



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

14th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone: 022-22171350, Fax: 022- 22151460.

No.RE/MUM/EXP/ ES-2013

Date: 28.09.2020

To,
M/s _____

Dear Sirs,

Sub: Appointment of contractor for Transportation of Crane from Mumbai port to Tincan Nigeria on CIF basis.

BHEL, a Power Equipment Manufacturing Company, intends to export Engineering cargo. Your most competitive offer is invited for the subject transportation in line with the terms and conditions placed in the tender specification. BHEL invites offers for movement of above mentioned cargo. The tender comprises of:

(1)	Gist Of Information	- SECTION - I
(2)	Scope of Work	- SECTION - II
(3)	Instruction to bidders	- SECTION -III
(4)	Special Conditions	- SECTION -IV
(5)	General Terms and Conditions	- SECTION -V
(6)	Techno Commercial bid PQR	- SECTION- VI
(7)	Price Bid	- SECTION -VII
(8)	Compliance Letter	- SECTION -VIII

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for One month for acceptance from the due date of tender. Tender should be submitted stated in "Instruction to bidders – Section - III". The technical offer should comply with the all tender requirement. **The offers with any deviation will be rejected and the price bid of the bidder will not be opened.**

RA will be conducted for this tender.

Thanking you,

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

-SD-

Dy. Manager (Exports)

Encl: Section I to VIII

SECTION I
GIST OF INFORMATION

BHEL intends to appoint a Contractor for Ocean Freighting of Mobile Crane along with spares from MBPT, Mumbai to Tincan Port, Nigeria on CIF basis.

In this regard Please Note below table:

Sno	Name and Address	Phone Nos. & Email
	BHEL ROD Mumbai address:	
1	<p>Contact person: Mr. Saket Bharadvaj, Dy. Mgr (Exports) Mr. Amit Kumar, Sr. Engineer (Exports)</p> <p>Office Address: Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra, India Ph No. 22171371</p>	<p>Ph No. 022- 22171343 Mob: 9619422502 E-mail: saket@bhel.in</p> <p>Ph No. 022- 22171350 Mob: 9884657089 E-mail : amitkumar.s@bhel.in</p>
2	Terms of Delivery:	CIF
3	Load Port:	MBPT, Mumbai, India
4	Discharge Port	Tincan, Lagos, Nigeria
5	Quantum of cargo	32.5 MT / 151 CBM
6	No of Lots	01
7	Transit Time	65 days
8	Description of cargo	Mobile Crane along with spares
9	Date and time of opening of (Price) Part II	To be intimated later via E-Tender portal
10	Value of Cargo to be shipped	INR 75,00,000
11	EMD amount	INR 44376/-
12	Due date & Time of submission of EMD	08/10/2020 till 15:00 Hrs
12	Date and time of opening of (Technical) Part I	08/10/2020 till 15:00 Hrs

The tentative packing list is detailed below:

Tentative Packing List						
Sl.No.	Description	L (mm)	B (mm)	H (mm)	Total CBM	Total Weight in MT
1	Mobile crane	12000	3000	4000	144	28
2	Spares	1500	1500	1000	2.25	1.5
3	Spares	1500	1500	1000	2.25	1.5
4	Spares	1500	1500	1000	2.25	1.5
					150.75	32.5

- (i) Cargo is non- Hazardous.
- (ii) The spares are not stackable
- (iii) The above details are based on Engineering Design and dimensions may undergo change with variation of $\pm 10\%$. The payment will be made on actual CBM shipped, at the rate finalised in contract.
- (vi) Cargo has to be exported in single lot.

(V) Photo of cargo is available on page no 31.

