


**TENDER FOR APPOINTMENT OF CONTRACTOR FOR
OCEAN FREIGHTING OF PROJECT CARGO FROM ANTWERP
TO MUMBAI PORT**

TENDER NO: RE/MUM/IMP/HY/IS-1926

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

:31.07.2019

: 1500 Hrs

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Important Details of the Tender

Name and Contact Details of the Person for Queries in the Tender	(1) Pallavi Gupta Sr Engineer, Imports, BHEL Phone : 022-22171355 Mobile : 7506645318
EMD Amount	Rs 291692/- (Two Lakhs ninety one thousand six hundred ninety two only)
Time Limit for EMD Submission	15:00 Hrs on 31/07/2019
Last Date of Submission of the Tender through e-Procurement system	31/07/2019, 1500Hrs.
Tender Opening Date	31/07/2019, 1515 Hrs.

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

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

In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk of abcprocure at 079-40270549/560/590 or BHEL representative, Pallavi Gupta at 022-22171355. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

1. The offers shall Include

1) **EMD :-**

The EMD of Rs. 291692/- to be submitted through NEFT/RTGS only. The fund may be transferred to the following account.

BHEL Bank Account details:

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

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

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

The techno commercial bid is to be filled and required documents uploaded online on E-Tendering Portal of BHEL at web address <https://bhel.abcprocure.com/EPROC/> latest by **15:00 Hrs on the day of Tender submission date.** Please ensure to upload the clear scanned documents wherever are asked for in the tender and is required as part of technical bid on the portal. This includes documents required as per Qualification Criteria of Techno commercial Section, all self certification as per Techno commercial section, entire tender document along with blank price bid duly

signed and stamped on each page by authorized signatory, compliance letter on company's letter head, amendment if issued to the tender with sign and seal on each page. Hard copies of commercial offers shall not be accepted for evaluation.

3) Price Bid /Reverse Auction :-

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

Instruction for Participation in the Tender through eProcurement

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

SECTION – I

Scope of Work

BHEL intends to appoint a Contractor for ocean freighting of Project Cargo from our supplier M/s GE Global Parts ,to Mumbai Port. Cargo will be delivered on FOB terms at Antwerp Port. Detailed specifications and scope are covered in Section . I.

Names addresses of the Contact Persons for this tender are:

Description	Generator & Packages
PO No	R617P00188 , dtd : 27.03.2018
IMPORTS FROM	FOB Antwerp SEA PORT
LOAD PORT TERMINAL	Muisbroeklaan quay 466-484, 2030 Antwerp, Belgium
DISCHARGE PORT	Mumbai Port
BHEL UNIT	Hyderabad
Stackability	As per packing list attached.
Tentative Readiness(TENTATIVE) Packing List attached for both LOT	LOT 1 : 17.08.2019 LOT 2 : 30.10.2019
SUPPLIER DETAILS	M/s GE Global Parts & Products GMBH, BROWN BOVERI STRASSE 7, BADEN , SWITZERLAND

SCOPE OF WORK

(1) Ocean Freighting of Project Cargo from FOB Antwerp Port to Mumbai Port **(Detailed packing list attached)**

(2) Trucking and Handling of cargo (Optional) : **This activity is optional. If BHEL fails to take under hook delivery of the packages, contractor must make necessary arrangement for receiving the cargo under hook and unloading the packages at nominated storage area. Re-loading the packages on BHEL vehicles from storage area will be the responsibility of Contractor. Heavy lift packages more than 80 MT must be placed on stool at plot / storage area. No separate charges will be payable for Stools used. (Detailed packing list attached)**

(3) Supplier needs 15 days advance information on the vessel details for movement of cargo

(4) **The terminal at load port is fixed and will not change. The supplier will hand over FOB cargo at the nominated declared terminal only. Incase due to some reason , the terminal at Load Port is changed by the Forwarder , any movement from terminal - Muisbroeklaan quay 466-484, 2030 Antwerp, Belgium to other terminal at load port**

will be at risk and cost of the forwarder including carrying out cargo insurance for the movement.

Notes for Detailed Scope of Works

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1. The above information is based on Engineering design; however the same may vary for actual consignment.

The payment of Freight / Handling charges will be made at actuals as per the weight / CBM (whichever is higher) mentioned in the final packing List issued by supplier.

The final packing list may vary at time of shipment and the payment will be made at actual freight ton being imported.

