


**TENDER FOR APPOINTMENT OF CONTRACTOR FOR OCEAN  
FREIGHT ANNUAL RATE CONTRACT FOR IMPORTS OF FOB LCL  
CARGO FROM VARIOUS PORTS (FOB BASIS) TO NHAVA  
SHEVA**

**TENDER NO: RE/MUM/IMP/AC/IS-2007**

	<p>Bharat Heavy Electrical Limited ( A Govt. of India Undertaking ) Regional Operation Division 14/15<sup>th</sup> Floor, World Trade Centre-1 Cuffe Parade, Mumbai – 400 005</p>
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**LAST DATE OF SUBMISSION**

**: 16<sup>TH</sup> Sept 2020**

**: 1500 Hrs**

No. RE/MUM/IMP/AC/IS-2007

To

M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

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

The tender comprises of

Sr No	Description	Section
1	Scope of Work	I
2	Instructions to Bidders	II
3	Techno Commercial Bids	III
4	General Terms and Conditions	IV
5	BHEL Rate Schedule & Price BID	V
6	Letter of Compliance	VI

## **Important Details of the Tender**

<b>Name and Contact Details of the Person for Queries in the Tender</b>	(1) Pallavi Gupta Dy Mgr Imports, BHEL Phone : 022-22171355 Mobile : 7506645318 <a href="mailto:pallavi.gupta@bhel.in">pallavi.gupta@bhel.in</a>
<b>EMD Amount</b>	INR 28000
<b>Time Limit for EMD Submission</b>	16 <sup>th</sup> Sept 2020 15.00 hrs
<b>Last Date of Submission</b>	16 <sup>th</sup> Sept 2020 15.00 hrs
<b>Tender Opening Date</b>	16 <sup>th</sup> Sept 2020 15.15 hrs

### **GUIDELINES FOR OFFER SUBMISSION:**

1. Due to Covid-19, lockdown existing and non-availability of proper courier, access to DSC and postal service, BHEL is seeking the offer from all vendors in two-part bid system in soft copies and same can be sent to our company email ID [finmsrodmmum@bhel.in](mailto:finmsrodmmum@bhel.in) in **two part bid system i.e. Technical and price bid in separate email.**
2. Bidder shall clearly mention Tender Reference No (RE/MUM/IMP/AC/IS-2007), **bidder name and type of bid (Techno Commercial Bid or Price Bid) in subject of both emails. For example a subject for techno commercial bid from M/s XYZ should be RE/MUM/IMP/AC/IS-2007- M/s XYZ- Techno Commercial Bid.**
3. **Price Bid must be submitted in the prescribed format in section VI, price bid submitted in any other format will be rejected.**
4. The offers shall Include

#### **1) EMD :-**

The EMD of Rs. 28000 /- to be submitted through NEFT/RTGS only. The fund may be transferred to the following account.

#### **BHEL Bank Account details:**

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

EMD must be deposited latest by 15:00 Hrs on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system.

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

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

**Reverse Auction :-**

The tender will be finalized through Reverse Auction. Reverse Auction will be conducted with technically qualified parties by separate service provider.

**SECTION I**

**SCOPE OF WORK**

BHEL desires to appoint one party as Contractors to carry out ocean freighting of LCL from various ports on annual rate contract basis.

BHEL will be importing Raw material, components, parts and machinery etc. from various ports on behalf of its manufacturing units at various places located in India.

Load Port country : Europe, US and Far East Ports

Discharge Ports: Nhava Sheva

The expected load pattern of BHEL import expected for year 2020-2021 are as shown in the table below:

**(Tentative/Projected Load Data) for LCL shipments**

Frt	No. of shipments
146	70

**Above load data is only tentative and projected data for one year. The actual load during operation may increase or decrease depending upon the BHEL's order booking position. BHEL does not guarantee the load data.**

**Nature of Shipments:-** BHEL is expected to import cargo in various categories as indicated below:-

- (i) Raw materials namely Plates, Coils, Strips, Wires, Rods, Pipes, Structural Steel, Fabricated Steel items, Formed Steel items (Carbon and Alloy Steel ) Copper and Nickel Ingots, Copper coils, Aluminum foils and such items, welding wires etc
- (ii) Components namely forgings and Castings, Motors, generator, pumps, valves, control and instruments, machinery spares, defense cargo, capital equipment etc.

- (iii) Chemicals, Gases, Alumina, Refractory Material, Cements, transformer Oils and other such items.
- (iv) Hazardous cargo: Cargo described as hazardous as per IMO standards.
- (v) Defense cargo are not covered in this contract

Ocean carriage of the above imports is to be carried out in Containers in LCL mode

All such cargo being imported by BHEL will be covered under Open General License of the Government of India. In rare occasions where restricted or items on the negative list are to be imported specific permits/licenses for the same will be obtained by BHEL and import freight request will be forwarded for execution only after obtaining such permits.