Sign and Seal of the Bidder

SECTION II
SCOPE OF WORK

The scope of work covers the following:

1. The entire cargo must be shipped in single lot.
2. Tentatively the cargo will be available in Mumbai by Sept End or Oct'2020.
3. The Contractor must share details of storage yard /carting shed near/ at MBPT where cargo will be delivered by M/s BHEL Transporter. **Safe unloading of cargo at storage yard/ carting shed will be in contractor scope.** The contractor will be responsible for safety of cargo till it is not shipped. **No storage charges will be paid separately and same must be included in offered price.**
4. Arrange for export customs clearance of the materials at load port and do all activities in course of the same like **Registration of DEEC license with customs, collection of export documents from our office, filling and processing the multiple shipping bills (DEEC / drawback etc as the case may be as advised by BHEL from time to time, including processing of drawback claims from custom house, follow up for processing of drawback claim and providing proof for sanction of drawback by custom) including overtime formalities, shipping line dues and providing necessary endorsed documents of export (EC copy of S/Bills, endorsed by custom if provided by custom as per rules, SDF etc whatever applicable).**
5. Contractor to inform BHEL sufficiently in advance the input documents required for Export custom clearance.
6. **The contractor is required ship cargo using RoRo vessel.** However, in case of RoRo vessel unavailability, contractor may use break-bulk with prior approval from M/s BHEL and without any extra cost.
7. The Cargo must be shipped without any transshipment.
8. **The cargo must be shipped within 30 days of receipt of all packages of cargo @ MBPT. In case contractor failed to ship cargo within 30 days of receipt of all packages of cargo, the applicable storage charges after free days will be borne by contractor.**
9. Contractor must give suitable intimation to the consignee one week advance before the arrival of cargo at Tincan port and must submit proof to BHEL.
10. 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.**
11. Vessel should meet all necessary insurance regulations and covered with the insurance clauses and duly certified by any of the recognized certifying agencies. Vessel shall have all the requisite

certifications for berthing at both the ports without any liability to BHEL. No delay on this account will be permitted.

12. Contractor to ensure that original bill of lading is released on next day of ship sailing date. If issue of original bill of lading delayed then **penalty of Rs.1000/- per day will be charged starting from 4th working day of ship sailing date** (sailing date exclusive) irrespective of time of sailing. Contractor may be asked to provide Express BL also without any cost implication to BHEL.
13. **The contractor will have to ensure pre shipment measurement of cargo and notify BHEL for the condition of the cargo prior to their loading on the vessel.** The cargo must be delivered without any deterioration/damage with respect to the pre shipment survey done. The contractor should confirm the sea worthiness of the cargo as soon as cargo is available and ensure the cargo is loaded on vessel without any rejection by Captain of the vessel. In case of rejection of packages by Captain, BHEL will not liable to pay any dead freight or detention of vessel.
14. BHEL will bear the port charges/Wharfage charges for the cargo at MBPT. However any demurrage in account of delay in placement of vessel shall be recovered from contractor.
15. In case BHEL desires to surrender the OBLs at Mumbai for delivery at discharge Port, the procedure for B/L surrendering will have to be done by the contractor at no additional cost to BHEL.
16. **Shipment to be made on Full Liner in - Full Liner out basis.**
17. Loading and unloading by shore cranes will not be permitted.
18. **Draft BL/MTD has to be approved by BHEL. BL/MTD has to be clean and mentioned 'FREIGHT PREPAID'.**
19. Insurance up to port shall be arranged by BHEL. However the Contractor to ensure:
 - a. Lodging of first information to the underwriters and the other parties to protect BHEL's claim as required.
 - b. Immediate forwarding of information as required enabling us for lodging the claim with the Underwriters.
 - c. Co-ordinate with the Insurance Company for survey etc.
20. **EGM error:** Contractor to ensure there is no EGM error in custom. If it found later on that there is an EGM error then contractor has to resolve the issue with custom. Else the cost towards the same will be recovered from contractor bill.
21. The contractor shall keep contact with consignee/Agent for direct delivery or delivery to ensure that vessel is not detained at the discharges 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. The above mentioned scope of work is not exhaustive and bidder has to perform any other necessary task to enable export of goods.

SECTION III

INSTRUCTIONS TO BIDDERS

GUIDELINES FOR OFFER SUBMISSION:

1. Due to Covid-19, lockdown existing and non-availability of proper courier 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 finmsrodmum@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/EXP/ ES-2013, 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/EXP/ ES-2013- M/s XYZ- Techno Commercial Bid.**
3. 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 E-mails. Subject should be **M/s XYZ should be RE/MUM/EXP/ ES-2013- M/s XYZ- Techno Commercial Bid- Part1\4 (in case mail is divided in 04 parts)**.
4. BHEL is not responsible for late receipt of offers due to any reason like network issue, attachment size, and wrong Email address.
5. **Price Bid must be submitted in the prescribed format in section VII, price bid submitted in any other format will be rejected.**
6. **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 or price bid opening will be intimated later via mail).**
7. Bidder will be solely responsible for submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
8. **Bidders are advised to go through the tender document fully before submitting their offers.**
9. The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
10. It shall be responsibility of the contractor that their agents ensure proper working in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.

11. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
12. The offers will be evaluated on the basis of the total price basis (Price Bid). The order will be finalized on one party only.
13. The tender documents comprise the following:-

(I) EMD: The EMD to be submitted through NEFT/RTGS. The fund may be transferred to the following account.

BHEL Bank Account details:

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

The EMD should be submitted latest by 1500Hrs on due date of tender. The offers without EMD will not be considered for evaluation. UTR details shall be furnished vide email before opening of tender. NO hard copy DD shall be accepted.

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

The price bid must be inclusive of:

- a. All Pre –FOB charges involved.
- b. Cost of Ocean Freighting on CIF basis. Shipment to be made on Full Liner in - Full Liner out basis.
- c. Any or all leviable GRI/RRI, congestion charges.
- d. B/L charges, no separate B/L charges will be paid.
- e. All insurance costs covering risk of operations undertaken (Cargo / goods will be insured by BHEL or consignee).
- f. hook on/hook off charges at load port as well as discharge port.
- g. All charges i.e. Stevedoring/crew and any other port charges due on vessel shall be to your account.
- h. Shipments to be made under deck only.
- i. Vessel arrival to suit to availability of Cargo as indicated.
- j. The indicated CBM is based on engineering design and dimensions and variation of ±10 % is possible, payment will be made on the actual CBM shipped, at the per CBM rate finalized via this contract.

Sign and Seal of the Bidder

SECTION -IV
SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.
- (2) **Transit Time:** Total Transit time permitted is 65 days. **The Transit time will start from next day of the receipt of all packages of cargo @ MBPT and end on berthing of ship at discharge port.** For delay beyond the transit time the transit penalty will be levied. Please refer Section I: Gist of information for transit time.
- (3) **Transit penalty** for delay above transit time shall be 5% per week or part thereof limited to a maximum of 10% **of the total contract value.**
- (4) **Draft BL/MTD has to be approved by BHEL. BL/MTD has to be clean and mentioned 'FREIGHT PREPAID'.**
- (5) **Payment terms:** 100 % Shipment Freight shall be paid within 30 days of submission of following documents after discharge of cargo at discharge port:

Following documents are required to be submitted with contractor's bills for 100% Bill:

- i. Digitally signed/ Signed & sealed Original Freight invoice.
- ii. Copy of B/L
- iii. Proof of submission of Original Bill of Lading to M/s BHEL office.
- iv. Sailing report/Track report of shipping company or their agent.
- v. **Copy of Cargo Arrival Notice given to the consignee/BHEL.**
- vi. Vessel Certificate with respect to Sl.No.14 of scope of work.
- vii. Proof of receipt of all packages of shipment @ MBPT (port receipt copy or BHEL certification)

Note: The indicated CBM is based on engineering design and dimensions and variation of ±10 % is possible, payment will be made on the actual CBM shipped, at the per CBM rate finalized via this contract.

(6) INVOICES AND PAYMENTS

- I. The Bidder 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.
- II. **All the Bills should be in the name of BHEL, ROD, Mumbai having GSTN 27AAACB4146P1ZF.**
- III. **Billing Address:** BHEL ROD Mumbai, 15th floor, World trade Centre- 1, GD somani road, Cuffe parade, Mumbai City, Maharashtra-400005.
- IV. The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

- V. In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.
- VI. Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- VII. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
- VIII. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- IX. GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its 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**
- X. In case of LD/penalty recovery the applicable GST shall be also be recoverable from the suppliers.
- XI. The Freight shall be paid on the actual quantities Shipped /Transported.**
- XII. The payments shall be made through RTGS/NEFT. The Bidder would be required to submit bank details for receiving the payments.
- XIII. For Ocean freight payment, exchange rate shall be as per SBI/India TT Selling exchange rate prevailing on the date of sailing of the vessel. The exchange rate of the day of sailing of vessel would also be applied for the overseas land transportation payments in Indian Rupees. In case above dates fall on holidays the Exchange rate as defined above should be considered for the previous working day.

