

**TENDER NO: BPL/CMM/FE/CFS/19-20/01**

**TENDER FOR UTILISATION OF CONTAINER FREIGHT STATION (CFS) FOR HANDLING  
OF CONTAINERISED CARGO DURING CUSTOM CLEARANCE AT ICD MANDIDEEP**

**TENDER NO: BPL/CMM/FE/CFS/19-20/01 DTD. 04.04.2019**



**LAST DATE & TIME OF SUBMISSION**

**: 17.04.2019**

**: 1100 Hrs**

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**GENERAL INFORMATION**

BHEL Bhopal is involved in Manufacture of Power Equipment. The annual import volume (containerised cargo) is equivalent to 600 TEUs / 10000 MT. The actual imports can however be in 40' / 20' GP, OT, HC and Flat Rack containers. This is besides the imports of approx. 6000 MT of Break bulk cargo. The Company has been importing some of its FCL imports to ICD Mandideep (port code INMDD6) from 2012-13 onwards.

The Mandideep Dry port (ICD with port code INMDD6) is approximately 22 km away from BHEL Bhopal and is located on Hoshangabad Road. The dry port is close to Mumbai- Delhi BG Rail line where the CFS is managed by M/s CONCOR.

BHEL Bhopal desires to appoint CFS, for handling, de-stuffing, loading related activities for import of consignments of approx. 450 TEUs of cargo over a period of 2 years, which will be normally shipped in 20' / 40' containers. Detailed specifications and scope are covered in Section -II

Names & Addresses of the Contact Persons for this Tender are as follows:

Sl. No.	Name and Address	Phone Nos. & Email
1.	Mr. Madhurendra Manderwal Manager (CMM-FE) BHEL Bhopal	Ph. No. 0755-2505210 Email: <a href="mailto:madhurendra@bhel.in">madhurendra@bhel.in</a>
2.	Mr. A. Mukherjee AGM ( CMM-FE) BHEL Bhopal	Ph. No. 0755-2503034 Email: <a href="mailto:amukherjee@bhel.in">amukherjee@bhel.in</a>
3.	Mr. B M Goyal AGM(CMM-FE/HOD) BHEL Bhopal	Ph. No. 0755-2503672 Email: <a href="mailto:bmgoyal@bhel.in">bmgoyal@bhel.in</a>

**NOTICE INVITING TENDER (NIT)**

To

M/s Container Corporation of India Ltd. (CONCOR)  
ICD Mandideep, Raisen

Dear Sirs,

**Sub: Tender for finalizing CFS for FCL container cargo imported at ICD Mandideep**

BHEL, a Govt. of India undertaking, a “Maharatna” Company catering to the core sectors of the Indian economy viz. Power, Industry, infrastructure etc. invites you to participate in the above tender.

BHEL, Bhopal invites offer from Container Freight Stations (CFS) for handling of its FCL cargo during Custom clearance at ICD Mandideep. The tender comprises of

- |    |  |                |
|----|--|----------------|
| 1. | Techno-Commercial Offer – Scope of Work              | Annexure - I   |
| 2. | Techno-Commercial Offer – General Terms & Conditions | Annexure - II  |
| 3. | Price Bid format                                     | Annexure - III |

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offer shall remain valid for 60 days for acceptance from the due date of tender. Tender should be submitted in TWO envelopes. The Techno-Commercial offer alongwith acceptance of Scope of Work should comply with all the tender requirement and submitted in an envelope clearly marked “TECHNO-COMMERCIAL OFFER”. The Price Bid is to be submitted in a separate envelope clearly marked “PRICE BID”. Both the envelopes shall be placed in one sealed envelope mentioning the NIT No. BPL/CMM/FE/CFS/19-20/01 & Due Date of Opening (17.04.2019).

Bidders must submit the sealed envelope as above **on or before 11.00 Hrs. on 17.04.2019** in the tender box kept at TENDER ROOM, GROUND FLOOR, ADMN. BLDG., BHEL, BHOPAL. Techno-Commercial Offers (Envelope-1) shall be opened on same day in the presence of Bidders at 14:00 Hrs. The qualified bidders will be communicated for attending the Price Bid opening.

