


**TENDER FOR OCEAN FREIGHTING OF PROJECT CARGO
FROM
ROTTERDAM / ANTWERP
TO
TUTICORIN PORT**

TENDER NO: RE/MUM/IMP/HW/IS-2125

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

LAST DATE OF SUBMISSION

:24.01.2022

: 1500 Hrs

CONTENTS

Section I	:	General Information and Scope Of Work
Section II	:	Instructions to Bidders
Section III	:	Special Conditions
Section IV	:	General Terms and Condition
Section V	:	Format for Techno Commercial Condition
Section VI	:	Application Form of Bidder
Section VII	:	Format for Price Bid
Section VIII	:	Letter of compliance
Annexure-1	:	Integrity Pact
Annexure-2	:	Electronic Fund Transfers Details for release of EMD / Payments

Section -1
General Information

Name and Contact Details of the Person for Queries in the Tender	1] Pallavi Gupta, Dy Manager Ph: 022-22171355, Mo : 7506645318, pallavi.gupta@bhel.in , 2] Sanjeev Shikhare, AGM (MS) Ph: 022-22171301, rodsds@bhel.in 3] Julie Srivastava, AGM (MS & HR) Phone: 022-22171340, julie@bhel.in
EMD Amount	Rs 1557000/-
Time Limit for EMD Submission	15:00 Hrs on 24.01.2022
Last Date of Submission of the Tender through e-Procurement system	24.01.2022, 1500Hrs.
Tender Opening Date	24.01.2022, 1515 Hrs.

GUIDELINES FOR OFFER SUBMISSION:

- 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>
 - 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>
 - The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class – III, SHA 2, 2048 BIT – Signing and Encryption) and vendors are requested to procure the same immediately if not available with them. Please note that only with DSC of above mentioned specification, the interested bidder will be able to login the e-procurement secured site and take part in the tendering process.
 - Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.**
- 1) **EMD :-** The EMD of Rs. 1557000/- to be submitted through NEFT/RTGS only. The fund may be transferred to the following account. (Refer Section IV,CI 21)

BHEL Bank Account details:

NAME: Bharat Heavy Electricals Limited
Bank & Branch: State Bank of India, Cuffe Parade Branch
Account No: 10783155482 , **IFSC Code:** SBIN0005345

EMD must be deposited latest by **15:00 Hrs** on the day of Tender Submission Date.

The offers without EMD will not be considered for evaluation. UTR details shall be furnished vide email before opening of tender. NO hard copy DD shall be accepted.

- (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.
- (III)** Tender will be finalized through Reverse Auction

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

BHEL an Authorized economic operator (AEO) intends to appoint a Contractor for ocean freighting of Project Cargo from our supplier M/s Siemens AG, Germany from Rotterdam / Antwerp to Tuticorin Port. Cargo will be delivered on FOB terms. Detailed specifications and scope are as below:

Description	PROJECT CARGO - (Turbine, Generator And Accessories)		
Imports From:	FOB ROTTERDAM / ANTWERP	Discharge Port :	TUTICORIN PORT, India
Stackability/ tiltability	General stacking is possible to a load of 800 kg per square meter, but upper box may not be heavier than lower box. All packages are not tiltable.		
Readiness of cargo	Jan 22 (TENTATIVE)		
Supplier details	SIEMENS AG, FREYESLEBENSTRASSE 1,91058 ERKANGEN GERMANY	CONTACT: Mr. STEFFEN MENZEL EMAIL – steffen.menzel@siemens-energy.com mail.IN1112.energy@siemens.com Tel : +49(9131)7-48045	
		Mr. Vijesh Ramakrishnanan Siemens Energy Global GmbH Co.KG 91058 Erlangen, Germany, Ph - +49(9131)942-4396 Mail to : vijesh.r@siemens-energy.com	
Contact of Haridwar Unit	Amit Kumar Singh, Mail : amitksingh@bhel.in , No : +91-7830001050		

Preliminary Packing List as below:

Component Description	PCS	Gross weight (MT)	Length (m)	Width (m)	Height (m)	Volume per unit (cbm)	FRT
HP - Turbine	1	128.000	7.97	3.80	3.71	112.361	128.000
	1	0.042	1.15	0.30	0.40	0.138	0.138
	1	0.230	2.10	0.50	0.44	0.462	0.462
	1	0.235	1.22	0.71	0.73	0.632	0.632
	1	0.275	1.60	0.85	0.73	0.993	0.993
	1	2.000	1.60	1.22	0.88	1.718	2.000
IP - Turbine	1	180.000	8.99	4.45	4.34	173.624	180.000
	1	0.345	1.22	1.22	0.73	1.087	1.087
	1	0.350	1.22	1.22	0.85	1.265	1.265
	1	0.380	1.22	0.89	0.75	0.814	0.814
	1	1.080	1.60	1.22	0.73	1.425	1.425
	1	1.100	1.22	1.22	1.35	2.009	2.009
	1	1.150	1.22	1.22	1.47	2.188	2.188
LP - Turbine	1	2.000	1.60	1.22	0.85	1.659	2.000
	1	2.600	3.85	2.10	0.90	7.277	7.277
	1	2.600	3.85	2.10	0.90	7.277	7.277
	1	2.900	3.85	2.10	0.87	7.034	7.034
	1	2.900	3.85	2.10	0.87	7.034	7.034
	1	5.600	3.25	1.71	1.64	9.114	9.114
	1	5.600	3.25	1.71	1.64	9.114	9.114
	1	6.000	3.25	1.71	1.64	9.114	9.114
	1	6.050	3.25	1.71	1.64	9.114	9.114
	1	23.000	4.89	4.19	3.73	76.424	76.424
	1	23.000	4.89	4.19	3.73	76.424	76.424
	1	65.500	8.60	3.38	3.53	102.610	102.610
	1	65.500	8.60	3.38	3.53	102.610	102.610
	1	66.000	5.69	5.83	3.57	118.427	118.427
	1	66.000	5.69	5.83	3.57	118.427	118.427
	1	0.130	0.68	0.48	0.43	0.140	0.140
	1	0.130	0.68	0.48	0.43	0.140	0.140
	1	0.180	2.10	0.50	0.44	0.462	0.462
	1	0.185	2.10	0.50	0.44	0.462	0.462
Turbine Valves	1	3.700	2.91	1.81	1.27	6.689	6.689
	1	0.200	1.01	0.69	0.70	0.488	0.488
	1	0.175	1.22	0.89	0.75	0.814	0.814
	1	0.560	1.42	0.88	0.69	0.862	0.862
	1	0.450	2.00	0.93	0.83	1.544	1.544

