

**TENDER FOR APPOINTMENT OF CONTRACTORS
FOR OCEAN FREIGHT ANNUAL RATE CONTRACT
FOR IMPORTS OF BREAK BULK AND HEAVY LIFT
CARGO FROM EUROPE & AMERICAN SECTOR
PORTS TO MUMBAI & EUROPE SECTOR PORTS TO
CHENNAI/KARAIKAL.**

TENDER NO: RE/MUM/IMP/AC/IS-1516



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

LAST DATE OF SUBMISSION

**: 21 SEPTEMBER 2015
: 1430 Hrs**

No. RE/MUM/IMP/AC/IS-1516**Date: 31/08/2015**

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 |
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Important Details of the Tender

| | |
|---|---|
| Name and Contact Details of the Person for Queries in the Tender | (1) Julie Srivastava AGM, Imports, BHEL Phone : 022-22171340/341 julie@bhel.in (2) Vishal Patel Deputy Manager Phone : 022-22171376 Mobile : 7506089937 vishal.patel@bhel.in |
| EMD Amount | Rs 2,00,000/- (Two Lakh Rupees) |
| Time limit for EMD Submission | 12:30 Hrs on 21st September, 2015 |
| Last Date of Submission of the Tender through e-Procurement system | 21/09/2015, 1430 Hrs. |
| Pre-Bid Meeting | 10/09/2015, 1430 Hrs. |
| Tender Opening Date | 21/09/2015, 1445 Hrs. |

| | |
|-------------------------------|--|
| Details of IEM for The Tender | Shri D.R.S Chaudhary, IAS (Retd.) Flat No. L-202 & L-203 (1st Floor) Ansal Lake View Enclave Shamla Hills Bhopal- 462 013 (M.P.) |
|-------------------------------|--|

The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bheleps.buyjunction.in>.

Successful bidder shall be responsible for completion of the contract in all respects.

Techno commercial offers shall be opened through the E-Procurement portal. However this tender may be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.

In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk m Junction Services Ltd. at **033-6601 1717** or BHEL representative, Mr. Vaibhav Khanna at **9930231133**. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

1. The offers shall Include

1) **EMD :-**

The EMD of Rs. 2,00,000/- in favor of BHEL, enclosed in an envelop, super scribed as " EMD for Tender No (Write Full Tender No) MUST BE HANDED OVER TO BHEL REPRESENTATIVE Mr. Vishal Patel, Dy. Mgr (Imports) latest by **12:30 Hrs** on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system.

2) **Techno-Commercial Bid :-**

The techno commercial bid is to be filled and uploaded with full required documents online on E-Tendering Portal of BHEL at web address <https://bheleps.buyjunction.in> latest by **14:30 Hrs on the day of Tender submission date**. Please ensure to upload the colored scanned documents wherever original documents are asked for in the tender and is required as part of technical bid on the portal. This includes documents required as per Qualification Criteria of Techno commercial Section, all self certification as per Techno commercial section, entire tender document along with blank price bid duly signed and stamped on each page by authorized signatory, compliance letter on company's letter head, duly filled format for techno commercial bid, amendment if issued to the tender with sign and seal on each page. The techno commercial offers shall be opened on **1445 Hrs on the same day of Tender submission date**. Hard copies of commercial offers shall not be accepted for evaluation.

3) **Price Bid /Reverse Auction :-**

The Price Bid is to be filled up and uploaded in excel sheet through E-Tendering system only. RA will be conducted for technically qualified parties by separate service provider. BHEL reserves the right to decide for going into Reverse auction.

Instruction for Participation in the Tender through eProcurement

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

The contact details of the DSC Certifying authorities are given below

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

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

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

SECTION I **SCOPE OF WORK**

BHEL desires to appoint **two party** (**one party for Mumbai and one party for Chennai Discharge Port**) as Contractors to carry out ocean freighting of Break Bulk cargo upto 20 freight ton (dimension not exceeding 13m X 6m X 6m) and Heavy lift cargo of single piece exceeding 20 FRT Ton and upto single piece of 35 FRT.

BHEL Mumbai & Chennai will be importing Raw material, components, parts and machinery etc. from various port of Europe & America to Mumbai & Europe ports to Chennai/Karaikal sea port on behalf of its manufacturing units at various places located in India.

