

**Tender for Appointment of CHA for Finalization of the Project
Import registered at Kandla Customs.**

TENDER NO: RE/MUM/IMP/CH/IS-1950



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

LAST DATE OF SUBMISSION

: 27.02.2020

: 1530 Hrs

Date: 20.02.2020

To

M/s _____

Dear Sirs,

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

Your most competitive offer is invited for the finalization of the Project Import on the following terms and conditions.

The tender comprises of

Sr No	Description	Section
1	Scope of Work	I
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Important Details of the Tender

Name and Contact Details of the Person for Queries in the Tender	(1) Vishwa Chandan Dy Manager, BHEL Phone : 022-22171342 Vishwa.chandan@bhel.in (2) Santraj Mani Sr Engineer, BHEL Phone : 022-22171370
EMD Amount	Rs 5200/-
Time limit for EMD Submission	15:30 Hrs on due date of Opening
Last Date of Submission of the Tender through e-Procurement system	27/02/2020, 1530 Hrs.
Tender Opening Date	27/02/2020, 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>

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

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

1. The offers shall include

1) EMD :-

The EMD of Rs. **5200/-** 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 **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 uploaded with full required documents online on E-Tendering Portal of BHEL at web address <https://bhel.abcprocure.com> latest by **15:30 Hrs on the day of Tender submission date**. Please ensure to upload the colored scanned documents wherever original documents are asked for in the tender and is required as part of technical bid on the portal. This includes documents required as per Qualification Criteria of Techno commercial Section, all self certification as per Techno commercial section, entire tender document along with blank price bid duly signed and stamped on each page by authorized signatory, compliance letter on company's letter head, duly filled format for techno commercial bid, amendment if issued to the tender with sign and seal on each page. The techno commercial offers shall be opened on **15:45 Hrs on the same day of Tender submission date**. Hard copies of commercial offers shall not be accepted for evaluation.

3) Price Bid /Reverse Auction :-

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

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	Fully Filled Techno Commercial Bids	To be uploaded in Excel Format at 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

Price Bid

Sr No	Documents	Remarks
1	Fully Filled Price Bid in the Price Bid format Only	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

DETAILS OF WORKS:

- 1.0 Coordinate closely with the BHEL/Customs (refer General Information for full address) and ascertain the documents required for finalisation of the Project Import.
- 2.0 The contractor shall act as Customs Broker for BHEL at Kandla Custom house.
- 3.0 BHEL had engaged the services of Custom House Agent and registered the Projects under CTH 9801 at Kandla Customs **Project file no. 12/2014-2015**. The contract was registered in the name of BHEL for the supply of **2X600 MW Suratgarh** Thermal Power project.
- 4.0 BHEL has cleared the consignment covered under the Essentiality Certificate in total three Bills of Entry. These B/E were provisionally assessed. One Bill of Entry was cleared in Kandla port and consignment covered in TWO Bills of Entry were cleared in Nhava Sheva (JNPT) by taking the CRA.
- 5.0 The necessary documents as stipulated in PIR 1986 which are required for the finalization of all three B/Es will be provided by BHEL.
- 6.0 Contractor shall liaise with customs / other relevant authorities and arrange for finalization of all the three B/Es and arrange to cancel and return the Bank Guarantee submitted and close the contract registered with the Kandla Customs.
- 7.0 The contractor has to return the Bank Guarantee, finally assessed B/E and the cancelled continuity bond along with contract closure letter.

8.0 Payment to the contractor will be made as per below

1. Lump sum charges for the finalization of the Project Import at Kandla Customs

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.abcprocure.com>;

- 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 (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.

12.0 Evaluation criteria

12.1 The offer of parties meeting the Techno commercial 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 BHEL reserves the right to negotiate with L1 party.

SECTION III

Special Condition

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

(2) **Security Deposit:**

If the Bidder fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute “No Demand Certificate” in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, the amount of Security Deposit will be released to the Bidder after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Bidder. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.

Security deposit will be submitted at BHEL ROD Mumbai office.

