

**TENDER FOR APPOINTMENT OF CONTRACTOR FOR OCEAN FREIGHTING OF
CONTAINERISED DEFENSE CARGO FROM ANY ITALIAN PORT TO NHAVA SHEVA**

TENDER NO: RE/MUM/IMP/HW/IS-2040

 The logo of Bharat Heavy Electricals Limited (BHEL) is displayed. It features a black square with a white border. Inside the square, the text 'बी एच ई एल' (BHEL) is written in white Devanagari script at the top. Below this, a white lightning bolt strikes downwards, and the letters 'BHEL' are written in a bold, white, sans-serif font.	Bharat Heavy Electrical Limited (A Govt. of India Undertaking) Regional Operation Division 14/15th Floor, World Trade Centre-1 Cuffe Parade, Mumbai – 400 005
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LAST DATE OF SUBMISSION

: 12.02.2021

: 1500 Hrs

To

M/s _____

Dear Sir,

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

The tender comprises of

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

Important Details of the Tender

Name and Contact Details of the Person for Queries in the Tender	(1) Pallavi Gupta Dy Manager, Imports, BHEL Phone : 022-22171355 Mobile : 7506645318 (2) Julie Srivastava AGM, MS, BHEL Phone : 022-22171340 Mobile : 9821680336
Last Date of Submission of the Tender	12.02.2021, 1500 Hrs.
Tender Opening Date	12.02.2021, 1515 Hrs.

GUIDELINES FOR OFFER SUBMISSION:

1. 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://eprocurebhel.co.in>
2. **Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. This tender will be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.**

For support regarding e-tendering system, bidders may contact following:
R Inchara phone no: 8553226267, email: inchinchu@gmail.com

Bidder registration is for free and the procedures are provided in the portal.
<https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page>

Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

3. The offers shall Include

Sr No	Documents	Remarks
1	Entire Blank Tender Document	To be Submitted
2	Compliance Letter on Company Letter Head	To be Submitted

3	Amendment to the Tender if any	To be Submitted
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(I) Part-1 – Techno Commercial Bid.

Should be submitted as per guideline provided.

(II) Part-2 – Price Bid

Should be submitted as per guideline provided.

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

SECTION I**SCOPE OF WORK****Shipment Details**

Description	Steal Shield Assembly Including Fume Extractor & Gun Port Shield
Project Name	Not Applicable
PO No	D8D6304
LOAD PORT	Any Italian Port
DISCHARGE PORT	NHAVA SHEVA
FINAL DELIVERY PLACE	Nhava Sheva
ITEMS ARE HAZARDOUS	No
INCOTERM	FOB Italian Port
SUPPLIER DETAILS	M/s LEONARDO DEFENSE SYSTEM 19136-LA SPEZIA-(SP) ITALI TEL : +39 0187 581111 FAX : +39 0187 582669

Packing List

Sr No	L(mm)	W(mm)	H(mm)	Dead Weight MT
1	3510	3300	2500	1.80
2	1800	820	990	0.154

The above cargoes are non Hazardous. However the cargoes may be considered as military cargo by shipping line. Forwarder is requested to quote after acceptance of such cargo by shipping line.

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

Shipment is ready at vendor works and to be freighted at the earliest

BHEL desires to appoint one **party** as Contractor to carry out ocean freighting of above shipment.

Supplier requires 15 days' notice for the movement of the material from their works to the port.

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

The Final arrangements to be made by the contractor only after proper coordination / confirmation from our supplier. The contractor to ensure that cargo/stuffed container is available at Load Port before vessel arrival to avoid "Dead Freight"

SCOPE OF WORK

DETAILS OF WORKS:

- 1.0 Coordination with the shipper/supplier (*refer above for full address*) and arrange / ensure supply of adequate number of empty containers of proper type for the supplier to stuff the cargo.
- 2.0 coordination with the shipper/supplier to ensure dispatch and delivery of cargo stuffed in containers at the nominated load port to match vessel sailing schedule
- 3.0 Safe Discharge of all the loaded containers at Discharge Port
- 4.0 Cargo has to be brought under one Bill of Lading per lot/PO.
- 5.0 Contractor to provide 14 days container detention free period at Nhava Sheva
- 6.0 For FOB containerized shipments i.e. in case of FCL shipments the contractor will hand over containers to supplier, suppliers may undertake to stuff the container at their works/or port/or yard at his own cost and

handover the stuffed container at the nominated place. In case supplier desires to stuff packages at load port CFS, contractor to arrange containers for CFS stuffing. If contractor is unable to arrange the vessel after receiving the stuff containers from supplier at load port, the storage charges if any will have to be paid by contractor