Load Ports : European Ports and American Ports

Discharge Ports : Mumbai, Chennai/Karaikal

The expected load pattern of BHEL import expected for year 2015-2016 are as shown in the table below:

(Tentative/Projected Load Data)

For Mumbai Discharge Port

| Sr No | Sectors | BB up to 20 MT for Mumbai port in MT | Heavy Lifts > 20 MT and up to 35 MT for Mumbai Port in MT |
|-------|-------------------------|--------------------------------------|---|
| 1 | Europe & American Ports | 1711 MT | 166 MT |

For Chennai/Karaikal Discharge Port

| Sr No | Sectors | BB up to 20 MT for Mumbai port in MT | Heavy Lifts > 20 MT and up to 35 MT for Mumbai Port in MT |
|-------|---------------|--------------------------------------|---|
| 1 | Europe Sector | 9460 MT | 1000 MT |

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 book position. BHEL does not guarantee the load data.

The above indicated Quantity will not be imported in one lot but will be imported in Multiple B/L (lot) During One Year

Scope of Work:

Nature of Shipments:- BHEL is expected to import cargo of Break Bulk and Heavy Lift nature

from Europe and America Sector to Mumbai port and Europe Sector to Chennai and Karaikal Port.

They are following types:

- (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 equipments etc.
- (iii) Chemicals, Gases, Alumina, Refractory Material, Cements and other such items.
- (iv) Hazardous cargo: Cargo described as hazardous as per IMO standards.

Ocean carriage of the above imports is to be carried out in Break Bulk/Heavy Lifts as required by the nature and type of cargo.

All such cargo being imported by BHEL will be covered under OGL 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.

In line with the existing policy of Indian government, all Import orders of BHEL are placed on our suppliers on FOB basis.

Break Bulk Cargo (up to 20 freight ton)

Single piece/Package will not exceed a weight of 20 FRT TONs, Dimension shall not exceed 13m X 6m X 6m (any one of the dimension). This also includes Plates, Coils and Pipes which are bundled together and weight more than 20 FRT. This will be considered as less than 20 FRT categories only.

Break Bulk cargo is to be shipped in Break Bulk/Heavy Lift cargo vessels. Such cargo is to be shipped **under deck** of the vessel having requisite gears to load and discharge such packages at discharge port.

Packages with weight upto 20 Frt Ton, dimension shall not exceed 13m(L) X 6m(W) X6m (H)[any of the dimension]. In such case the cargo exceeds any one of the dimension then contractor shall move such cargo only on prior approval of BHEL.

Heavy Lift Cargo:

Single piece/Package will exceed a weight of 20 FRT Ton. All such cargo where the weight of

single piece exceeds 20 FRT is being classified as Heavy Lift Cargo.

Heavy lift cargo is to be shipped in Break Bulk/Heavy lift cargo vessel. Such cargo is shipped **under deck** of the vessel having requisite gears to load and discharge such packages at discharge port. Contractor shall inform in advance for long length cargo. i.e. above 12 meters and BHEL will convey the decision for such cargo whether to carry under the deck or over the deck.

Load Ports : The shipment will be made from various load ports which are given in the price Bids.

Discharge Ports: Mumbai, Chennai/Karaikal

All import orders of BHEL are placed on our suppliers on FOB basis.

Detailed Scope of work

1. Coordination with the shipper/supplier or his agent to dispatch the cargo to nominated port as per nature of cargo
2. Arrange for Ocean carriage of the cargo after receipt of cargo at Load ports on FOB terms and safe discharge of the Cargo at discharge ports on "Liner Terms (Hook to Hook)". Cargo is to be shipped on the first available suitable self-gearred Liners/Part Charter/Time-Charter vessels / technically suitable vessel/s with adequate gear capacity to suit type / volume /weight of cargo available at each port to load and unload the Cargo Safely.
3. All BHEL cargo to be shipped **under deck** only. Over deck stacking and shipping is not allowed without prior permission and additional insurance premium. All stevedoring cost and vessel charges at the load port and discharge port shall be borne by the contractor.
4. All BHEL cargoes are non stackable.
5. For Break Bulk/heavy lift cargo transshipment not allowed except for cargo from American ports

6. Vessel arrival should suit to availability of cargo at port duly customs cleared. No confirmation for any cargo shall be given by BHEL for availability of cargo at load port. Contractor has to closely coordinate with supplier/ supplier agent/ transporter for correct and exact movement of Trailer and align Vessel arrival accordingly at load Port giving supplier sufficient notice period for completion of his customs formalities etc at load port.