	1	0.880	1.36	1.23	1.57	2.626	2.626
	1	2.170	1.87	1.37	1.32	3.382	3.382
	1	1.920	1.87	1.80	1.14	3.837	3.837
	1	0.680	1.80	1.37	1.65	4.069	4.069
	1	2.760	2.60	1.13	1.40	4.113	4.113
	1	3.600	2.92	1.82	1.27	6.749	6.749
	1	6.400	2.79	2.48	2.55	17.644	17.644
	1	6.400	2.79	2.48	2.85	19.720	19.720
	1	46.500	4.77	4.62	3.11	68.536	68.536
	1	46.500	4.77	4.62	3.11	68.536	68.536
	1	51.400	6.21	4.87	3.60	108.874	108.874
Cross Over Pipe	1	51.400	6.21	4.87	3.60	108.874	108.874
	1	4.300	5.65	1.05	0.65	3.856	4.300
	1	4.300	2.85	2.42	0.95	6.552	6.552
	1	2.840	2.37	2.35	1.62	9.023	9.023
	1	2.840	2.37	2.35	1.62	9.023	9.023
	1	3.100	3.95	1.80	1.40	9.954	9.954
	1	2.360	2.75	2.32	2.15	13.717	13.717
	1	2.000	2.62	1.85	3.08	14.929	14.929
	1	6.500	3.47	3.19	2.90	32.101	32.101
Generator Rotor	1	8.000	5.66	2.45	2.90	40.214	40.214
	1	11.430	6.20	2.73	3.01	50.947	50.947
Generator Stator	1	79.300	14.52	1.96	2.27	64.602	79.300
Generator Accessories	1	328.200	10.89	4.03	4.45	195.296	328.200
	1	0.150	1.45	1.05	1.36	2.071	2.071
TURBINE ACCESSORIES I	1	22.800	4.54	4.62	2.16	45.306	45.306
	1	0.23	1.51	1.34	2.27	4.593	4.593
	1	0.23	1.51	1.34	2.27	4.593	4.593
	1	1.96	1.51	1.34	2.57	5.200	5.200
	1	1.96	1.51	1.34	2.57	5.200	5.200
	1	1.87	1.51	1.34	2.27	4.593	4.593
	1	1.87	1.51	1.34	2.27	4.593	4.593
	1	1.78	1.51	1.34	2.45	4.957	4.957
	1	1.78	1.51	1.34	2.45	4.957	4.957
	1	0.88	1.23	1.13	1.68	2.335	2.335
	1	0.24	2.7	1.85	1.22	6.094	6.094
	1	0.36	3.28	1.89	1.44	8.927	8.927
	1	0.2	2.65	1.11	1.11	3.265	3.265
	1	0.12	4.18	0.83	1.27	4.406138	4.406
Total		1378.36				1950.24	2121

Note: The above information is based on Engineering design; however, the same may **vary for actual consignment.** Variation of (+/-) 10% tolerance in total FRT/packages/weights expected.

SCOPE OF WORK

- Ocean Freight**ing of Cargo as per readiness from FOB Rotterdam / Antwerp Port to Tuticorin Port/India
- Customs Clearance** of Materials at Tuticorin Port.
- Trucking and Handling of cargo:** Contractor must make necessary arrangement for receiving the cargo under hook and unloading the packages at nominated storage area. Re-loading the packages on BHEL vehicles from storage area will be the responsibility of Contractor. Packages more than **80 MT** should be placed on stool at storage area. **No separate charges will be payable for Stools used.**

Detailed Scope of Works:

- The packing list is based on Engineering design; however, the same may vary for actual consignment. The payment of Freight / Handling charges will be made at actuals as per the weight / CBM (whichever is higher) mentioned in the final packing List issued by supplier. The final packing list may vary at time of shipment and the payment will be made at actual freight ton being imported.

2. **Stacking instructions:** General stacking is possible to a load of 800 kg per square meter, but upper box may not be heavier than lower box
3. **Tilt ability of package:** All Packages are not tiltable.
4. The Contractor / Contractor's load Port associates must find out the actual weight / volume of the cargo by close interaction with the supplier before booking space in the vessel to avoid any instances of "DEAD FREIGHT". These packages will have to be discharged on the wharf and/or then moved to nominated rented plot area/storage area or on Trucks arranged by contractor at Discharge Port. The payment will be made according to actual freight ton freighted (imported)
5. Vessel details to be informed to Siemens (supplier) by the appointed Freight Forwarder at least **21 days** prior to the arrival of such vessel at loading seaport.
6. On confirmation of vessel arrangement from the contractor /Freight Forwarder/his agent, cargo will be moved to Port by our supplier. The contractor should give at least **21 days'** notice to supplier/his agent to enable them deliver the cargo on FOB terms at the load Port to match the vessel nominated by the contractor. (This is to ensure cargo is available at load Port before vessel arrival to avoid situations of "DEAD FREIGHT". The contractor has to suitably coordinate with supplier/his agent to ensure the same). BHEL will not pay DEAD Freight / vessel detention/ hook idle/ port storage/ etc or any other such charges at load port or destination port under any circumstances.
7. The contractor has to nominate the vessel within **10 days** of readiness of the cargo.
8. Coordinate closely with the shipper/supplier (refer General Information for full address) to confirm the actual nature and volume of the cargo and its availability. The contractor / his load port associate must ensure close co-ordination with supplier and place vessel accordingly to avoid situations of "DEAD FREIGHT"). Any Storage charges arise out of mis-coordination between supplier and forwarder will have to be borne by forwarder
9. Coordination with the shipper/supplier (refer General Information for full address) to ensure dispatch and delivery of cargo at the nominated port to match vessel sailing schedule.
10. Contractor has to ensure that Vessel should be suitable to load and discharge the **cargo by its own gear. Use of Shore cranes is not permitted.**
11. Contractor to ensure that there is no pilferage of cargo being transported in loose/packed condition.
12. Contractor shall arrange for receipt and acceptance of cargo on board the nominated vessel at load port (Cargo will be delivered FOB by supplier/his agent.)
13. Coordinate for insurance survey at the time of loading at load port, unloading at discharge port and arrange to share copy of survey report to BHEL after the cargo is loaded/ unloaded on/from the vessel at the earliest.
14. The surveyor is nominated by BHEL/BHEL underwriter, the payment to this surveyor will be made by BHEL/BHEL underwriter. Contractor to provide all ship details in advance as required by the underwriter and provide documents like Vessel Stowage Plan, Sea Fastening Plan and Calculations, Logistics Plan and any other document required by underwriter/Surveyor. Surveyor will attend and approve the packing, loading, stowage and lashing arrangements on the carrying vessel including unloading arrangement thereafter. All recommendations of the surveyor are to be complied with by the contractor.
15. **Draft BL** has to be forwarded to BHEL in **7 working days** in advance of vessel arrival at load port for approval. Final BL to be issued by Forwarder to Shipper only after getting confirmation on draft BL from the supplier, and is to be handed over **within 3 working days** of sailing of vessel. In case BHEL incurs any detention, demurrage, storage, penalty, interest or any other losses due to late handing of the OBL, the same will be recovered from Forwarder Bills. **Bill of Lading issued by HANJIN SHIPPING COMPANY will NOT BE ACCEPTABLE.**
16. All the cargo in this consignment is to be shipped **under deck** only. Over deck stacking and shipping is strictly prohibited. **Transshipment of cargo is prohibited.**
17. Safe Discharge of Heavy Lift Cargo and non-heavy lift cargo at discharge port on to Trucks / Trailers. *Trucks/Trailers for onward dispatch to site will be arranged by BHEL.*
18. Stevedoring charges if any at both the Load and Discharge Port shall be on Contractor's account.
19. The contractor will have to contact and coordinate with BHEL transporter for correct and exact movement of Trailer to match Vessel arrival at discharge Port to ensure that vessel is not detained

