


**Tender for finalization of Nominated CFS for FCL containers imported via Nhava Sheva port**

**TENDER NO: RE/MUM/IMP/AC/CFS-2009**

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

**29.10.2020**

To

M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

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

The tender comprises of

<b>Sr No</b>	<b>Description</b>	<b>Section</b>
<b>1</b>	<b>Scope of Work</b>	<b>I</b>
<b>2</b>	<b>Instructions to Bidders</b>	<b>II</b>
<b>3</b>	<b>Techno Commercial Bids</b>	<b>III</b>
<b>4</b>	<b>General Terms and Conditions</b>	<b>IV</b>
<b>5</b>	<b>Price BID</b>	<b>V</b>
<b>6</b>	<b>Letter of Compliance</b>	<b>VI</b>

## Important Details of the Tender

<b>Name and Contact Details of the Person for Queries in the Tender</b>	(1) Pallavi Gupta Dy Manager Phone : 022-22171355 7506645318 <a href="mailto:pallavi.gupta@bhel.in">pallavi.gupta@bhel.in</a>
<b>EMD Amount</b>	<b>Rs. 117200 /-</b>
No of TEUs estimated six months	<b>560 TEUs</b>
<b>Time Limit for EMD Submission</b>	15:00 Hrs on due date of Opening
<b>Last Date of Submission of the Tender through e-Procurement system</b>	29.10.2020, 15:00 hrs
<b>Tender Opening Date</b>	29.10.2020 , 15:15 hrs

### GUIDELINES FOR OFFER SUBMISSION:

1. Due to Covid-19, lockdown existing and non-availability of proper courier, access to DSC and postal service, BHEL is seeking the offer from all vendors in two-part bid system in soft copies and same can be sent to our company email ID [finmsrodnum@bhel.in](mailto:finmsrodnum@bhel.in) in two part bid system i.e. Technical and price bid in **separate email**.
2. Bidder shall clearly mention Tender Reference No (RE/MUM/IMP/AC/CFS-2009), **bidder name and type of bid (Techno Commercial Bid or Price Bid)** in subject of both emails. For example a subject for techno commercial bid from M/s XYZ should be **RE/MUM/IMP/AC/CFS-2009- M/s XYZ- Techno Commercial Bid**.
3. **Price Bid must be submitted in the prescribed format in section VI, price bid submitted in any other format will be rejected.**
4. The offers shall Include

#### 1) **EMD :-**

The EMD of Rs. 117200 /- to be submitted through NEFT/RTGS only. The fund may be transferred to the following account.

#### **BHEL Bank Account details:**

Name: BHARAT HEAVY ELECTRICALS LTD  
BANK: CITIBANK, NARIMAN POINT BRANCH

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

EMD must be deposited latest by 15:00 Hrs on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system.

- (I) Part-1 – Techno Commercial Bid.  
Should be submitted as per guideline provided.
- (II) Part-2 – Price Bid  
Should be submitted as per guideline provided.

**NO Hard copies of Tender Documents will be accepted at BHEL Office.**

**Reverse Auction :-**

The tender will be finalized through Reverse Auction. Reverse Auction will be conducted with technically qualified parties by separate service provider.

## GENERAL INFORMATION

BHEL is a Government of India undertaking , catering to the core sectors of the Indian economy viz, Power , Industry , Infrastructure etc. BHEL intends to finalize a dedicated CFS/contractor for in and around Nhava Sheva Port for period of **6 months** to provide all import service in their CFS yard.

BHEL has been granted permission for availing Direct Port Delivery (DPD) by JNCH vide Letter F. No. S/22 Gen. 716/2016-17/AM(1) , dated 09.01.2017 or Public Notice No. 122/2016 , dated 14.09.2016 and is registered with all the five Port terminals ( JNPCT, GTI, BMCT , NSIGT & NSICT )

### SECTION – I

#### SCOPE OF WORK

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

#### Detailed Scope of Work

1. Appointed CFS should appoint key account manager to handle BHEL account.
2. CFS should have DPD permission from customs, & DPD stacking code for all terminals (JNPCT, GTI, BMCT, NSIGT/ NSICT).
3. BHEL/ BHEL CHA / BHEL Freight forwarders will intimate the key account manager of the arrival of cargo in FCL containers by issuance of cargo arrival notice prior to IGM filing by shipping line as per customs public notice 69/2011.
4. CFS to follow up with shipping line /CHA for getting necessary approvals from shipping line for movement of container to CFS
5. On receiving EDI file and IGM confirmation or as soon as the FCL containers arrive at discharge port the contractor will place job order with the port, arrange for movement of containers from port to CFS within port free days after completion of all formalities. ( Port gate out copy to be shared in case port ground rent is charged ). Any Port storage / ground rent charged by Port on BHEL due to non-movement of the containers within port free time will be borne by the CFS / deducted from CFS bills.( applicable for conditions other than force Majeure).
6. The appointed CFS/contractor will verify the seal number of the container conduct external survey at IN Gate and Gate IN the containers in the CFS.
7. CFS will affix a sticker/Rfid on BHEL container for identification and stack it separately in the yard at pre-determined area. CFS has to have RFID kiosk to enable CHA to get the arrival status of container in CFS and to have the location of the container in the yard.
8. CHA approaches customs for forwarding and container seal cutting permission. CFS issues seal cutting slip on.