7. Contractor has to ensure that the supplier has valid LC before booking of shipment. If LC is not applicable then contractor has to confirm booking only after confirmation for booking is received from BHEL units.

8. Contractor has to forward the final packing list received from supplier to the respective manufacturing units.

9. Safe Discharge of Cargo at Discharge port on BHEL arranged Trailer. IF BHEL is unable to arrange the trailer at Discharge port, contractor has to make arrangement of trailer at discharge port for receiving cargo under hook. Afterwards cargo will be unloaded by contractor at wharf/nominated storage yard of the port. Trucking and handling charges as per the price mention in the NIT will be payable..

10. Obtaining certificate from the supplier for fumigation of wooden packages as required by Indian Government on specific advice from **BHEL**.

11. In case such certificate is not available from the supplier, the contractor shall arrange for the fumigation with prior approval from BHEL for extra expenditure involved.

12. The contractor shall hand over Bills of Lading to various BHEL overseas suppliers within 3 days from vessel sailing date.

13. Contractor to arrange vessel of shipping lines having good track records of timely delivery.

14. Before arrival of the Ship, the Contractor will inspect the cargo available in load Port whether under the custody of the Contractor or its supplier or any other authorized representative and ensure its sea worthiness. Any deficiency in this regard shall be brought to the notice of supplier in writing suggesting remedial measures to enable

supplier to make it sea worthy .Alternatively, such action can be taken by the contractor after obtaining written approval of supplier to the action as well as to the cost. Such cost incurred by the contractor shall be taken from supplier. After such remedial measures, the contractor shall be responsible for loading of the cargo on the Ship arranged by the contractor.

15. The contractor shall also intimate supplier about the documents required for loading of the cargo on the ship. He **will** be responsible for examination of all the required documents before arrival of the Ship and any discrepancy in the same shall be attended to by the Contractor supplier in time to ensure loading on the Ship arranged by the Contractor.

16.The successful bidders will be required to provide the names and address of their offices or names and address of the offices of associates in the Mumbai.

17.0 The contractor shall furnish the following:-

17.1 Pre-alert through email as soon as B/L is prepared. A scanned copy of B/L to be sent to BHEL

17.2 Cargo arrival notice along with ETA of the vessel to be communicated 7 days in advance to BHEL/BHEL appointed CHA.

17.3 The final packing list received from supplier for shipment to be immediately forwarded to BHEL Unit in advance.

17.4 Draft BL to be forwarded to BHEL Unit in advance before arrival of vessel. A scanned copy of B/L to be sent to BHEL Unit/s.

17.5 The contractor shall send Prior IGM/Item details & Freight details 2 working days in advance to CHA and BHEL by email and Hard copy of the same to be given to BHEL office immediately to enable us to file B/E at customs (e-mail addresses of CHAs and BHEL officials will be furnished to the contractor).

17.6 For the cargo belonging to Disport Mumbai & Chennai the above documents shall be submitted to BHEL ROD Mumbai & BHEL ROD Chennai respectively

18. No war risk charges, port congestion charges, GRI, RRI, Cargo management charges, SECA Sur charges, ISPS etc will be paid separately. No charges other than mentioned in the Tender will be payable.

19.0 Delivery Order

19.1 The contractor shall arrange for single window final delivery order from his office against OBL. DO will be handed over to authorized CHA at his port office by contractor

19.2 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 charges will be recovered from the subsequent freight bills for delayed period.

19.3 Contractor shall liaison with shipping line in resolving IGM error/amendment within three working days.

19.4 Contractor should ensure 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 co-ordinator at Mumbai/Chennai/Units so as to plan for delivery/dispatches for further transportation to unit/site.

19.5 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 pkg list. If on arrival of cargo an IGM error is found due to above the amount of demurrage/detention/ground rent incurred for the period from the noting date of BE till the same is rectified will be recovered from the contractor.