(Conversion factor Ocean freight:- 1CBM=1 MT(freight ton).

For entire cargo the payment will be made as per the freight ton shipped

2. The heavy lift (H/L) and ODC package is non Stackable and is to be discharged on wharf / Trailer arrange by Contractor/BHEL at discharge port . (stackability as per packing list enclosed)

Some cargo of the packing list is of **Hazardous (HAZMAT) nature**. The Contractor / Contractor's load Port associates must find out the actual nature and volume of all these accessories by close interaction with the supplier before booking space in the vessel to avoid any instances of **DEAD FREIGHT**; Payment will be made only on the actual volume / Gross weight of the cargo shipped (Conversion factor 1 CBM = 1 Freight Ton). These packages will have to be discharged on the wharf or on Trucks arranged by contractor/BHEL at Discharge Port. **The payment Cargo will be made according to actual freight ton freighted (imported)**

Stacking instructions: As per packing list attached

Tilt ability of package: All Packages are **not** tiltable.

Type of package: Is as provided in the enclosed master packing list.

The contractor / his Load Port agent should establish contact with Supplier / his agent to confirm the nature, volume and status availability of cargo. Cargo is ready and supplier needs 15 days time for handing over of packages to BHEL's forwarder at Load Port (i.e. transportation time between GE works to Loading port at Antwerp).

On confirmation of vessel arrangement from the contractor /Freight Forwarder/his agent, cargo will be moved to Antwerp Port by our supplier. The contractor should give at least 15 days notice to supplier/his agent to enable them deliver the cargo on FOB terms at the load Port to match the vessel nominated by the contractor. *(This is to ensure cargo is available at load Port before vessel arrival to avoid situations of "DEAD FREIGHT". The contractor has to suitably coordinate with supplier/his agent to ensure the same.)*. **BHEL under no circumstances will pay Dead Freight.**

The contractor has to nominate the vessel & terminal within 3 days of LOA date (LOT1) / shipper's intimation (LOT 2) .

The lay can of the vessel should be within the 18 days of LOA date (LOT1) / shipper's intimation (LOT 2).

However the contractor / his load port associate must ensure close co-ordination with GE and ensure the nature, volume and availability of the cargo and place vessel accordingly to avoid situations of “DEAD FREIGHT”).

Any Storage charges arise out of mis-cordination between supplier and forwarder will have to be borne by forwarder

1. Coordinate closely with the shipper/supplier (*refer General Information for full address*) to confirm the actual nature and volume of the cargo and its availability and then arrange suitable vessel. It will be responsibility of contractor to get the required permission for hazardous cargo in co-ordination with supplier
2. Coordination with the shipper/supplier (*refer General Information for full address*) to ensure dispatch and delivery of cargo at the nominated port to match vessel sailing schedule.
3. Contractor has to ensure that Vessel should be suitable to load and discharge the cargo by its own gear. Use of Shore cranes is not permitted
4. Contractor to ensure that there is no pilferage of cargo being transported in loose/packed condition.
5. Contractor shall arrange for receipt and acceptance of cargo on board the nominated vessel at load port (*Cargo will be delivered FOB by supplier/his agent.*)
6. Arrange/coordinate for insurance survey at the time of loading at load port, unloading at discharge port and arrange to submit survey report to BHEL immediately after the cargo is loaded/ unloaded on/from the vessel. The surveyor will be nominated by BHEL/BHEL underwriter and payment to this surveyor will be made by BHEL/BHEL underwriter. Contractor to provide all ship details in advance as required by the underwriter and provide documents like Vessel Stowage Plan, Sea Fastening Plan and Calculations, Logistics Plan and any other document required by underwriter/Surveyor. Surveyor will attend and approve the packing, loading, stowage and lashing arrangements on the carrying vessel including unloading arrangement thereafter. All recommendations of the surveyor are to be complied with by the contractor.
7. **Draft BL** has to be forwarded to BHEL in **2 days** in advance of vessel arrival at load port for approval. Contractor to ensure the each invoices & packing list corresponds to each BBU (i.e. each BBU will have separate invoice/packing list). Final BL should be handed over within 5 days of sailing of vessel.
In-case of delay in handing over of OBL (due to no fault of BHEL), per day penalty will be 1 % of total Price of Shipment. Maximum Penalty due to delay in handing over of OBL will be 10 % of total Price of Shipment.
8. All the cargo in this consignment is to be shipped **under deck** only. Over deck stacking and shipping is strictly prohibited. **Transshipment of cargo is prohibited.**