- at the discharge port. It will be responsibility of the contractor to arrange for the loading of cargo at discharge port in BHEL vehicle incase BHEL takes **under hook** delivery. In any case **no** vessel detention charges will be paid at the discharge port by BHEL in case of any delay for receipt of materials by consignee.
20. 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.
 21. Contractor will be responsible for obtaining DO. The contractor shall arrange to issue examination D.O. as and when required without OBL, without any extra cost to BHEL.
 22. Contractor will follow all local laws / acts / rules prevailing in Transit while transporting the cargo without any liability to BHEL and indemnify BHEL from any mishap / claims while undertaking the work.
 23. No additional heavy lift surcharge, congestion charges, etc or any other shipping line charge or any other charges at load port or destination port will be paid. **Only** Charges specified in the Price Bid will only be paid as applicable.
 24. In case of any congestion at discharge port, the contractor shall do all necessary work for vessel berthing at discharge port. BHEL shall not be responsible for any vessel idling/detention charges due to delay in berthing including:
 - a. Delay in allocation of berth at load port/ discharge port
 - b. Delay in berthing for the want of arrangement of requisite Trucks/Trailers for direct delivery from the vessel.
 25. The contractor shall furnish the following: -
 - a. The final packing list received from supplier for shipment to be immediately forwarded to BHEL in advance.
 - b. Draft BL to be forwarded to BHEL in advance for confirmation. A scanned copy of final B/L to be sent to BHEL.
 - c. Cargo arrival notice along with ETA of the vessel to be communicated in 15 days in advance at discharge port.
 - d. The contractor shall furnish Prior IGM filed with Indian customs atleast **7** days ahead of vessel arrival at discharge port. Contractor to ensure there is no IGM error in custom at discharge port. If it found later on that there is IGM error then contractor has to resolve the issue with custom.
 26. Hook-on/Hook-off at Discharging Port shall be to the Contractor's account. Loading and discharging of the Cargo at discharge Port including Stevedoring Operations shall be the responsibility of the Contractor's.
 27. The Contractor has to make provisions for the Port storage area or rented Plot area accordingly at discharge port. Bidder will take all the necessary permissions from the relevant agencies at and outside Port etc. for carting of cargo activities without any involvement of BHEL.
 28. Trucking & Handling of the cargo from under vessel hook to offloading at the Discharge Port nominated storage area / Plot area. Payment for this Trucking and Handling will be made for the activity performed. BHEL may also decide to take under hook delivery of part cargo. BHEL will **provide minimum 7** days intimation that the vehicle/s will be arranged for under hook delivery by BHEL or otherwise.
 29. For cargo more than **80MT** per package, the packages should be off loaded on stools in case BHEL does not provide vehicle for under hook delivery. NO separate charges will be paid for stools.
 30. If BHEL does not take under hook delivery and cargo is offloaded at the Discharge port nominated storage area/ Plot area by contractor, then It will be responsibility of the contractor to arrange for loading of the cargo from discharge port nominated storage area/ wharf on BHEL's vehicle whenever BHEL places the vehicle for dispatch to site/plant.
 31. Contractor has to liase with BHEL transporters for IN/OUT/Entry/Exit of the vehicles at discharge Port and help/ arrange for all requisite gate-pass/forms/ passes as per requirements/ practice of discharge port.
 32. Payment of Wharfage and plot rent /storage/ demurrage of cargo, **as and if** applicable at discharge port will be **reimbursed** by BHEL at actuals. It is Bidders responsibility to arrange proper invoice along with applicable tariffs and correct GST no. of BHEL for the same. **Under any circumstances, BHEL will not open and maintain a PD account at discharge Port for the same.**

33. Contractor shall have to arrange all permissions from all concerned agency applicable for berthing of vessel, under hook deliveries, nomination of storage area, etc at discharge port.
34. The nominated vessel should be such a vessel, that the movement of which can be tracked online at all times during its undertaken voyage for the shipment.
35. **Custom clearance:** Contractor shall arrange all custom clearance activities at discharge port. The shipment will be in single Lot. The custom clearance for the cargo imported against the BLs shall be done in Project Import / Merit. The Project Import License is online registered with JNCH Customs. Contractor has share/ submit the freight bill at least 7 days before arrival of the vessel at discharge port. **Filing of Bill of entry will be done/ filed by contractor only after approval of checklist from BHEL.**
36. Contractor shall liaise with customs / Port / other relevant authorities and arrange for custom documentation, stamp duty payments (or any other activities as per customs requirements), coordination with Port authorities, vessel agents and BHEL appointed transporter. **Customs duty** as applicable shall be paid by BHEL/ Its customer after filing of the proper Bill of Entry. Stamp duty / any other statutory duties other than customs duty will have to be paid by the forwarder and will be reimbursed against submission of original challan by BHEL if applicable.
37. Arrange passes for BHEL personnel/ insurance surveyor for visit / supervision of the cargo loading /of loading activity to/from the vessel, if desired.
38. Bidder shall arrange suitable Security/Escort/Escort/Watch and Ward in adequate numbers at the storage area/ rented plot at discharge port
39. BHEL representative reserve the right for inspection of any or all operation during transportation, loading/ unloading/ storage / preservation/packing/ repacking/lifting/shifting etc and the bidder will be permitted to proceed with their further program after obtaining clearance from BHEL for the preceding activity, in case BHEL intends to carry out such inspection.
40. Any non-specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in the scope of work at no additional cost to BHEL.
41. Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs.
42. The contractor should provide the details of their **load port agent** details immediately **within 7 working days of receiving the LOA** to enable BHEL to amend the LC incorporating the agent details. Any charge incurred towards LC amendment due to any delay accountable to contractor shall be recovered from contractor.
43. Detailed Instructions, terms and conditions are covered in Section II, III, and IV & V of this Tender document. Bidders are requested to carefully read these sections.