- 7.0 Contractor to ensure that IGM is filled 48 Hours before the arrival of containers at Nhava Sheva so that BHEL is in position to file prior Bill of Entry at customs
- 8.0 The contractor shall hand over Bill of lading to BHEL overseas supplier within 3 days from vessel sailing date.
- 9.0 Contractor should give sufficient notice period of 7 days to BHEL appointed CHA/BHEL of arrival of container.
- 10.0 Cargo arrival notice along with ETA of the vessel to be communicated in 15 days advances at discharge port. Pre-alert through email should be given as soon as B/L is issued
- 11.0 The contractor shall furnish prior IGM/item details & Freight details 2 working days in advance to CHA and BHEL by email and Hard copy of the same to be given to BHEL office immediately to enable BHEL to file B/E at customs.
- 12.0 The contractor shall arrange for single window final delivery order from his office against OBL. DO will be handed over to authorized CHA at his port office by contractor
- 13.0 Contractor shall liaison with shipping line in resolving IGM error/amendment, if any, within five working days
- 14.0 The contractor should provide the details of their load port agent immediately upon receiving the LOA.
- 15.0 **For container shipment , Upon Safe discharge of containers at discharge port, the contractor shall ensure the handover of necessary documents to enable JWC Logistics Park Pvt Ltd representative / or any other nominated CFS to move the container to BHEL nominated CFS (at presently JWC Logistics Park Pvt Ltd) IGM Code : Custom EDI**

Code - INNSA1JLP1, Port Code (1) JNPT Port : JWC (2) GTI Port : JWC (3) NSICT Port : NSAJWC without any financial liability to BHEL.
Contractor to confirm with BHEL before filing for IGM details for port codes, as BHEL is registering for DPD codes. Incase the same is available by the time IGM is to be filed, all BHEL shipments will be filed with BHEL's DPD code along with JWC CFS Code as per public notice 16/2017 of JNPT

16.0 **BHEL will not pay DEAD Freight / vessel detention/ hook idle/ port storage at load port under any circumstances.**

17.0 Delivery Order

- a. The contractor shall arrange for single window final delivery order from his office against OBL. DO will be handed over to authorized CHA at his port office by contractor
- b. The total time permitted for obtaining final delivery order is 3 working days after receipt of OBL from BHEL. In case of handing over of the DO exceeds 3 working days, the entire demurrage/storage charges/ground rent charges will be recovered from the subsequent freight bills for delayed period.
- c. Contractor and his agent at load port should ensure that EGM details filed is in line with the supplier declaration and the same matches with the OBLs and invoice and pkg list. If on arrival of cargo an IGM error is found due to above the amount of demurrage/detention/ground rent incurred for the period from the noting date of BE till the same is rectified will be recovered from the contractor.
- d. Payment should not to be linked with DO.

18. Payment to the contractor will be made as per below

1. Ocean freight charges (As per quoted Price by Contractor)
2. Trucking and Handling Charges (As per quoted Price by Contractor)
3. Delivery Order Charges (As per quoted Price by Contractor)

No other charges shall be payable to contractor other than the charges mentioned above.

SECTION II

Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <https://eprocurebhel.co.in>

- 1.0 Bidders are advised to go through the tender document fully before filling up the format for Techno-commercial Section and Price bid Section
- 2.0 The bidder must submit the total offer and the details desired therein. The offers which are not complete or mentioning "shall be furnished later" will be rejected.
- 3.0 The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
- 4.0 The price offer must be made only in the Price Bid formats enclosed with this tender.
- 5.0 The offers shall be kept valid for a period of 30 days from the date of opening of the tender.
- 6.0 BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. It shall be responsibility of the contractor that their agents ensure proper working of the offers in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
- 7.0 No modifications to the work contained in the items will be allowed. Quotations other than in prescribed Price Bid formats will not be accepted under any circumstances.
- 8.0 No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed. Any such clarification/modification if enclosed in the offer will be totally ignored and such bids will be rejected.
- 9.0 No corrections to be made to the price bid.
- 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.