9. Safe Discharge of Heavy Lift Cargo and non heavy lift cargo including hazardous cargo at discharge port on to Barges / Trucks / Trailers. (*Barges/ Trucks/Trailers will be arranged by the Contractor/BHEL*).
10. Stevedoring charges if any at both the Load and Discharge Port shall be on Contractor's account.
11. The contractor will have to coordinate with BHEL transporter for correct and exact movement of Trailer to match Vessel arrival at discharge Port. It will be responsibility of the contractor to arrange for the loading of cargo at discharge port in BHEL vehicle.
12. All taxes, charges and dues of vessel if any during execution of this contract shall be on Contractor's account both in load port and in the discharge port.
13. Contractor will be responsible for obtaining DO. The contractor shall arrange to issue examination D.O. as and when required without OBL, without any extra cost to BHEL.
14. Contractor will follow all local laws / acts / rules prevailing in Transit while transporting the cargo without any liability to BHEL and indemnify BHEL from any mishap / claims while undertaking the work.
15. No additional heavy lift surcharge, or any other shipping line charge or any other charges at load port or destination port will be paid. Charges specified in the Price Bid will only be paid..
- 16. In case of any congestions at discharge port, the contractor shall do all necessary work for vessel berthing at discharge port. BHEL shall not be responsible for any vessel idling/detention charges due to delay in berthing including:**
 - a. **Delay in allocation of berth at discharge port**
 - b. **Delay in berthing for the want of arrangement of requisite Trucks/Trailers for direct delivery from the vessel.**
17. The contractor shall furnish the following:-
 - a. The final packing list received from supplier for shipment to be immediately forwarded to BHEL in advance.
 - b. Draft BL to be forwarded to BHEL in advance for confirmation. A scanned copy of B/L to be sent to BHEL.
 - c. Cargo arrival notice along with ETA of the vessel to be communicated in advance at both at load port and discharge port.
 - d. The contractor shall furnish Prior IGM filed with Indian customs atleast 2 days ahead of vessel arrival at discharge port.
18. Hook-on/Hook-off at Discharging Port shall be to the Contractor's account. Loading and discharging of the Cargo at discharge Port including Stevedoring Operations shall be the responsibility of the Contractor.
19. Trucking & Handling: of the cargo from under vessel hook to offloading at the Discharge Port nominated storage area. Payment for this Trucking and Handling will be made only if BHEL is unable to receive cargo under-hook of the vessel. BHEL will provide minimum 7 days intimation that the vehicle/s will be arranged under hook delivery by BHEL or other wise.
If BHEL does not take under hook delivery and cargo is offloaded at the Discharge port nominated storage area by contractor then It will be

responsibility of the contractor to arrange for loading of the cargo from discharge port nominated storage area/ wharf to on BHEL's vehicle whenever BHEL place the vehicle for dispatch to site/plant.

20. The contractor has to arrange for off-loading of cargo at storage area of discharge port if BHEL is unable to place vehicles for under-hook delivery of the vessel. In any case **no** vessel detention charges will be paid by BHEL.
21. The contractor shall keep contact with BHEL transporter for direct delivery or delivery to ensure that vessel is not detained at the discharge port. No vessel detention charges are payable at the discharge port by BHEL in case of any delay for receipt of materials by consignee.
22. Payment of Wharfage and demurrage of cargo, if applicable at discharge port will be paid by BHEL at actuals. It is Bidders responsibility to arrange proper invoice with correct GST no. of BHEL for the same.
23. Detailed Instructions, terms and conditions are covered in Section II, III, and IV & V of this Tender document. Bidders are requested to carefully read these sections.
24. Contractor shall have to arrange all permissions from all concerned agency applicable for berthing of vessel, under hook deliveries.
- 25.** For cargo more than **80 MT** per package, the package will be off loaded on stools in case BHEL does not provide vehicle for under hook delivery. **NO** separate charges will be paid for stools.
26. It will be responsibility of the contractor for safe discharge of all items at discharge port.
27. Detailed Instructions, terms and conditions are covered in Section II, III, and IV & V of this Tender document. Bidders are requested to carefully read these sections.