(3) **All invoices / documents/receipts/ reports/photos must be in English and must be submitted to respective ROD Mumbai office. All documents issued in any other language must be translated in English and certified by a Chamber of Commerce or Legal Translator Certified, for release of payments.**

(4) **Bidders must go through Guidelines for suspension of business dealings & Guidelines for Reverse auction. Guidelines for suspension of business dealings with suppliers/Bidders & Guidelines for Reverse auction are available on website www.bhel.com on “supplier registration page”.**

(5) **The offers of the bidders who are on hold/suspended/banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The lists of the banned firms are available on BHEL website www.bhel.com on “supplier registration page”**

(6) Two consecutive transit delays, for reasons of delay attributed to the Contractor, in execution of the contracts where delay occurred is such that

- a) Prescribed maximum transit time limit of the contract is reached/exceeded or
- b) Delay period has equaled/exceeded the original transit time period specified in the contracts

Whichever among the above is earlier may result in the Contractor being put on hold for future enquiries.

(7) Bidders must go through Guidelines for suspension of business dealings/ Reverse auction. Guidelines for suspension of business dealings with suppliers/contractors and

Reverse auction are available on website www.bhel.com on “supplier registration page”.

- (8) **VALIDITY:** The contract shall be valid till all the cargo received at Load Port are shipped under the contract and delivered at discharge port or two months from the date of LOI whichever is later.
- (9) **Payment Terms**
1. 100% payment of the Lumpsum charges quoted, will be payable within 15 days of receipt of the three finalized Bs/E, BG and continuity bond along with the bill.
 2. All the Bills should be in the name of BHEL. Bills should contain the following documents
 - a. Original 3 set invoice
 - b. Letter of cancellation of PI Bond.
- (10) **Time required for the finalisation of PI:** It is expected from the contractor to close the contract registered with the Kandla customs in the shortest possible time of 45 days from the date of handing over of all the documents required as per the PIR 1986
- (11) **Penalty** : The penalty shall be 5 % of the Lumpson charges per week or part thereof subject to maximum of 10% of the Lumpson charges for the finalisation. For the calculation of penalty, the date starts from the last input provided by BHEL.

Format for Techno- Commercial Conditions

Sr No	Description	Confirmation by Bidder
(a)	Bidder must have an average annual turnover of the company of not less than Rs 0.78 Lakhs for the last three Years (2016-17, 2017-18, 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.	Copy of CA Certificate / Copy of Balance Sheet to be submitted
(b)	Bidders must submit proof of having have successfully executed CHA activities 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 1.04 Lakh each OR (2)Two contracts of value not less than Rs 1.3 Lakh each OR (3)One contract of value not less than Rs 2.08Lakh	Copies of contract /work order with satisfactory completion certificate from customer must be attached
(c)	EMD Details	RTGS/NEFT Details
(d)	Copy of the valid CHA licence .	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)	<u>GOVT. RULES & REGULATIONS:</u> CONTRACTOR to abide by all the rules and regulations related to Customs procedure.	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 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	Agreed

	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)	<u>RISK PURCHASE</u> : As Specified in General Terms & Conditions.	Agreed
(l)	<u>Participation in Reverse Auction</u>	Agreed

SECTION IV

GENERAL TERMS AND CONDITIONS

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

- 1.1 "COMPANY" shall mean Bharat Heavy Electricals Limited, in short BHEL, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- 1.2 "CONTRACTOR" shall mean the individual, or firm or Company or LLP who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" or "FREIGHT FORWARDER" OR "BARGE OPERATOR" or "Successful Bidder" where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Discharge Port or Project store or any other place/location, as specified in the contract, at which the Cargo/ equipment are to be delivered and services are to be performed as per the specifications prescribed in the contract
- 1.4 The "CONTRACT" or "CONTRACT DOCUMENT" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Company and the Contractor together with the documents referred to therein including the work order, LOI, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL ROD MUMBAI.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the Bidder. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or