9. Contractor shall arrange handling equipment, manpower and Surveyor for "De-stuffing Examination Order".
10. Contractor shall ensure sealing of stuffed containers after the physical examination by customs is over, if the cargo is in containers, as per instruction of BHEL.
11. Contractor will be responsible for Sealing/Riveting the containers and seal cutting, opening and closing of container doors for destuffing operations.
12. Contractor shall arrange for change in mode of delivery to "De-stuffed delivery" or Stuffed delivery as per the instruction BHEL/BHEL CHA. **As BHEL is a DPD client, the Delivery Order issued by Shipping line is for Loaded Delivery. However, BHEL may in most cases decide to take dyestuff delivery from the CFS.**
13. Contractor shall coordinate for direct deliveries AND provide "In Gate" pass for empty vehicles / "Out Gate" pass for loaded vehicle. Empty vehicle gate in permission will be taken by CHA from CFS import counter. CFS to facilitate immediate issue of vehicle 'Gate –In' and 'Gate Out' pass to CHA.
14. Coordinate for de-stuffed delivery, provide de-stuffing job order / De-stuffing Tally sheets and. "In Gate" pass for vehicles. Customs endorsement will be obtained by CHA on the gate pass and then handed over to CFS gate officer.
15. CFS verifies the container no., vehicle no. against gate pass to ensure container survey is done and container is gated out from CFS.
16. Contractor shall comply with all statutory requirements.
17. The responsibility of delivery/handing over the of empty containers after de-stuffing, to respective empty shipping line yards will be with the CFS/bidder, even when the DO issued is for Loaded Delivery, but BHEL takes De-stuff delivery.
18. The responsibility of de-stuffing the cargo will be with CFS. Under no circumstance the CFS can refuse de-stuffing of cargo. Hence he has to ensure that he has the necessary tools/equipment/manpower/technology/electricity/ lighting arrangement required for de-stuffing the cargo.
19. The appointed CFS will have to send daily status report to BHEL (by email) with details of containers arrived, pending to move from port, containers destuffed on previous day, container 'Gated out' during previous day and balance containers in yard etc.
20. Handling charges shall include de-stuffing, labour, charges and fuel and energy surcharge etc. The cargo should be de-stuffed without any damage to the packages. No damage charges will be paid for containers as the responsibility of de-stuffing is of CFS/contractor.
21. **Crane/s or forklift/s** is/are required for de-stuffing, the same to be used and will be payable as used, as per schedule **2c** of price bid. These charges will also include loading the cargo on the trucks/trailers at CFS for onward dispatch. The use of crane/ forklift has to be got certified from the BHEL/BHEL CHA. CFS should ensure that the Out of charged cargo is kept in the designated area is secured and free of theft/pilferage. Any loss to BHEL on this account will be recovered from the CFS.
22. Ensure safe loading of de-stuffed cargo on vehicle for onward dispatch to manufacturing units / site. After loading of cargo of destuffed container on BHEL/CHA vehicles the contractor should ensure that the vehicle is moved outside only after lashing of packages and covering of tarpaulin.

23. CFS shall give **free storage** of **15 days** for containers (Container storage charges) after arrival of containers in the yard.
24. The free period will start from the date of entry of the container into the CFS
25. For reefer containers the Reefer plugging and monitoring charges will be paid separately as in **schedule-2d(H) of price bid**.
26. Provide full support to BHEL and their representative and ensure economical and efficient delivery.
27. After the BE is passed and customs examination is to be carried out, the CFS shall ensure that the container is available at the ground tier when the BHEL/CHA approach for clearance of consignment.
28. Container storage charges/ground rent shall not accrue for the period during which the CFS is not in a position to deliver the containers for reasons attributable to it when requested by the users, except Sundays and national holidays.
29. As BHEL will take all the physical delivery of imports no **auction charges** will be paid under any circumstances.
30. In case the hazardous cargo arrives in reefer container then the price quoted only against Hazardous containers at slno A3 of schedule 1a or slno B3 of schedule 1b of the price bid will be paid for loaded and de-stuffed container delivery respectively.
31. Contractor to provide composite charges in the price bid for schedule 1a, 1b for each activity as indicated in the price bid. No other charges shall be payable except those mentioned in the price bid.
32. Loading of cargo on to the trucks/trailers provided by the BHEL or our agent shall be completed by the Contractor on the same day. Priority will be given to BHEL/BHEL CHA vehicles provided for "GET IN".
33. The contractor shall ensure proper closure of doors of the containers at the time of loading / shifting. The container shall be secured to the road vehicle by all four bottom corner fittings.
34. In case of an accident in transit, or for any other reason, if a container needs to be transshipped on to another vehicle/chassis en route, the transshipment shall be carried-out by the contractor at his cost and risk. The contractor shall also be liable to pay the compensation/claims arising out of any damage to container and cargo, including the claims in respect of short deliveries, if any, occurring due to such mishaps. The contractor shall also be liable for any third party claims and damages including the Customs duties / damages for short deliveries, if any, occurring due to such mishaps. BHEL reserves the right to deduct such amounts from any amount payable to the contractor. The contractor is advised to take appropriate insurance coverage in against these unforeseen events.
35. In case of **copper** consignments weighment has to be done on advice of BHEL. Weighment charges on BHEL transporter/CHA vehicle, as part of Container Delivery process covering one weighment of empty truck and one weighment of truck with loaded container or cargo will be paid as per schedule of **2d(G)** of the price bid.
36. **Scanning charges:** scanning charges including detention of vehicle for scanning has to be quoted separately in optional charges at **2d(I)** in price bid. These charges will be paid against documentary