SIGNATURE AND SEAL OF TENDERER

SECTION II

Instruction 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 The bidder must submit the total offer and the details desired therein. The offers which are not complete or mentioning "shall be furnished later" will be rejected.
- 3.0 The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
- 4.0 The price offer must be made only in the Price Bid formats enclosed with this tender.
- 5.0 The offers shall be kept valid for a period of 60 days from the date of opening of the tender.
- 6.0 BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. It shall be responsibility of the contractor that their agents ensure proper working of the offers in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
- 7.0 No modifications to the work contained in the items will be allowed. Quotations other than in prescribed Price Bid formats will not be accepted under any circumstances.
- 8.0 No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be 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 Award (LOA). 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 Offers of those bidders either whose performance is not satisfactory with BHEL in last one years or Risk purchase has been initiated/operated by BHEL in last one year, 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 one year, shall not be considered for evaluation

13.0 Instruction for MSE Suppliers

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure I where deemed validity of EM II certificate of 5 years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I incase of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-Procurement Portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer.

Evaluation Criteria:

1. **Offers of Parties meeting the techno commercial requirement will only be considered for evaluation.**
2. **For Tender evaluation, SBI TT Selling between Rs/ US\$ exchange rate will be taken as on the date of opening of the technical bid.**
3. **The offers will be evaluated on the basis of the total value of the Price Bid. Break up of final prices after reverse auction should be in proportionate with that given in the initial bid of Reverse Auction.**
4. **Vendors must filled all the schedules and Price for each and every items. If vendors fail to quote any of the items in Price Bid, he will be disqualified and his price bid will not be open or will not be allowed to participate in Reverse Auction.**
5. **Contractor must quote the price for trucking and handling and Stool charges. The party who does not quote the Price for trucking & handling and Price for stool charges will be disqualified.**
6. **After the completion of Reverse Auction, the final bidder (L1 Bidder) will have to provide Price Break up of the Final Auctioned Price on Pro-rata basis of the original Price Submitted.**
7. **BHEL Reserves right to Negotiate with L1 party.**

SIGNATURE AND SEAL OF TENDERER

SECTION –III
SPECIAL CONDITIONS

Transit Time : Total transit time permitted is 53 days from :

Start Time :

- a) **Date of LOA (for 1st LOT)**
- b) **Date of BHEL / shipper's intimation (for 2nd LOT)**

End time: Final IGM date at Mumbai Port (inward date)

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

This Transit time includes:

- a) 3 daysqtime for vessel intimation
- b) 15 daysqtime for movement of material by shipper to terminal at Load Port
- c) 35 days of Ocean Freight transit time

The contractor has to nominate the vessel within 3 days of LOA date (LOT1) / shipper's intimation (LOT 2) .

The supplier will be able to move the cargo only after confirmation of vessel at load port and it will take 15 days time .

1. BHEL reserves the right to invoke Risk Purchase clause 7.0 of section IV without any notice to the contractor.
2. The contractor / his load port associate must ensure close co-ordination with GE and ensure the nature, volume and availability of the cargo and place vessel accordingly to avoid situations of "DEAD FREIGHT").

1. Vessel Qualification:

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

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

2. Age limitation of vessel :

It is the responsibility of the contractor to ensure that the vessel / vessels used for sea freighting complies with all the necessary national / international / insurance /safety regulations and its age is less than 25 years. The vessel / vessels used are certified for sea worthiness by Lloyds Register or Equivalent and should be with Institute of Marine Cargo clauses 1 or A. (A shipping company certificate certifying this should be given with each BL).The contractor must submit a compliance certificate from shipping company / agent confirming compliance of these requirements for Bill of Lading.

3. National Flag society: A national flag society is a classification society, which is domiciled in the same country as the owner of the vessel in question, which must operate under the flag of that country.

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

5. Stevedoring charges if any at both the Load and Discharge Port shall be on Contractor's account.

6. If the shipment gets delayed beyond the stipulated transit time then penalty will be levied as under:

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

In-case of delay in handing over of OBL (due to no fault of BHEL), per day penalty will be 1 % of total price of shipment. Maximum Penalty due to delay in handing over of OBL will be 10 % of total price of shipment. The Contractor will provide every day update to BHEL via email for position of vessel once sailed from Rotterdam.

(1) PAYMENT TERMS:

- a. 100% payment of the of charges as per Price Bid in Indian Rupees will be made by BHEL, ROD, Mumbai after adjustment of penalty, if any, within 30 working days of clearance of the shipment from Discharge Port. No %Delivery Order+(DO) charges shall be payable..
- b. The charges for Trucking and Handling will be paid after all the packages are loaded and dispatched on BHEL placed vehicles. (Payable only if BHEL does not take under hook delivery)
- c. Vessel qualification, age and type certification should be submitted along with the bill as per Section III.