(7) Taxes & Duties

- I. All taxes and duties including Charges, Royalties, any State or Central Levy, cess by whatever name called for the execution of work applicable in India as well as in destination **are included in the quoted price. GST & applicable Cess, if any, in India will be payable extra as enumerated in Payment terms.**
- II. TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- III. TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- IV. Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.

(8) Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT &TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.

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

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

Whichever among the above is earlier may result in the Contractor being put on hold for future enquiries as per suspension of business guideline of M/s BHEL.

(10) "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site <http://www.bhel.com/index.php/vender>.

(11) Bidders must go through Guidelines for suspension of business dealings/Reverse Auction. Guidelines for suspension of business dealings/Reverse auction with suppliers/contractors are available on website <http://www.bhel.com/index.php/vender>.

(12) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (2 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure I where deemed validity of EM II certificate of 2 years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I incase of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before price bid opening. The documents in this regard must be sent to mail ID finmsrodmum@bhel.in. Documents should be notarized or attested by Gazette officer.

(13) **VALIDITY:**
The contract shall be valid till the cargo received at Load Port are shipped under the contract and delivered at discharge port.

(14) Bidder to intimate M/s BHEL immediately on the day of Export of Goods to BHEL along with all relevant details and a scanned copy of Tax Invoice through E-mail (E-mails mentioned in section I) for enabling BHEL to meet its GST related compliances. Hard copies must be sent to Postal address mentioned in section I
In case of delay in submission of the above mentioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.

Sign and Seal of the Bidder

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

decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.

1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Bidder with no claim on either side.

1.11 "CARRIER/SHIPPING/TRANSPORTATION" shall mean the shifting/carrying Cargo by using ships, barges, tempo, trucks, trailers (mechanical /hydraulic), dolly, heavy duty railway equipment wagons, aircraft and all other transportation means which shall be arranged by the Bidder for executing the work.

1.12 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Bidder / Bidder.

1.13 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.

1.14 LOT: Supplies which are shipped on single voyage/Flight of each vessel/Barge/Aircraft arranged by bidder/ supplier.

1.15 PROJECT CARGO: Shall mean any cargo comprising of equipment, fabricated items, and components of the manufactured equipment / system of: Mechanical, Electrical, Instrumentation & Control, Electronics, Metal structures / pipes, Large/ Heavy Engineering machinery, transformer oil, Resins, insulation material , hardeners etc or a mix thereof, Items used in power plants, transported as a containerized shipment and breakbulk shipment during the course of national or international transportation or exportation-importation.

2.0 ISSUE OF NOTICE:

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

2.2

3.0 COMMENCEMENT OF WORK:

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

4.0 DISCREPANCY AND CONTRADICTION

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

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

5.0 ARRANGEMENT OF SHIP/BARGE/TRUCKTRAILOR/AXELS:

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

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

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

6.0 DETENTION OF THE CARRIER :

6.1 It will be the responsibility of the Bidder to ensure that all the declared and available cargo is loaded on the carrier and unloaded from the carrier in time without its detention. If the carrier is detained without any written request from BHEL, the Bidder shall be fully responsible for detention of the carrier and BHEL shall in no way be liable to pay any detention charges whatsoever.

6.2 In case of non-availability of Barges to receive heavy lifts directly from Vessel on its arrival at port of origin, the detention charges of stoppage of vessel at port of origin will have to be borne by the bidder.

6.3 For unloading of cargoes on to wharf, the availability of Hydraulic axles is essentially required at the time of arrival of vessel. Due to non-availability of required trailers/tools & equipments the trucking & terminal handling charges will be to bidder's accounts

7.0 INVOICES AND PAYMENTS

7.1 The Bidder will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.

7.2 The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

7.3 Bidder to intimate immediately on the day of Export of Goods to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances. Postal address and email ID shall be intimated later.
Portal Address – Shall be intimated later and Email Address – Shall be intimated later.
In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.