evidence like notice/email of customs department that should be enclosed with the invoice of the CFS.

37. **Custom examination charges:** The composite charges of Section VI, 1a and 1b of the price bid includes customs examination charges and Destuffing and Restuffing of cargo, Carried out for Custom Examination **upto 25%**.

Customs examination charges and Destuffing and Restuffing of cargo, Carried out for Custom Examination **above 25%** will payable as per rate quoted separately in optional charges at **2d (F)** in price bid. Copy of customs order to be enclosed with the bill.

38. As the **weighment of container** is done based on order of customs, container if selected for weighment by Customs then full container weighment charge will be payable as per rate quoted separately in optional charges at 2d(J) in price bid. Proof of order of weighment by customs to be enclosed with the invoice/bill. Revised.

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

40. **Parking charges** shall be paid against certification from BHEL.

41. Fumigation charges if applicable is to informed prior to delivery of the consignment against certification from BHEL.

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

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

43. Empty Containers to be returned on the same day or within 24 hours of cargo gate-out. Any detention incurred on the containers due to no return / delayed return of Empty containers will be deducted from the bills.

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

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

- i. Charges towards Transportation of loaded Container from terminal yard /NHAVA SHEVA PORT (JNPCT, GTI, BMCT , NSIGT & NSICT) to CFS & CFS Annex,
- ii. Lift- off from vehicle, Lift on from CFS stack, Transportation within CFS,
- iii. Grounding for Custom Examination, seal breaking,
- iv. stuffing the cargo back after custom examination in to the container,
- v. locking/sealing of the container,
- vi. lift on & Loading the container on BHEL trailer etc for onward dispatch.
- vii. Destuffing and Restuffing of cargo carried out for Custom Examination.
- viii. Handling charges for loaded delivery



- ix. Survey housekeeping, container tracking
- x. Fuel and Energy Surcharge and weighing charges,
- xi. Documentation and processing Charges
- xii. Seal verification, shifting to designated area or elsewhere with CFS.
- xiii. spreader beam and low bed charges
- xiv. Road/traffic clearance for ODCs

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

- i. Charges towards Transportation of loaded Container from terminal yard/ NHAVA SHEVA PORT (JNPT / DP WORLD / GTI / NSICT / Gateway Terminal to CFS & CFS Annex,
- ii. Lift- off from vehicle, lift on from CFS stack, transportation with CFS,
- iii. lift off at de-stuffing point for Custom Examination & De-stuffing,
- iv. stuffing the cargo back after custom examination in to the container,
- v. locking/sealing of container after examination and lift on of empty Containers from de-stuffing point to empty yard including transportation within CFS
- vi. lift off at CFS stack, etc.
- vii. Destuffing and Restuffing of cargo, Carried out for Custom Examination.
- viii. Handling charges for de-stuff delivery.
- ix. Survey housekeeping, container tracking
- x. Fuel and Energy Surcharge and weighing charges
- xi. Documentation and processing Charges
- xii. Seal verification, shifting to designated area or elsewhere with CFS.
- xiii. Spreader beam and low bed charges.
- xiv. **No separate empty offloading / LOLO charges will be paid**
- xv. **Empty Containers to be returned on the same day or within 24 hours of cargo gateout. Any detention incurred on the containers due to no return / delayed return of Empty containers will be deducted from the bills.**

- c. **Storage Charges for containers (refer Price bid clause 2a) – 1<sup>st</sup> 15 days of storage charges will be free to BHEL. Bidder will have to quote rates for 16<sup>th</sup> day to 30<sup>th</sup> day and 31<sup>st</sup> day onwards.**
- d. **Cargo loading charges:** Loading of cargo on vehicles/ truck/ trailers of BHEL/BHEL transporter at CFS (on gross weight) for onward dispatch to site/factory. This charges will be payable only in case of de-stuffed delivery. This will be also applicable for loading of cargo after ex-bonding. Refer to clause **2b** of the price bid. Machine/equipment/ manpower etc are to be arranged by the contractor/CFS.
- e. **Additional / Optional Charges** shall be payable as per schedule 2d of price bid
- f. **In case of warehouse BOE, Bonding charges will be paid as per Price Bid schedule 2e**