19.6 The contractor shall immediately intimate any change in the address of the Offices during the period of Contract.

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

1. Ocean freight charges
2. Trucking and Handling Charges as per charges mentioned in NIT (This will be paid to contractor in case BHEL is unable to take under hook delivery)
3. Delivery Order Charges as mentioned in NIT

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

Transit Time Details up to Mumbai Port & Chennai Port

| Load Port | Transit time days | |
|-----------------|-------------------|---------|
| | Mumbai | Chennai |
| Hamburg | 42 | 48 |
| Antwerp | 47 | 52 |
| Rotterdam | 42 | |
| Genoa, Italy | 48 | 52 |
| Bilbao | 48 | 55 |
| Venice, Italy | 50 | |
| Marghera | 50 | |
| Odessa, Ukrain | 65 | |
| New York, USA | 50 | |
| Houston | 60 | |
| Charleston | 50 | |
| Baltimore | 50 | |
| Koper, Slovenia | | 65 |

SECTION II

INSTRUCTIONS TO BIDDERS

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

- 1.0 Bidders are advised to go through the tender document fully before filling up the format for Techno-commercial Section and Price bid Section
- 2.0 The bidder must submit the total offer and the details desired therein. The offers which are not complete or mentioning “shall be furnished later” will be rejected.
- 3.0 The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
- 4.0 The price offer must be made only in the Price Bid formats enclosed with this tender.
- 5.0 The offers shall be kept valid for a period of 90 days from the date of opening of the tender.
- 6.0 BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. It shall be responsibility of the contractor that their agents ensure proper working of the offers in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
- 7.0 No modifications to the work contained in the items will be allowed. Quotations other than in prescribed Price Bid formats will not be accepted under any circumstances.
- 8.0 No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed 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.
- 9.0 All corrections made in the bid should be initialed. In case of price bids, company seal should also to be affixed at all corrections.
- 10.0 Any request from the bidders in respect of additions, alternations, modifications, corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.
- 11.0 The acceptance of tender shall be intimated to the successful bidder through a Letter of Intent (LOI). The contractor shall be required to submit security deposit as per the Tender document, within one week from LOI which should be valid up to six months after the expiry of the contract period as specified in the Letter of Intent. In the event of failure on the part of the contractor to furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the acceptance of his Letter of Intent may be considered as withdrawn and suitable action will be taken as per company policy. The

bidder will have to execute Contract Agreement on Rs 200/- non judicial stamp papers within one week from receipt of security deposit.

12.0 Evaluation criteria

12.1 The offer of parties meeting the Tender requirements will only be considered for evaluation.

12.2 Evaluation will be done as per following Table

| Sr No | Price Bid | Evaluation Criteria |
|-------|--|---|
| 1 | Europe & USA Ports to Mumbai (BB & Heavy Lifts) Price Bid - A | The evaluation will be done based on the load data provided in the Price Bid. Based on the load data provided, the total cash flow for ocean freight charges will be calculated. The party having minimum cash flow after reverse auction will be considered L1 Party. The entire load from these ports will be given to L1 party |
| 2 | Europe to Chennai/Karaikal (BB & Heavy Lifts) Price Bid - B | The evaluation will be done based on the load data provided in the Price Bid. Based on the load data provided, the total cash flow for ocean freight charges will be calculated. The party having minimum cash flow after reverse auction will be considered L1 Party. The entire load from these ports will be given to L1 party |

12.3 The parties may quote for Price Bid A or Price Bid B or both Price Bid A & B.

12.4 The parties must quote for all the items of the particular Price Bid. The offer from parties who have not quoted any of the rates of the particular Price Bid will be rejected for that Price Bid. Such parties will not be allowed to participate in reverse auction of that particular Price Bid.

12.5 The individual rates after reverse auction should be reduced on pro-rata basis with respect to the rates of the seal bids. In no case the rates after reverse auction should be higher than the rates of seal bids.

12.6 Parties must quote the Price Bid in the Price Bid format only. No other format will be accepted.

12.7 For cash flow, the exchange rate (TT selling rate of SBI) as on technical bid opening date of tender opening shall be considered.