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 LOA which should be valid up to three months after

the expiry of the contract period as specified in the Letter of Intent. In the event of failure on the part of the contractor to furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the acceptance of his Letter of Intent may be considered as withdrawn and suitable action will be taken as per company policy

- 11.0 Evaluation criteria
- 11.1 The offer of parties meeting the Tender requirements will only be considered for evaluation.
- 11.2 The offers will be evaluated on the basis of the total value offered in the Price Bid
- 11.3 Parties must quote the Price Bid in the Price Bid format only. No other format will be accepted.
- 11.4 For cash flow, the exchange rate (TT selling rate of SBI) as on technical bid opening date of tender opening shall be considered.
- 11.5 Vendor must fill all the schedules and Price for each and every items. If the vendor 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.
- 11.6 BHEL reserves the right to negotiate with L1 party.

SECTION III

TECHNICAL REQUIREMENTS

1.0 Transit Time

Total Transit time permitted = 40 Days

Start of Transit time will be the date of Bill of Lading

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

If it is reported by our supplier or Unit that contractor has failed to arrange the vessel after 15 days of shippers intimation to arrange the shipment or 15 days from LC date whichever is later then the start of Transit time will be considered from 16th day of shippers first intimation to lift the cargo or 16th day from LC date whichever is later.

Important Clause : In case the initiation of the execution of contract is delayed beyond the maximum transit penalty condition then Risk Purchase Clause 7.0 of Section IV will be applicable with immediate effect without any notice from BHEL.

2.0 Transit Penalty

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

3.0 Vessel Qualification

- Cargo Should be carries 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 (CAS)
 - or
 - (ii) A national Flag society as defined below but only where vessel is engaged exclusively in costal trading of that nation (including trading on an inter island route within an archipelago of which the nation forms part)

4.0 Age Limitation of Vessel

- (i) Bulk or Combination carriers over 10 years of age
- (ii) Other Vessel over 15 years of age unless they
 - (a) Have been used for carriage of general cargo on an established and regular pattern of trading between a range of specified ports and do not exceed 25 years of age
 - or
 - (b) Were constructed as containership, vehicle carriers or double- skin open hatch gantry crane vessel (OHGCs) and have

been continuously used as such on an established and regular pattern of trading between a range of specified ports and do not exceed 30 years of age

- 5.0 All taxes, charges and dues of vessel if any during execution of this contract shall be on contractor's account both in load port and the discharge port
- 6.0 Stevedoring charges if any at both load port and discharge port shall be on contractors account.

Payment Terms

1. The Ocean Freight charges shall be calculated in Indian Rupees by applying T.T. Selling rate between US\$ and Indian Re. of SBI prevailing on ***the date of Bill of Lading***.
2. 100% payment of the freight value of Ocean freighting, THC and Delivery Order charges in Indian rupees will be payable within 30 days of receiving Delivery Order
3. The detention charges after the free period of 14 days shall be paid to the shipping company against the original bill of the Shipping Company. The rate of the detention charges of the containers shall be as per the tariff of the shipping company and the Exchange rate shall be as per the bills of the Shipping Company. Shipping line Tariff is to be provided by the contractor to BHEL.
4. Detention if incurred due to negligence of the Contractor, if any shall be recovered from running bills.
5. Delivery Order (DO) should be issued against submission of duly discharged Original Bill of Lading.
6. Vessel age certificate to be enclosed with the bill.
7. All the Bills should be in the name of BHEL

SECTION IV**Format for Techno- Commercial Conditions**

Sr No	Description	Confirmation by Bidder
(a)	Vessel Requirements as per Section III.	Agreed
(b)	Payment Terms as per Section III	Agreed
(c)	INDEMNITY: Contractor shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
(d)	Arbitration : As specified in General Terms and Conditions	Agreed
(e)	CANCELLATION OF THE CONTRACT: BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging vessels, delivery of the cargo within transit time etc. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract. 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 by giving one month's 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. 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.	Agreed
(f)	<u>GOVT. RULES & REGULATIONS:</u> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licenses, permits for operation in India/ transit country / discharge	Agreed

	countries,. It is obligatory for CONTRACTOR to comply with regulating requirements in load port countries are fully met before award of the contract.	
(g)	<u>RISK PURCHASE:</u> <i>As Specified in General Terms & Conditions.</i>	Agreed
(h)	Container detention free period of 14 days	Agreed
(i)	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

SIGNATURE AND SEAL OF TENDERER

SECTION V

GENERAL TERMS AND CONDITIONS

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

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

other relevant reference in the Tender Document for which the Bidder are required to submit their offer.