SIGNATURE AND SEAL OF TENDERER

## SECTION II

### INSTRUCTIONS TO BIDDERS

- 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 Bidder shall clearly mention Tender Reference No (RE/MUM/IMP/AC/CFS-2009), bidder name and type of bid (Techno Commercial Bid or Price Bid) in subject of both emails. For example a subject for techno commercial bid from M/s XYZ should be RE/MUM/IMP/AC/CFS-2009- M/s XYZ- Techno Commercial Bid.
- 3.0 Bidders are requested to restrict attachment size in each mail to **upto 10MB**. In case attachment size is more than 10 MB then techno commercial offers can be sent via part Emails. Subject should be M/s XYZ should be RE/MUM/IMP/AC/CFS-2009- M/s XYZ- Techno Commercial Bid- Part1\4 (in case mail is divided in 04 parts).
- 4.0 BHEL is not responsible for late receipt of offers due to any reason like network issue, attachment size, wrong Email address.
- 5.0 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.
- 6.0 The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
- 7.0 The price offer must be made only in the Price Bid formats enclosed with this tender and at no other place. **The prices are not to be entered or submitted in the technical BID**
- 8.0 **Price bid should be submitted in password protected Excel sheet/ PDF, in format prescribed in the tender (no deviation from format is allowed). All Technically qualified parties will be requested to share their respective password of price bid at the time of opening of Price bid (date and time of price bid opening will be intimated later via mail).**
- 9.0 The offers shall be kept valid for a period of 60 days from the date of opening of the tender.
- 10.0 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.
- 11.0 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.

- 12.0 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.
- 13.0 All corrections made in the bid should be initialed. In case of price bids, company seal should also to be affixed at all corrections.
- 14.0 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.
- 15.0 The acceptance of tender shall be intimated to the successful bidder through a Letter of Award (LOA). The contractor shall be required to submit security deposit as per the Tender document, within three days of LOA which should be valid up to three months after the expiry of the contract period as specified in the Letter of Award. 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 Award may be considered as withdrawn and suitable action will be taken as per company policy.

Offers of those bidders either whose performance is not satisfactory with BHEL in last three years or Risk purchase has been initiated/operated by BHEL in last three years, shall not be considered for evaluation. Also offers of those bidders who are sister concern/partners/subsidiary/Co subsidiaries or group companies of such companies whose performance with BHEL is not satisfactory or Risk purchase has been initiated/operated by BHEL in last three year, shall not be considered for evaluation

SIGNATURE AND SEAL OF TENDERER

**SECTION –III**

**SPECIAL CONDITIONS**

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

**(2) Payment Terms:**

- 1.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 1.2 All taxes will be paid separately. Tax elements will be shown separately.
- 1.3 The invoices to be signed and stamped or digitally signed
- 1.4 The CFS charges for cargo shall be paid **in Indian Rupees**.
- 1.5 The payment of the bill will ordinarily be made within (30) thirty working days after the receipt of clear and complete Bill in all respects as per the terms of the contract. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.
- 1.6 100% payment of the charges will be made by BHEL by RTGS against the bill submitted with all documents from BHEL.
- 1.7 The bills are to be submitted on next Thursday of each week for works completed in the previous week, along with covering letter enlist the total no. of invoices raised. All the bills should be submitted in duplicate i.e one original and one copy.

**(3) Evaluation Criteria:**

1. **Offers of parties not fulfilling in the Qualification criteria will be rejected.**
2. **Price bids of parties not agreeing in the Techno- commercial Bid will be rejected.**
3. The schedule 1a, 1b, 2a and 2b of price bid are evaluation schedule
4. **The offers will be evaluated on the basis of the total price. Total price =** sum of rate quoted in schedule 1.a of section VI for 20' x load for **20'** (Column 3 to 4) + sum of rate quoted in schedule 1.a of section VI for 40' x load for **40'** (Column 5 to 6), **for A1 to A5** + sum of rate quoted in schedule 1.b section VI for **20'** x load (Column 3 to 4) + rate quoted in schedule 1.b of section VI for 40' x load for **40'** (Column 5 to 6), **for B1 to B5** + sum of Storage charges of **schedule 2a** as per indicated load for respective container size, **for C1 to C3** + sum of loading charges of **schedule 2b** as per the indicated load (E1) + sum of crane / forklift charges as per indicated load in **sl no 2c**.