12.8 BHEL reserves the right to negotiate with L1 party.

13.0 PRE-BID Meeting:

- 13.1 A pre-bid meeting would be held on at BHEL, ROD Office to clarify doubts, etc before the bidder submits his bid. The intending bidders are requested to submit their doubts, queries, etc in writing on their letterhead before Pre-Bid meeting to enable BHEL to examine the same well in advance. If the intending bidders are not able to submit the same in advance, as mentioned, they must bring them in writing when they come for the pre-bid meeting.

Instruction for MSE Bidders/Suppliers

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 (5 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate alongwith attested copy of CA certificate (format enclosed as per Annexure I where deemed validity of EM II certificate of 5 years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I incase of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e- Procurement Portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer.

SECTION III**Techno- Commercial Conditions**

| Sr No | Description | Remarks |
|--------------|--|--|
| I | Qualification Criteria | |
| (a) | Bidders must have an average annual turnover on account of ocean freighting not less than Rs 4.08 Crores for the last three years. (i.e. for year 12-13, 13-14 & 14-15) (Copy of CA certificate indicating details of turn over on account of ocean freighting of each FY along with audited balance sheet is to be submitted. (If balance sheet for financial year 2014-15 is not audited, data for 3 previous year may be given i.e. for 2011-12, 2012-13, 2013-14) | Copy of CA certificate to be submitted along with copy of audited Balance Sheet |
| (b) | Bidders must submit proof of having have successfully executed ocean freight contracts in last 7 years India (ending last day of month previous to the one in which the tender was due for opening (i) Three contracts of value not less than Rs 5.45 Crores each OR (ii) Two contracts of value not less than Rs 6.81 Crores each OR (iii) One Contract of value not less than Rs 10.90 Crores | As Proof, bidder must submit copy of work order/contracts/PO with copy of satisfactory completion certificate from the customer |

(1) If work order does not specify the value of contracts, the same should be certified from customer. in that case, the documents required will be work order/contract copy, customer certification for contract value and satisfactory completion certificate from customer.

(2) The party who submits only work order or contract copy and does not submit satisfactory completion certificate from customer will not be considered.

(3) The party who submits only satisfactory completion certificate from customer and does not submit relevant copy of work order/contract will not be considered

Details of work order/contract shall be given as per below format in separate sheet

| Sr No | Full postal address of client and officer in charge . | Brief description of work and Qty | Work order No and Date | Value of contract in Rupees in Lakh | Time Schedule in month | Actual date of completion |
|-------|---|-----------------------------------|------------------------|-------------------------------------|------------------------|---------------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

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

| | | |
|---|---|--|
| (c) | Bidder must have Service Tax Registration | Proof to be attached |
| (d) | The party should not have been referred to BIFR/NCTL or declared 'SICK' by any Statutory Authority | A self certification should be submitted by bidder |
| (e) | The Bidder should not have been banned on business dealing by BHEL/Govt of India/any undertaking of Govt of India. | A self certification should be submitted by bidder |
| (f) | Copy of three B/L which indicates the ocean freighting of Break bulk/Heavy Lift/Project cargo handled by Bidder. (B/L date should be later than August 2012) | Three Copy of B/L to be submitted |
| (g) | Copy of Solvency certificate issued from Scheduled Bank in India (Rs 75 Lakh) to be submitted. (Issue date must be on or after 01.01.2015) | Copy of Solvency Certificate to be submitted |
| Note : Offers of parties not meeting above qualifying criteria will be rejected. | | |
| ii | Details to be furnished | |
| (h) | Name & Address of the company | |
| (i) | Year of Establishment of company | |
| (j) | Type Of Ownership (Proprietorship or Partnership or Private Limited or Public Limited or Central Undertaking or State Undertaking or Any other (specify)) | |
| (k) | Certificate of Incorporation in respect of Ltd Co | Provide date of Incorporation & copy of certificate |