7.4 In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.

- 7.5 Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- 7.6 Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
- 7.7 Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 7.8 In case of LD recovery the applicable GST shall be also be recoverable from the suppliers.
- 7.9 The Freight shall be paid on the actual quantities Shipped /Transported.
- 7.10 The payments shall be made through RTGS/NEFT. The Bidder would be required to submit bank details for receiving the payments.
- 7.11 For Ocean freight payment, INRs-US\$ exchange rate shall be as per SBI/India TT Selling exchange rate prevailing on the date of sailing of the vessel. The exchange rate of the day of sailing of vessel would also be applied for the overseas land transportation payments in Indian Rupees. In case above dates fall on holidays the Exchange rate as defined above should be considered for the previous working day.

8.0 Taxes & Duties

- 8.1 All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable in India as well as in destination are included in the quoted price. GST & applicable Cess, if any, in India will be payable extra as enumerated in Payment terms.
- 8.2 TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 8.3 TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- 8.4 Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.
- 8.5 Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT &TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.

9.0 RISK PURCHASE:

- BHEL reserves to itself the following rights in respect of this Contract without entitling the Bidder for any compensation.
- 9.1 If at any time during the validity of the contract, the Bidder fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the Bidder, BHEL reserves the right to get the work done by other parties or departmentally at the risk and cost of the Bidder and also forfeit the security deposit.

- 9.2 To recover any moneys due from the Bidder, from any money due to the Bidder under this or any other contract or from the Security Deposit.
- 9.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

10.0 OBSERVANCE OF LOCAL LAWS :

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

11.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- 11.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Bidder and his workmen without exception. The Bidder shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 11.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to property. If the bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, bidder shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
- 11.3 The Bidder shall insure his workmen against all accidents and the policy shall be presented to BHEL on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person during execution of the contract due to lapses by the bidder, the victim and/or his/her dependents shall be compensated by the bidder as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on bidder and recover the same from payments due to the bidder for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the bidder for presenting his case. Above safety conditions are not exhaustive but give an idea for the bidder and bidder shall adhere to all safety precautions warranted for the execution of the contract.
- 11.4 The Bidder shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time related to execution of this contract. Bidder shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.

12.0 INSURANCE:

- 12.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 12.2 The Bidder shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Bidder or his employees or any other person engaged.

- 12.3 The Bidder shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 12.4 If due to Bidder's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Bidder.

13.0 FORCE MAJEURE:

The following shall amount to force majeure conditions:-

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

14.0 PREVENTION OF CORRUPTION:

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

15.0 SETTLEMENT OF DISPUTE

- 15.1 Except as otherwise specially provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the GM ROD of BHEL subject to a written appeal by the Bidder to the GM ROD whose decision shall be final to the parties hereto.

- 15.2 Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.
- 15.3 If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause below.

16.0 ARBITRATION

- 16.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.
- 16.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 16.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Mumbai.
- 16.4 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 16.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Mumbai shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- 16.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.
- 16.7 **In case of contract with Public Sector Enterprise (PSE) or a Government Department** : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

17.0 LAWS GOVERNING THE CONTRACT:

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

18.0 SHORT – LANDED OR DAMAGED GOODS.

- 18.1 It shall be the responsibility of Bidder to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-

delivery/short delivery/ losses/ damages. Under no circumstances, the intimation be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Bidder.

- 18.2 In case of goods specified by BHEL and in case of apparent damages, the Bidder will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Bidder shall lodge claim with the appropriate authorities.
- 18.3 The Bidder is responsible for safe transportation of the goods. Bidder shall effect open delivery of the cases of major damage after completing the due processes.
- 18.4 The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

19.0 REQUIREMENTS OF PERFORMANCE.

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

20.0 INDEMNITY:

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

21.0 SECURITY DEPOSIT

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

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

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

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

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

21.2.4 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith

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

21.4 The security deposit shall not carry any interest.
(Note: Acceptance of Security Deposit against Sl. No. 21.2.3 and 21.2.4 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after **Three (3) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

22.0 EARNEST MONEY DEPOSIT:

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

22.1.1 Electronic Fund Transfer credited in BHEL account (before tender opening) in Below bank account of BHEL **Name: BHARAT HEAVY ELECTRICALS LTD** **BANK: CITIBANK, FORT BRANCH** **ACCOUNT NO: 0008279012** **IFSC CODE: CITI0100000** **MICR CODE: 400037002**

22.1.2 EMD can also be accepted in the form of FDR 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)

22.1.3 EMD amount in excess of ₹ 2 lakh may also be accepted in the form of BG

22.2 EMD of the Bidder will be forfeited if:

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

22.4 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract

- 22.5 If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- 22.6 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.
- 22.7 EMD of successful bidder will be adjusted towards part of the security deposit.
- 22.8 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.
- 22.9 EMD shall not carry any interest.
- 22.10 In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs.20 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months.