#### **DETAILS OF WORKS:**

- 1.0 Contractor will accept booking for each shipment through ROD Mumbai Only. No direct bookings from the shipper is to be taken**
- 2.0 Coordination with the shipper/supplier to dispatch the cargo to nominated port as per nature of cargo.
- 3.0 For containerized shipments i.e. in case of LCL shipments, supplier will arrange to stuff LCL cargo in container at load port at his own cost. Contractor will arrange the container at nominated place. Supplier will pay load port charges for FOB shipments.
- 4.0 **storage charges/ dead freight / detention of container / vessel detention / will not be payable by BHEL**
- 5.0 The contractor and his load port agent shall ensure that bill of lading is for respective discharge port.
- 6.0 Contractor to ensure that IGM is filed 48 hours before the arrival of containers at Discharge port so that BHEL is in position to file prior Bill of entry at custom.
- 7.0 Contractor to ensure safe Discharge of Cargo at Discharge port to CFS
  - (i) **Contractor shall ensure the movement of LCL consignments to CFS Yard of their choice however CFS charges for LCL shipments shall be paid to contractor, only as per rate fixed in tender as per payment terms. No payments will be made by BHEL to CFS directly.**
- 8.0 Contractor to obtain certificate from the supplier for fumigation of wooden packages as required by Indian Government.
- 9.0 The contractor shall hand over Bills of Lading to various BHEL overseas suppliers within 3 days from vessel sailing date.**

In-case of delay in handing over of OBL to shipper (due to reasons not attributable to BHEL / Shipper), per day penalty will be 1 % of total Contract value of Shipment. Maximum Penalty due to delay in handing over of OBL will be 10 % of total Contract value of the shipment. The penalty will start from 4<sup>th</sup> day of vessel sailing.

- 10.0 No surcharge like war Risk charge GRI, RRI ,Cargo management charges, SECA Sur charges, Port congestion charges etc will be paid in any case.
- 11.0 **Dead freight or any Equivalent charges shall not be payable by BHEL, in any circumstances. Onus for co-ordination and timely movement of goods rests solely with the contractor**
- 12.0 **Contractor should give sufficient notice period of 7 days to , BHEL/CHA before arrival of shipments.**
- 13.0 **The contractor shall furnish the following:-**
  - 13.1 The contractor must ensure that Draft B/L is approved by supplier before generating final B/L. BHEL will not approve the Draft B/L. A scanned copy of final B/L from supplier to be sent to BHEL unit/s. **Contractor has to mention the BHEL Purchase Order No mandatorily in the B/L.**
  - 13.2 ETA at discharge port to be communicated 07 days in advance.
  - 13.3 The contractor shall furnish cargo arrival notice (CAN) having prior IGM/Item details & Freight details, 2 working days in advance to CHA and BHEL by email to enable us to file B/E at customs (e-mail addresses of CHAs and BHEL officials will be furnished to the contractor).
  - 13.4 **CFS storage charges/detention/custom penalty/Interest on custom duty incurred due to delay in CAN/intimation of arrival of shipment shall be recovered from the contractor.**
- 14.0 No charges shall be payable towards Container/s received in damage condition by CFS yard.
- 15.0 **Cargo from same supplier having different purchase orders should not be clubbed under same Bill of Lading without BHEL permission.**
- 16.0 Contractor will be paid separately Hazardous THC for LCL cargo and Hazardous Surcharge as per the Charges mentioned in the Tender.
- 17.0 **CFS Charges for LCL Shipments:-**

CFS payment for LCL shipments as per agreed rate shall be made directly to contractor after delivery of cargo to BHEL unit/ CHA Godown. **Contractor to ensure delivery from CFS without any direct payment to CFS by BHEL.**

## 18.0 Delivery Order

- 26.1 The contractor shall arrange for single window final delivery order (DO) from his office against submission of OBL. DO will be handed over to BHEL authorized CHA at his port office by contractor.
- 26.2 If the contractor is required to make payment(s) to other shipping agents for issue of final D.O., all such charges to be paid by the contractor. The total time permitted for obtaining final delivery order is 2 working days after receipt of OBL from BHEL. In case of handing over of the DO exceeds 2 working days, the entire demurrage/storage charges/ground rent/container detention incurred will be recovered from the contractor.
- 26.3 Contractor shall liaison with shipping line in resolving IGM error/amendment within two working days. In case of delay due to reasons not attributable to BHEL/ Shipper, the entire demurrage/storage charges/ground rent/container detention incurred will be recovered from the contractor.
- 26.4 Contractor should ensure that daily status report is forwarded to BHEL for details of DO collected from shipping line and handed over to CHA on daily basis by email to concerned unit coordinators at BHEL Mumbai/BHEL Units so as to plan for delivery/dispatches for further transportation to units/site.
- 26.5 Contractor and his agent at load port should ensure that EGM details filed is in line with the supplier declaration and the same matches with the OBLs and invoice and packing list. If on arrival of cargo an IGM error is found due to above the amount of demurrage/detention/ground rent/custom penalty incurred for the period from the noting date of BE till the same is rectified will be recovered from the contractor.
- 27 The contractor shall immediately intimate any change in the address of the Offices during the period of Contract.
- 28 Payment will be made as per below  
**For Shipment with final delivery place at Nhava Sheva**
1. Ocean freight Charges
  2. Destination charges and Delivery Order charges( includes all destination charges at discharge Port)
  3. CFS charges for LCL Shipments as per contract
- No other charges shall be payable to Contractor other than charges mentioned above**  
**All the destination charges of shipping line will have to be paid by Contractor.**

### **Transit Time Details upto Nhava Sheva**

Load Port country	Transit time days
JAPAN	35
KOREA	30
SINGAPORE / MALASYIA	25
FRANCE	35
GERMANY	35
BELGIUM	35
UK	35
NETHERLANDS	35
ITALY	35
SWEDEN	40
SOLVENIA	40
UKRAINE	40
USA	50