| | | |
|------------|--|---|
| (l) | Partnership Deed in respect of Partnership Firms | Copy to be enclosed |
| (m) | Complete Information on Party's offices in India | Information to be provided |
| (n) | Company Details PAN Number | Copy to be provided |
| (o) | Directors / Partners if related to any BHEL employee | Name Staff No Designation Unit & Dept Relationship |
| (p) | If any EX BHEL Personnel is employed by the Company, Mention the details | Name Staff No Date of Leaving Service |
| (q) | Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Laborer's Act / Child Labor Act / Mathadi board / Transporter board/ Customs and Port Procedure and all other relevant Acts, Rules and regulations of Maharashtra state and Govt of India in course of their activities and whether they are being fully complied with. Also all handling equipments are complying as per HSE compliance / OHSAS compliance. | Yes |
| (r) | Letter of authorization for signatories to act on behalf of the company | Copy of Letter to be attached |
| III | Technical Requirements | |
| 1. | EARNEST MONEY DEPOSIT: The Bidders, shall submit tenders with interest free EMD as per tender conditions by way of DD/Pay Order of Rs 2.00 Lakhs in favor of 'BHARAT HEAVY ELECTRICALS LIMITED' . Offers without EMD shall not be considered Bidders. | (Details of the EMtho be provided here) |
| 2. | PAYMENT TERMS: We have read and accept payment terms clause as Specified in the tender General Terms and conditions | Yes |
| 3. | Vessel Qualification: Vessel will be booked as per General terms and conditions clause 14 to 16 and will be self geared to load/unload the heavy lifts mentioned in the packing list. | Agreed |

| | | |
|-----|---|-----------------|
| 4. | TRANSIT DELAY: The transit delay beyond the permitted transit period shall attract a penalty of 5% per week on the Ocean freight value for the cargo or part thereof subject to maximum 10% of the freight of that particular cargo. Such penalty shall be recovered while releasing the freight bills of the contractor | Agreed |
| 5. | INDEMNITY: Agent shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract. | Agreed |
| 6. | Contract Period: 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. | Agreed |
| 7. | The Load pattern: The load patterns are Tentative and may increase or reduce based on BHEL's order book position. Load patterns as per S c o p e o f W o r k . | Agreed |
| 8. | RISK PURCHASE: As per the Risk Purchase Clause of General Terms and Conditions | Agreed |
| 9. | We have understood the scope of work and accordingly have quoted the prices in the price bid schedules. | Agreed |
| 10. | TAXES: All taxes on freight, 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. Service tax in India will be paid separately. Service tax elements shall be shown separately in the invoice. | Agreed |
| 11. | Offer Validity : Offers shall remain valid till 90 days from the date of opening the Tender | Agreed |
| 12. | Compliance Letter on Bidder's Letter Head signed and stamped | Enclosed |
| 13. | Participation in Reverse Auction | Agreed |
| 14. | Acceptance of the charges for Trucking & Handling, Delivery Order charges etc as per NIT | Agreed |

| | | |
|-----|--|---------------|
| 15. | The tender will be finalized based on Government guidelines at the time of finalization of Tender | Agreed |
|-----|--|---------------|

SIGNATURE AND SEAL OF TENDERER

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 years 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 TEU means Twenty Equivalent Units – term for ISO container. FEU means Fourty Equivalent Units – term for ISO container. Wherever rates for FEU are not mentioned it will be taken as twice of TEU rates.
- 1.14 "Ton" means one metric Ton of 1,000 kilograms or one cubic meter.
- 1.15 JNCH means Jawaharlal Nehru Customs house.
- 1.16 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.
- 1.17 **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:

The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of

Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

4.0 License/Permission/Registration

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

5.0 Transit Time:

5.1 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 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.

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

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

5.4 Date of B/L till date of final IGM date at Discharge Port (both days Inclusive) will be taken for calculating the transit time. Suppose date of B/L is 01/11/2013 and IGM date is 21/11/2013 then the transit time is 21 days. In case of delay reported by shipper for lifting of cargo by contractor then the penalty (as per clause 6.1 below) will be calculated from the 30th day of shippers intimation to lift the cargo till IGM date.

5.5 In case of urgency of the material and the inability of the contractor to lift the material within the period, 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.

6.0 Transit Delay:

6.1 The transit delay beyond given period shall attract a penalty of 5% per week on the Ocean freight value for the cargo or part thereof subject to maximum 10% of the freight of that particular cargo. Such penalty shall be recovered while releasing the freight bills of 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.

7.0 Invoices And Payments

7.1 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.

