable will be recovered from contractor's bill.
- 5.3.8 All the bills should be submitted in duplicate i.e one original and one copy.
- 5.3.9 All taxes, charges and dues of vessel if any during execution of this contract shall be on Contractor's account both in load port and in the discharge port.
- 5.3.10 The documents to be submitted along with bills in duplicate are as follows:
1. Invoice duly signed and stamped as per the Price bid Schedule
 2. Packing list
 3. OBL copy
 4. Exchange rate certificate
 5. Vessel qualification/ age/class certificate
- 5.3.11 Freight is payable on weight/measurement of the cargo whichever is higher.
- 5.3.12 Where ever freight is claimed on CBM/measurement, Packing List will be considered for final payment.

5.3.13 1 Ton = 1000Kgs and 1 CBM= 1 Ton

5.3.14 Minimum rate of 1 Ton/1 CBM shall be applicable for payment for cargo weighing/measuring less than one ton/CBM.

5.4 Other Charges payable by BHEL

5.4.1 GST as applicable shall be paid. Contractor should ensure that original invoice/ bill/ receipt in the name of BHEL is provided at the time of payment.

5.4.2 No port Congestion charges will be payable.

5.4.3 All the Bills like Freight Bills, THC, IHC, DO, Detention etc must be in the name of BHEL.

If invoice is not in the name of "BHEL", the GST will not be reimbursed to contractor

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 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof. The contractor shall not be entitled for any compensation by reason of such termination
- 7.4 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 7.5 In case of Risk Purchase is enforced, The contractor will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.
- 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 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.
- 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 **Contractor's responsibility for 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 All **Original Bill of lading**s should be issued as per UCP 600.
- 12.0 Use of tramper/ tramp services/tramp vessel is **prohibited**.
- 13.0 **Force Majeure:** The following shall amount to force majeure conditions
- 13.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- 13.2 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.

- 13.3 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.
- 13.4 Force Majeure conditions will apply on both sides.

14.0 Prevention Of Corruption

- 14.1 Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- 14.2 BHEL shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favour or disfavor to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with BHEL.

15.0 ARBITRATION

- 15.1 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.
- 15.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 15.3 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 Mumbai.
- 15.4 The cost of arbitration shall be borne as per the award of the Arbitrator.

- 15.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Mumbai shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- 15.6 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.
- 15.7 **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.

16.0 Laws Governing The Contract:

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

17.0 Indemnity

- 17.1 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.

18.0 Security Deposit

- 18.1 Successful bidder shall submit 5% of the total contract value as security deposit within Three days of issue of LOA for the contract.
EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit
- 18.2 Security deposit may be made in any of the following ways:

- i) Only Electronic Fund Transfer in favor of BHEL
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

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

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

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

18.2.2 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Securities / BG's shall be released after three **(3) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

19.0 Earnest Money Deposit

19.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in Electronic Fund Transfer credited in BHEL account (before tender opening)

19.2 EMD of the Tenderer will be forfeited if:

19.2.1 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.

19.2.2 The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract

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

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.

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

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

19.5 EMD shall not carry any interest.

20.0 Discrepancy In Words & Figures: Quoted In Offer

- 20.1 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.
- 20.2 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
- 20.3 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 20.1 and 20.2 above.
- 20.4 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.

21.0 Requirements of Performance.

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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.
- 21.5 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 defaulting Agents will be suspended with BHEL as per company policy

21.6 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.

21.7 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.

22.0 Short – Landed Or Damaged Goods.

22.1 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.

22.2 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.

22.3 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.

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

23.0 Subletting Not Allowed

23.1 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.

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

24.0 Joint Survey

24.1 Situations may arise during the course of handling / transportation of containers/ cargo when a container or cargo meets with an accident. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of BHEL / Consignor / Consignee / Insurance Company,/BHEL representative etc. for assessment of loss/damage to cargo and / or container. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the contractor shall be under obligation to arrange to issue "Damage Certificate" or "Short landing certificate" to the Consignor/ Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by BHEL.

Settlement of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor shall be required to settle all claims/liabilities, whatsoever, against BHEL, which come to BHEL under all such situations. The contractor may undertake to repair the damaged container, which has met with an accident under his custody, at his own initiative. This he shall do to the complete satisfaction of the concerned shipping line / BHEL to which the container belongs to at the time of accident.

25.0 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

26.0 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. "

27.0 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.

SECTION VI
Price BID

Sl. No.	Description	Currency	No of Containers	Rate per Container	Total Value
(a)	(b)	(c)	(d)	(e)	(f) = (d) x (e)
1a	Rate for ocean freighting of 40' FR containers from Hamburg to Nhava Sheva.	USD	5		
1b	Rate for ocean freighting of 40' HC containers from Hamburg to Nhava Sheva.	USD	4		
1c	Terminal Handling Charges at Nhava Sheva for 40' FR containers (Includes all the destination charges at Nhava sheva like washing charges, Maintenance charges, all charges charged at destination port ,etc) no charges other than this will be payable by BHEL at destination Port	INR	5		
1d	Terminal Handling Charges at Nhava Sheva for 40' HC containers (Includes all the destination charges at Nhava sheva like washing charges, Maintenance charges , all charges charged at destination port ,etc) no charges other than this will be payable by BHEL at destination Port	INR	4		
1e	Delivery Order Charges	INR	3		
1	Total Cost (INR) { 1a(f) X Ex Rate + 1b(f) + 1c(f)				

1. Evaluation will be done on Total Cost to BHEL in INR
2. All taxes as applicable.
3. No other shipping line charges will be payable
4. For Evaluation purpose the SBI TT Selling exchange rate on the day of Technical opening will be considered
5. No charges other than those specified in the contract shall be payable.

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/HW/IS-1952A

Dear Sir,

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

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

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

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

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