## **SECTION II**

### **Instruction to Bidders**

- 1.0 Bidders are advised to go through the tender document fully before filling up the format for Techno-commercial Section and Price bid Section.
- 2.0 Bidder shall clearly mention Tender Reference No (RE/MUM/IMP/AC/IS-2007), bidder name and type of bid (Techno Commercial Bid or Price Bid) in subject of both emails. For example a subject for techno commercial bid from M/s XYZ should be RE/MUM/IMP/AC/IS-2007- M/s XYZ- Techno Commercial Bid.
- 3.0 Bidders are requested to restrict attachment size in each mail to **upto 10MB**. In case attachment size is more than 10 MB then techno commercial offers can be sent via part Emails. Subject should be M/s XYZ should be RE/MUM/IMP/AC/IS-2007- M/s XYZ- Techno Commercial Bid- Part1\4 (in case mail is divided in 04 parts).
- 4.0 BHEL is not responsible for late receipt of offers due to any reason like network issue, attachment size, wrong Email address.
- 5.0 The bidder must submit the total offer and the details desired therein. The offers which are not complete or mentioning “shall be furnished later” will be rejected.



- 6.0 The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
- 7.0 The price offer must be made only in the Price Bid formats enclosed with this tender and at no other place. **The prices are not to be entered or submitted in the technical BID**
- 8.0 Price bid should be submitted in password protected Excel sheet/ PDF, in format prescribed in the tender (no deviation from format is allowed). All Technically qualified parties will be requested to share their respective password of price bid at the time of opening of Price bid (date and time of price bid opening will be intimated later via mail).
- 9.0 The offers shall be kept valid for a period of 60 days from the date of opening of the tender.
- 10.0 BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. It shall be responsibility of the contractor that their agents ensure proper working of the offers in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
- 11.0 No modifications to the work contained in the items will be allowed. Quotations other than in prescribed Price Bid formats will not be accepted under any circumstances.
- 12.0 No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in this sealed cover. Any such clarification/modification if enclosed in this sealed cover (Price Bid) will be totally ignored and such bids will be rejected.
- 13.0 All corrections made in the bid should be initialed. In case of price bids, company seal should also be affixed at all corrections.
- 14.0 Any request from the bidders in respect of additions, alternations, modifications, corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.
- 15.0 The acceptance of tender shall be intimated to the successful bidder through a Letter of Award (LOA). The contractor shall be required to submit security deposit as per the Tender document, within three days of LOA which should be valid up to three months after the expiry of the contract period as specified in the Letter of Award. In the event of failure on the part of the contractor to furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the acceptance of his Letter of Award may be considered as withdrawn and suitable action will be taken as per company policy.
- 16.0 Offers of those bidders either whose performance is not satisfactory with BHEL in last three years or Risk purchase has been initiated/operated by BHEL in last three years, shall not be considered for evaluation. Also offers of those bidders who are sister concern/partners/ subsidiary/Co subsidiaries or group companies of such companies

whose performance with BHEL is not satisfactory or Risk purchase has been initiated/operated by BHEL in last three year, shall not be considered for evaluation

**17.0 Instruction for MSE Suppliers ( Micro and Small Enterprises)**

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

**Evaluation Criteria:**

1. Offers of Parties meeting the techno commercial requirement will only be considered for evaluation.
2. For Tender evaluation, SBI TT Selling between Rs/ US\$ exchange rate will be taken as on the date of opening of the technical bid.
3. **Reverse Auction will be conducted for this tender. The parties who are technically not qualified will not be allowed to participate in reverse auction.**
4. Offers of those bidders either whose performance is not satisfactory with BHEL in last three years or Risk purchase has been initiated/operated by BHEL in last three years, shall not be considered for evaluation. Also offers of those bidders who are sister concern/partners/ subsidiary/Co subsidiaries or group companies of such companies whose performance with BHEL is not satisfactory or Risk purchase has been initiated/operated by BHEL in last three year, shall not be considered for evaluation
5. For ocean freight charges (A) , Destination charges at Nhava Sheva (B) and Delivery Order Charges ( C ) , bidder has to quote percentage of the BHEL Schedule rates. Percentage shall be uniformly applied to BHEL Price Scheduled A ,B and C.  
**Example 1.**  
  
If bidders quotes 110 %, each slab quoted rates will be 1.1 times BHEL slab rate  
  
**Example 2.**  
  
If bidders quotes 80 %, each slab quoted rates will be 0.80 times BHEL slab rate
6. The CFS charges have been fixed in the tender and will not form a part of the reverse auction

7. The total charges for reverse auction will be Ocean Freight + Destination charges + DO charges ( A +B + C).
8. After the completion of Reverse Auction, the final bidder (L1 Bidder) will have to accept the rate arrived after application of the % arrived after reverse auction. No specific changes in the slab rates will be allowed.
9. BHEL Reserves right to Negotiate with L1 party.

#### 10. Price Bid

- a) Total contract value derived will be sum of ocean freight charges, Destination charges and DO charges at Nhava Sheva , and CFS Charges (LCL shipments).
- b) Prices For ocean freight charges , destination charges and DO charges at Nhava Sheva is to be quoted as percentage to BHEL rates and will form a part of reverse auction.
- c) CFS charges has been kept fixed and will not form part of reverse auction.

#### Summary of Evaluation

SI No		Bidder,s Action
1	Ocean Freight	To be Quote in % of BHEL rates
2	Destination and DO charges at Nhava sheva	To be Quote in % of BHEL rates
3	CFS charges	Has been kept fixed

- d) No modification is allowed in individual BHEL rate
- e) **One Country One rate is to be quoted.** Load Ports is to only give an indicative idea of the major ports from where the imports were made in the previous years. In case there is requirement of the shipment to be made from any other load port in the country mentioned in the Price Bid, the same has to be done at the rates quoted for that particular country only without any additional charges.
- f) The exchange rate (TT selling rate of SBI) as on technical bid opening date of tender opening shall be considered for finalizing the contract value.