SIGNATURE AND SEAL OF TENDERER

SECTION II

Instructions to Bidders

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 liable for rejection.
- 3.0 The bidder while submitting the offer should consider the **shortest, most economical and reliable logistics** to be adopted for transportation of cargo.
- 4.0 The price offer must be made only in the Price Bid formats enclosed with this tender.
- 5.0 The offers shall be kept valid for a period of **60** days from the date of opening of the tender and extensions thereof.
- 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. No corrections to be made to the price bid.
- 9.0 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.
- 10.0 The acceptance of tender shall be intimated to the successful bidder through a Letter of Award (LOA). The contractor shall be required to submit security deposit as per the Tender document, **within five working days** (excluding bank holidays) of issue of LOA, which should be valid up to **3 months** after the expiry of the contract period as specified in the Letter of Award. In case of delay in submission of security deposit, enhanced security deposit which would include interest (SBI rate + 6%) for the **delayed period**, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered, from the bills along with due interest
- 11.0 **Evaluation criteria**
 - 11.1 The offer of parties meeting the Technical 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 The total offered value will be calculated using the exchange rate (TT selling rate of SBI) as on technical bid opening date of tender opening shall be considered.
 - 11.4 The Tender will be finalized through Reverse Auction only as per BHEL Reverse Auction guidelines. Bidders who are technically not qualified will not be allowed to participate in the reverse auction.
 - 11.5 Vendor must fill all the schedules and Price for each and every items. If the vendor fails to quote any of the items in Price Bid, he will be disqualified and will not be allowed to participate in Reverse Auction.
 - 11.6 After the completion of Reverse Auction, the final bidder (L1 Bidder) will have to provide Price Break up of the Final Auctioned Price on Pro-rata basis of the original Price Submitted.
- 12.0 **Instruction for MSE Suppliers (Micro and Small Enterprises)**

MSE suppliers: The bidder to be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement

in EM, II) or valid NSIC certificate or EM II certificate with due validity, along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit 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 then the documents above required Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "

Copy of valid Udyam Registration certificate will also be considered for MSMEs. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before price bid opening.

Definitions of MSEs owned by Women is under:

- i. In case of proprietorship firm, proprietor must be woman.
- ii. In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by women promoters.

Definitions of MSEs owned by SC/ST is under:

- i. In case of proprietorship firm, proprietor must be SC/ST.
- ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters
- iv. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- v. District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
- vi. Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
- vii. Revenue Officer not below the rank of tahsildar.
- viii. Sub-Divisional officer of the area where the individual and/ or his family normally resides.
- ix. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

For MSE vendors getting award-

Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2007 subject to fulfillment of above procedure.

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

SIGNATURE AND SEAL OF TENDERER

SECTION –III
SPECIAL CONDITIONS

1.0 Transit Time Ocean freight:

- 1.1 Total Transit time permitted = **55 Days** (Inclusive of date of shipped on board as well as final IGM inward date)
- 1.2 **Start of Transit time** will be shipped on board Date (BL to have shipped on board date)
- 1.3 **End of Transit time** will be the date to final IGM (inward date) at discharge Port.
- 1.4 If the contractor fails to finalize/nominate the vessel within 10 days of shipper's or BHEL intimation / readiness of the cargo, **then the transit time will start** from **31st day** from shipper's or BHEL's intimation / LOA date / LC amendment date whichever is later.
- 1.5 **Transit Penalty:** The transit delay beyond the permitted transit period shall attract a penalty of 1% per day on the ocean freight value for the shipment subject to maximum of 10% of the total ocean freight of the shipment lot. However as per CGST Act, penalty will be taxable as service and is subject to GST @ 18%, which shall be charged over and above the penalty amount . A separate GST invoice will be raised by BHEL for the same

2.0 Time for customs clearance (CC):

- 2.1 Total time permitted for clearance is 5 custom working Days from last input from BHEL
- 2.2 LAST INPUT MEANS: Input of Documents from BHEL such as Documents/Revised invoice/final MOA etc.

3.0 Delay penalty

- 3.1 If Customs Clearance is delayed beyond the prescribed period Demurrages /storage charges/ ground rent/ Custom penalty and other punitive charges on account of physical clearances after period allowed will be recovered from the Bills of contractor for the actual delay caused by the contractor, if it is observed that the delay was due to improper action, negligence or any other cause directly attributable to the contractor.
- 3.2 However, in case of genuine difficulty on the part of contractor due to reasons not attributable to contractor (non-availability of document required for clearance, System Failures / non-placement of vehicles by BHEL nominated Transporter and any other similar reasons) demurrages shall be borne by BHEL on appropriate certification by concerned operation (Import) group.
- 4.0 The contractor has to **nominate the vessel within 10 days** of of readiness of the cargo.
- 5.0 Vessel details to be informed to Siemens (supplier) by the appointed Freight Forwarder at least 21 days prior to the arrival of such vessel at loading seaport.
- 6.0 **Vessel Qualification:** Cargo should be carried by mechanically self-propelled vessels of steel construction classed with classification society which is:
 - i. a member of associate member of International Association of classification societies(ICAS) or
 - ii. A national flag society as defined below, but only where vessel is engaged exclusively in coastal trading of that nation (including trading on an inter-island route within an archipelago of which the nation forms part)
 - iii. For the list of Current IACS Members and associate members refer to the IACS website at www.iacs.org.uk
- 7 **Age limitation of vessel:** It is the responsibility of the contractor to ensure that the vessel / vessels used for sea freighting complies with all the necessary national / international / insurance /safety regulations and its age is less than 25 years. The vessel / vessels used are certified for sea worthiness by Lloyds Register or Equivalent and should be with Institute of Marine Cargo clauses 1 or A. (A shipping company certificate certifying this should be given with each BL). The contractor must submit a compliance certificate from shipping company / agent confirming compliance of these requirements for Bill of Lading.
- 8 **National Flag society:** A national flag society is a classification society, which is domiciled in the same country as the owner of the vessel in question, which must operate under the flag of that country.
- 9 Suitable Vessel selected for freighting of the cargo is to be in line with Institute Classification Clause 01//01//2001
- 10 **Bill of Lading issued by HANJIN SHIPPING COMPANY will NOT BE ACCEPTABLE.**

11. **PAYMENT TERMS:**

- a. 100% payment of freight as per Price Bid in Indian Rupees will be made by BHEL, ROD, Mumbai after adjustment of penalty and GST on penalty, if any, **within 45 working days of** release of Delivery order.
- b. 100% payment of Customs clearance, trucking and handling etc. as per Price Bid in Indian Rupees will be made by BHEL, ROD, Mumbai after adjustment of penalty/demurrage, if any, **within 45 working days of** delivery of last cargo package at Discharge Port on BHEL vehicles.
- c. For payment of customs clearance charges, submission original Bill of Entry (manual or digitally signed) is must.
- d. Vessel qualification, age and type certification should be submitted along with the bill as per Section III.
- e. The date of Exchange rate will be considered as Date of Bill of lading for making freight payment. TT selling rate of SBI will be considered for exchange rate from USD to INR.
- f. Reimbursement of charges paid by the forwarder like warfage charges, Port/ Plot storage, etc will be made against submission of proper and correct GST invoices and bills along with applicable tariff, within 45 days of receipt of such bills. Invoices if issued in the name of BHEL will have to be submitted in original with correct GST nos. for claiming the reimbursement.