7.2 Contractor shall submit freight bill including other charges along with supporting documents immediately after sailing of the vessel

7.3 The **Service tax** will be paid separately. Service tax elements shall be shown separately in the invoice.

8.0 Payment Terms

8.1 Freight payment:-

8.1.1 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 and MBL number and other charges as per the contracted rates.**

8.1.2 Contractor shall submit freight bill along with supporting documents immediately after sailing of the vessel. (within one week of BL date)

- 8.1.3 The payment for freight, trucking and handling charges and DO charges will be made to the contractor after final IGM date is declared (IGM for the shipment is filed) . However when shipment is ready for clearance by BHEL, the contractor must arrange the DO within 2 working day of surrendering OBL. In case of delay in receiving the DO from contractor as above, the payment will be restricted as per Delivery order clause.
- 8.1.4 100% payment of the charges will be made by BHEL by Cheque / RTGS against the bill submitted with all documents from BHEL.
- 8.1.5 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.
- 8.1.6 Contractor shall issue CAN immediately on filing of prior entry IGM by the Liner/ Carriers.
- 8.1.7 Exceptional cases where contractor has not issued the freight bill in time, the contractor shall issue D.O. without payment of freight charges and such payments will be made after D.O.
- 8.1.8 TDS as applicable will be recovered from contractor's bill.
- 8.1.9 Payment for cargo discharging at Mumbai will be carried out by BHEL ROD Mumbai.
- 8.1.10 All the bills should be submitted in duplicate i.e one original and one copy.
- 8.1.11 All taxes, charges and dues of vessel if any during execution of this contract shall be on Contractor's account both in load port and in the discharge port.
- 8.1.12 **The documents to be submitted along with bills in duplicate are as follows:**

1. Invoice duly signed and stamped as per the Price bid Schedule
 2. Supplier Signed and stamped Packing list
 3. Signed OBL copy
 4. Exchange rate certificate
 5. Vessel qualification/ age/class certificate
 6. CAN copy issued to BHEL
- 8.2 The volume of pipes shall be derived from their dimensions and payment will be made accordingly.
- 8.3 Freight is payable on weight/measurement of the cargo whichever is higher.
- 8.4 Where ever freight is claimed on CBM/measurement, Packing List will be considered for final payment.
- 8.5 1 Ton = 1000Kgs and 1 CBM= 1 Ton
- 8.6 Minimum rate of 1 Ton/1 CBM shall be applicable for payment for cargo weighing/measuring less than one ton/CBM.
- 8.7 **Other Charges payable by BHEL**
- 8.7.1 Service tax 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.
- 8.7.2 Whenever BHEL does not take under hook delivery The Trucking and handling charges will be payable as per the charges mentioned in the Tender
- 8.7.3 The delivery order charges will be payable as per the charges mentioned in the Tender
- 8.7.4 No Port congestion charges are payable
- 8.7.5 All the Bills like Freight Bills, THC, IHC, DO, Detention etc must be in the name of BHEL

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

Trucking and Handling Charges (OPTIONAL) & Delivery Order Charges**Trucking and Handling Charges for Heavy Lifts (single piece > 20 Freight Ton)**

| Charges For | In Slab of 20.001 to 25 FRT Tons (LUMPSUM) | In Slab of 25.001 to 30 FRT Tons (LUMPSUM) | In Slab of 30.001 to 35 FRT Tons (LUMPSUM) |
|--|--|--|--|
| Trucking and Handling Charges in INR per piece | 10000 | 15000 | 20000 |

Trucking and handling Charges for BB (up to 20 Freight Ton)

| Charges For Trucking and Handling | Rates per Freight Ton in INR |
|--------------------------------------|------------------------------|
| BB (up to 20 FRT Ton) | *RS 100.00 |

* If For BB<20MT, If any package more than 10 meters long or more that 3.5 meters width and handled by special low bed trailer, the Trucking charges payable will be Rs 500/MT but will be restricted to maximum Rs 10000/- per Package

Delivery Order Charges per BL
RS 4000.00

Trucking and handling charges are optional and will be paid to contractor in case BHEL is unable to take under hook delivery.

9.0 Time Limit For Submission Of Bills

- 9.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (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.
- 9.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated 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.
- 9.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the contractor.

10.0 Risk Purchase:

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

- 10.1 If at any time during the 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.
- 10.2 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

- 10.3 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 of any other contract.
- 10.4 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

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

11.0 Observance Of Local Laws :

11.1 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.