- where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Bidder with no claim on either side.
- 1.11 "CARRIER/SHIPPING/TRANSPORTATION" shall mean the shifting/carrying Cargo by using ships, barges, tempo, trucks, trailers (mechanical /hydraulic), dolly, heavy duty railway equipment wagons, aircraft and all other transportation means which shall be arranged by the Bidder for executing the work.
- 1.12 GENERAL CARGO: Shall mean any one Cargo package of material and /or equipment with a weight less than 100 MT and with all dimensions below 13m Length, 3m Width, 3m Height (13mx3mx3m).
- 1.13 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Bidder / Bidder.
- 1.14 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.
- 1.15 HEAVY LIFT (HL): Shall mean any one Cargo package of equipment and/or materials with weight greater than or equal to 100MT.
- 1.16 OVER DIMENSIONAL CARGO (ODC): Shall mean any one Cargo package of equipment and / or materials with any one of the dimensions exceeding those for General Cargo
- 1.17 OVERSIZED CARGO FOR AIR SHIPMENT: Any Cargo exceeding length 121 inches, width 84inches, height 60 inches, gross weight 4626 kg, net weight 4508 kg and floor load limitation 90.7 kg/sq. ft. shall be treated as oversized. For such Cargo, consolidation rates will not be applicable and rates shall be decided on case-to-case basis based on IATA Rules and Regulations.
- 1.18 LOT: Supplies which are shipped on single voyage/Flight of each vessel/Barge/Aircraft arranged by bidder/ supplier.
- 1.19 PROJECT CARGO: Shall mean any cargo comprising of equipment, fabricated items, and components of the manufactured equipment / system of: Mechanical, Electrical, Instrumentation & Control, Electronics, Metal structures / pipes, Large/ Heavy Engineering machinery, transformer oil, Resins, insulation material , hardeners etc or a mix thereof, Items used in power plants, transported as a containerized shipment and breakbulk shipment during the course of national or international transportation or exportation-importation.
- 1.20 SITE: Project Rampal Site.
- 1.21 Non Heavy Lift Cargo means General cargo and ODC i.e cargo that does not fall under definition of heavy lift.

2.0 ISSUE OF NOTICE:

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

3.0 COMMENCEMENT OF WORK:

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

4.0 DISCREPANCY AND CONTRADICTION

4.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.

4.2 In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, UNIT HEAD-ROD BHEL or his authorized representative shall be the deciding authority with regard to intention of the contract.

5.0 ARRANGEMENT OF SHIP/BARGE/TRUCKTRAILOR/AXELS:

5.1 The Bidder shall arrange the carrier i.e ship(s)/ Barge(s)/ Truck(s)/ Trailer(s) /Axel(s) on specific intimation(s) from BHEL in writing or the time/schedule indicated in the LOI/Work order/Contract without delay. If the Bidder fails to do the same as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

5.2 Before arrival of the carrier, the Bidder will inspect the cargo available in Port whether under the custody of the Bidder or BHEL or its supplier or any other authorized representative and ensure its sea worthiness. Any deficiency in this regard shall be brought to the notice of BHEL in writing suggesting remedial measures to enable BHEL to make it sea worthy. Alternatively, such action can be taken by the Bidder after obtaining written approval of BHEL to the action as well as to the cost. Such cost incurred by the Bidder shall be reimbursed by BHEL to the Bidder, if agreed. After such remedial measures, the Bidder shall be responsible for loading of the cargo on the Ship arranged by the Bidder.

5.3 The Bidder shall also intimate BHEL in writing about the documents required for loading of the cargo on the carrier. He will be responsible for examination of all the required documents before arrival of the carrier and any discrepancy in the same shall be attended to by the Bidder /BHEL in time to ensure loading on the carrier arranged by the Bidder as per cl.5.1 above.

6.0 DETENTION OF THE CARRIER :

6.1 It will be the responsibility of the Bidder to ensure that all the declared and available cargo is loaded on the carrier and unloaded from the carrier in time without its detention. If the carrier is detained without any written request from BHEL, the Bidder

shall be fully responsible for detention of the carrier and BHEL shall in no way be liable to pay any detention charges whatsoever.