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

SIGNATURE AND SEAL OF TENDERER

## SECTION IV

## Qualification Criteria

Sn	Description	Remarks /documents to be enclosed
1.	Bidder must have an average annual turnover of the company not less than Rs 20 Lacs for the last three Years ( i.e. average for year 2016-17, 2017-18, 2018-19).	CA certificate with UDIN number
2.	CFS should be declared as a Customs Area under Section 8 of the Customs Act, 1962 vide customs notification	Customs notification to be uploaded.
3.	Bidder should have at least last 3 financial years' experience in CFS operations. Minimum no. of TEUs required for each financial year to be 560 nos.	CA certificate with UDIN as per attached format
4.	Certificate of Incorporation in respect of Ltd Co	Copy of certificate
5.	Valid AEO LO certification in the name of the bidder	Copy of certificate
6.	Letter of authorization for signatories to act on behalf of the company	Letter to be attached
7.	CFS yard has been using RFIDs to quickly locate the position of the container lying anywhere in CFS	A self certification on Letter head duly signed by authorized signatory
8.	Bidder should have Certificate stating not banned on business dealing by Central Govt. / PSU / State Govt.	Self Declaration on company's letter head enclosed
9.	The parties should NOT have been referred to BIFR / NCLT or declared 'SICK' by any Statutory Authority.	Self Declaration on company's letter head enclosed
10.	Bidder should have PAN no and GST registration	Self attested PAN copy and GST registration certificate is to be enclosed.
11.	Bidder should have Customs DPD permission letter along with codes of all the terminals	Copy to be enclosed
12.	Road Distance of CFS from Nhava Sheva port	_____Kms
13.	The time period of 24hrs clocked for calculation of storage ( gate in and gate out ) to be specified :  For example: from 00:00 hrs to 00:00 hrs. / from 8:00 to 8:00 hrs	_____

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

Seal of the Company  
& Date

Signature & Name of bidder

## Format of CA certificate:

Sn	Description	2016-17	2017-18	2018-19
1.	Total Turn Over of Company in Rs. Lakhs			
2.	Turnover for CFS operations Rs. Lakhs			
3.	No of TEUs handled			

**FORMAT FOR TECHNO- COMMERCIAL BID**

Sn	Description	Remarks
1.	EMD Details. Email with the UTR details to be provided on submission of EMD	UTR no. of the submitted EMD to be provided
2.	Name, address of office, Tel. No. of office, Fax No. and Email ID:	To be submitted
3.	<b>PAYMENT TERMS:</b> As Specified in the tender.	Agreed
4.	<b>INDEMNITY:</b> Agent shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
5.	<b>VALIDITY:</b> The period of contract will be for 6 months with the provision of further extension up to 6 months by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for 2 more months. ( ref cl 1.11 pg 15)	Agreed
6.	The quantity of Containers indicated is based on the preliminary estimates and may undergo change.	Agreed
7.	<b>RISK PURCHASE:</b> In the event of failure of CONTRACTOR to execute the contract offered to them within 15 days, BHEL reserves the right to use alternative source at their risk and cost and extra expenditure incurred if any shall be borne by the CONTRACTOR.	Agreed
8.	We have understood the scope of work and accordingly have quoted the prices in the price bid schedules. No other charges will be paid except those mentioned in optional charges wherever applicable.	Agreed
9.	<b>All Taxes</b> will be paid separately. All Tax elements shall be shown separately in the invoice.	Agreed
10.	Offer shall be valid for two months from the date of opening of tender	Agreed
11.	Any Port storage / ground rent charged by Port on BHEL due to non-movement of the containers within port free time will be borne by the CFS / deducted from CFS bills. ( applicable for conditions other than force Majeure) – pg no. 5, sl no. 5	Agreed
12.	Empty Containers to be returned on the same day or within 24 hours of cargo gateout. Any detention incurred on the containers due to no return / delayed return of Empty containers will be deducted from the bills. pg no. 8, sl no. 44	Agreed
13.	GST shall be paid ONLY on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. CONTRACTOR TO COMPLY WITH GST LAW AND IT'S REQUIREMENT. IF ANY PENALTY OR INTEREST IS INCURRED BY BHEL DUE TO NON-COMPLIANCE BY CONTRACTOR, THE PENALTY/INTEREST INCURRED WOULD BE RECOVERED FROM THE CONTRACTOR	Agreed
14.	Bidders should have own or should arrange for space / area in bonded warehouse as and when required at the rates agreed	agreed

SIGNATURE AND SEAL OF TENDERER

**SECTION V****GENERAL TERMS AND CONDITIONS**

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

- 1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorized to deal with this contract.
- 1.2 "CFS" shall mean Container Freight station as per the Customs Act.
- 1.3 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" where the context so requires.
- 1.4 "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.5 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the 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), .
- 1.6 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement that will be signed between BHEL and CFS as per Annexure-A.
- 1.7 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.8 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.9 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.10 "VALIDITY OF THE CONTRACT" The period of contract will be for 6 months with the provision of further extension up to 6 months by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for 2 more months.
- 1.11 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- 1.12 "Reefer Container" shall mean a refrigerated container used for carriage of perishable goods with provision for electrical supply to maintain the desired temperature.
- 1.13 "Hazardous Container" shall mean a container containing hazardous goods as classified under IMO.
- 1.14 "Free period" shall mean the period during which cargo/container shall be allowed storage free of demurrage charges/ground rent charges/storage charges .