### SECTION III

#### Techno- Commercial Conditions

Sr No	Description	Remarks
I	<b>Qualification Criteria</b>	
(a)	Bidder Must have Office in Mumbai	Address to be provided
(b)	Bidder must have an average annual turnover (revenue from operations) of the company of not less than Rs 5Lakhs individually for the last three Years (i.e. for year , 2017-2018, 2018-19, 2019-20). In case the Audited balance sheet of 2019-20 is not available, the audited balance sheet of 2016-17 may please be furnished.	Copy of CA certificate with <b>UDIN</b> to be submitted or copy of audited Balance Sheet & profit & loss statement
(c)	Bidders must submit proof of having have successfully executed <b>ocean freight contracts</b> ( any logistics contract inclusive of Ocean Freightng ) in last seven years ( ending last day of month previous to the one in which the tender was due for opening ) as per following  (1) Three contracts of value not less than Rs 6 Lakh each OR (2)Two contracts of value not less than Rs 7 Lakh each OR (3)One contract of value not less than Rs 12 Lakh NOTES :  (1) Completion certificate with value and scope of work  (2) Work order copies if insisted during evaluation to check the scope covered in the contract for which completion certificate is submitted  (3) The Work order / completion certificate will be verified from the issuing authority. Relevant details (email ids. contact no) to be specified.	Copies of contract /work order with copies of satisfactory completion certificate from customer must be attached
(d)	The party should not have been referred to BIFR/NCTL or declared 'SICK' by any Statutory Authority as on date of bid submission.	A self-certification (dated after NIT date) should be uploaded by bidder
(e)	The Bidder should not have been banned on business dealing by BHEL/Govt of India/any undertaking of Govt of India as on date of bid submission.	A self-certification (dated after NIT date) should be uploaded by bidder

<b>II</b>	<b>Details to be furnished</b>	
<b>(f)</b>	<b><u>CONTACT DETAILS:</u></b> Name & Address of the company along with contact details of Owner, Chairman, MD, CEO and directors.	<b>Information to be provided</b>
<b>(g)</b>	<b>Company Details</b> <b>PAN Number &amp; GST Registration</b>	<b>Copy to be provided</b>
<b>(h)</b>	<b>Letter of authorization for signatories to act on behalf of the company</b>	<b>Letter to be attached</b>
<b>(i)</b>	<b>EARNEST MONEY DEPOSIT:</b> The Bidders, shall submit tenders with interest free EMD as per tender conditions of Rs 28000/- in. Offers without EMD shall not be considered Bidders.	<b>UTR NO. TO BE PROVIDED</b>
<b>(j)</b>	<b>PAYMENT TERMS:</b> We have read and accept payment terms clause as Specified in the tender General Terms and conditions	<b>Agreed</b>
<b>(k)</b>	<b>Vessel Qualification:</b> Vessel will be booked as per General terms and conditions clause <b>16 to 18</b> of Sec IV .	<b>Agreed</b>
<b>(l)</b>	<b>Penalty :</b> <b>1. TRANSIT DELAY:</b> The transit delay beyond the permitted transit period shall attract a penalty of <b>1% per day on the contract value for the shipment subject to maximum 10% of the contract value of the shipment of that particular shipment including taxes.</b> Such penalty shall be recovered while releasing the freight bills of the contractor  2. In-case of delay in handing over of OBL to shipper (due to reasons not attributable to BHEL / Shipper), per day penalty will be 1 % of total Contract value of Shipment. Maximum Penalty due to delay in handing over of OBL will be 10 % of total Contract value of the shipment. The penalty will start from 4th day of vessel sailing.  3.Total Penalty will not exceed 20% of the contract value of the shipment	<b>Agreed</b>
<b>(m)</b>	<b>INDEMNITY:</b> Contractor shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	<b>Agreed</b>
<b>(n)</b>	<b>Contract Period:</b> The period of contract will be for ONE year with the provision of further extension up to one year by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for three more months.	<b>Agreed</b>
<b>(o)</b>	<b>The Load pattern:</b> The load patterns are Tentative and may increase or reduce based on BHEL's order book position. Load patterns as per Scope of Work	<b>Agreed</b>
<b>(p)</b>	<b><u>RISK PURCHASE: As per the Risk Purchase Clause of General Terms and Conditions</u></b>	<b>Agreed</b>

<b>(q)</b>	We have understood the scope of work and accordingly have quoted the prices in the price bid schedules.	<b>Agreed</b>
<b>(r)</b>	<b>TAXES:</b> All taxes on insurance and other dues of the vessel and trailers shall be to the CONTRACTOR's A/c. The CONTRACTOR shall be responsible for payment of any Sales, Service, Income Tax or any other form of Tax leviable not envisaged in the tender carried out in load port/country being main/sub-contractor of BHEL. <b>GST in India shall be payable at actual wherever applicable. Invoice should be in the name of "BHEL, ROD Mumbai"</b>	<b>Agreed</b>
<b>(s)</b>	<p><b>CANCELLATION OF THE CONTRACT:</b></p> <p><b>1. BHEL reserves the right to cancel the contract at any point of time without assigning any reason whatsoever. The contractor shall not be entitled for any compensation as a result of such a cancellation.</b></p> <p><b>2. BHEL reserve the right to forfeit security deposit of the contractor in case of unsatisfactory performance/ cancellation.</b></p> <p>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 without any 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</p>	<b>Agreed</b>
<b>(t)</b>	<b>Offer Validity :</b> Offers shall remain valid till 60 days from the date of opening the Tender	<b>Agreed</b>
<b>(u)</b>	<b>Compliance Letter</b> on Bidder's Letter Head signed and stamped	<b>Enclosed</b>
<b>(v)</b>	<b>Participation in Reverse Auction</b>	<b>Agreed</b>
<b>(w)</b>	Dead freight / vessel detention/ Container detention/ Port storage at Load port /destination port any kind of storage at Load Port or any Equivalent charges shall not be payable by BHEL, in any circumstances. Onus for co-ordination and timely movement of goods rests solely with the contractor	<b>Agreed</b>
<b>(x)</b>	GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. if any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor	<b>Agreed</b>
<b>(y)</b>	If at any point of time it is found that the details furnished by the contractor are not correct then BHEL reserves the right to cancel the contract, forfeit security deposit and initiate risk purchase	<b>Agreed</b>

## **SECTION IV**

### **GENERAL TERMS AND CONDITIONS**

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

- 1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" or "FREIGHT FORWARDER or CONSOL AGENT OR CHA where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, LOI, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any) and all correspondence.
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.

- 1.9 “VALIDITY OF THE CONTRACT” The period of Freight contract will be for one year with the provision of further extension up to one year by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for three more months till all the activities specified therein are completed in all respects to the satisfaction of BHEL.
- 1.10 “COMPLETION OF THE CONTRACT” The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- 1.11 “Full Container Load” (FCL) shall mean a container containing cargo belonging to one consignee in the vessel’s manifest.
- 1.12 “Less than a Container Load” (LCL) shall mean a container containing cargo belonging to more than one consignee in the vessel’s manifest.
- 1.13 “Ton” means one metric Ton or 1,000 kilograms or one cubic meter.
- 1.14 JNCH means Jawaharlal Nehru Customs house.
- 1.15 Nhava Sheva ports means all the three terminals in the port, i.e., JNPCT, NSICT & GTI and any other terminal/CY that may be developed in JNPT.
- 1.16 **Load Pattern:** The Port wise load pattern given is tentative which will be used for evaluation of the tender. The actual load pattern to be followed under the contract may, however differ. **BHEL does not guarantee the load pattern. The load Pattern envisaged/estimated for next one year is given in Price Bid.**
- 2.0 Issue Of Notice:**
- 2.1 The Contractor shall furnish the name, designation and addresses of his authorised agents/associates at Mumbai (India), at the Discharge Port and at the CFS yard. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent/representative.
- 3.0 Commencement Of Work:**
- 3.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOA and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. The Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL’s other rights and remedies in this regard.



#### **4.0 PERIOD OF CONTRACT**

- 4.1 The period of contract will be for ONE year with the provision of further extension up to one year by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for maximum three more months if BHEL desires so.
- 4.1 The Company reserves the right to terminate the contract of any agent at any time, without assigning any reasons thereof and without giving any prior notice. The Contractor shall not be entitled for any compensation by reason of such termination.
- 4.2 The Contractor must give minimum 03 month notice in writing if he wishes to discontinue the awarded work.
- 4.3 If at any time during the currency of the contract, the Agent fails to render all or any of the services required under the scope of work satisfactorily in the opinion of the Company, whose decision shall be final and binding on the Contractor, the company reserves the right to get the work done by other parties or departmentally at the Contractor's risk and cost.
- 4.4 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.
- 4.5 Company reserves the right to claim from the Contractor any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract.
- 4.6 The Contractor shall not split or transfer to any other party any part of the contract during the currency of the contract.
- 4.7 The Contractor shall immediately intimate any change in the address of the Offices during the period of Contract.
- 4.8 In the event of Contractor backing out/not performing as per the contract, suitable financial action will be taken by BHEL. Additionally, future business of such de-faulting Contractors will be suspended with BHEL as per company policy.

#### **5 License/Permission/Registration**

- 5.1 Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at its 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.

## **6 Transit Time**

6.1 Supplier/Shipper will contact the contractor agent located at various load ports and the forwarding activities may be carried out by shipper's agent. With this, once the cargo is ready for onward shipment to India, the contractor shall immediately arrange loading of the cargo/container on the vessel without any delay. In case, shipper/supplier reports the vessel has not been arranged by the contractor, in such cases, contractor has to take immediate action for arranging vessel without any further delay.

6.2 The details of Transit Period for each Port of the various sectors have been given in the Tender.

6.3 The transit period as defined in the tender is to be adhered to irrespective of the route selected.

6.4 Date of B/L till date to final IGM date at Discharge Port (both days inclusive) will be taken for calculating the transit time. If the B/L date is 01/01/2019 and IGM date is 21/01/2019 then transit time is 21 days.

6.5 In case of delay reported by shipper for lifting of cargo, the penalty will be calculated from the 20<sup>th</sup> day of shipper's/BHEL intimation to lift the cargo till IGM date.

6.6 Risk Purchase : In case of urgency of the material and the inability of the contractor to lift the material within the period, as intimated by BHEL on special case basis for meeting the requirement of urgency BHEL reserves the right to ship the cargo from alternative sources and the differential cost will be recovered. Recurrence of such events will be monitored for suitable action as per Company policy.

## **7 Transit Delay**

7.1 The transit delay beyond given period shall attract a penalty of **1% per day** on the total contract value of the shipment ,subject to maximum 10% of the total contract value of that particular shipment including taxes. Such penalty shall be recovered while releasing the freight bills from the contractor. Bill of Lading & the final IGM date at Discharge Port shall be considered as the valid documents for calculating the Transit Period as defined above.

## 8 Invoices And Payments

- 8.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 8.2 Contractor shall submit freight bill including other charges along with supporting documents immediately after sailing of the vessel
- 8.3 The **GST** will be paid separately. GST elements shall be shown separately in the invoice.  
After implementation of GST, necessary changes in billing and all compliances as per Govt. Notification will have to be adhered to.

## 9 Payment Terms

**For the purpose of conversion the SBI TT selling rate prevailing on the date of Bill of Lading will be considered. In case there is a bank holiday on B/L date then the rate prevailing on the previous working day will apply.**

**All bills pertaining to Nhava Sheva discharge port are to be in the name of BHEL, ROD Mumbai (GSTN-27AAACB4146P1ZF).**

### 9.1 Freight payment:-

- 9.1.1 Freight payments along with the other charges as per the contract rates shall be made to the contractor in Indian Rupees only. For the purpose of conversion the SBI TT selling rate prevailing on the date of Bill of Lading will be considered. In case there is a bank holiday on B/L date then the rate prevailing on the previous working day will apply. Freight bill shall contain the details of packages, weight, volume, HBL, MBL number and other charges as per the contracted rates.
- 9.1.2 Contractor shall submit one single along with supporting documents immediately after clearance of the shipment from the CFS.
- 9.1.3 The payment for freight, destination charges and CFS charges will be made to the contractor within 30 days of final delivery from CFS on submission of clear invoice. One single invoice is to be submitted for the shipment
- 9.1.4 100% payment of the charges will be made by BHEL by NEFT/ RTGS against the bill submitted along with all documents to BHEL.
- 9.1.5 Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, **including TDS** and/or any other levies at the prescribed rates.

- 9.1.6 Contractor shall issue CAN immediately on filing of prior entry IGM by the Liner/ Carriers
- 9.1.7 TDS and GST TDS as applicable will be recovered from contractor's bill.
- 9.1.8 All the bills should be submitted in duplicate i.e one original and one copy.
- 9.1.9 All taxes, charges and dues of vessel if any during execution of this contract shall be on Contractor's account both in load port and in the discharge port.
- 9.1.10 The documents to be submitted along with bills in duplicate are as follows:
1. Invoice duly signed and stamped / Digitally Signed as per the Price bid Schedule
  2. Packing list
  3. Copy of B/L
  4. Vessel qualification/ age/class certificate
  5. CAN copy / IGM / intimation of vessel arrival issued to BHEL
  6. Copy of exchange rate certificate of SBI
- 9.1.11 Freight of LCL is payable on weight/measurement/volume of the cargo whichever is higher.
- 9.1.12 Where ever freight is claimed on CBM/measurement/volume, Packing List will be considered for final payment.
- 9.1.13 1 Ton = 1000Kgs and 1 CBM= 1 Ton
- 9.1.14 Minimum rate of 1 Ton/1 CBM shall be applicable for payment for cargo weighing/measuring less than one ton/CBM.

## **9.2 Other Charges payable by BHEL**

GST as applicable shall be paid. Contractor should ensure that original invoice/ bill/ receipt in the name of BHEL is provided at the time of payment.

- 9.2.1 No port Congestion charges will be payable.
- 9.2.2 All the Bills like Freight Bills, destination and CFS Charges etc must be in the name of BHEL, ROD Mumbai.

If invoice is not in the name of "BHEL", the GST will not be reimbursed to contractor as BHEL will not be in a position to avail input tax credit.

**GST shall be paid ONLY on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. CONTRACTOR TO COMPLY WITH GST LAW AND IT'S REQUIREMENT. IF ANY PENALTY OR INTEREST IS INCURRED BY BHEL DUE TO NON-COMPLIANCE BY CONTRACTOR, THE PENALTY/INTEREST INCURRED WOULD BE RECOVERED FROM THE CONTRACTOR**

## **10 Various Fixed Charges for HAZ cargo**

**(1) USD 15 per freight Ton will be payable as Hazardous Sur Charges on freight for HAZ LCL cargo**

**(2) Additional THC charges of INR 200 per freight ton will be applicable for HAZ LCL Cargo**

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

11.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (4) four months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

11.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

11.3 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 approval of BHEL.

## **12 Risk Purchase:**

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

12.1 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.

12.2 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

12.3 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.

12.4 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving one month's notice of their intention

to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination

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

### **13 Observance Of Local Laws :**

- 13.1 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.
- 13.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable/levied on account of any of the operations connected with the execution of this contract.
- 13.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

### **14 Safety Of Men, Equipment, Material & Environment:**

- 14.1 All safety rules, codes applied by BHEL/its customer at port/CFS/ICD shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 14.2 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 14.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 14.4 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

### **15 Contractor's responsibility for Insurance:**

- 15.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 15.2 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.

15.3 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.

15.4 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.

## **16 Vessel Qualification:**

16.1 Cargo should be carried by mechanically self propelled vessels of steel construction classed with classification society which is :

16.2 a member of associate member of International Association of classification societies(IACS) or A national flag society as defined below , but only where vessel is engaged exclusively in coastal trading of that nation ( including trading on an inter island route within an archipelago of which the nation forms part)

16.3 For the list of Current IACS Members and associate members refer to the IACS website at [www.iacs.org.uk](http://www.iacs.org.uk)

### **17.0 Age limitation of vessel**

It is the responsibility of the contractor to ensure that the vessel / vessels used for sea freighting complies with all the necessary national / international / insurance /safety regulations and its age is less than 25 years. The vessel / vessels used are certified for sea worthiness by Lloyds Register or Equivalent and should be with Institute of Marine Cargo clauses 1 or A. (A shipping company certificate certifying this should be given with each BL ).The contractor must submit a compliance certificate from shipping company / agent confirming compliance of these requirements for Bill of Lading.

**18.0 National Flag society:** A national flag society is a classification society, which is domiciled in the same country as the owner of the vessel in question, which must operate under the flag of that country.

**19.0 All Original Bill of lading** should be issued as per UCP 600.

**20.0** Use of tramper/ tramp services/tramp vessel is **prohibited**.

**21.0 Force Majeure:** The following shall amount to force majeure conditions

**21.1** 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.

**21.2** 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.

**21.3** 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.

**21.4** Force Majeure conditions will apply on both sides.

**21.5** The shipments have to be freighted in the prevailing situation of COVID 19. No condonation of delay/ transit penalty on grounds of COVID 19 will be entertained. Shipments have to be done in its stipulated time frame in the existing conditions only.

## **22.0 Prevention Of Corruption**

**22.1** Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.

**22.2** BHEL shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favour or disfavor to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with BHEL.

## **23.0 Arbitration**

**23.1** Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any



provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.

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

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

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

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

**23.6** Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.

**23.7 In case of contract with Public Sector Enterprise (PSE) or a Government**

**Department** : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**24.0 Laws Governing The Contract:**

**24.1** 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.

**25.0 Indemnity**

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

## **26.0 Security Deposit**

**26.1** 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 tenderer shall be converted and adjusted towards the required amount of Security Deposit

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

i) Only Electronic Fund Transfer in favor of BHEL

ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

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

iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

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

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

18.2.2 The security deposit shall not carry any interest.

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

Securities / BG's shall be released after three **(3) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

## **27.0 Earnest Money Deposit**

**27.1** The offers from the bidders shall enclose a EMD as per Techno commercial Bid in Electronic Fund Transfer credited in BHEL account (before tender opening)

**27.2** EMD of the Tenderer will be forfeited if:

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

**27.2.2** The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract

**27.2.3** If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited EMD by the tenderer shall be withheld in case any action on the tenderer 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.

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

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

**27.5** EMD shall not carry any interest.

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

**28.1** 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.

**28.2** 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

**28.3** 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 26.1 and 26.2 above.

**28.4** 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.

**29.0 Requirements of Performance.**

**29.1** All the permissions and Clearances or any other relevant authorization/indemnities from/to competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.

**29.2** 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.

**29.3** The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.

**29.4** All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Contractor at his own cost.

**29.5** 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

**29.6** 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.

**29.7** 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.

### **30.0 Short – Landed Or Damaged Goods.**

**30.1** It shall be the responsibility of Contractor to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/losses/damages. Under no circumstances, the intimation shall be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.

**30.2** 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.

**30.3** The Contractor is responsible for safe transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.

**30.4** The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

### **31.0 Service During Post Contract Period**

**31.1** It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (*inclusive of extended period, if any*) for (3) Three months or till alternate arrangements are made, whichever is earlier.

**31.2** In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from BHEL on this account.

### **32.0 Subletting Not Allowed**

**32.1** The contractor shall not sublet, transfer, or assign the contract or any part thereof. In case the contractor contravenes this condition, BHEL shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him.

**32.2** The contractor shall not split or transfer to any other party any part of the contract during the currency of the contract.

### **33.0 Joint Survey**

**33.1** Situations may arise during the course of handling / transportation of containers/ cargo when a container or cargo meets with an accident. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of BHEL / Consignor / Consignee / Insurance Company,/BHEL representative etc. for assessment of loss/damage to cargo and / or container. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the contractor shall be under obligation to arrange to issue "Damage Certificate" or "Short landing certificate" to the Consignor/ Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by BHEL. Settlement of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor shall be required to settle all claims/liabilities, whatsoever, against BHEL, which come to BHEL under all such situations. The contractor may undertake to repair the damaged container, which has met with an accident under his custody, at his own initiative. This he shall do to the complete satisfaction of the concerned shipping line / BHEL to which the container belongs to at the time of accident.

### **34.0 Guidelines for suspension of business dealings with suppliers/ contractors'**

**32.1 The contractor will be binding to the “Guidelines for suspension of business dealings with suppliers/ Contractors” which is available at bhel website [www.bhel.com](http://www.bhel.com). The link for the same is available at**

**[http://www.bhel.com/vender\\_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13\\_abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf)**

**33. Reverse Auction**

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

**34. BHEL Fraud prevention policy**

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

## Section-v - RATES

			% of CHARGES TO BE QUOTED on which RA will be conducted			FIXED CHARGES					
LOAD PORT COUNTRY	LOAD PORT	TENTATIVE LOAD ( FRT)	OCEAN FREIGHT	DESTINATION AT NHAVA SHEVA	DELIVERY ORDER CHARGES	CFS CHARGES AT NHAVA SHEVA ( IN INR)					
<b>One Country One rate is to be quoted.</b> Load Ports is to only give an indicative idea of the major ports from where the imports were made in the previous years. In case there is requirement of the shipment to be made from any other load port in the country mentioned in the tender, the same has to be done at the rates quoted for that particular country only.				Only 1 single rate inclusive of all destination charges is to be quoted.	PER BL	PER BL	PER FRT	STORAGE CHARGES per FRT * May refer below for calculation of storage area			
								1st week	2nd week	3rd week	4th week and thereafter
			USD/ FRT (A)	INR / FRT (B)	PER BL (C)	PER BL (D)	PER FRT (E)	PER SQM (F)	PER SQM (G)	PER SQM (H)	PER SQM (I)
JAPAN	KOBE/HAKATA/ YOKOHAMA/ MOJI	5	25	1200	3200	1552	1725	140	180	220	260
KOREA	BUSAN	5	14								
SINGAPORE / MALASYIA	SINGAPORE / MALAYSIA	5	16								
BELGIUM	ANTWERP	6	24								
GERMANY	HAMBURG	75	23								
ITALY	GENOVA / BILBAO	9	22								
NETHERLANDS	ROTTERDAM	11	24								
FRANCE	FOS SUR MER / LE HAVRE	5	31								
SWEDEN	GOTHENBURG	5	54								
UK	FELIXSTOWE / SOUTHAMPTON	5	23								
UKRAINE /	ODESSA	5	76								
SOLVENIA	KOPER	5	95								
US	NEW YORK/ HOUSTON / NORFLOK / SAVANNAH	5	58								

#### Storage Area Calculation

(a)	Upto 03 cbm	05 sqm
(b)	3.1 to 05 cbm	10 sqm
(c)	5.1 to 08 cbm	15 sqm
(d)	8.1 to 12 cbm	20 sqm
(e)	12.1 to 15 cbm	25 sqm
(f)	15.1 to 20cbm	30 sqm

Above 20 cbm cargo, are will be calculated on the basis of sum of sl no (f) and Sl No (a to e).

Ex- For 23 cbm, area will be 35sqm - 30(as per sl no f)+5(as per sl no a)

#### Note:

- 1- Tentative no. of shipments : 70
- 2- Total tentative load : 146 FRT
- 3- CFS charges have been fixed and will not change.
- 4- Reverse auction will be done on total price ( Ocean Freight + Destination charges+ DO ( DELIVERY PRDER) CHARGES ) only
- 5- **No other charge shall be payable**
- 6- The exchange rate (TT selling rate of SBI) as on technical bid opening date of tender opening shall be considered for finalizing the contract value.
- 8- BHEL Slab rates are exclusive of GST hence GST shall be paid separately as per applicable law.



## Price Bid format

BHEL estimated Cash flow (INR) for BHEL rate Schedule A ,B and C ( 1 USD : 74.6 INR) ( for cash flow purpose only) The same will be evaluated on the TT selling rate on the date of tender opening	% of total BHEL price on which bidder is ready to do the work for BHEL rate Schedule A ,B AND C	Cash flow (INR) based on % quoted by bidder of the BHEL rate Schedule A ,B AND C	Total FRT of LCL	Total No of B/L of LCL
R	S%	$T=(R*S)$	U	W
719310			146	70

**Note:**

- 1- The % quoted above ( S ) shall be uniformly applied to BHEL Schedule A, B and C.
- 2- BHEL Schedule D,E, F,G,H and I has been kept fixed and will not form a part of reverse auction
- 3- **No other charge shall be payable**
- 5- BHEL Slab rates are exclusive of GST hence GST shall be paid separately as per applicable law.

**Example 1 for (S) .**

If bidder quotes 110 %, each slab quoted rates will be 1.1 times BHEL slab rate

**Example 2 (S) .**

If bidder quotes 80 %, each slab quoted rates will be 0.80 times BHEL slab rate

## Section VI

### **(Letter of compliance on 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/IMP/AC/IS-2007**

Dear Sir,

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

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

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

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

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

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER

## Section-VII

### **Performance Monitoring**

The performance of the party will be based on the monthly report provided by the party. Party should submit the monthly report on 3<sup>rd</sup> day of every month till the validity of the contract in excel format. The format of monthly report is given below

**Format -1** : Monthly report of M/s \_\_\_\_\_

For period \_\_\_\_\_ to \_\_\_\_\_

Work Order no \_\_\_\_\_

Sn	HBL no	HBL date	BHEL docket no	Date of receipt of intimation of readiness of cargo from supplier	Load port	Vessel Sailing date at load port	Shipping line	Discharge port	Vessel IGM date at discharge port	BHEL unit	Transit time
1											
2											
3											
4											
5											
6											

**Format -2** : Daily report of M/ \_\_\_\_\_

For period \_\_\_\_\_ to \_\_\_\_\_

Work Order no \_\_\_\_\_

Sn	HBL No.	BHEL Unit	Date of issue CAN	IGM date	OBL RECEIVED from CHA on date and time	DO released on date and time	CHA	No of days taken to issue DO
1								
2								
3								
4								
5								

### **Format for daily Status Report**

The contractor must submit the daily status report with following details for each shipment

Lot No	Shipper	Agent	Consignee/ Unit	PO No	Volume ( cbm)	Conatiner ( FCL/ LCL)	Type & no. of conatiner	POL
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POD	Carrier	Feeder Vessel/Voy	ETD POL	ETA Nhava Sheva/	HBL No	NNDs sent date
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PRIOR IGM	FINAL IGM	OBL Received	DO Released Date	INVOICE SUBMITTED	PAYMENT RECEIVED	Remarks
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