- d. Delivery Order (DO) should be issued against submission of duly discharged Original Bill of Lading (*issue of DO not to be linked to freight payment or any other issues*).
 - e. The date of Exchange rate will be considered as Date of Final IGM at Discharge Port for making freight payment. TT selling rate of SBI will be considered for exchange rate from USD to INR.
2. For payment of Freight, the weight / CBM (whichever is higher) mentioned in the final packing list will be considered. (Conversion factor Ocean freight:- 1CBM=1 MT (freight ton). For entire cargo the payment will be made as per the freight ton shipped

SECTION V

GENERAL TERMS AND CONDITIONS

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

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

- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The Contract will be valid till all the activities mentioned in the scope of work is completed by contractor
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- 1.11 "Full Container Load" (FCL) shall mean a container containing cargo belonging to one consignee in the vessel's manifest.
- 1.12 "Ton" means one metric Ton of 1,000 kilograms or one cubic meter.
- 1.13 Nhava Sheva ports means all the three terminals in the port, i.e., JNPCT, NSICT & GTI and any other terminal/CY that may be developed in JNPT.

2.0 Issue Of Notice:

- 2.1 The Contractor shall furnish the name, designation and addresses of his authorized 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 authorized agent/representative.

3.0 Commencement Of Work:

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

4.0 License/Permission/Registration

- 4.1 Wherever any License/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer

concerned. No claim or compensation for reimbursements, made against BHEL by Contractor shall be entertained by BHEL for any breach of the provisions/Acts or laws by the contractor.

5.0 Invoices And Payments

- 5.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 5.2 Contractor shall submit freight bill including other charges along with supporting documents immediately after sailing of the vessel

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

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

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

5.3 Freight payment:-

- 5.3.1 Freight payments along with the other charges as per the contract rates shall be made to the contractor in Indian Rupees only. For the purpose of conversion the SBI TT selling rate prevailing on the date of final IGM will be considered. In case there is a bank holiday on final IGM date then the rate prevailing on the previous working day will apply. Freight bill shall contain the details of packages, weight and MBL number and other charges as per the contracted rates.
- 5.3.2 100% payment of the charges will be made by BHEL by Cheque / RTGS against the bill submitted with all documents from BHEL after issue of DO.
- 5.3.3 Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, **including TDS** and/or any other levies at the prescribed rates.
- 5.3.4 Contractor shall issue CAN immediately on filing of prior entry IGM by the Liner/ Carriers
- 5.3.5 TDS as applicable will be recovered from contractor's bill.
- 5.3.6 All the bills should be submitted in duplicate i.e one original and one copy.
- 5.3.7 All taxes, charges and dues of vessel if any during execution of this contract shall be on Contractor's account both in load port and in the discharge port.
- 5.3.8 The documents to be submitted along with bills in duplicate are as follows:
 - 1. Invoice duly signed and stamped as per the Price bid Schedule
 - 2. Final Packing list
 - 3. BL copy
 - 4. Exchange rate certificate
 - 5. Vessel qualification/ age/class certificate
 - 6. For 1st LOT : LOA copy and For 2nd LOT BHEL / Shipper's intimation

Following Documents to be submitted along with Trucking and Handling Invoice

- 1. RDA copies

2. Original LRs

- 5.3.9 Freight is payable on weight/measurement of the cargo whichever is higher.
- 5.3.10 Where ever freight is claimed on CBM/measurement, Packing List will be considered for final payment.
- 5.3.11 1 Ton = 1000Kgs and 1 CBM= 1 Ton
- 5.3.12 Minimum rate of 1 Ton/1 CBM shall be applicable for payment for cargo weighing/measuring less than one ton/CBM.

5.4 Other Charges payable by BHEL

- 5.4.1 GST as applicable shall be paid. Contractor should ensure that original invoice/ bill/ receipt in the name of BHEL is provided at the time of payment.
- 5.4.2 No port Congestion charges will be payable.
- 5.4.3 All the Bills like Freight Bills, THC, IHC, DO, Detention etc must be in the name of BHEL.

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

6.0 Time Limit for Submission of Bills

- 6.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (4) four months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 6.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 6.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the contractor.