12. **The order will be placed only one party due operational exigency / efficiency.**

SECTION IV GENERAL TERMS AND CONDITIONS

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

- 1.1 "COMPANY" shall mean Bharat Heavy Electricals Limited, in short BHEL, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- 1.2 "CONTRACTOR" / "VENDOR" / "BIDDER" 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 rates finalized in the contract to be valid till all the activities in the scope of work is completed.
- 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 "Ton" means one metric Ton of 1,000 kilograms or one cubic meter.
- 1.12 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.
- 1.13 HEAVY LIFT (HL): Shall mean any one Cargo package of equipment and/or materials with weight greater than or equal to 100MT.
- 1.14 OVER DIMENSIONAL CARGO (ODC): Shall mean any one Cargo package of equipment and / or materials with any one of the dimensions exceeding those for General Cargo
- 1.15 LOT: Supplies which are shipped on single voyage/Flight of each vessel/Barge/Aircraft.
- 1.16 PROJECT CARGO: Shall mean any cargo comprising of equipment, fabricated items, and components of the manufactured equipment / system of: Mechanical, Electrical, Instrumentation & Control, Electronics, Metal structures / pipes, Large/ Heavy Engineering machinery, transformer oil, Resins, insulation material , hardeners etc or a mix thereof, Items used in power plants, transported as a

- containerized shipment and breakbulk shipment during the course of national or international transportation or exportation-importation.
- 1.17 Non Heavy Lift Cargo means General cargo and ODC i.e cargo that does not fall under definition of heavy lift.
- 2.0 Issue of Notice:**
- 2.1 The Contractor shall furnish the name, designation and addresses of his authorized agents/associates at Mumbai (India), at the Discharge Port and or at the CFS yard. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent/representative.
- 3.0 Commencement of Work:**
- 3.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the 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 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//TRUCK/TRAILOR/AXELS:**
- 5.1 The Bidder shall arrange the vessel i.e ship(s)/ (s)/ Truck(s)/ Trailer(s) /Axel(s) on specific intimation(s) from BHEL in writing or the time/schedule indicated in the LOA/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 vessel, 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 vessel. He will be responsible for examination of all the required documents before arrival of the vessel and any discrepancy in the same shall be attended to by the Bidder /BHEL in time to ensure loading on the vessel arranged by the Bidder as per cl.5.1 above.
- 5.4 Contractor should use vessels having good track records of timely delivery
- 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 vessel and unloaded from the vessel in time without its detention. The Bidder shall be fully responsible for detention of the vessel and BHEL shall in no way be liable to pay any detention charges whatsoever.

- 6.2 In case of non-availability of vehicles to receive cargo directly from Vessel on its arrival at port, the detention charges of stoppage of vessel at port 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 License/Permission/Registration

- 7.1 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. 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.
- 7.2 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.
- 7.3 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.
- 7.4 The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 7.5 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.

8.0 Invoices and Payments

- 8.1 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.
- 8.2 All the Bills like Freight Bills, THC, etc must be in the name of BHEL, ROD Mumbai having GSTN as 27AAACB4146P1ZF.
- 8.3 If contractors invoice is not in the name of "BHEL, ROD Mumbai", the GST will not be reimbursed to the contractor as BHEL will not be in a position to avail GST credit.
- 8.4 Contractor should timely update output data in GST portal to enable BHEL to take input tax credit. GST of the contractor will be released only on correct reflection of the invoice and amount of GST portal.
- 8.5 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 the date of Bill of Lading, 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.
- 8.5.1 100% payment of the charges will be made by BHEL by NEFT / RTGS against the bill submitted with all documents as per payment terms.
- 8.5.2 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 / GST TDS** and/or any other levies at the prescribed rates.

- 8.5.3 Contractor shall issue CAN (Cargo Arrival Notice) immediately on filing of prior entry IGM by the Liner/ Carriers
- 8.5.4 TDS / GST TDS as applicable will be deducted from contractor's bill.
- 8.5.5 All the bills should be submitted in duplicate i.e one original and one copy. In addition, one scan copy bill is also to be shared.
- 8.5.6 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.
- 8.5.7 The documents to be submitted along with bills in duplicate are as follows:
1. Contractors Invoice duly signed and stamped as per the Price bid Schedule (**digitally signed invoice with IRN/ QR code as per norms to also be submitted**)
 2. Final suppliers Packing list
 3. BL copy with shipped on board date
 4. Exchange rate certificate from SBI.
 5. Vessel qualification / age/class certificate
 6. BHEL - Unit/ ROD / Shipper's intimation of readiness (Email copy).
 7. Original Bill of Entry (in case of manual OOC Print) or Digitally signed OOC copy of BOE to be attached along contractors Customs clearance invoice.
 8. Documents to be submitted along with Trucking and Handling Invoice
 1. RDA (Road Dispatch advice) copies issued by BHEL.
 2. Copy of Original LRs issued by transporter.
- 8.5.8 Where ever freight is claimed on weight/CBM, Packing List issued by Supplier will be considered for final payment.

9.0 Time Limit for Submission of Bills

- 9.1 The contractor 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.
- 9.2 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 three month's 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.

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

- 10.1 If at any time during the execution 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.
- 10.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 10.3 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, **by giving 3 days' 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
- 10.4 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 10.5 In case of Risk Purchase is enforced, the contractor will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated Contractor to carry out the work further.
- 11.0 Observance of Local Laws:**
- 11.1 The Contractor shall comply with all Laws, Statutory Rules, and 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.
- 11.2 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.
- 11.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.
- 12.0 Safety of Men, Equipment, Material & Environment:**
- 12.1 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.
- 12.2 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.
- 12.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 12.4 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.
- 13.0 Contractor's responsibility for Insurance:**
- 13.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 13.2 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.
- 13.3 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.
- 13.4 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 for damage to BHEL/its Customer's property, if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.
- 14.0 All Original Bill of lading** should be issued as per UCP 600.
- 15.0 Force Majeure:** The following shall amount to force majeure conditions

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 Force Majeure conditions will apply on both sides.
- As the shipments have to be done in the prevailing COVID 19 situation, invocation of FM on grounds of generalized COVID 19 will not be acceptable, unless proofs of specific delays (closure of ports/ infection of crew, Quarantine Restrictions etc. is provided along with the Notice of invocation of FM)**

16.0 Prevention of Corruption

- 16.1 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.
- 16.2 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.