- 1.15 "Over dimensional container" or ODC shall mean a container carrying over dimensional cargo beyond the normal size of standard containers and needing special devices like slings, shackles, lifting beam etc.
- 1.16 "Full Container Load" (FCL) shall mean a container containing cargo belonging to one consignee in the vessel's manifest.
- 1.17 "Less than a Container Load" (LCL) shall mean a container containing cargo belonging to more than one consignee in the vessel's manifest.
- 1.18 TEU means Twenty Equivalent Units – term for ISO container. FEU means Fourty Equivalent Units – term for ISO container. Wherever rates for FEU are not mentioned it will be taken as twice of TEU rates.
- 1.19 The 'free time' will commence after the container reaches the CFS from the Port Container Yard in that B/L.
- 1.20 "Tonne" means one metric Tonne of 1,000 kilograms or one cubic meter.
- 1.21 "Area in sq meter" means length of package x breadth of package provided in pkg list /BL
- 1.22 JNCH means Jawaharlal Nehru Customs house.
- 1.23 Nhava Sheva ports means all the terminals in the port, i.e., JNPCT, NSICT, NSIGT, BMCT & 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
- 3.2 and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

## **4.0 LICENCE/PERMISSION/REGISTRATION**

- 4.1 Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor shall also be liable for producing for inspection such certificates and licences as may be required by the Local/State/Central Authorities or BHEL as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Contractor shall be entertained by BHEL for any breach of the provisions/Acts or laws by the contractor.



## 5.0 INVOICES AND PAYMENTS

- 5.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 5.2 All Taxes will be paid separately. Tax elements shall be shown separately in the invoice.
- 5.3 The CFS charges for cargo shall be paid **in Indian Rupees**.
- 5.4 The payment of the bill will ordinarily be made within (30) thirty working days after the receipt of clear and complete Bill in all respects as per the terms of the contract. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.
- 5.5 100% payment of the charges will be made by BHEL by RTGS against the bill submitted with all documents from BHEL.
- 5.6 The bills are to be submitted on next Thursday of each week for works completed in the previous week, along with covering letter enlist the total no. of invoices raised. All the bills should be submitted in duplicate i.e one original and one copy.
- 5.7 The contractor shall prepare and submit bills in prescribed forms based on the quantum of work handled / transported during the previous month. *(The format in which the bills should be prepared by the contractor shall be in tune with the format in which BHEL's reports are prepared. This will help to check the bills faster.)* Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, **including TDS** and/or any other levies at the prescribed rates.
- 5.8 The documents to be submitted along with bills are as follows:
- a. Invoice duly signed and stamped/ digitally signed as per the Price bid Schedule
  - b. B/L copy ( will be provided by BHEL)
  - c. RDA COPY (will be provided by BHEL)
  - d. BE copy
  - e. Requisition of crane / forklift by CHA.

**GST shall be paid ONLY on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. CONTRACTOR TO COMPLY WITH GST LAW AND IT'S REQUIREMENT. IF ANY PENALTY OR INTEREST IS INCURRED BY BHEL DUE TO NON-COMPLIANCE BY CONTRACTOR, THE PENALTY/INTEREST INCURRED WOULD BE RECOVERED FROM THE 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 approval of BHEL.

## 7.0 RISK PURCHASE:

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

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

**8.0 OBSERVANCE OF LOCAL LAWS :**

- 8.1 The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 8.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable/levied on account of any of the operations connected with the execution of this contract.
- 8.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

**9.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:**

- 9.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 9.2 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 9.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 9.4 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

**10.0 INSURANCE:**

- 10.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 10.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- 10.3 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 10.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

**11.0 FORCE MAJEURE:**

The following shall amount to force majeure conditions:-

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

**12.0 PREVENTION OF CORRUPTION:**

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

**13.0 ARBITRATION**

- 13.1 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 BHEL.
- 13.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 13.3 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.
- 13.4 The cost of arbitration shall be borne as per the award of the Arbitrator.

- 13.5 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.
- 13.6 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.
- 13.7 **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.

**14.0 LAWS GOVERNING THE CONTRACT:**

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

**13.0 INDEMNITY:**

- 13.1 The Contractor shall indemnify and keep indemnified BHEL all losses, claims, demurrage, detention etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

**14.0 SECURITY DEPOSIT:**

- 14.1 Successful bidder shall submit 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
- 14.2 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)

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

14.4 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 six **(6) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

#### **15.0 EARNEST MONEY DEPOSIT:**

14.3 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)

14.4 EMD of the Tenderer will be forfeited if:

.4.1 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.

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

.4.3 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.

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

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

14.7 EMD shall not carry any interest.

**16.0 DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER**

- 16.1 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 16.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 16.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 16.1 and 16.2 above.
- 16.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 16.5 In case bid is asked only in figures then above will applicable for figures only.

**17.0 REQUIREMENTS OF PERFORMANCE.**

- 17.1 All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.
- 17.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- 17.3 The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.
- 17.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Contractor at his own cost.

**18.0 SHORT – LANDED OR DAMAGED GOODS.**

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

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

**19.0 CONSTITUTION OF THE FIRM**

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

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

**21.0 SUBLETTING NOT ALLOWED**

The contractor shall not sublet, transfer, or assign the contract or any part thereof. In case the contractor contravenes this condition, BHEL shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him.