7.0 Risk Purchase:

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

- 7.1 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the security deposit.
- 7.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 7.3 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination
- 7.4 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 7.5 In case of Risk Purchase is enforced, The contractor will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.
- 8.0 **Observance Of Local Laws :**
- 8.1 The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 8.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable/levied on account of any of the operations connected with the execution of this contract.
- 8.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.
- 9.0 **Safety Of Men, Equipment, Material & Environment:**
- 9.1 All safety rules, codes applied by BHEL/its customer at port/CFS/ICD shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 9.2 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 9.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

- 9.4 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.
- 10.0 **Contractor's responsibility for Insurance:**
- 10.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 10.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- 10.3 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 10.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.
- 11.0 All **Original Bill of lading**s should be issued as per UCP 600.
- 12.0 Use of tramper/ tramp services/tramp vessel is **prohibited**.
- 13.0 **Force Majeure:** The following shall amount to force majeure conditions
- 13.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- 13.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to BHEL within 14 days from the date of occurrence thereof.
- 13.3 The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

13.4 Force Majeure conditions will apply on both sides.

14.0 Prevention Of Corruption

14.1 Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.

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

15.0 ARBITRATION

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

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

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

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

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

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

15.7 **In case of contract with Public Sector Enterprise (PSE) or a Government Department**
: In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the

award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

16.0 Laws Governing The Contract:

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

17.0 Indemnity

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

18.0 Security Deposit

18.1 Successful bidder shall submit 5% of the total contract value as security deposit within Three days of issue of LOI for the contract.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit

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

i) Only Electronic Fund Transfer in favor of BHEL

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

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

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

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

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

18.2.2 The security deposit shall not carry any interest.

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

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

19.0 Earnest Money Deposit

- 19.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in 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
- 19.2 EMD of the Bidder will be forfeited if:
- 19.3 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.
- 19.4 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract
- 19.5 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
- 19.6 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.
- 19.7 EMD of successful bidder will be adjusted towards part of the security deposit.
- 19.8 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.
- 19.9 EMD shall not carry any interest.
- 19.10 In case total EMD amount is more than Rs.2 Lakh, the amount in excess of Rs. 2.0 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. The Bank Guarantee furnished should be strictly as per BHEL Format attached (annexure B Attached)

20.0 Discrepancy In Words & Figures: Quoted In Offer

- 20.1 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 20.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 20.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 20.1 and 20.2 above.
- 20.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

21.0 Requirements of Performance.

- 21.1 All the permissions and Clearances or any other relevant authorization/indemnities from/to competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the

Contractor shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.

- 21.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- 21.3 The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.
- 21.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Contractor at his own cost.
- 21.5 In the event of contractor backing out/not performing as per the contract, suitable action will be taken by BHEL as per contract. Additionally, future business of such de-faulting Agents will be suspended with BHEL as per company policy
- 21.6 Whenever asked by company, all documents including bill of lading, delivery orders, payment invoices etc will be returned by contractor immediately not later than three working days, failing which appropriate action as deemed fit and recovery of the losses by the company will be done.
- 21.7 In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the contractor's company becomes insolvent the contract shall automatically stand terminated.

22.0 Short – Landed Or Damaged Goods.

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

23.0 Subletting Not Allowed

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

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

24.0 Joint Survey

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

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

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

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

26.0 BHEL Fraud prevention policy

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

27.0 Reverse Auction

BHEL may adopt Reverse Auctioning amongst the technically qualified bidders to finalize the tender. The procedure for Reverse Auction shall be intimated to such bidders in due course. However, the bidders are advised to quote their most competitive rates in the sealed bid envelope. In case BHEL is unable to finalize the order through Reverse Auction for any reason whatsoever, the order would be finalized based on the sealed price bids.

In case of tender being finalized through Reverse Auction, the bidders will have to adhere to the guidelines provided in the Business Rules of Reverse Auction. Business rules will be provided to Bidders before starting RA. In case a Techno commercially acceptable vendor does not agree to participate in the Reverse Auction process, the same will be treated as withdrawal of the offer and their EMD will be forfeited. Vendors are also warned against

delay in participation and delaying the process of Reverse Auction. For more information please refer http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf

In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

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

28. VERIFICATION OF DOCUMENTS: BHEL reserves the right to verify any documents submitted by the Bidder. Any supporting documents in line with contract copy and completion certificate like invoices, Packing list, Billing details in original may be asked and BHEL reserves the right to reject the bid if verification from customer/ or supporting documents is not forthcoming.