17.0 ARBITRATION & CONCILIATION

17.1 ARBITRATION:

- 17.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Conciliation Clause herein below or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the ROD issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL ROD issuing the Contract shall offer names of three proposed

Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL ROD issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.

17.1.2 The Arbitrator shall pass a reasoned award.

17.1.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Mumbai. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 17.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

17.1.4 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

17.1.5 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

17.1.6 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

17.2 CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

17.3 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-C (will be shared by BHEL as and when required). The Annexure-C together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein.

17.4 The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Annexure-C from time to time and confirms that it shall be bound

by such amended or modified provisions of the Annexure-C with effect from the date as intimated by BHEL to it.

18.0 Laws Governing the Contract:

18.1 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.

19.0 Indemnity

19.1 The Contractor shall indemnify and keep indemnified BHEL against 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 execution of the contract.

20.0 Security Deposit

20.1 Successful bidder shall submit 5% of the total contract value as security deposit within **within the 05 working days (excluding bank holidays)** of issue of LOA for the contract.

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

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

- i) Only Electronic Fund Transfer in favor of BHEL
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. List of Consortium Banks for issue of Bank Guarantee enclosed with the documents.
- iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

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

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

20.2.2 In case of delay in submission of security deposit, enhanced security deposit which would include interest (SBI rate + 6%) for the **delayed period**, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered, from the bills along with due interest.

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

20.2.4 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.

21.0 Earnest Money Deposit

21.1 The offers from the bidders shall enclose a EMD as per Techno Commercial Bid in any one of the following forms: Electronic Fund Transfer credited in BHEL bank account (before tender opening).

21.2 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.

- 21.3 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract.
- 21.4 If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- 21.5 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.
- 21.6 EMD of successful bidder will be adjusted towards part of the security deposit.
- 21.7 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.
- 21.8 EMD shall not carry any interest.
- 21.9 In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs. 20.0 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. The Bank Guarantee furnished should be strictly as per BHEL Format.

22.0 Discrepancy in Words & Figures: Quoted in Offer

- 22.1 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.
- 22.2 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
- 22.3 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 22.1 and 22.2 above.

23.0 Requirements of Performance.

- 23.1 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 thereof including legal complications, if any.
- 23.2 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.
- 23.3 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 handling of cargo, he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.
- 23.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Contractor at his own cost.

- 23.5 In the event of contractor backing out/not performing as per the contract, suitable action will be taken by BHEL as per contract. Additionally, future business of such de-faulting contractors will be suspended from business with BHEL as per company policy
- 23.6 Whenever asked by company, all documents including bill of lading, delivery orders, payment invoices etc. will be submitted 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.
- 23.7 In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the contractor's company becomes insolvent the contract shall automatically stand terminated.
- 23.8 In the event of vessel or its owners being declared as bankrupt or insolvent or is liable to arrest and is unable to complete the voyage then it is contractor's responsibility to make alternate arrangements at his own risk and cost to take the custody of cargo and delivery the cargo at named discharges port and complete all contractual obligation as per the scope of work.

24.0 Short – Landed or Damaged Goods.

- 24.1 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.
- 24.2 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.
- 24.3 The Contractor is responsible for safe handling and transportation of the goods.
- 24.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

25.0 Subletting Not Allowed

- 25.1 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. All details to be in line with tender provisions.
- 25.2 The contractor shall not split or transfer to any other party any part of the contract during the execution of the contract.

26.0 Joint Survey

- 26.1 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.

27.0 Guidelines for suspension of business dealings with suppliers/ contractor's: 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 <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

28.0 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.

29.0 Reverse Auction : For detailed information regarding reverse Auction procedure, please refer BHEL Reverse auction Policy available at <https://www.bhel.com/guidelines-reverse-auction-2021>

30.0 Verification of Documents:

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

31.0 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.

32.0 Confidentiality, Use of Contract Documents and Information

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

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

32.3 Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the

information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

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

32.1 Commitment by BHEL:

32.1.1 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.

32.2 Commitment by Bidder/ Supplier/ contractor:

32.2.1 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.

32.2.2 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.

32.2.3 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

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

34.0 Stacking and Tiltability Of Cargo/Packages:

34.1 The cargo should be stacked as per usual shipping standard practices. However, if any specific stacking information required the same can be given by supplier.

34.2 Definition of General cargo and Over Dimension cargo is given in General terms and condition of the contract.

35.0 E- Procurement:

35.1 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 website as given in the General Information table.

35.2 Neither the Organization (Bharat Heavy Electricals Ltd.) nor the e_procurement service provider (as given General Information table) 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.

36.0 Status/Progress Reporting of the contract.

36.1 The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the Contractor 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.

- 36.2** The daily reports shall clearly indicate the cargo status, vessel status, customs clearance status work force deployed, category-wise, specifying also the activities in which they are engaged etc.
- 36.3** 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 Contractor shall present program of subsequent week. The Contractor shall constantly update/revise his work program to meet the overall requirement.
- 36.4** During execution Contractor 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.
- 36.5** Successful contractor has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in Removable hard disk (as per requirement) and handed over to BHEL on monthly basis, if required.
- 36.6** The contractor shall be bound to report movement progresses of all shipments 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.

SECTION V
FORMAT FOR PQR TECHNO- COMMERCIAL BID

Sr No	Description	Confirmation by Bidder
Pre-Qualification Requirement (PQR)		
A	<p>Bidder must have an average annual turnover (revenue from operations) of the company of not less than Rs 233.5 Lakhs for the last three Years (i.e. for year, 2018-2019, 2019-20 & 2020-21).</p> <p>In case Bidder does not have audited financial results for any particular year or years (2018-19, 2019-20) then the average annual turnover shall be calculated by taking that year(s) turnover/Revenue from operation as Zero and the total shall be divided by 3.</p>	<p>copy of audited financial statements with P & L to be submitted</p> <p>In case the Audited balance sheet of 2020-21 is not available, bidder to give an undertaking on their letter head, that the “audit has not been completed for the year 2020-2021” and provide a Chartered Accountant Certificate with turnover/ revenue from operations details.</p>
B	<p>Bidders must submit proof of having have successfully executed <u>ocean freight contracts</u> (any logistics contract inclusive of International Ocean Freighting) in last seven years (ending last day of month previous to the one in which the tender is floated) as per following</p> <p>(1) Three contracts of value not less than Rs 311 Lakh each OR</p> <p>(2) Two contracts of value not less than Rs 389 Lakh each OR</p> <p>(3) One contract of value not less than Rs 623 Lakh</p> <p>NOTES: Details of the customer with email, contact details 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>	<p>Copies of contract / work order with satisfactory completion certificate of the work executed or completed from customer must be attached</p>
C	<p>Bidder must have experience in Ocean freighting/ handling of heavy lift cargo (Single piece, Equal to or more than 100 MT) in the last 7 years (ending last day of month previous to the one in which the tender is floated)</p>	<p>Self-certified Copy of Contract required for having relevant experience with certificate indicating successful handling of the same from customer along with applicable Bill of Lading/ MTD/ transport documents evidencing such transportations.</p>
D	<p>Earnest Money Deposit: The Bidders, shall submit tenders with interest free EMD as per tender conditions by way of NEFT/RTGS of Rs 1557000/- in account of</p>	<p>(Details of the EMD to be</p>