**Thanking you,**

Yours faithfully,

For **BHARAT HEAVY ELECTRICALS LIMITED**

(Madhurendra Manderwal)  
Manager (CMM-FE)

**ANNEXURE - I**

**TECHNO-COMMERCIAL OFFER - SCOPE OF WORK**

The finalized CFS will move the BHEL Bhopal containers from ICD Mandideep port to his CFS yard and carry out all the activities required as per the detailed scope of work except Customs clearance till loading of cargo after de-stuffing of container on BHEL/CHA vehicles. Customs clearance will be done by BHEL appointed CHA and THC (Terminal Handling Charges) at Discharge port (read Nhava Sheva) will be paid by BHEL appointed Freight Forwarder.

**Detailed Scope of Work**

1. BHEL / BHEL CHA / BHEL Freight Forwarder will intimate arrival of cargo in FCL containers by issuance of Cargo Arrival Notice.
2. As soon the FCL containers arrive at discharge port the contractor will place job order with the port, arrange for movement of containers from port to CFS at the earliest after completion of all formalities, subject to availability of the import rake and no Force Majeure conditions. BHEL will provide all the necessary authorization as per Customs Public Notice 69/2011 (JNCH).
3. The appointed CFS/contractor will verify the seal number of the container, conduct survey at IN Gate and Gate IN the containers in the CFS.
4. CFS/contractor will affix a sticker/RFID on BHEL container for identification and stack them separately in the yard at pre-determined area.
5. CHA approaches Customs for forwarding and container seal cutting permission. CFS/contractor will issue seal cutting slip.
6. CFS/contractor will de-stuff the containers as per Customs Public Notice 64/2012 (JNCH) or section 46 of Customs Act, as soon as the OOC from Customs & Delivery Order from Shipping Line is received (to be arranged by the CHA) and store the cargo at designated place after taking necessary permissions from Customs, so that the containers are released to shipping line at earliest in order to avoid congestion and minimize the Container Detention / Terminal Service Charges (Ground Rent) to BHEL. CFS/contractor shall ensure that cargo is protected from rainwater and other hazards.
7. CFS/contractor shall arrange handling equipment, manpower and Surveyor for "De-stuffing the containers for Examination Order"
8. CFS/contractor shall ensure sealing of stuffed containers after the physical examination by customs is over, if the cargo is in containers, as per instruction of BHEL.
9. CFS/contractor will be responsible for Sealing/Riveting of the containers and seal cutting, opening and closing of container doors for de-stuffing operations.
10. CFS/contractor shall arrange for change in mode of delivery to "De-stuffed delivery" or "Stuffed delivery" as per the instruction from BHEL/BHEL CHA with sufficient advance intimation.
11. CFS/contractor shall coordinate for direct deliveries AND provide "GATE IN" pass for empty vehicles / "GATE OUT" pass for loaded vehicle. Empty vehicle gate in permission will be taken by CHA from CFS import counter.
12. Coordinate for de-stuffed delivery, provide de-stuffing job order / De-stuffing Tally sheets and. "In Gate" pass for vehicles. Customs endorsement will be obtained by CHA on the gate pass and then handed over to CFS gate officer.