SECTION V

FORMAT FOR TECHNO- COMMERCIAL BID

Sr No	Description	Remarks
I	Qualification Criteria	
A	Bidder must have an average annual turnover (revenue from operations) of the company of not less than Rs 44 Lakhs for the last three Years (i.e. for year , 2016-17, 2017-2018 & 2018-19). In case the Audited balance sheet of 2018-19 is not available, the audited balance sheet of 2015-16 may please be furnished Along with certificate from auditor stating 18-19's audit is not complete.	Copy of CA certificate and copy of Balance sheet with P & L to be submitted

B	<p>Bidders must submit proof of having have successfully executed ocean freight contracts (any logistics contract inclusive of Ocean Freighting) in last seven years (ending last day of month previous to the one in which the tender was due for opening) as per following</p> <p>(1) Three contracts of value not less than Rs 59 Lakh each</p> <p style="text-align: center;">OR</p> <p>(2)Two contracts of value not less than Rs 73 Lakh each</p> <p style="text-align: center;">OR</p> <p>(3)One contract of value not less than Rs 116 Lakh</p> <p>NOTES :</p> <p>(1) Completion certificate with value and scope of work</p> <p>(2) Work order copies if insisted during evaluation to check the scope covered in the contract for which completion certificate is submitted</p> <p>(3) The Work order / completion certificate will be verified from the issuing authority. Relevant details (email ids. contact no) to be specified.</p>	<p>Copies of contract / work order with satisfactory completion certificate from customer must be attached</p>
C	<p>EARNEST MONEY DEPOSIT: The Bidders, shall submit tenders with interest free EMD as per tender conditions by way of NEFT/RTGS of Rs 291690/- in account of 'BHARAT HEAVY ELECTRICALS LIMITED'. Offers without EMD will be rejected.</p>	<p>(Details of the EMD to be provided here)</p>
D	<p>The party should not have been referred to BIFR/NCLT or declared 'SICK' by any Statutory Authority</p>	<p>Self Certification on Company's Letter Head to be Submitted (date should be on or after NIT)</p>
E	<p>The Bidder should not have been banned on business dealing by BHEL/Govt of India/any undertaking of Govt of India.</p>	<p>Self Certification on Company's Letter Head to be Submitted (date should be on or after NIT)</p>
F	<p>Vessel Qualification: Vessel will be provided as per General terms and conditions clause 9.0 to 11.00 and will be self geared to load/unload the heavy lifts mentioned in the packing list.</p>	<p>Agreed</p>
G	<p>TRANSIT DELAY: The transit delay beyond the permitted transit period shall attract a penalty of 5% per week pro rata on the freight for the cargo subject to maximum 10% of the freight of that particular cargo. Such penalty shall be recovered while releasing the freight bills of the contractor</p>	<p>Agreed</p>
H	<p>PAYMENT TERMS: As Specified in the tender.</p>	<p>Agreed</p>

I	INDEMNITY: Contractor shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associates acts or accidents during the currency of the Contract.	Agreed
J	ARBITRATION: As Specified in General Terms & Conditions	Agreed
K	FORCE MAJEURE: As specified in the General Terms & Conditions	Agreed
L	VALIDITY: The contract shall be valid till all the packages listed in the packing list are received at discharge Port and loaded on BHEL placed Vehicle after custom clearance.	Agreed
M	INSURANCE: Insurance from load port to discharge port will be in the scope of BHEL. However, in case of untoward incidence/accident on the way, insurance survey, opening and re-packing of cargo to be arranged by the CONTRACTOR. All documents, as required for filing claim by BHEL shall be arranged by contractor within the required time. Any incidental charges of survey, packing charges as reimbursed by the Underwriters after settlement of claim will be paid by BHEL.	Agreed
N	ADDITIONAL WAR RISK INSURANCE: In the event of war or war like situation, additional war risk premium if any as per notification of the Lloyd's surveyor/Insurance additional insurance premium paid receipt for war risk, pro rata, insurance for Hull machinery for the BHEL cargo may be considered for payment.	Agreed
O	<p>CANCELLATION OF THE CONTRACT:</p> <ol style="list-style-type: none"> <u>BHEL reserves the right to cancel the contract at any point of time without assigning any reason whatsoever. The contractor shall not be entitled for any compensation as a result of such a cancellation.</u> <u>BHEL reserve the right to forfeit security deposit of the contractor in case of unsatisfactory performance/ cancellation.</u> <p>If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract without any notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract</p>	Agreed
P	Transshipment of the cargo is not permitted	Agreed
Q	<p>TAXES: All taxes on insurance and other dues of the vessel and trailers shall be to the CONTRACTOR's A/c. The CONTRACTOR shall be responsible for payment of any Sales, Service, Income Tax or any other form of Tax leviable not envisaged in the tender carried out in load port/country being main/sub contractor of BHEL.</p> <p>GST in India shall be payable at actual wherever applicable. Invoice should be in the name of %BHEL,ROD Mumbai+</p>	Agreed
R	GOVT. RULES & REGULATIONS: CONTRACTOR to abide by all the rules and regulations related to Road/ ocean transportation, traffic, police, customs etc. These would include	Agreed