	BHARAT HEAVY ELECTRICALS LIMITED. Offers without EMD will be rejected.	provided here)
E	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 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.	A self-certification should be submitted by the bidder indicating compliances. Date to be mentioned on the certificate
F	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 Date to be mentioned on the certificate
G	Name, Address, email and contact details of the company at Discharge Port / Chennai	Electricity Bill/ Telephone Bill/ Rent agreement or any other document verifying the same.
Techno Commercial Bid		
1.	Tender Documents: 1.1 Entire tender document to be uploaded 1.2 Section V – PQR & Techno Commercial to be signed and stamped	To be submitted
2	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be uploaded	On letter head to be Uploaded
3	PAN CARD of the company, GST Certificate of the company, Application form with Bank signed E_mandate	Copies to be submitted
4	Integrity pact Agreement (IPA) (Refer annexure I) a. IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Bidders are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. b. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of IEM 1. Shri Virendra Bahadur Singh, IPS (Retd.) - vbsinghips@gmail.com 2. Shri Arun Chandra Verma, IPS (Retd.) - acverma1@gmail.com c. Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. <i>Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department For all clarifications/ issues related to the tender, Please contact representative details given in the General information section of this tender.</i>	To be submitted
5	Authority Letter : An authority letter indicating that the person signing the IPA is the duly authorized by the company/firm	To be submitted
6	Custom Clearance at Discharge Port Bidder to do the custom clearance and all the arrangement of documentation / necessary advance coordination as given the scope of Work, Customs Act etc. Details of party doing Customs clearance should be provided within 07 working days of date of sailing of cargo from load port.	Agreed

7	Vessel Qualification: As per tender terms and conditions	Agreed
8	<p>Transit Penalty: The transit delay beyond the permitted transit period shall attract a penalty of 1% per day on the ocean freight value for the shipment subject to maximum of 10% of the total ocean freight of the shipment lot. However as per CGST Act, penalty will be taxable as service and is subject to GST @ 18%, which shall be charged over and above the penalty amount . A separate GST invoice will be raised by BHEL for the same</p> <p>Delay penalty: If Customs Clearance or loading after discharge of cargo on BHEL vehicle is delayed beyond the prescribed period, Demurrages /storage charges/ ground rent/ Custom penalty and other punitive charges on account of physical clearances after period allowed will be recovered from the Bills for the actual delay caused, if it is observed that the delay was due to improper action, negligence or any other cause directly attributable to the contractor.</p>	Agreed
9	Payment Terms: As Specified in the tender.	Agreed
10	Indemnity: Contractor shall keep BHEL indemnified from all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the execution of the Contract.	Agreed
11	Arbitration: As Specified in tender Terms & Conditions	Agreed
12	Force Majeure: As specified in the tender Terms & Conditions	Agreed
13	Validity of The Contract. The contract will remain valid till all the activities as per scope of work is completed or till 4 months from the date of LOA whichever is later.	Agreed
14	Insurance: As per tender terms and conditions	Agreed
15	Additional War Risk Insurance: In the event of war or war like situation, additional war risk premium if any as per notification of the Lloyd's surveyor/Insurance additional insurance premium paid receipt for war risk, pro rata, insurance for Hull machinery for the BHEL cargo may be considered for payment.	Agreed
16	Cancellation Of The Contract: As Specified in tender Terms & Conditions	Agreed
17	Transshipment of the cargo is not permitted	Agreed
18	Taxes: As Specified in tender Terms & Conditions	Agreed
19	GOVT. RULES & REGULATIONS: Contractor to abide by all the rules and regulations related to Road/ ocean transportation, traffic, police, customs, port etc. These would include all levies, licences, and permits for operation in India / transit country / load port country. It is obligatory for Contractor to comply with regulating requirements in load port country are fully met before award of the contract.	Agreed
20	Risk Purchase: In the event of failure of Contractor to Ship the consignment offered to them within 31 days of readiness of cargo, BHEL reserves the right to use alternative source at their risk and cost and extra expenditure incurred if any shall be borne by the Contractor. Contractor shall ensure that the vessel is placed as per contract.	Agreed
21	<p>Reverse Auction: The contractor accepts to participate in the Reverse Auction Process in line with the Business Rules.</p> <p>After the completion of RA, the final bidder (L1 bidder) will have to provide Price Break up of the Final Auctioned Price on prorata basis of the original price submitted.</p>	Agreed
22	Offer Validity: The offer of bidders will be valid for 60 days from due date of tender and extension thereof.	Agreed
23	Submission of Security Deposit: Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due	Agreed

	interest.	
24	Lifting Beams & Accessories: Contractor to arrange for lifting beams/spreader beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading of the cargo both in India and overseas, if required.	Agreed
25	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
26	If at any point of time it is found that the details furnished by the contractor are not correct then BHEL reserves the right to cancel the contract, forfeit security deposit and initiate risk purchase	Agreed
27	Dead Freight: Contractor has to coordinate and plan the movement of cargo with all concerned agencies. Under any circumstance Vessel detention / Dead Freight will not be paid at all.	Agreed
28	All payments will be made as per actual cargo being handled	Agreed
29	The order will be placed only one party due operational exigency / efficiency.	Agreed

Seal of the Company & Date

Signature & Name of Contractor

SECTION -VI
Application Form
(TO BE FILLED AND SUBMITTED ON LETTER HEAD, DULY SIGNED AND STAMPED)