- 22.0 **JOINT SURVEY:** Situations may arise during the course of handling / transportation of containers and cargo when a container or cargo meets with an accident. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of BHEL / Consignor / Consignee / Insurance Company,/BHEL representative etc. for assessment of loss/damage to cargo and / or container. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the contractor shall be under obligation to issue "Damage Certificate" or "Short landing certificate" to the Consignor/ Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by BHEL. Settlement of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor shall be required to settle all claims/liabilities, whatsoever, against BHEL, which come to BHEL under all such situations. The contractor may undertake to repair the damaged container, which has met with an accident under his custody, at

his own initiative. This he shall do to the complete satisfaction of the concerned shipping line / BHEL to which the container belongs to at the time of accident.

**23.0 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](http://www.bhel.com). **The link for the same is available at** [http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_adbridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf)

**24.0 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."

**25. Reverse Auction**

For detailed information regarding reverse Auction procedure, please refer BHEL Reverse auction Policy available at <http://www.bhel.com/index.php/vender>

**26. 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."

SIGNATURE AND SEAL OF TENDERER



**SECTION VI**  
**FORMAT FOR PRICE BID**

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

Sn	Charges towards Transportation of loaded Container from terminal yard /NHAVA SHEVA PORT (JNPT / DP WORLD / GTI /NSICT/ Gateway Terminal) to CFS & CFS Annex, Lift- off, Lift on from CFS stack, transportation within CFS, Grounding for Custom Examination, seal breaking, stuffing the cargo back after custom examination in to the container, locking, lift on & Loading the container on BHEL trailer etc.	Load – No of Cntr's							
1	2	3	4	5	6	7	8	9	10
	Type of containers	20'	20'	40'	40'	20'	20'	40'	40'
	Gross weight of Container	<27MT	>27MT	<27MT	>27MT	<27MT	>27MT	<27MT	>27MT
A1	Dry Cargo Containers (GP/HC/ OT in gauge)					0	0	3	0
A2.	Reefer Cargo Containers with Genset vehicles					0	0	0	0
A3	Hazardous Cargo Containers					0	0	0	0
A4	ODC/OOG cargo Container					0	0	0	0
A5	ODC cargo Container on semi/ low bed trailer (cargo height >3mtr)					0	0	0	0

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

- i. Charges towards Transportation of loaded Container from terminal yard /Nhava Sheva PORT (JNPT / DP WORLD / GTI /NSICT/ Gateway Terminal etc) to CFS & CFS Annex, including toll & other levies/charges
- ii. Lift- off from vehicle, Lift on from CFS stack, Transportation within CFS,
- iii. Grounding for Custom Examination, seal breaking,
- iv. stuffing the cargo back after custom examination in to the container,
- v. locking/sealing of the container,
- vi. Lift on & Loading the container on BHEL trailer etc for onward dispatch.
- vii. Destuffing and Restuffing of cargo carried out for Custom Examination upto 25%.
- viii. Handling charges for loaded delivery including stacking of cargo in warehouse
- ix. Survey housekeeping , container tracking
- x. Fuel and Energy Surcharge and weighing charges
- xi. Documentation and processing Charges
- xii. Seal verification, shifting to designated area or elsewhere with CFS.
- xiii. spreader beam and low bed charges
- xiv. Road/traffic clearance for ODCs

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

Sn	Charges towards Transportation of loaded Container from terminal yard/ NHAVA SHEVA PORT (JNPT / DP WORLD / GTI / NSICT / Gateway Terminal to CFS & CFS Annex, Lift- off, lift from CFS stack, transportation with CFS, lift off at de-stuffing point for Custom Examination & De-stuffing, stuffing the cargo back after custom examination in to the container, locking and lift on of empty Containers from de-stuffing point, transportation within CFS, lift off at CFS stack, etc	Load – No of Cntr's-							
		1	2	3	4	5	6	7	8
	Type of containers		20'	20'	40'	40'	20'	20'	40'
	Gross weight of Container		<27MT	>27MT	<27MT	>27MT	<27MT	>27MT	<27MT
B1	Dry Cargo Containers (GP/HC/OT in gauge)						36	11	216
B2.	Reefer Cargo Containers with Genset vehicles						0	0	0
B3	Hazardous Cargo Containers						0	0	0
B4	ODC/OOG cargo Container						5	0	14
B5	ODC cargo Container on semi /low bed trailer (cargo height >3mtr)						0	0	0