	all levies, licences, and permits for operation in India / transit country / load port country. It is obligatory for CONTRACTOR to comply with regulating requirements in load port country are fully met before award of the contract.	
S	RISK PURCHASE: In the event of failure of CONTRACTOR to Ship the consignment 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. CONTRACTOR shall ensure that the vessel is placed as per contract.	Agreed
T	Offers of those bidders either whose performance is not satisfactory with BHEL in last one years or Risk purchase has been initiated/operated by BHEL in last one 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 one year, shall not be considered for evaluation	Agreed
U	REVERSE AUCTION: The contractor accepts to participate in the Reverse Auction Process in line with the Business Rules. After the completion of RA, the final bidder will have to provide Price Break up of the Final Auctioned Price on prorata basis of the original price submitted.	Agreed
V	Lifting Arrangements	Agreed
W	The Contractor will provide clear 15 days notice to BHEL before arrival of vessel at discharge Port.	Agreed
X	Offer Validity: The offer of bidders will be valid for 60 days for acceptance from due date of tender.	Agreed
Y	Submission of Security Deposit : The security deposit will be submitted within 3 days of issue of LOI	Agreed
Z	LIFTING BEAMS & ACCESSORIES: CONTRACTOR to arrange for lifting beams/spreader beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading for transshipment of the cargo both in India and overseas, if required.	Agreed

Seal of the Company & Date

Signature & Name of Shipping Agent

**SECTION –VI
FORMAT FOR PRICE BID**

**Ocean Freighting & Terminal Handling Charges from Antwerp to
Mumbai Port**

SI No	Description	Total Gross Weight [mt](tentative)	Total CBM](tentative)	Total Frt ton](tentative) (A)	Currency	Exchange Rate (B)	Unit	Rate (C)	Total (Rate * Frt ton * Exchange rate) (A)* (B)* (C)
1	Ocean Freighting from Antwerp to Mumbai Port (Terminal at Load Port is fixed - Muisbroeklaan quay 466-484, 2030 Antwerp, Belgium)	196	1327	1327	USD		PER Freight Ton		
2	Terminal Handling Charges / Handling Charges (including Stool charges for heavy Lifts)	196	1327	1327	INR	1	PER Freight Ton		
TOTAL (1 + 2)									

Terminal Handling Charges: (1) Arranging the truck/trailer under hook of the vessel at discharge port (2) Unloading the cargo at nominated storage area at discharge port (3) Reloading the cargo on BHEL placed vehicle at the time of dispatch to site/plant. These charges shall be payable only if Truck / Trailer is not arranged by BHEL for receiving the Package / Packages under hook of the vessel): **This charges also includes the charges for loading the cargo on BHEL’s vehicle from Discharge port nominated storage area while dispatch to site/plant. Above charges will be payable if BHEL is unable to take the under hook delivery of the packages.** Contractor to decide the Number of stools required for above shipment and quote accordingly. No charges for stools shall be payable

Note :-

(1) For cargo more than **80 MT** per package, the package will be off loaded on stools in case BHEL does not provide vehicle for under hook delivery.

(2) Contractor to decide the Number of stools required for above shipment and quote accordingly. No charges for stools shall be payable

(2) No other shipping line charges will be payable

(3) Evaluation will be done on Total Cost to BHEL in INR

(4) All taxes as applicable.

(5) For Evaluation purpose the SBI TT Selling exchange rate on the day of Technical opening will be considered

SECTION –VII

(Letter of compliance in 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/HY/IS-1926

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.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER