



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

**Regional Operation Division, Mumbai**

14<sup>th</sup> Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone: 022-22171350, Fax: 022- 22171205.

**No.RE/MUM/EXP/ES-1703**

**Date: 05/05/2017**

To,  
M/s \_\_\_\_\_

Dear Sirs,

**Sub: Appointment of Shipping agent for arrangement of Containers & Pre-FOB activities at JNPT.**

BHEL, a Power Equipment Manufacturing Company, intends to export Engineering cargo to Comoros. **Ocean Freight Agents/Multimodal Transport Operators/CHAs/CFS having a valid registration Certificate for Freight forwarding / Ocean carriage / Steamer agent /Multimodal Transportation agents/ Custom House agents/CFS operations from Custom/Ports of Mumbai or DG of Shipping** are invited to participate in the subject E-tender for the above subject activities by giving their most competitive e-offer complying with the terms and conditions of the tender.

- |   |                 |
|---|-----------------|
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The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for 30 days for acceptance from the due date of tender. The bidders are required to submit their most competitive offers complete in all respect and without any deviations as per instruction in section III in three parts i.e PQR Bid (Part 1); Technical Bid (Part 2); Price Bid (Part 3) through online E-procurement portal <https://bheleps.buyjunction.in> only. The offer should comply with the all tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened. No other forms of offer like Hard copy; emails will be accepted.

Bidders must submit their E-offer for the above on or before due date of tender ie **15:30 Hrs , 16/05/2017** through online E-procurement portal <https://bheleps.buyjunction.in>. Pre qualification requirement (PQR) offers (Part-1) shall be opened online on **16/05/2017 16:00 Hrs**. Technical Bids (Part –II) of the bidders who meet the PQR conditions & further Price Bids (Part III) of technically qualified bidders only will be opened on online e-procurement only after due intimations to the qualified bidders.

BHEL reserves the right to go for Reverse Auction (RA) for finalization of this tender instead of price bids opening i.e (Part III) opening for the technically qualified bidders, However the bidders are advised to quote their most competitive rates in the price bid. The Reverse Auction of technically qualified bidders shall be held through a separate service provider. Successful bidder shall be responsible for completion of the contract in all respects

Thanking you,

-Sd/-

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

Sr Engineer(MS-Export)

Encl: Section I to VIII

## GENERAL INFORMATION

BHEL is executing 18MW power project in Maroni Comoros. BHEL intends to appoint a Contractor for arrangement of SOC containers & Pre-FOB activities for container transportation of Project cargoes to Comoros. The contractor will also have to arrange for pickup of cargo from warehouse (BHEL's CHA warehouse), local transportation till nominated CFS nearby Nhava Sheva Port and arrange for export customs clearance and further handing over to Shipping agent for onwards ocean carriage. All the cargo will have to be shipped in approx 20 (Twenty) 40FT GP/HC Shipper Owned Containers (SOC) arranged by the contractor. The cargoes is likely be arrive by 15<sup>th</sup> May 2017onwards. **The bidder must have a valid registration Certificate for Freight forwarding / Ocean carriage / Steamer agent /Multimodal Transportation agents/ Custom House agents /CFS operations from Custom / Ports of Mumbai/ Nhava Sheva or DG of Shipping.** The quantity of cargo is about 255 MT subject to a variation of +/-20% (no contractual or legal binding on BHEL regarding cargo volume. The contractor has to arrange seaworthy SOC containers having intact CLC plates and acceptable for export.

The scope of work will be inclusive of Receiving of cargo from BHEL transporters at CFS, storage in their nominated CFS, arrangement of containers, collection of empty containers from applicable yard, Coordination with shipping/booking agent, transportation of empty containers till nominated CFS, stuffing of cargo in containers, lashing, custom clearance at load port and further Terminal handling and handover to Shipping agents on FOB basis. The bidder while submitting the offer should consider the shortest, most safe, economical and reliable logistics to be adopted for transportation of cargo

Other details are as follows

Sn		
1	<p>Name and Address of concerned persons for Tender BHEL ROD Mumbai</p> <p>Mr. Sanjeev Shikhare, Sr Dy. General Manager (Exports)</p> <p>Mr. Vishwa Chandan Sr Engineer (Exports)</p> <p>Mr Deepjwala Kumar Sr Engineer (Exports)</p> <p>Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15<sup>th</sup> Floors, Centre-1, World Trade Center,Cuffe Parade, Mumbai, Maharashtra, India</p>	<p>Phone Nos. &amp; Email</p> <p>Ph No. 022- 22171301 Email : rodsds@bhel.in</p> <p>Ph No. 022- 22171342/9819979380 Email : vishwa.chandan@bhel.in</p> <p>Ph No. 022- 22171303/9029046428 Email : deepjwala@bhel.in</p>
2	Terms of Delivery:	FOB JNPT
3	Consignee details:	Ministry of Production, Environment, Energy, Industry & Crafts(MPEEIA), Government of Union of Comoros, B.P. 41, MORONI, Union of Comoros.
6	Quantum of cargo	17 x 40'GP + 3x40'HC containers
7	Tentative date of supply	From 15 <sup>th</sup> May onwards.
8	Overseas Infrastructure Alliance (India) Private Limited <b>Contact details</b>	Mr. Sudhan Maynak (+91-7710063600) Email: sudhan.maynak@oialliance.com
	Nominated Shipping line/Agent details:	M/s Tiger Logistics Cont. person: Mr Tarundeep (+91-8860788865) Mr Pranav Sarkar(+91-7738387241)
8	<b>Due date &amp; Time of submission of EMD</b>	<b>16<sup>th</sup> May 2017 by 14:00 Hrs</b>

	<b>BHEL Warehouse details</b>	<p>VIRGO LOGIPARK PVT LTD  A/C. SHARP LOGISTICS PVT LTD  NEAR CHIRLE TOLL NAKA, NATIONAL HIGHWAY 4B  VILLAGE-JASAI, URAN-400702, Mumbai</p> <p>1. Mr.Jitu Bhoir cell no +91-9773629669  Email id <a href="mailto:jitendra.bhoir@vrsharp.com">jitendra.bhoir@vrsharp.com</a></p> <p>2. Mr. Dhananjay Yelve cell no +91-8879635632. Email id <a href="mailto:dhananjay@vrsharp.com">dhananjay@vrsharp.com</a></p>
9	<b>Due date &amp; Time of submission of bids in all respect on online portal <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a></b>	<b>16<sup>th</sup> May 2017 by 15:30 Hrs</b>
10	<b>Date and time of opening of Technical Bid(Part I) of tender</b>	<b>16<sup>th</sup> May 2017 on 16:00 Hrs</b>
11	Date and time of opening of Price bid (Part II)/ Reverse auction.	Information will be furnished vide email separately.
12	Name and Address of concerned persons of E-procurement agency	<p>M Junction services Ltd  Name : Bhaskar Chakraborty  Team Leader- EPS Helpdesk(buy Junction)  Ph : 033-66106078  033-66011717  Mob: 08584008205  Email: <a href="mailto:bhaskar.chakraborty@mjunction.in">bhaskar.chakraborty@mjunction.in</a>  Address:</p> <p>Godrej Waterside Tower I  9<sup>th</sup> Floor Plot # 5  Block –DP Sector V  Salt Lake city ; Kolkata- 700091</p>
13	Name and Address of concerned persons for technical help from BHEL side	<p>Mr Vaibhav Khanna (Engineer-MS)  BHEL-ROD  14/15<sup>th</sup> Floor WTC 1  Cuffe parade Mumbai -05</p> <p>Mob: 09930231143</p>
14	Value of Cargo	<b>INR 340000000</b>

## SECTION – I

### Pre Qualification Requirement (PQR)

*Relevant documents copy to be uploaded on online e-procurement portal in PQR Bid i.e Part I .*

The Qualifying Requirements for contractors are as Follows:

1. The bidder must be **Ocean Freight Agents/ Multimodal Transport Operators/CHAs/CFS having a valid registration Certificate for Freight forwarding / Ocean carriage / Steamer agent /Multimodal Transportation agents/ Custom House agents/CFS operations from Custom/Ports of Mumbai or DG of Shipping.**(Notarized copy must be uploaded on e procurement portal).
2. Bidder must have an average annual turnover not less than 9.6 Lakhs in “**Ocean Freight operations/Multimodal Transport Operations/CHA/CFS operations/ Container operations**” business for the last 3 financial years. (i.e for year 14-15,15-16 & 16-17) (CA certificate indicating details of each FY along with audited balance sheet/annual report is to be submitted).(If the financial year report of 2016-2017 is not available, data for 3 previous year may be given i.e for 2014-15; 2015-2016;2016-2017 however in this case certificate from same auditor is required that audit is still not completed for the FY 2016-2017).(Copy must be uploaded on e procurement portal)
3. Bidders must submit proof of having have successfully executed contracts for “**Ocean Freightin g/Multimodal Transportation/ CHA operation/ CFS operation/ Container operations**” in the last 7 years (ending last day of month previous to the one in which the tender is floated) as under (Copies of work order/contract copy/along with satisfactory completion certificate from customer is to be uploaded on e procurement portal)
  - (a) Three contracts of value not less than **Rs 12.8 lakhs** each.
  - or
  - (b) Two contracts of value not less than **Rs 16 lakhs** each.
  - or
  - (c) One contract of value not less than **Rs 25.6 lakhs** each.

*Details of work order/contract shall be given in support of the above as per below format*

Sl No	Full Address of Client and Officer in charge	Postal of	Brief description of Work & Quantities	Work Order No. and date	Value of Contract in Rupees in Lakhs	Time Schedule in months	Actual date of completion

*For each case of Work Experience filled in the format , self attested copy of work order / Letter of Award and Self attested copies of work completion certificates issued by the agency who has awarded the contract should be uploaded on e-portal. BHEL reserves the right to verify the authenticity of the document from the originator , hence the party should ensure that all contractual & contact details are available in the completion certificates to lend easy verification wherever required.”).*

4. Bidders must have service tax registration. (Copy must be uploaded on e procurement portal)
5. The parties should NOT have been referred to BIFR/NCLT or declared ‘SICK’ by any Statutory Authority. (A self certification Copy must be uploaded on e procurement portal)
6. The parties should not have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India. (A self certification Copy must be uploaded on e procurement portal)
7. Bidder should have its own CHA license or having tie up with CHA for custom clearance at JNPT(Notarized copy of CHA license along with letter of support from the CHA to be uploaded by the party on e-procurement portal.

The bidders must qualify in ALL the PQR conditions as above. The offers of the bidders not qualifying in PQR shall be rejected. The technical bid (Part II) of only those bidders who qualify in the PQR bid(Part I), shall be opened

## Application Form for Qualification Requirements (To be filled and uploaded in online PQR bid –Part I)

1. i. Name & address of the Company :
- ii. Year of Establishment of Company :
2. Type of Ownership :  
Proprietorship or Partnership or Private Limited  
or Public Limited or Central Undertaking or  
State undertaking or Any other (specify)
3. Valid Registration Certificate from the :  
Customs/Port Registration/DG Shipping  
(Provide registration no. & Copy to be enclosed)
4. Certificate of Incorporation in respect of Ltd. Co. :  
(Provide date of incorporation & Copy to be enclosed)
5. Partnership Deed in respect of Partnership Firms. :  
(Copy to be enclosed)
6. Information on Party's Offices in India
  - 6.1 Office address :  
Telephone No / Mobile No. :  
Name of contact persons :  
Email IDs :
  - 6.2 Office is owned or rented :
  - 6.3 Own Warehouse/  
Tied up Warehouse with other agency address :
  - 6.4 Own CHA/Tied up CHA agency details :
7. FINANCIAL DETAILS: The Financial Data for 3 years to be certified by the Statutory Auditor (CA) on his letterhead is required. If the financial year report of 2016-2017 is not available, data for 3 previous year may be given i.e for 2013-14;2014-15;2015-16.

Sn	Description	2014-2015	2015-2016	2016-2017
	Total Turn Over of Company in Rs Lakhs in Ocean Freight Agents /Multimodal Transport Operators /CHAs/CFS business			
	Net worth (paid up share capital or partnership capital or proprietor capital +Reserves			
	Net Profit in Rs Lakhs			

8. Company details
  - a. PAN:
  - b. Bank Reference: (Details for Electronic Fund Transfers as per enclosed format)
  - c. Service Tax 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:
  - c. Perception of party's chief executive about BHEL:
    - (i) Chief executive's opinion about dealing with BHEL
    - (ii) Whether he is willing to work with BHEL on long-term contract basis with a time bound target for improvement in quality of the product and reduction in prices and what support he expects from BHEL towards achieving this goal.
    - (iii) Any other aspects, which would be beneficial for the improvement in BHEL's performance. (Use separate sheet if required)
10. Directors / Partners, if related to any BHEL employee.
- a. Name :
  - b. Staff No. :
  - c. Designation :
  - d. Unit & Department :
  - e. Relationship :
11. If any Ex-BHEL Personnel Is employed by the Company, mention his / her details of Last Posting.
- a. Name :
  - b. Staff No. :
  - c. Designation :
  - d. Unit & Department :
  - e. Date Of Leaving Service :
12. Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Labourer's Act / Child Labour Act / Mathadi board / Transporter board/ Customs and Port procedures and all other relevant Acts, Rules and Regulations of Maharashtra state and 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 /ISO 9001/14000/OHSAS compliance.
- Yes / No**
13. Whether organization has been referred to BIFR/NCLT or declared 'SICK' by Statutory Authority.
- Yes / No**
14. Whether organization is in banned list of BHEL/Government of India/any Government of India undertaking
- Yes / No**

I/We give the undertaking that BHEL details 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.

**Note:**

1. The application should be furnished in prescribed format only.
2. The documents can be downloaded from BHEL Website : [www.bhel.com](http://www.bhel.com)
3. The filled up application has to be uploaded on e procurement portal along with the supporting documents, on or before the due date and time.
4. All pages of Section-I of the tender along with the attached documents has to be digitally- signed by authorized signatory along with his stamp and seal of the organization and uploaded on e-procurement portal in EQR bid i.e Part-1. Since this is E- tender so signature means digital signature and Power of attorney /Authority required for digitally signing authority.
5. Signing of the application form:

Type of firm	Who should sign the application form	Remarks
GOVT. OF INDIA UNDERTAKING	Person holding power of attorney	The power of attorney copy along with Notarized copy to be uploaded with application
PROPREITORSHIP	Proprietor	-
PARTNERSHIP	The Partner holding power of attorney	The power of attorney copy along with Notarized copy to be uploaded with application
LIMITED COMPANY	Persons holding Power of attorney	The power of attorney copy along with Notarized copy to be uploaded with application

**Format -1**

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"> <li>1. Name of the Company</li> <li>2. Name of Bank</li> <li>3. Name of Bank Branch</li> <li>4. City/Place</li> <li>5. Account Number</li> <li>6. Account type</li> <li>7. IFSC code of the Bank Branch</li> <li>8. MICR Code of the Bank Branch</li> </ol>	Information of Bank Account of the Company duly endorsed by the Bank

(Refer clause 8b of the application form)

### **Documents to be Uploaded by bidder on E-procurement portal PQR bid i.e Part I**

Following documents should be uploaded in the PQR bid preferably in the same order of sequence shown below. **Offers without the below requisite documents shall not be accepted for further evaluation.**