23.0 DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

- 23.1 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 23.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 23.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 23.1 and 23.2 above.
- 23.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

24.0 REVERSE AUCTION:

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

25.0 BHEL FRAUD PREVENTION POLICY:

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

26.0 CANCELLATION OF THE CONTRACT:

- 26.1 BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of Bidder leading to cancellation of contract.
- 26.2 If the Bidder fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Bidder any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any

part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the BIDDER under the contract.

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

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

27.1 Commitment by BHEL:

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

27.2 Commitment by Bidder/ Supplier/ contractor:

27.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

27.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

27.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL

27.2.4 If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ Bidder as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions”.

28.0 MSME suppliers can avail the intended benefits only if they submit along with the offer, self attested copies of either EM II certificate having deemed validity (2 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure 9 s1no 7 where deemed validity of EM II certificate of 2 years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I incase of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry, if any deficiencies 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. self certified documents should be uploaded in e_tender portal system.

29.0 LICENSE/ PERMISSION/ REGISTRATION:

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

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

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

30.0 TIME LIMIT FOR SUBMISSION OF BILLS

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

31.0 E- PROCUREMENT:

- 31.1 This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bhel.abcprocure.com>
- 31.2 Neither the Organisation (Bharat Heavy Electricals Ltd.) nor the service provider(m Junction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose

32.0 PROGRESS REPORTING

- 32.1 The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the Bidder intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
- 32.2 The daily reports shall clearly indicate the work force deployed, category-wise, specifying also the activities in which they are engaged.
- 32.3 Weekly progress review meetings will be held at any suitable location during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the Bidder shall present program of subsequent week. The Bidder shall constantly update/revise his work program to meet the overall requirement.
- 32.4 Periodic progress reviews on the entire activities of execution in respect of scope of bidder will be held once in a month at any location. These meetings will be attended by reasonably higher officials of the Bidder and will be used as a forum for discussing all areas where progress needs to be speeded up. The Bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
- 32.5 During execution Bidder shall take colour digital photograph on mobile and forward on whatsApp/email etc for each milestone every month/fortnight/week as applicable for all important activities of the works during progress and after reaching of consignment at major locations.
- 32.6 Successful bidder has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in CD/Removable hard disk (as per requirement) and handed over to BHEL on monthly basis.
- 32.7 The bidder shall be bound to report movement progresses of all outgoing consignments through electronic communication systems such as Fax, Mobile telephony/STD phones/Roaming cell phones, email, web based monitoring system or any other mode desired by BHEL at regular intervals.
- 32.8 For consignments carried by Hydraulic trailers, the transporter shall ensure that the vehicle driver carries with him a mobile phone to enable BHEL/Customer to contact him for monitoring the progress. The mobile phone No. shall be intimated to BHEL before the consignment is moved. Besides, daily status of movement shall be conveyed by e-mail to BHEL.

33.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

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

- 33.2 Bidder shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract
- 33.3 Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

34.0 EXPEDITING :

- 34.1 Bidder should expedite cargo arrival by following up with BHEL MUs/BHEL vendors / transporters based on the pending cargo remaining in the packing list and vessel /Barge likely being planned.
- 34.2 Bidder will be responsible to follow up with BHEL MUs/BHEL vendors for cargo arrival schedule provided by them at 1st instance. He will keep track of cargo from the day it has left the works and plan further accordingly especially in case of ODC/HL

SIGNATURE AND SEAL OF BIDDER

SECTION -VI

TECHNO- COMMERCIAL CUM PQR BID (RE/MUM/EXP/ES-2013)