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

- Charges towards Transportation of loaded Container from terminal yard/ Nhava Sheva PORT (JNPT / DP WORLD / GTI / NSICT / Gateway Terminal to CFS & CFS Annex, including toll & other levies/charges
- Lift- off from vehicle, lift on from CFS stack, transportation with CFS,
- lift off at de-stuffing point for Custom Examination & De-stuffing,
- stuffing the cargo back after custom examination in to the container,
- locking/sealing of container after examination and lift on of empty Containers from de-stuffing point to empty yard including transportation within CFS
- lift off at CFS stack etc.
- Destuffing and Restuffing of cargo, Carried out for Custom Examination upto 25%.
- Handling charges for de-stuff delivery .
- Survey housekeeping , container tracking
- Road/traffic clearance for ODCs
- Fuel and Energy Surcharge and weighing charges
- Documentation and processing Charges
- Seal verification, shifting to designated area or elsewhere with CFS.
- spreader beam and low bed charges
- Loading of cargo on BHHEL/CHA vehicles/truck /trailer at CFS will be as per clause 2b of price bid
- No separate empty offloading / LOLO charges will be paid**
- Empty Containers to be returned on the same day or within 24 hours of cargo gateout. Any detention incurred on the containers due to no return / delayed return of Empty containers will be deducted from the bills.**

**2a. Storage Charges for containers:**

Sno	Storage Charges - Loaded Containers	For Dry/ GP/ HC / OT Containers	Normal		ODC/OOG		Reefer /haz		TOTAL
	No. of days	Rate per day per TEU (Rs.)	20'	40'	20'	40'	20'	40'	Nos
C1	1 st to 15th Day	Free	40	186	4	24	0	3	471
C2	16th to 30th Day		5	22	1	3	0	0	55
C3	31st Day onwards		2	11	1	1	0	0	28

Note:

- Storage charges for Flat Rack (ODC) and Open Top (ODC) containers will be paid at 1.5 times of above normal rate.
- Storage charges for **Reefer / Hazardous** containers will be paid at 1.25 times of the above normal rate
- The start date will be arrival date of each container as per B/L in CFS YARD ( to be certified by BHEL in case of storage charges ).

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

Sn	Operation	Unit	Charges in Rs	Tentative load in MT
D1	Loading of cargo on vehicles/ truck/ trailers of BHEL/ BHEL transporter at CFS (on gross weight) for onward dispatch to site/factory	Per MT		4750

**2c. Forklift / Crane Charges**

Sn	Operation	Unit	Charges in Rs container	Tentative Load
E1	<b>Fork Lift Charges:</b>			
E1.1	For capacity 0 MT to 5MT	Per container		<b>180</b>
E1.2	For capacity 5 MT to 10MT	Per container		<b>120</b>
E2	<b>Crane charges / Hydra :</b>			
E2.1	For capacity upto 10 - 30MT	Per container		<b>30</b>
E2.2	For capacity upto > 30 MT	Per container		<b>15</b>
	( Refer clause 21 of detailed scope of work)	Per container Per container		

**2d. Additional charges/ Optional charges :**

Sn	Operation	Unit	Charges in Rs
F	Destuffing and Restuffing of container above 25% of the total cargo Carried for Custom Examination	per TEU	<b>2500</b>
G	Weighment charges on BHEL transporter / CHA vehicle, as part of Container delivery process covering one weighment of empty truck and one weighment of truck with loaded container or cargo ( Refer clause 37 of detailed scope of work)	Per truck	<b>250</b>
H	For reefer containers the Reefer plugging and monitoring charges ( Refer clause 25 of detailed scope of work)	per day per container	<b>2350</b>

I	Scanning charges including detention of vehicle for scanning if any. This charge will be paid against customs order enclosed with the bill.	Per TEU	2150
J	Weighment charges for containers including vehicle detention in case the container is selected by customs for Weighment. This also includes manpower and other related charges.	Per TEU	850
K	Parking charge of BHEL transport vehicles ( Payable if the transporter vehicle placed by BHEL is not gated out on the same day due to issue in clearance / incomplete documentation	Per Vehicle per day	100
L	Fumigation charges	Per TEU	1400

2e	CHARGES FOR BONDING OF THE SHIPMENT		
Sn	Operation	Unit	Charges in Rs
M1	STORAGE CHARGES FOR BONDED CARGO ( min 4 weeks payable)	per week per sqm	95
M2	Movement / shifting & TRANSPORTATION FOR MOVEMENT TO BONDED AREA and all associated charges including empty offloading	per teu	
M3	INSURRANCE	% on cargo value + duty as declared in warehouse BOE	0.25

**\*cargo handling charges will be paid as per 2b of the price bid schedule**

2. Excel Sheet will be uploaded with the load data. Bidders are required to fill only the rates in the cells marked ( in yellow )

3. Tender will be finalized through Reverse Auction.

4. Rates in 2d ( optional charges ) is fixed and final and will not form a part of the RA.

5. Rates in 2e will not form part of the RA ( M1 & M3 is fixed and M2 is to be quoted)

5. No charges other than those mentioned above will be paid.

SIGNATURE AND SEAL OF TENDERER

**SECTION VII**

*(Letter of compliance on Company's Letter Head)*

Ref No:

Date:

To,

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

**Sub: Your Tender no RE/MUM/IMP/AC/CFS-2009**

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.

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

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER

DSR format:

Sr No.	BHEL DOCKET NO.	Container No	JO No	Size	Type	In Date	Vessel	LINE
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IGM No.	Item No.	CHA	BOE No	De-stuff Date & Time	Seal No	Date of empty return	No of Pkgs	Remarks
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