1. Duly filled application form.
2. EFT details of **EMD of Rs 64200/-** on or before due date and time of tender.
3. Notarized Copies of Power of attorney & copies thereof for signing authorities.
4. Notarized copy of Memorandum of Articles of Association or Certificate of incorporation.
5. Notarized copy of valid registration Certificate for Freight forwarding / Ocean carriage / Steamer agent /Multimodal Transportation agents/ Custom House agents/CFS operations from Custom/Ports of Mumbai or DG of Shipping.
6. A certificate in original from a firm of Chartered Accountants and audited balance sheet/annual report confirming the Turn-over and other details as required under essential criteria detail as per SI no 2 of section - I & application form).
7. Copy of the Service Tax registration certificate.
8. Letter of authorization for signatories to act on behalf of company.
9. Work order/contract copy/satisfactory completion certificates from customers as per PQR at sr no 3.
10. The parties should NOT have been referred to BIFR/NCLT or declared 'SICK' by any Statutory Authority. A self certification should be submitted by the party.
11. The parties should not have been banned for business dealing by BHEL/Government of India /Undertaking of Government of India. (A self certification should be submitted by the party).
12. Copy of PAN card.
13. Notarized copy of CHA License along with letter of support from the CHA.
14. Declaration for Pre Qualification requirement.

## **DECLARATION BY BIDDERS (on Company's letter head)**

To,  
Bharat Heavy Electricals Ltd.  
14/15<sup>th</sup> Floor, ROD, World Trade Centre-1,  
Cuffee Parade, Coloba,  
Mumbai-400 005.

Sir,

SUB: Declaration for Pre Qualification requirement.  
REF: Tender No. RE/MUM/EXP/ES-1703

I hereby submit documents for Pre Qualification requirement for tender no RE/MUM/EXP/ES-1703

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

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 central /state govt. are being and will be followed by us in course of our operations.

Applicant Name and address

Name of the person signing

The application and his status in the company

## SECTION – II

### SCOPE OF WORK

#### **Cargo Description:**

The cargo comprises of about 255MTs +/-20% to be shipped in multiple lots. The contractor will have to ensure that the cargo is shipped / transported out at the earliest as per scope of work. Detail Packing list is not available however cargo dimensions will be within the stuffing range of HC and GP containers. Payment will be made only for actual no. of containers **shipped** and rate finalized as per price Bid.

#### **The scope of work covers the following:**

#### **The scope of work covers the following:**

The entire cargo of will be shipped in several lots in 17x40'GP & 3X40' HC SOC Containers arranged by contractor from Nhava Sheva /JNPT port on FOB terms. The contractor is required to go through the scope of work as detailed below. The cargo is likely to arrive at CFS from 15<sup>th</sup> May onwards tentatively.

**Load Port: Nhava Sheva /JNPT Port, India**

**Terms of delivery: FOB**

**Discharge Port: Moroni , Comoros**

#### **The scope of work includes:**

- 1) Arrange for receiving and unloading of the cargo arrived through BHEL/BHEL Supplier's transporter at contractors nominated CFS.
- 2) Issue proper receipt to BHEL/BHEL Supplier's transporter for cargo received.
- 3) The contractor shall arrange for safe unloading of the cargo received at their own nominated CFS.
- 4) The contractor has to ensure the safety of cargo in his custody and keep proper package wise record of arrival and dispatch of cargo to /from the CFS and send daily updates to BHEL via email giving details of the packages/ original documents received.
- 5) Contractor to inform BHEL sufficiently in advance the input documents required for Export custom clearance.
- 6) Arrange for customs clearance of the materials at load port i.e Registration of DEEC license with customs, collection of export documents from our office, processing the multiple shipping bills (*DEEC / drawback etc as the case may be as advised by BHEL from time to time*) and providing necessary endorsed documents of export (EC copy of S/Bills, ARE-1 endorsed by customs, SDF etc.).
- 7) Take all the necessary permissions from the relevant agencies at CFS for carting of cargo. The contractor is free to choose the CFS stuffing point and no additional cost for movement of empty container or loaded container from CFS to CFS or CFS to Port will be given.
- 8) Arrange good quality suitable cargo worthy, Sea worthy SOC containers (SOC container on non returnable basis) in CFS nominated by contractor. These containers should be wind tight and water tight and have valid container safety convention (CSC). The prefix on the SOC container should be

valid and registered with BIC (Bureau International des Conteneurs). Container to have clear and visible CSC plate.

- 9) Contractor to ensure that the empty container is fully inspected on the exterior and interior. Container must be found suitable for loading of the goods with respect to cleanliness, dryness, free of odour, free of crack, proper closing and proper rubber seals, interior/exterior paint and wooden floor being reasonably intact, no hole/potential leakages. Ensure that Lashing eyes are provided on the longitudinal beams on the floor, roof and corner posts. Contractor should arrange survey of empty containers from IICL inspector and provide Cargo Worthy certificate/ survey report for each container.
- 10) Contractor should carry out optimum stuffing of cargo in container to avoid problems such as cargo overflow or wastage of space. When packing a container or securing cargo, the Guidelines for Packing and Securing Cargoes in Containers for Transport by Land or by Sea (Container Packing Guidelines) issued by the International Maritime Organization (IMO) and International Labour Organization (ILO), must be observed. Cargo must also be secured within a container against all ship movements, such as rolling, pitching and yawing. Individual cargo parts that do not fill up the floor must be secured by being chocked and lashed.
- 11) The no. of containers intimated is tentative based on the engineering design weight and dimension of package and shall vary as per actual upto  $\pm 20\%$ . Hence contractor has to ensure to arrange only that much SOC container as per the actual cargo in CFS. If contractor arranges SOC container in excess of available actual cargo the same will have to be returned back by contractor at his own cost. BHEL will not pay for transportation/storage/unloading/ loading charges/CFS charges etc for such excess containers.
- 12) Contractor should provide container wise packing list after stuffing of containers or stuffing report.
- 13) Transport the loaded sealed containers to the vessel and load the containers on the vessel at JNPT. All CFS/ THC charges to be borne by the contractor.
- 14) The SOC containers shall be treated as BHEL property and cost of containers are to be included in price quoted by contractor in price Bid.
- 15) All CFS charges including storage charges, container cost on non returnable basis, stuffing cost, cargo securing cost and any other cost if any, will be to the contractor's account. **Cargo shall be moved on full container load only.**
- 16) The cargo shall be available from 3rd week of May 2017 onwards.
- 17) The vessel booking is being arranged by our consortium partner i.e M/s OIA (Overseas Infrastructure Alliance or his agent M/s Tiger Logistics. Contractor has to coordinate with M/s OIA or his appointed agent for booking details etc till Gate IN of all containers. M/s OIA or his agent will require 15 days advance notice of readiness of loaded FCL containers in all respect for booking on vessel. Delivery to M/s OIA or his shipping agent will be on FOB basis.
- 18) All the agency charges, shipping line charges & surcharges if any , origin charges like Shipping line THC, Liasioning charges, certificate charges, Bill of lading charges, Facilitation charges, ISPS, seal charges, SOC container surcharges are included in price bid and shall not be payable separately.
- 19) The Price offered in Price Bid should include:
  - a. Carting/ Unloading/loading at CFS, Storage in CFS nearby JNPT.
  - b. Cost of non returnable empty containers having intact valid CSC plate and suitable for export purpose.
  - c. Collection of empty container and movement till nominated CFS.
  - d. Custom clearance charges.
  - e. All the necessary charges of stuffing/lashing/securing of the cargo including all CFS operations including storage charges.

- f. All insurance costs covering risk of operations undertaken (Cargo / goods will be insured by BHEL or consignee).
  - g. All Forklift/crane/labour charges/via/SSR/revalidation/SOC charges.
  - h. Transportation of loaded Containers from CFS to Vessel, THC, etc
  - i. All shipping line charges & **surcharges** /CFS /transportation charges/SOC surcharges etc if any.
- 20) Cargo will be shipped in several lots and the contractor should make all efforts to handover the cargo on or before cutoff date of schedule vessel.
- 21) Contractor to ensure that OB/L is released on next day of ship sailing date. If issue of OB/L delayed then penalty of **Rs 1000/- per day** will be charged starting from 4<sup>th</sup> working day of ship sailing date (sailing date exclusive) irrespective of time of sailing.
- 22) The contractor will have to ensure pre shipment joint survey & measurement of cargo from third party surveyor and notify BHEL for the condition of the cargo prior to stuffing in the SOC containers and their loading on the vessel.
- 23) The contractor shall keep contact with shipping Agent for schedule of vessel and availability of empty SOC container. If the contractor fails to handover the cargo to shipping agent/line on scheduled time, all storage and shipping line charges will be borne by contractor till next scheduled vessel. No container or vessel detention charges are payable hence proper planning should be ensured by the contractor.
- 24) You 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.
- 25) Contractor to ensure that there is no pilferage of cargo being transported in loose/packed condition. Any loss suffered by BHEL on this account shall be recoverable from the Contractor.
- 26) Insurance of cargo shall be arranged by BHEL. However the Contractor to ensure
- a) Lodging of first information to the underwriters and the other parties to protect BHEL's claim as required.
  - b) Immediate forwarding of information as required to enable BHEL for lodging the claim with the Underwriters.
  - c) Lodging of protest/claims with the carrier in case the damages reported at the time of discharge/Transportation

## SECTION III

### INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before filling up the tender on E-portal for PQR(Part I);Techno-commercial bid (Part II) and Price bid (Part III).
2. The contractor will have to ensure that the cargo is shipped / transported out at the earliest as per scope of work.
3. The bidder while submitting the offer should consider the shortest, most safe ,economical and reliable logistics to be adopted for transportation of cargo.
4. 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://bheleps.buyjunction.in>.
5. In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk m Junction Services Ltd. at 033-6601 1717 or BHEL representative, Mr. Vaibhav Khanna at 9930231133. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.
6. DSC requirement for Participation in the Tender through eProcurement

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

The contact details of the DSC Certifying authorities are given below

Sr No	CA	Website Address
1	e-Mudhra	<a href="http://www.e-mudhra.com">http://www.e-mudhra.com</a>
2	GNFC	<a href="http://www.ncodesolutions.com">http://www.ncodesolutions.com</a>
3	IDRBT	<a href="http://www.idrbtca.org.in">http://www.idrbtca.org.in</a>
4	MTNLTrustline	<a href="http://www.mtnltrustline.com">http://www.mtnltrustline.com</a>
5	NIC	<a href="http://www.nic.in">http://www.nic.in</a>
6	Safescrypt	<a href="http://www.safescrypt.com">http://www.safescrypt.com</a>
7	TCS	<a href="http://www.tcs-ca.tcs.co.in">http://www.tcs-ca.tcs.co.in</a>

Registered vendors of BHEL, ROD Mumbai may participate in the tender directly on BHEL, ROD Mumbai e-Procurement portal at address <https://bheleps.buyjunction.in>.

The new vendors who are not registered with BHEL, ROD Mumbai and are interested to participate in the tender will have to register and map their respective Digital Signature Certificate with specification Class-III, SHA-2, 2048 bit Signing and Encryption at BHEL e-Procurement website: <https://bheleps.buyjunction.in> . For registration assistance, users may please contact Mjunction Helpdesk @ 033-6601 1717 between 9.30 am till 5.30 pm.

7. The offers shall be kept valid for a period of 1 **month** from the date of opening of the tender.

8. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
9. The offers shall be submitted on E-portal as follows and fax offers will be rejected.

**(A) Pre Qualification Bid (Part-I) (To be submitted online on E-portal on or before due date)**

**PQR Bid comprises of followings:**

1. All documents mentioned/required as per in Section-I i.e Pre Qualification Requirement for bidders.
2. Application form duly filled as per section I.
3. Self certifications as per section I.
4. EFT details for EMD of Rs 64200/- (Rs ) in BHEL account. Offers without requisite EFT details will be rejected.
5. Payment of EMD of Rs 64200/- shall be done through RTGS/NEFT mode in following bank account before due date & Time of opening of tender. However bidders are advised to process payments one day prior to due date and time of opening of tender to avoid last minute rush.

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

6. UTR details shall be furnished vide email and uploaded on E-procurement portal before opening of tender. NO hard copy DD shall be accepted

**(B) Technical Bid (Part-II) (To be submitted online on E-portal only)**

**Technical bids of only those bidders will be opened/Decrypted on online portal who qualify in PQR (Part I)**

**Technical bid comprises of followings:**

1. Entire tender document along with blank price bid duly signed and stamped on each page scanned and uploaded on e-portal.
2. Compliance letter on letter head (Section VIII) duly signed and stamped scanned and uploaded on e-portal
3. Techno commercial bid in excel format available on e-portal/downloaded from e-portal digitally signed and uploaded on e-portal (Section VI).

All the above mentioned documents duly signed, stamped and scanned copy shall be uploaded on E-procurement portal while submitting online bids.

**(C) Price Bid (Part –III)**

**Price bids of only those bidders will be opened/Decrypted on online portal who qualify in PQR (Part I) & Technical Bid(Part II).**

**Price bid comprises of followings**

1. Carefully filled Prices as per the format in this tender document (Section VII) in excel form digitally signed and uploaded on E-procurement portal. Prices must be quoted both in figures and in words necessarily without fail as per the format in this tender document. In case of variation between the price offered in figures and in words, the price offered in words will prevail.
2. The price offers must be made only in the formats enclosed with this tender/Excel downloaded from portal.
3. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price bid (Part III) of

technically qualified bidders.

Tenders complete in all respects shall be submitted on online e-procurement portal on or before due date.

**10. EVALUATION CRITERIA:**

- (a) Technical offers (Part II) of Parties who qualify in the Pre Qualification Requirement will only be opened/decrypted on online portal and considered for evaluation.
- (b) Price bids offers (Part III) of Parties who qualify in the Technical offer (Part II) will only be opened/decrypted on online portal and considered for evaluation. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price bid (Part III) of technically qualified bidders.
- (c) The schedule A + schedule B of price bid are considered for price evaluation..
- (d) The order shall be awarded to one party only.

## **SECTION-IV**

### **SPECIAL CONDITIONS**

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.
- (2) Billing by contractor should be done as per the work order rates, payment terms and conditions only.
- (3) **PAYMENT TERMS:** 100% payment after delivery of cargo/container to vessel and obtaining of OBL , shall be payable after 10 days of receipt of complete Invoice along with the following supporting documents  
**Following documents shall be required after shipment :-**
  - a) Three set of OB/L & Invoice with all supporting documents (Original + 2 Copies
  - b) Invoice for work done(Original + 2 Copies).
  - c) Cargo worthy certificate /Survey report of container.
  - d) OBL delivery date with receipt copy signed by BHEL authority.
  - e) Container Load plan/Stuffing report(Package wise).
  - f) Endorsed ARE 1
- (4) Two consecutive delays, for reasons of delay attributed to the Contractor, in execution of the contracts where delay occurred is such that
  - a) Prescribed maximum transit time limit of the contract is reached/exceeded or
  - b) Delay period has equaled/exceeded the original transit time period specified in the contractsWhichever among the above is earlier may result in the Contractor being put on hold for future enquiries.
- (5) Transit Time & Penalty :

**For Cargo directly arriving at contractor CFS:** Total time permitted from next day of arrival of last package of cargo of that lot till handing over to shipping Line is 10 days. For every day delay in handing over the container to shipping line beyond the stipulated period BHEL shall deduct as penalty 1% of the total charges payable on a shipment LOT for every day of such delay subject to a maximum of 10% of the total charges payable and shall be adjusted from the freight bill.

Transit time shall be exclusive of followings

  - I. Any delay in loading of cargo at BHEL Godown.
  - II. Delay in any documents for BHEL/OIA for export custom clearance.
  - III. Delay due to Shipping line refusal to take cargo/Container for booked vessel.
- (6) The offers of the bidders who are on the banned list and also the offers of the bidders who engage the services of the banned firms ,shall be rejected. The list of the banned firms are available on BHEL website [www.bhel.com](http://www.bhel.com) on “supplier registration page”.
- (7) Bidders must go through Guidelines for suspension of business dealings. Guidelines for suspension of business dealings with suppliers/contractors are available on website [www.bhel.com](http://www.bhel.com) on “supplier registration page”.
- (8) **VALIDITY:** The contract shall be valid till 31<sup>th</sup> August 2017 or delivery of loaded sealed containers/cargo to shipping line as per contract, whichever is earlier.