1. i. Name & address of the Company :
- ii. Year of Establishment of Company :
2. Type of Ownership :
Proprietary or Partnership or Private Limited
or Public Limited or any other (specify).
3. Valid Registration Certificate like the :
Directorate General of Shipping,
Ministry of shipping, Govt. of India/ CHA registration/
Port registration etc (Provide registration no. &
Self-certified Copy to be enclosed)
4. Certificate of Incorporation in respect of Ltd. Co. :
(Provide date of incorporation & Self-certified Copy to be enclosed)
5. Partnership Deed in respect of Partnership Firms.:
(Self-certified Copy to be enclosed)
6. Information on Party's Offices in India (Discharge port/Chennai)
 - 6.1 Office address :
Telephone No / Mobile No. :
Name of contact persons :
Email IDs :
 - 6.2 Office is owned or rented :
7. FINANCIAL DETAILS: Latest Three Year Annual Report is attached.
8. Company details
 - a. PAN:
 - b. Bank Reference: (Details for Electronic Fund Transfers as per enclosed Annexure-8)
 - c. GST Registration Number:
9. Organizational Information:
 - a. Directors/Partners if related to any BHEL **employee**
Name:
Staff No.:
Designation:
Department:
Relationship:
 - b. If any ex-BHEL personnel is employed by the party, mention his/her
Details of last posting
Name:
Staff No.:
Designation:
Department:
Relationship:
10. Details of CEO/ Proprietor:
 - a. Name:
 - b. Designation
 - c. Aadhar No

- d. Email
- e. Tel No:
- f. Mobile

11. Details of authorized signatory:

- a. Name:
- b. Designation
- c. Aadhar No
- d. Email
- e. Tel No:
- f. Mobile

12. Details of Directors in case of Private Ltd; One-person company; Public Limited; and Partners in case of LLP/ LLP Firms/Proprietor in case of Proprietorship company. (If more than one Director attach separate sheet for each director)

- a. Name:
- b. Gender
- c. % of Share of Ownership
- d. % share in case women partners/ promoters
- e. SC/ST(Yes or No)
- f. PAN
- g. Aadhar No
- h. Email
- i. Tel No:
- j. Mobile

13. Whether Company is Micro/Small Enterprise (MSE) Category Yes / No
(Attach relevant documents)

14. If Company is Micro/Small Enterprise (MSE) Category whether owned by SC/ST Yes/No

15. If Company is Micro/Small Enterprise (MSE) Category whether owned by Women Yes/No
a. If yes Percentage share of Women promoter/s / Partner/s :

16. Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Labourer's Act / Child Labour Act / Transporter board/ Customs and Port procedures and all other relevant Acts, Rules and Regulations of West Bengal, Govt. of India in course of their activities and whether they are being fully complied with. Also all handling equipments are complying as per HSE compliance /OHSAS compliance. Yes / No

I/We give the undertaking that details given to M/s BHEL shall not be used in any way detrimental to the interest of BHEL and/or for supply of service directly or indirectly to any other customer. The information given in the above format is true to my knowledge and belief. If the above information is found false, our application is liable for rejection/cancellation of registration.

Seal of the Company & Date

Signature & Name of Contrator

Note:

1. The above application should be furnished in prescribed format only.
2. The filled up application has to be submitted along with the supporting documents, along with the tender.
3. Signing of the application form:

Type of firm	Who should sign the application form	Remarks
Govt. Of India Undertaking/State Govt. Undertaking	Person holding power of attorney	The power of attorney in original to be uploaded in the e_portal system.
Proprietorship	Proprietor	-
Partnership	The Partner holding power of attorney	The power of attorney in original to be uploaded in the e_portal system.
Limited Company	Persons holding Power of attorney	The power of attorney in original to be uploaded in the e_portal system.

SECTION –VII
FORMAT FOR PRICE BID

SI No	Description	Total Qty. (tentative) (A)	Currency	Ex. Rate (B)	Unit	Rate (C)	Total (Rate * Qty * Ex. rate) (D) = (A)* (B)* (C)
1	Ocean Freighting from Rotterdam to Tuticorin Port as per scope of work	2121 FRT	USD		PER Freight Ton		
2	Terminal Handling Charges /Trucking and Handling as per scope of work) - (ref note1 below)						
2.1	Charges for cargo weight less than 100 MT	1485 FRT	INR	1	PER Freight Ton		
2.2	Charges for Heavy Lifts (weight > =100 MT)	636 FRT	INR	1	PER Freight Ton		
3	Customs Clearance at Discharge Port as per scope of work	Lumpsum	INR	1	Lumpsum		
	Total	(D) = 1+ 2.1 + 2.2 + 3					

Note:-

1. Evaluation will be done on Total Cost to BHEL in INR
2. For Evaluation purpose the SBI TT Selling exchange rate on the day of Technical opening will be considered
3. No separate Crane/ forklift/stools/ hydra/labour/shifting or any equipment's used for handling of the cargo will be payable separately.
4. No other/ separate shipping line charges or DO charges or late charges will be payable
5. Shipment to be done in single LOT.
6. Applicable Government taxes shall be reimbursable on submission of documents.
7. All payments will be made as per actual cargo being handled.
8. No additional payment (GRI/RRI etc) on any account shall be considered for payment.
9. No additional choking/lashing charges shall be applicable.

SECTION –VIII

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

M/s Bharat Heavy Electricals Limited,
14/15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Sub: Compliance letter for Your Tender no RE/MUM/IMP/HW/IS-2125

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.

I agree to furnish any other information / produce any record for inspection as may be required by the competent authority or an officer duly authorized by the competent authority of Bharat Heavy electrical Limited.

I / We also give the undertaking that all the statutory acts, rules & regulations applicable to International Business and to central /state Govt. in load port and discharge port country are being and will be followed by us in course of our operations/ execution of the contract.

We are aware and now conversant with local site conditions / Weather conditions / Route feasibility to site/Local social issues/Local labor issues/Local political issues/ Geo-political situation/ Work Culture/ Weekly holidays/ festivals Holidays, etc.

The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions both in load port country / discharge country and enroute.

I affirm that the particulars given are true to best of my knowledge and belief.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER

Integrity Pact

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 1 10049 (India) hereinafter referred to as The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

----- (description of the party along with address), hereinafter referred to as The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART'

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for -----
----- The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
 - 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 2.1.4 The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

- 3.1 If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

- 7.1 If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor. upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) / Sub-contractor(s) with confidentiality,
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6.1 The Monitor will submit a written report to the CMD. BHFI_ within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6.2 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

- 8.6.3 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD , BHEL has not , within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.6.4 The number of Independent External Monitor(s) shall be decided by the CMD BHEL.
- 8.6.5 The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Date-----

Witness for BHEL:
(Name & Address)

Witness for contractor:
(Name & Address)

(On company Letter Head)
Bank E-mandate letter

(Refer clause 8b of the application form)

Information of Bank Account of Company	Document to be submitted
<p>The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer EFT/ RTGS) is to be submitted:</p> <ol style="list-style-type: none"> 1. Name of the Company 2. Name of Bank 3. Name of Bank Branch 4. City / Place 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch 	<p>Information of Bank Account of the Company duly endorsed by Bank</p>

Signe of Authorized Signatory

Date:

Stamp & Seal