Sn	Technical and Pre-Qualification Requirements	Remarks /Documents Required for Qualification
1.	EARNEST MONEY DEPOSIT: The Bidders, must submit EMD in as suggested in tender document.	(Details of the EMD to be provided here)
2.	Bidder must have an average annual turnover not less than INR 6.66 Lakhs for the last 03 Financial years Last 03 FY shall be read as FY 2016-17,2017-2018 & 2018-2019.	CA certificate having UDIN/ Audited balance sheets inclusive of P&L Statement to be submitted
3.	<p>Bidder must submit experience of having successfully executed “<i>Break Bulk Ocean Freight Contract for Export</i>” in the last 7 years (ending last day of month previous to the one in which the tender is floated) as under</p> <p>(a) Three contract of value not less than INR 8.88 Lakhs each or Equivalent Or</p> <p>(b) Two contract of value not less than INR 11.09 Lakhs each Or</p> <p>(c) One contract of value not less than INR 17.75 Lakhs each</p>	<p>Copy of contract(s) along with satisfactory completion/Execution certificate from customer in respect of these Contracts to be submitted.</p> <p>Details of the customer with email and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.</p>
4.	Bidder must have experience of at least '03 financial years' in field of ocean freight forwarding.	Certificate of incorporation/Registration/ Partnership Deed/MTO Certificate
5.	<p>CUSTOM CLEARANCE AT LOAD PORT : Bidder or his Associate must have valid Custom House Agent (CHA)/Custom Agent Licence of India for Customs Clearance Activity on his name / or on his associate name.</p> <p>Bidder to do the custom clearance and all the arrangement of documentation / necessary advance coordination as given the scope of Work, Customs Act etc.</p> <p>Details of party doing Customs clearance are as under:</p> <ol style="list-style-type: none"> 1. Name: 2. Address: 3. Contact: 	<p>Copy of Own CHA License Or</p> <p>Copy of CHA license along with support letter of CHA agency (on CHA letter head) in case bidder outsource the CHA activities.</p>
6.	Company Details PAN Number & GST Registration	Copy to be submitted
7.	The Bidder should not have been banned/Suspended for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated	A self-certification should be submitted by the bidder indicating compliances.

	with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank as on date of publication of NIT.	
8.	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	A self-certification should be submitted by the bidder indicating compliances
9.	Letter of authorization for signatories to act on behalf of the company.	An power of attorney indicating that the person signing the IPA is the duly authorized by the company/firm
10.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped at designated places is to be sent on mail ID finmsrodmum@bhel.in .	To be sent with sign and seal at designated places
11.	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be uploaded on E-procurement portal.	On letter head to be Uploaded
12.	Mobile Number of Owner/Proprietor/ Partner/ MD/Director	<p>1. Mobile No..</p> <p>Name :</p> <p>Designation.....</p> <p>.....</p> <p>Email.....</p> <p>2. Mobile No..</p> <p>Name :</p> <p>Designation.....</p> <p>.....</p> <p>Email.....</p>
13.	Letter of authorization for signatories to act on behalf of the company.	An power of attorney indicating that the person signing the IPA is the duly authorized by the company/firm
14.	Bidders whose performance is evaluated as "not satisfactory" by BHEL in any Ocean freight contract of BHEL in last 1 year /or Bidders on which risk purchase has been done in last 1 year by BHEL/ Or Bidders on which Show cause notice has been issued under suspension of business dealings and matter is still pending,	Agreed

	shall not be considered for evaluation and their bids will be rejected.	
15.	<u>Transit Time: in no. of Days: As per Section I: Gist of information and Section IV: special condition</u>	Agreed
16.	<u>Transit penalty-</u> As per section IV: special conditions	Agreed
17.	<u>PAYMENT TERMS:</u> As Specified in the General terms and conditions	Agreed
18.	<u>ARBITRATION</u> As Specified in General Terms & Conditions.	Agreed
19.	<u>FORCE MAJEURE</u> As specified in the General Terms & Conditions.	Agreed
20.	<u>ADDITIONALWAR RISK INSURANCE:</u> 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
21.	<u>CANCELLATION OF THE CONTRACT:</u> As per General Terms and condition	Agreed
22.	<u>TAXES:</u> All taxes on freight, 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 on transportation activity carried out in discharge country being main/sub-contractor of BHEL. Only GST is payable as per actual. GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its 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
23.	<u>VALIDITY:</u> The contract shall be valid till delivery of cargo covered under this contract	Agreed
24.	<u>GOVT.RULES & REGULATIONS:</u> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licenses, and permits for operation in India / transit country / discharge countries. It is obligatory for CONTRACTOR to comply with regulating requirements in discharge port countries are fully met before award of the	Agreed