- 6.2 In case of non availability of Barges to receive heavy lifts directly from Vessel on its arrival at port of origin, the detention charges of stoppage of vessel at port of origin will have to be borne by the bidder.
- 6.3 For unloading of cargoes on to wharf, the availability of Hydraulic axles is essentially required at the time of arrival of vessel. Due to non-availability of required trailers/tools & equipment's the trucking & terminal handling charges will be to bidder's accounts

7.0 INVOICES AND PAYMENTS

- 7.1 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.
- 7.2 The successful contractor shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful contractor on BHEL for this project/ work.
- 7.3 Contractor to intimate immediately on the day of Export of Goods to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances. Postal address and email ID shall be intimated later.
Portal Address – Shall be intimated later and Email Address – Shall be intimated later.
In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful contractor, if such delay is attributable to the contractor.
- 7.4 In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Contractor shall issue the same containing all the details as required as per applicable GST Act & Rules.
- 7.5 Contractor shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- 7.6 Contractor shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the contractor, GST amount shall be recoverable from the contractor along with interest levied / leviable on BHEL, as the case may be.
- 7.7 Contractor shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Contractor shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the contractor along with interest levied / leviable on BHEL.
- 7.8 In case of LD recovery the applicable GST shall be also be recoverable from the suppliers.
- 7.9 The Freight shall be paid on the actual quantities Shipped /Transported.
- 7.10 The payments shall be made through RTGS/NEFT. The Contractor would be required to submit bank details for receiving the payments.

- 7.11 Exchange rate for payment purpose(for total invoice value) shall be the SBI TT selling rate prevailing on the date of sailing of the vessel from Hamburg will be applied. In case the same is holiday exchange rate of next working day will be applicable.

8.0 Taxes & Duties

- 8.1 All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable in India as well as in Bangladesh are included in the quoted price. GST & applicable Cess, if any, in India will be payable extra as enumerated in Payment terms.
- 8.2 TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 8.3 TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills. And as per provisions.
- 8.4 Contractor shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the contractor before Invoicing.
- 8.5 Any new taxes other than that on the cargo at any stage during execution including extension of the contract, if any, shall have to be borne by the Bidder. Quoted/ accepted rates/ price shall be inclusive of all such requirements.

9.0 RISK PURCHASE:

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

- 9.1 If at any time during the validity of the contract, the Bidder fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the Bidder, BHEL reserves the right to get the work done by other parties or departmentally at the risk and cost of the Bidder and also forfeit the security deposit.
- 9.2 To recover any moneys due from the Bidder, from any money due to the Bidder under this or any other contract or from the Security Deposit.
- 9.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

10.0 OBSERVANCE OF LOCAL LAWS :

- 10.1 The Bidder shall comply with all Laws, Statutory Rules, and Regulations etc. The Bidder shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law of load port country / transit country/ discharge port country for smooth execution of the Contract..
- 10.2 The Bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract in load port country/transit country/ discharge port country.

- 10.3 The Bidder shall be responsible for the proper behavior and observance of all applicable regulations by the staff employed in load port country/transit country/discharge port country.
- 11.0 **SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:**
- 11.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Bidder and his workmen without exception. The Bidder shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 11.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to property. If the bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, bidder shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
- 11.3 The Bidder shall insure his workmen against all accidents and the policy shall be presented to BHEL on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person during execution of the contract due to lapses by the bidder, the victim and/or his/her dependents shall be compensated by the bidder as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on bidder and recover the same from payments due to the bidder for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the bidder for presenting his case. Above safety conditions are not exhaustive but give an idea for the bidder and bidder shall adhere to all safety precautions warranted for the execution of the contract.
- 11.4 The Bidder shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time related to execution of this contract. Bidder shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.
- 12.0 **INSURANCE:**
- 12.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 12.2 The Bidder shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Bidder or his employees or any other person engaged.
- 12.3 The Bidder shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 12.4 If due to Bidder's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable

to recover its claim from the Insurance Company, the deficit will be recovered from the Bidder.

13.0 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, land slides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Bidder has no control.
- 13.2 If the Bidder suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the Bidder to BHEL within 14 days from the date of occurrence thereof.
- 13.3 The Bidder by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 13.4 Force Majeure conditions will apply on both sides.