## SECTION IV

### GENERAL TERMS AND CONDITIONS

- 1.0** The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-
- 1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" where the context so requires.
- 1.3 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, LOI, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.4 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.
- 1.5 "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.
- 1.6 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.7 "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.
- 1.8 "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL.
- 1.9 "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.

#### **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 Load Port and at the discharge Port. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent/representative.

#### **3.0 COMMENCEMENT OF WORK:**

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

#### **4.0 INVOICES AND PAYMENTS**

- 4.1 The Operator 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.
- 4.2 Even if the prices offered are inclusive of Taxes, the contractor will have to produce invoices showing the tax elements separately.
- 4.3 In case the, TDS is not to be made, the Airline/Operator will have to produce the exemption letter from the relevant authorities to this effect.
- 4.4 In case of any revision in the Service Tax rates the same shall be considered

#### **5.0 RISK PURCHASE :**

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

- 5.1 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the Security deposit.
- 5.2 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination
- 5.3 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 5.4 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

#### **6.0 OBSERVANCE OF LOCAL LAWS :**

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

#### **7.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:**

- 7.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

#### **8.0 INSURANCE:**

- 8.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 8.2 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.
- 8.3 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.

- 8.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

## **9.0 FORCE MAJEURE:**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 Force Majeure conditions will apply on both sides.

## **10.0 ARBITRATION :**

- 10.1 If Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator i.e. HEAD ROD , BHEL, Mumbai or nominee appointed by him in writing. There will be no objection if the arbitrator so appointed is an employee of BHEL. The arbitration shall be conducted in line with the provisions Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both the parties
- 10.2 If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, BHEL, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.
- 10.3 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- 10.4 The arbitration shall be conducted in line with the provisions Indian Arbitration and Conciliation Act, 1996. or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force
- 10.5 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each

dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.

10.6 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

10.7 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

10.8 The place of Arbitration will be BHEL, ROD office, Mumbai.

10.9 In case of PSU, the office Memorandum no 4(1)/2011\_DPE(PMA)-GI dated 12/06/2013 of DPE will be applicable

#### **11.0 LAWS GOVERNING THE CONTRACT:**

11.1 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.

#### **12.0 INDEMNITY:**

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

#### **13.0 SECURITY DEPOSIT:**

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

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

- a. Cash (as permissible under the extant Income Tax Act).
- b. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL .
- c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d. 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).
- e. 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)

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

13.4 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (d) and (e) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be

liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after three **(1) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract

#### **14.0 REQUIREMENTS OF PERFORMANCE:**

- 14.1 All permissions / Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident en route and consequences therefore including legal complications, if any.
- 14.2 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.
- 14.3 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 while loading / unloading. During transshipment he shall provide all packing, fastening and lashing at his own cost.
- 14.4 All the safety precautions required in transportation such as lashing, fastening and securing the consignments, providing security escorts enroute shall be the responsibility of the Contractor at his own cost.
- 14.5 In the event of contractor backing out/not performing as per the contract, suitable action will be taken by BHEL as per contract. Additionally, future business of such de-faulting Agents will be suspended with BHEL as per company policy.
- 14.6 Whenever asked by company, all documents including bill of lading, delivery orders, payment invoices etc will be returned by contractor immediately not later than three working days, failing which appropriate action as deemed fit and recovery of the losses by the company will be done.
- 14.7 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.

#### **15.0 SHORT- LANDED OR DAMAGED GOODS:**

- 15.1 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 be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.
- 15.2 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.

#### **16.0 Earnest Money Deposit**

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

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening) in Below bank account of BHEL

Name : BHARAT HEAVY ELECTRICALS LTD  
BANK : CITIBANK, FORT BRANCH  
ACCOUNT NO : 0008279012

16.2 EMD of the Bidder will be forfeited if:

- 16.2.1 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.
- 16.2.2 The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract
- 16.2.3 If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- 16.2.4 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/ contractors" and forfeited/ released based on the action as determined under these guidelines.

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

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

16.5 EMD shall not carry any interest.

## 17.0 Prevention of Corruption

17.1 Canvassing in any form or any attempt to influence directly or indirectly any official of the company will lead to rejection of the bid & forfeiture of the EMD.

17.2 The company shall be entitled to cancel the contract and to recover From the Operator the amount of any loss resulting from such cancellation, if the Operator 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 the company or for showing or indenting to show favour or disfavour to any person in relation to the contract with the company, 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 Operator in relation to this or any other contract with the company.

## 18.0 REVERSE AUCTION:

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the *tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com))*.

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

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com))."

**19.0 Discrepancy In Words & Figures: Quoted In Offer**

- 19.1 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.
- 19.2 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
- 19.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 20.1 and 20.2 above.
- 19.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

**20.0 BHEL FRAUD PREVENTION POLICY:** 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.

**21.0 CANCELLATION OF THE CONTRACT:** BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract.

If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract.

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

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

- 22.1. Commitment by BHEL: 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.
- 22.2. Commitment by Bidder/ Supplier/ Contractor:
- 22.2.1. 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.
- 22.2.2. 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.

- 22.2.3. 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.

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/ contractor as per extant guidelines of the company available on **www. bhel.com and/or under applicable legal provisions**".

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

#### **24.0 License/Permission/Registration**

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

#### **25 Time Limit for Submission of Bills**

- 25.1 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.
- 25.2 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 **(3) Three months** from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 25.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the contractor.

- 25.4 In case of Risk Purchase is enforced, The contractor will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further
- 25.5 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.
- 25.6 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 25.7 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.
- 25.8 The Contractor is responsible for safe transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.
- 25.9 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.
- 26.0 **E- PROCUREMENT:**
- 26.1 This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bheleps.buyjunction.in>
- 26.2 Neither the Organisation (Bharat Heavy Electricals Ltd.) nor the service provider(m Junction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose

## SECTION-VI

### TECHNO- COMMERCIAL BID (RE/MUM/EXP/ES-1703)

Sn	Description	Remarks
1.	<b>Tender Documents:</b> Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped on each page is to be submitted.	Given
2.	<b>Compliance Letter:</b> The compliance letter duly signed and stamped on letter head is to be submitted	Given
3.	<b>Transit Time:</b> As per special condition	Agreed
4.	<b>Transit penalty:</b> As per special condition	Agreed
5.	<b>PAYMENT TERMS:</b> As per special condition	Agreed
6.	<b>INDEMNITY :</b> As per general condition	Agreed
7.	<b>ARBITRATION</b> As Specified in General Terms & Conditions.	Agreed
8.	<b>FORCE MAJEURE</b> As specified in the General Terms & Conditions.	Agreed
9.	<b>ADDITIONAL WAR RISK INSURANCE:</b> 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
10.	<b>CANCELLATION OF THE CONTRACT:</b> As specified in the General Terms & Conditions	Agreed
11.	<b>TAXES:</b> All taxes on CFS charges, insurance and other dues to the shipping line shall be to the Contractor's A/c. The Contractor shall be responsible for payment of any Sales, Service, Income Tax/VAT or any other form of Tax leviable not envisaged in the tender on transportation activity carried out in India being main/sub contractor of BHEL.	Agreed
12.	<b>VALIDITY:</b> As specified in special terms and conditions	Agreed
13.	<b>GOVT.RULES &amp; REGULATIONS:</b> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licences, and permits for operation in India. It is obligatory for CONTRACTOR to comply with regulating requirements in load port countries are fully met before award of the contract.	Agreed
14.	<b>RISK PURCHASE:</b> As Specified in General Terms & Conditions.	Agreed
15.	The order shall be finalized on rate contract basis and the numbers of containers mentioned in price bid are only for evaluation purpose. The payment would be released on the basis of the rates finalized and no of container utilized	Agreed
16.	<b>RA terms and condition:</b> As per general terms and condition. The final price break up after the RA has to be in proportion to the initial break up given at the time of online sealed bid.	Agreed
17.	We certify that we have confirmed shipping line charges including BL charges /Shipping line THC/ SOC surcharges and any other origin charges from nominated Shipping line/ their Agent is included in the Price Bid accordingly.	Agreed

**Sign and Seal of the Bidder**

## SECTION-VII

### PRICE BID (RE/MUM/EXP/ES-1703)

Sn	Description	QTY	Offered Rate per Container( INR )	Total Price ( INR )
(1)	(2)	(3)	(4)	(5) = (4) x (3)
<b>Sch. "A"</b> Cost of unloading of cargo in CFS, custom clearance, Intercarting, CFS storage, stuffing, Port handling /THC, Shipping line charges & Surcharges / at load port and all other charges at Load port till handing over loaded SOC container to vessel inclusive of service tax as per scope of work				
A1	40 ft GP container (On SOC Basis)	17		
A2	40 ft HC container (On SOC Basis)	3		
<b>SUB-TOTAL (A) in INR</b>				
<b>Sch. "B"</b> : Cost of SOC containers with valid CSC plate on non returnable basis including Container survey charges; sales tax/service tax/VAT if any, SOC surcharges etc. of shipping line inclusive of all tax as per scope of work.				
Sn	Description	QTY	Offered Rate per Container( INR )	Total Price ( INR )
B1	40 ft GP container (On SOC Basis)	17		
B2	40 ft HC container (On SOC Basis)	3		
<b>SUB-TOTAL (B) in INR</b>				
<b>Grand total (A+B) in INR</b>				

**Note:**

- (i) No additional choking/lashing charges shall be applicable.
- (ii) Though certain quantity has been mentioned above, the payments would be released only for the containers shipped.
- (iii) The order shall be finalized on rate contract basis and the numbers of containers mentioned in price bid are only for evaluation purpose. The payment would be released on the basis of the rates finalized for each type of container shipped and no of container utilized.
- (iv) All taxes for operations in India including service tax, sales tax, VAT are inclusive in above quoted rate.
- (v) Price evaluation will be done for Sch A+Sch B only.
- (vi) All origin charges payable to shipping line are inclusive in price bid.
- (vii) We as Contractor certify that we have confirmed shipping line charges including BL charges /Shipping line THC/ SOC surcharges and any other origin charges from nominated Shipping line/ their Agent is included in the above price accordingly.

## SECTION VIII

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

Ref No:

Date:

To,

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

**Sub : Your Tender no RE/MUM/EXP/ES-1703**

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

Name/Signature of the signatory.  
Stamp.