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

2.0 Issue Of Notice:

- 2.1 The Contractor shall furnish the name, designation and addresses of his authorised agents/associates at Mumbai (India), at the Discharge Port and at the CFS yard. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent/representative.

3.0 Commencement Of Work:

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

4.0 License/Permission/Registration

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

5.0 Invoices And Payments

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

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

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

5.3 **Freight payment:-**

- 5.3.1 Freight payments along with the other charges as per the contract rates shall be made to the contractor in Indian Rupees only. For the purpose of conversion the SBI TT selling rate prevailing on the date of Bill of Lading will be considered. In case there is a bank holiday on B/L date then the rate prevailing on the previous working day will apply. Freight bill shall contain the details of packages, weight and MBL number and other charges as per the contracted rates.
- 5.3.2 Contractor shall submit freight bill along with supporting documents immediately after sailing of the vessel. (within one week of BL date) to BHEL.
- 5.3.3 100% payment of the charges will be made by BHEL by Cheque / RTGS against the bill submitted with all documents from BHEL after issue of DO.
- 5.3.4 Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, **including TDS** and/or any other levies at the prescribed rates.
- 5.3.5 The detention charges after free period of 14 days for FR container shall be paid to the shipping company against the original bill of shipping company. The rate of the detention charges of the containers shall be as per the tariff of the shipping company and the exchange rate shall be as per the bills of the shipping company. Tariff is to be provided by the shipping line through contractors.
- 5.3.6 Contractor shall issue CAN immediately on filing of prior entry IGM by the Liner/ Carriers

5.3.7 TDS as applicable will be recovered from contractor's bill.

5.3.8 All the bills should be submitted in duplicate i.e one original and one copy.

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

5.3.10 The documents to be submitted along with bills in duplicate are as follows:

1. Invoice duly signed and stamped as per the Price bid Schedule
2. BL copy
3. Exchange rate certificate
4. Vessel qualification/ age/class certificate

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, ROD Mumbai 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.

5.4.4 Payment will be made against NEFT/ RTGS details e-mandate certified by copy.

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 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
- 7.3 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.

- 7.4 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
- 7.5 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 7.6 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

1.1 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.

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

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

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

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

1.6 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.

- 1.7 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:

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

NIL

19.0 Earnest Money Deposit

NIL

20.0 Requirements of Performance.

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 Transshipment at restricted European ports and Pakistan is not allowed.
- 20.5 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.
- 20.6 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

- 20.7 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.
- 20.8 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.
- 21.0 Short – Landed Or Damaged Goods.**
- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

22.0 Service During Post Contract Period

- 22.1 It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (*inclusive of extended period, if any*) for (3) Three months or till alternate arrangements are made, whichever is earlier.
- 22.2 In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from BHEL on this account.

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'

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 . The bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

SECTION VI
Price BID

Sl. No.	Description	Currency	No of Containers	Rate per Container	Total Value
(a)	(b)	(c)	(d)	(e)	(f) = (d) x (e)
1a	Rate for ocean freighting of 40' FR container from Any Italian Port to Nhava Sheva.	USD	1		
1b	Total Destination Charges at Nhava Sheva for 40' FR (Includes THC, washing charges, Maintenance charges, etc- all destination shipping line charges)	INR	1		
1c	Delivery Order Charges	INR	1		
1	Total Cost (INR) { 1a(f) } X Ex Rate + 1b(f) + 1c(f)				

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

SIGNATURE AND SEAL OF TENDERER

Section VII

(Letter of compliance On Company's Letter Head)

Ref No:

Date:

To,

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

Sub : Your Tender no RE/MUM/IMP/HW/IS-2040

Dear Sir,

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

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

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

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

In case, all rates are not quoted in the respective price bid formats, such price bid will be rejected.

Thanking you,

Yours faithfully, SIGNATURE AND SEAL OF TENDERER