13. CFS/contractor will verify the container No., vehicle No. against gate pass and then after will ensure that the container survey is done and container is gated out from the CFS.
14. CFS/contractor shall make all efforts to comply with all statutory requirements for all contracts working under ICD under Customs jurisdiction.
15. CFS/contractor shall co-ordinate with BHEL/BHEL CHA for delivering / handing over the empty de-stuffed containers to respective Shipping Lines.
16. The responsibility of de-stuffing the cargo will be with CFS/contractor. Other than Force Majeure conditions where the safety of de-stuffed cargo and warehousing need is paramount, the CFS/contractor shall not refuse the de-stuffing of cargo. Hence, he has to ensure that he has the necessary tools / equipment / manpower / technology required for de-stuffing the cargo.
17. On demand by BHEL, the appointed CFS/contractor will have to send status report to BHEL (by email) or hand over to CHA the details of containers arrived, pending to move from port, containers de-stuffed on previous day, delivered during previous day and balance containers in yard etc.
18. Handling charges shall include de-stuffing, labor charges, fork lift charges and fuel and energy surcharge etc. The cargo should be de-stuffed without any damage to the packages. No damage charges will be paid for containers as the responsibility of de-stuffing is of CFS/contractor.
19. CFS should ensure that the Out Of Charged (OOC) cargo kept in the designated area is secured and free of theft/pilferage. Any loss to BHEL on this account will be recovered from the CFS.
20. Ensure safe loading of de-stuffed cargo on vehicle for onward dispatch to manufacturing units / sites.
21. CFS/contractor shall give not less than 45 working days of free storage for containers (Container Terminal Storage Charges) after arrival of containers in the yard (as per applicable Public Tariff in vogue).
22. If there are more than one container against one B/L and the containers reach the CFS on different days, then the free period shall start from the date of receipt of each individual container at the CFS.
23. CFS/contractor shall give not less than 3 working days of free storage for cargo stored after de-stuffing from the containers (as per applicable Public Tariff in vogue). The CFS Yard is allowed to stack the cargo as per prevailing standard norms as this will save BHEL on storage space charges and charges accordingly. However, under no circumstances the calculation of area for payment will be more than the total area calculated area for all packages as per the packing list/BL.
24. Provide full support to BHEL and their representative in ensuring economical and efficient delivery.
25. CFS/contractor shall ensure that the container is available at the ground tier when the BHEL /CHA approach for clearance of consignment. The consignee shall not be liable for payment of ground rent until the container is grounded and cleared.
26. Container storage charges/ground rent for the period during which the CFS/contractor is not in a position to deliver the containers for reasons attributable to it, shall be waived off at the request of the users on case-to-case basis.
27. BHEL will strive to take physical delivery of all the imports within 60 days of arrival, hence no auction processing charges shall be applicable under such circumstances.
28. CFS/contractor to provide composite lump sum charges in the price bid for each activity as indicated in the price bid (as per applicable Public Tariff in vogue). No other charges shall be payable. Any changes due to upcoming GST shall reflect in the Public Tariff schedule.

29. The Contractor shall complete loading of cargo on to the trucks/trailers provided by the BHEL or our CHA on the same day, subject to timely receipt of Customs OOC order, valid Delivery Order from Shipping Line and sufficient de-stuffing time. Priority to be given to BHEL/BHEL CHA vehicles provided for "GATE IN".
30. The contractor shall ensure proper closure of doors of the containers at the time of loading / shifting. The container shall be secured to the road vehicle by all four bottom corner fittings.
31. Every ODC consignment must have a proper lashing/choking/bracing. The contractor shall ensure that no vehicle of BHEL or our CHA is allowed to leave the CFS with "GATE OUT" pass if it has improper lashing/choking/bracing.
32. In case of an accident during rail transit from Nhava Sheva to ICD Mandideep, or for any other reason, if a container needs to be trans-shipped on to another vehicle/chassis en route, the transshipment shall be carried-out by the contractor at his cost and risk. The contractor shall also be liable to pay the compensation/claims arising out of any damage to container and cargo, including the claims in respect of short deliveries, if any, occurring due to such mishaps. The contractor shall also be liable for any third party claims and damages including the Customs duties / damages for short deliveries, if any, occurring due to such mishaps before "GATE OUT" from ICD Mandideep. BHEL reserves the right to deduct such amounts from any amount payable to the contractor. The contractor is advised to take appropriate insurance coverage in against these unforeseen events.
33. The Price Bid (Annexure - III) has the following major components :
  - a) De-stuffing Charges for 20' & 40' Container.
  - b) THC Charges for 20' & 40' Container.
  - c) Terminal Service Charges (TSC) / Ground Rent for Containers.
  - d) Storage Charges (Wharfage) of cargo stored in the general area.
  - e) Additional charges against various EXIM activities.
34. Bidder has to quote for each item as per price bid format. Unpriced signed and sealed copy of Price bid (Annexure-III) is to be submitted along with Techno-commercial Bid.
35. Prices for individual components shall be firm subject to published tariff schedule of bidder prevalent at the time of import clearance.

**SIGNATURE AND SEAL OF BIDDER**

## ANNEXURE - II

### **TECHNO-COMMERCIAL OFFER** **GENERAL TERMS AND CONDITIONS**

A. 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 Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
- 1.2 "CFS"** shall mean Container Freight Station as per the Customs Act.
- 1.3 "CONTRACTOR"** shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" where the context so requires.
- 1.4 "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.
- 1.5 "CONTRACT" or "CONTRACT DOCUMENT"** shall mean and include the agreement, 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).
- 1.6** 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 that will be signed between BHEL and CFS as per Annexure-A.
- 1.7 "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.
- 1.8 "APPROVED" "DIRECTED" or "INSTRUCTED"** shall mean approved, directed or instructed by BHEL.
- 1.9 "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.
- 1.10 "VALIDITY OF THE CONTRACT"** The period of CFS contract will be for 2 years with the provision of further extension upto 3 months by mutual agreement between BHEL and the contractor as per the applicable Public Tariff in vogue.
- 1.11 "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.



- 1.12 “Reefer Container”** shall mean a refrigerated container used for carriage of perishable goods with provision for electrical supply to maintain the desired temperature.
- 1.13 “Hazardous Container”** shall mean a container containing hazardous goods as classified under IMO.
- 1.14 “Free period”** shall mean the period during which cargo/container shall be allowed storage free of demurrage charges/ground rent charges/storage charges and this period shall exclude Sunday(s), Customs holidays and CFS’s non-working days.
- 1.15 “Over dimensional container” or ODC** shall mean a container carrying over dimensional cargo beyond the normal size of standard containers and needing special devices like slings, shackles, lifting beam etc.
- 1.16 “Full Container Load” (FCL)** shall mean a container containing cargo belonging to one consignee in the vessel’s manifest.
- 1.17 “Less than a Container Load” (LCL)** shall mean a container containing cargo belonging to more than one consignee in the vessel’s manifest.
- 1.18 TEU** means Twenty Equivalent Units – term for ISO container. FEU means Forty Equivalent Units – term for ISO container. Wherever rates for FEU are not mentioned it will be taken as twice of TEU rates.
- 1.19 “Ton”** means one metric Ton of 1,000 kilograms or one cubic meter.
- 1.20 “Area in square meter”** means length of package x breadth of package provided in packing list /Bill of Lading.
- 1.21 “ICD Mandideep”** means Inland Container Depot, Mandideep (Dist. Raisen).

**B. GENERAL CONDITIONS:**

**1. ISSUE OF NOTICE:**

- a. The Contractor shall furnish the name, designation and addresses of his authorized person at the Discharge Port and at the CFS yard. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent/representative.

**2. COMMENCEMENT OF WORK:**

- a. 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.

**3. LICENCE / PERMISSION / REGISTRATION:**

- a. Wherever any License/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work

contracted for, the contractor shall at his own cost arrange for such License/ 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 etc. to appropriate bodies and other authorities as required by them under their rules for vehicles/ trailers, employees or workers engaged by him. These charges shall be borne by the contractor.

**4. INVOICES AND PAYMENTS:**

- a. The Contractor will be required to raise the Invoice within 05 days for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates, payment terms of the contract and fulfill statutory requirement like GST Act. Payment will be made as per published tariff schedule of the bidder on import clearance date.
- b. GST (SGST + CGST) shall be shown separately in the invoice. GSTIN details of BHEL as well as Contractor shall be clearly mentioned on invoice. In case of any mismatch in GST returns of Contractor and BHEL resulting loss of input tax credit or penalty to BHEL, it will be recovered from Contractor's bills.
- c. The CFS charges for cargo shall be paid **in Indian Rupees**.
- d. Payment terms will be fifteen days credit and through PD account subject to execution of bank guarantee of Rs.15 Lakhs by BHEL.

**5. RISK PURCHASE:**

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

- a. 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.
- b. To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract.
- c. To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

**6. OBSERVANCE OF LOCAL LAWS:**

- a. 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.
- b. The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be legible / levied on account of any of the operations connected with the execution of this contract.
- c. The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

**7. SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:**

- a. 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.
- b. 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.
- c. The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- d. 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. INSURANCE:**

- a. Contractor shall arrange for insuring the project materials/properties of BHEL covering the risks during material handling at port(s).
- b. 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.
- c. 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.
- d. 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.FORCE MAJEURE:**

The following shall amount to force majeure conditions:-

- a. 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.
- b. 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.
- c. 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.

- d. Force Majeure conditions will apply for both the parties.

**10. PENALTY FOR DELAYED PERFORMANCE:**

- a. Penalty shall be 0.5% of the total RCPT (invoice) value per week of delay or part thereof, subject a maximum of 10% of the total RCPT value of the consignment. Penalty is subject to force majeure conditions and will be applicable for delay in de-stuffing containers beyond free period offered due to reasons attributable to contractor.
- b. In case the contractually agreed delivery date falls on a holiday in BHEL Bhopal, the next working day shall be taken as contractual delivery date for compliance and applicability of penalty.

**11. PREVENTION OF CORRUPTION:**

- a. 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.
- b. 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 favors or disfavours 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.

**12. ARBITRATION:**

- a. 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. Executive Director, BHEL, Bhopal or nominee appointed by him in writing. There will be no objection if the arbitrator so appointed is an employee of BHEL.
- b. 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.
- c. 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.

- d. 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
- e. 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.
- f. 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.
- g. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- h. The place of Arbitration will be BHEL, Bhopal.

**13. LAWS GOVERNING THE CONTRACT:**

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

**14. INDEMNITY:**

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

**15. DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER:**

- a. 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.
- b. 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.
- c. If there is a discrepancy between words and figures, the amount in words shall prevail,

**16. REQUIREMENTS OF PERFORMANCE:**

- a. The Contractor at his own cost shall obtain all the permissions and Clearances or any other relevant authorization from competent authority. Any contingency arising in this respect shall be the responsibility of the Contractor. In addition, the Contractor shall be responsible for any mishap, accident en-route and consequences therefore including legal complications, if any.
- b. 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.
- c. The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments, follow instructions given on the package, special instructions if any

by supplier while loading/unloading/stowing of the cargo. During transshipment, he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.

- d. All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) should be the responsibility of the Contractor at his own cost.
- e. Contractor shall have all the required equipment / machinery / manpower capabilities to handle hazardous cargo.
- f. Any Demurrage /Detention charges arising due to delay in container de-stuffing because of failure in equipment / machinery / manpower, would be on Contractor's account.

**17. SHORT-LANDED OR DAMAGED GOODS:**

- a. 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.
- b. 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.
- c. 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.
- d. The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

**18. CHANGE IN BUSINESS /LOAD PATTERN:**

- a. In case of drop in volume and insufficient work, contractor will not be entitled to any compensation from BHEL on this account.

**19. TAXES AND DUTIES**

- a. Taxes and Duties applicable on CFS services will be paid extra.
- b. TDS will be recovered as per provisions of Income Tax Act.

**20. GST SPECIFIC PROVISIONS**

- a. HSN Code/ SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UGST) and GSTIN shall be clearly mentioned by the bidder.
- b. GST portion of the invoice shall be released only upon :
  - i. All invoices raised by contractors/vendors must be GST compliant tax invoices as per GST invoice rules
  - ii. Contractor declaring such invoice in hit GSTR-1 or any modified return as notified by the government
  - iii. Receipt of goods/services and Tax invoice by BHEL and
  - iv. Confirmation of payment of GST thereon by contractor on GSTN portal
  - v. Alternatively contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of tax invoice and receipt of services whichever is later.
  - vi. Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL
  - vii. Payment to Contractor for GST portion will be released only after the completion of above activity and on availment of ITC by BHEL
- c. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and /or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/leviable on BHEL.

**SIGNATURE AND SEAL OF BIDDER**

**Annexure III - Price bid format for CFS contract BPL/CMM/FE/CFS/19-20/01**

SL. NO.	ACTIVITY	Estimated Load data / Quantity	Unit of measurement UOM	Quoted rate per UOM (in Rs.) - in figures	Quoted rate per UOM (in Rs.) - in words
1	De-Stuffing Container - 20'	350	per container		
2	De-Stuffing Container - 40'	50	per container		
3	Terminal Handling Charges - 20'	350	per container		
4	Terminal Handling Charges - 40'	50	per container		
5	Terminal Service Charges (Ground Rent)				
a	No of Free Days - xx days from ICD Mandideep arrival		No. of Days		
b	After free time of xx days	20	per container		
6	Wharfage Charges				
a	No of Free Days - xx days excluding the day of destuffing		No. of Days		
b	Wharfage charges after expiry of free days for 20 Ft Container	70	per container per day		
c	Wharfage charges after expiry of free days for 40 Ft Container	10	per container per day		
7	Additional Charges against various EXIM activities				
a	Documentation and surveyor charges	400	per container		
b	Data charges	400	per container		
c	Infrastructure and development charges	400	per container		

*In row 5 (a) and 6(a) – specify number of free days.*

*Unpriced signed copy of Annexure-III – price bid format to be submitted with part-I- techno-commercial bid (Annexure I and II) as confirmation that price bid has been submitted as per format.*

**SIGNATURE AND SEAL OF BIDDER**