	contract.	
25.	LIFTING BEAMS & ACCESSORIES: Contractor to arrange for lifting beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading and transhipment of the cargo both in India and overseas.	Agreed
26.	RISK PURCHASE As Specified in General Terms & Conditions.	Agreed
27.	Dead Freight: Under any circumstances dead freight will not be paid by M/s BHEL	Agreed
28.	Vessel Detention: Under any circumstances vessel detention will not paid by M/s BHEL either at load port or at discharge port.	Agreed
29.	Contractor has to ship the cargo within 30 days from receipt of all packages of cargo @ MBPT. Storage charges after free days at MBPT will be borne by contractor if he fails to ship cargo within 30 days from receipt of receipt of all packages of cargo @ MBPT.	Agreed
30.	RA terms and condition: As per general terms and condition.	Agreed

SIGNATURE AND SEAL OF BIDDER

SECTION –VII
PRICE BID: (RE/MUM/EXP/ES-2013)

Sl. No.	Description	Currency	Total CBM	Rate per CBM	Total Price
(1)	(2)	(3)	(4)	(5)	(6) = (4)X(5)
Sch. 'A'	Origin Charges : Unloading of Cargo, Inter-carting , export custom clearance, Port handling at load port along with all associated work as per scope of work excluding GST in INR	INR	151		
Sch. 'B'	Cost of Ocean Freighting of cargo from MBPT to Tincan, Nigeria on CIF basis as per scope of work in USD	USD	151		

Note: evaluation will done on total price basis, total price = Sum of { Sch A and Sch B}, for evaluation purpose USD to INR exchange rate as per SBI TT sell rate on the date of techno commercial bid opening will be considered. In case this date is holiday then rate of previous working days will be considered.

For payment purpose USD to INR exchange rate as per SBI TT sell rate on the date of sailing of vessel will be considered. In case this date is holiday then rate of previous working days will be considered.

The price bid must be inclusive of:

- a. Cost of Ocean Freighting on CIF basis. Shipment to be made on Full Liner in - Full Liner out basis.
- b. Cost of Custom Clearance, Material handling, Port Handling etc.
- c. Any or all leviable GRI/RRI, congestion charges.
- d. B/L charges, no separate B/L charges will be paid.
- e. All insurance costs covering risk of operations undertaken (Cargo / goods will be insured by BHEL or consignee).
- f. hook on/hook off charges at load port as well as discharge port.
- g. All charges i.e. Stevedoring/crew and any other port charges due on vessel shall be to your account.
- h. Shipments to be made under deck only.
- i. Vessel arrival to suit to availability of Cargo as indicated.
- j. Warfare charges will be borne by BHEL as per actual.
- k. Contractor has to ship the cargo within 30 days from receipt of all packages of cargo @ MBPT.
- l. Storage charges after free days at MBPT will be borne by contractor if he fails to ship cargo within 30 days from receipt of receipt of all packages of cargo @ MBPT.
- m. The indicated CBM is based on engineering design and dimensions and variation of ±10 % is possible, payment will be made on the actual CBM shipped, at the per CBM rate finalized via this contract.

SIGNATURE AND SEAL OF BIDDER

SECTION –VIII

(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/EXP/ES-2013

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

Name/Signature of the Authorized signatory.

Stamp.

RT 630C

Product Guide



ROUGH TERRAIN HYDRAULIC CRANE

Features

- MAX. CAPACITY (Outriggers) - 30.0 Tonnes at 3m Radius (85% Rating) 360° Slew
- MAX. CAPACITY (On Tyres) - 13.65 Tonnes at 3m Radius (85% Rating) over front
- BOOM - 4 Sec 8.8m - 29.0m
- MAXIMUM ROAD SPEED - 35 km/hr
- CARRIER - 4 X 4 Wheel Drive with 4 Wheel steer