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

15.0 SETTLEMENT OF DISPUTE

- 15.1 Except as otherwise specially provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the GM ROD of BHEL subject to a written appeal by the Bidder to the GM ROD whose decision shall be final to the parties hereto.
- 15.2 Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

15.3 If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause below.

16.0 ARBITRATION

16.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.

16.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

16.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Delhi.

16.4 The cost of arbitration shall be borne as per the award of the Arbitrator.

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

16.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.

16.7 **In case of contract with Public Sector Enterprise (PSE) or a Government Department :**
In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

17.0 LAWS GOVERNING THE CONTRACT:

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

18.0 SHORT – LANDED OR DAMAGED GOODS.

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

19.0 REQUIREMENTS OF PERFORMANCE.

- 19.1 All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Bidder at his own cost. Any contingency arising in this respect shall be the responsibility of the Bidder. Also the Bidder shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.
- 19.2 The contract as entered into between BHEL and the Bidder shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- 19.3 The Bidder shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Bidder shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and leashing at his own cost.
- 19.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Bidder at his own cost.
- 19.5 Any information / documents like route survey reports, third party approvals given to BHEL shall not in any way absolve or relieve the Contractor from any of his obligation, responsibility, or liability as per scope of work.
- 19.6 The Bidder shall be liable for any defects in the construction of any part of the Works, where such defects are due to any bad workmanship, the use of defective or inferior quality materials, error, omission, or negligence of the Contractor.
- 19.7 The Contractor shall be liable for the consequences of faulty design and specifications, lack of care and negligence for that part of the Works, which was designed and specified by the Contractor for the period specified. The Contractor shall keep the Employer fully and effectively indemnified against all legally enforceable losses, damages, injuries, deaths, actions, proceedings, claims, demands and all associated costs suffered by the Employer or any third party.

20.0 INDEMNITY:

20.1 The Bidder shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

21.0 SECURITY DEPOSIT

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

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

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

21.2.2 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bidder to obtain the proforma for Bank Guarantee format from BHEL on issue of LOI.

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

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

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

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

21.4 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. 21.2.3 and 21.2.4 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after Six **(6) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

22.0 EARNEST MONEY DEPOSIT:

22.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :

Electronic Fund Transfer credited in BHEL account (before tender opening) in Below bank account of BHEL

Name: BHARAT HEAVY ELECTRICALS LTD BANK: CITIBANK, FORT BRANCH

ACCOUNT NO: 0008279012

IFSC CODE: CITI0100000

MICR CODE:

400037002

22.2 EMD of the Bidder will be forfeited if:

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

- 22.4** The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract
- 22.5** If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- 22.6** EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ Bidders” and forfeited/ released based on the action as determined under these guidelines.
- 22.7** EMD of successful bidder will be adjusted towards part of the security deposit.
- 22.8** EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.
- 22.9** EMD shall not carry any interest.
- 22.10** In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs.20 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.
- 23.0 DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER**
- 23.1** If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 23.2** If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 23.3** If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 23.1 and 23.2 above.
- 23.4** If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 24.0 REVERSE AUCTION:**
- 24.1** BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- 24.2** Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the *tender process and will invite action by BHEL as per*

extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com).

24.3 The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope Sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

24.4 If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com).”

25.0 BHEL FRAUD PREVENTION POLICY:

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

26.0 CANCELLATION OF THE CONTRACT:

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

26.2 If the Bidder fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month’s notice in writing and recover from the Bidder any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the BIDDER under the contract.

26.3 BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month’s notice by registered post acknowledgement due or in person under delivery.

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

27.1 Commitment by BHEL:

27.1.1 BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

27.2 Commitment by Bidder/ Supplier/ contractor:

27.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not

legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

- 27.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 27.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL
- 27.2.4 If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ Bidder as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

MSME suppliers: The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government. 25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.

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

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

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

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

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyoug Aadhar No along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the

deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders.

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

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

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

(a) Enterprises owned by Scheduled Castes.

(b) Enterprises owned by Scheduled Tribes.

(c) Enterprises owned by other than above two categories

The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.)

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

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

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

For MSE vendors getting award-

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

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

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

28.0 LICENSE/ PERMISSION/ REGISTRATION:

28.1 Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such Licence/ Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and

licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The Bidder shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the Bidder. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Bidder shall be entertained by BHEL for any breach of the provisions/Acts or laws by the Bidder.

- 28.2** In case of Risk Purchase is enforced, The Bidder will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.
- 28.3** It shall be the duty of the Bidder to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers/cargo. The Bidder shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 28.4** The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 28.5** No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.
- 28.6** The Bidder is responsible for safe transportation of the goods. Bidder shall effect open delivery of the cases of major damage after completing the due processes.
- 28.7** The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

29.0 TIME LIMIT FOR SUBMISSION OF BILLS

- 29.1** The Bidder shall make a claim for the services rendered under this contract to BHEL within **(3)Three months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 29.2** No claim in respect of under payment to the Bidder shall be considered valid or entertained unless a claim in writing is made thereof within **(3) Three months** from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 29.3** However, in case of any specific issue over which the Bidder had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the Bidder.

30.0 E- PROCUREMENT:

30.1 This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bhel.abcprocure.com>

30.2 Neither the Organisation (Bharat Heavy Electricals Ltd.) nor the service provider(m Junction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose

31.0 PROGRESS REPORTING

31.1 The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the Bidder intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.

31.2 The daily reports shall clearly indicate the work force deployed, category-wise, specifying also the activities in which they are engaged.

31.3 Weekly progress review meetings will be held at any suitable location during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the Bidder shall present program of subsequent week. The Bidder shall constantly update/revise his work program to meet the overall requirement.

31.4 Periodic progress reviews on the entire activities of execution in respect of scope of bidder will be held once in a month at any location. These meetings will be attended by reasonably higher officials of the Bidder and will be used as a forum for discussing all areas where progress needs to be speeded up. The Bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.

31.5 During execution Bidder shall take colour digital photograph on mobile and forward on whatsapp/email etc for each milestone every month/fortnight/week as applicable for all important activities of the works during progress and after reaching of consignment at major locations.

31.6 Successful bidder has to provide for electronic/ computerized storing and reproduction/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in CD/Removable hard disk (as per requirement) and handed over to BHEL on monthly basis.

31.7 The bidder shall be bound to report movement progresses of all outgoing consignments through electronic communication systems such as Fax, Mobile telephony/STD hones/Roaming cell phones, email, web based monitoring system or any other mode desired by BHEL at regular intervals.

31.8 For consignments carried by Hydraulic trailers, the transporter shall ensure that the vehicle driver carries with him a mobile phone to enable BHEL/Customer to contact him for monitoring the progress. The mobile phone No. shall be intimated to BHEL before

the consignment is moved. Besides, daily status of movement shall be conveyed by e-mail to BHEL.

32.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

32.1 Bidder shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance

32.2 Bidder shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract

32.3 Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

33.0 EXPEDITING :

33.1 Bidder is free expedite cargo arrival by following up with BHEL MUs/BHEL vendors based on the pending cargo remaining in the packing list and vessel /Barge likely being planned.

33.2 Bidder will be responsible to follow up with BHEL MUs/BHEL vendors for cargo arrival schedule provided by them at 1st instance. He will keep track of cargo from the day it has left the works and plan further accordingly especially in case of ODC/HL till the cargo / container reaches Site.

SECTION VI
Price BID

Tender No. RE/MUM/IMP/CH/IS/1732

Sl. No.	Description	Currency	No of Project	Rate for the closure of file	Lumpson Rate (Total Value)
(a)	(b)	(c)	(d)	(e)	(f) = (d) x (e)
1a	Lumpsum rate of the finalisation of 3 Bs/E cleared under CTH 9801 at Kandla Customs under the registration no 12/2014-2015 . The contract was registered in the name of BHEL for the supply of 2X600 MW Suratgarh Thermal Power project(Provisional Mega Power Plant)	INR	1		
1	Total Cost (INR)				

1. Evaluation will be done on Total Cost to BHEL in INR
2. GST shall be will be payable as per rule.
3. No other charges will 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/CH/IS-1950

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