11.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be Leviable on account of any of the operations connected with the execution of this contract.

11.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

12.0 Safety Of Men, Equipment, Material & Environment

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

12.2 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

12.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

12.4 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

13.0 Contractor's responsibility for Insurance:

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

13.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.

13.3 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.

13.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, 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.

14.0 Vessel Qualification:

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

14.1.1 a member of associate member of International Association of classification societies(IACS) or

14.1.2 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)

14.1.3 For the list of Current IACS Members and associate members refer to the IACS website at www.iacs.org.uk

15.0 Age limitation of vessel :

15.1 Bulk or combination carriers over 10 years of age

15.2 Other vessel over 15years of age unless they

15.2 Have been used for carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age or

15.2 Were constructed as containership, vehicle carriers or double-skin open hatch gantry crane vessel (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

16.0 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.

17.0 The successful bidder should insure that vessel should have suitable crane facility for handling such type of heavy lift cargo.

18.0 All **Original Bill of ladings should be issued as per UCP 600.**

18.1 Use of tramper/ tramp services/tramp vessel is prohibited.

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

19.1 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.

19.2 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.

19.3 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.

19.4 Force Majeure conditions will apply on both sides.

20.0 **Prevention Of Corruption**

20.1 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.

20.2 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.

21.0 **Arbitration**

21.1 If Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator i.e. HEAD ROD , BHEL, Mumbai or nominee appointed by him in writing. There will be no objection if the arbitrator so appointed is an employee of BHEL.

21.2 If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, BHEL, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

21.3 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.

21.4 The arbitration shall be conducted in line with the provisions Indian Arbitration and Conciliation Act, 1996. or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force

21.5 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix

and/or enlarge the time for making and publishing the award as situation warrants.

- 21.6 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- 21.7 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 21.8 The place of Arbitration will be BHEL, ROD office, Mumbai.

22.0 Laws Governing The Contract:

- 22.1 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.

23.0 Indemnity

- 23.1 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.

24.0 Security Deposit

- 24.1 Successful bidder shall submit a percentage of the total contract value as security deposit within Seven days of issue of LOI for the contract
- 24.2 Up to Rs.10 lakhs – the security deposit is 10% of the contact value.
- 24.3 For 10 – 50 lakhs - the security deposit is Rs. 1 lakh plus 7.5% on amount exceeding Rs 10 lakhs of the total contract value.
- 24.4 For above 50 lakhs - the security deposit is Rs. 4 lakhs plus 5% on amount exceeding Rs 50 lakhs of the total contract value.
- 24.5 Security deposit may be made in any of the following ways:
- 24.5.1 Cash as permissible under IT Act
- 24.5.2 Local cheques of scheduled banks subject to realization

- 24.5.3 Securities available from post office such as National Savings certificate, Kisan Vikas Patras etc.
- 24.5.4 BG on scheduled bank / public financial institutions as defined in Companies Act as per BHEL's format
- 24.5.5 Fixed Deposit Receipt issued by scheduled bank / Public Financial Institution as defined in Companies Act. FDR should be in the name of the Contractor, A/c BHEL, duly discharged on the back.
- 24.5.6 Security deposit can also be recovered at the rate of 10% from the running bills. However in case at least 50% of the Security Deposit should be collected before start of the work and the balance 50 % may be recovered from the running bills
- 24.6 Securities / BG's shall be released after **Six (6) months** of successful execution and completion of the contract.
- 25.0 **Earnest Money Deposit**
- 25.1 The offers from the bidders shall enclose a EMD as Demand Draft in favor of BHEL as per Techno commercial Bid
- 25.2 If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited.
- 25.3 EMD of the Tenderer will be forfeited if:
- 25.3.1 After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rated.
- 25.3.2 The tenderer does not commence the work within the period as per LOI/ Contract. In Case the LOI/ Contract is silent in this regard then within 15 days after award of contract.
- 25.4 EMD of successful bidder can be adjusted towards part of the security deposit.
- 25.5 EMD of all unsuccessful bidders will be returned within a month of placement of LOI/Work Order on successful bidder.
- 25.6 EMD shall not carry any interest.

26.0 Discrepancy In Words & Figures: Quoted In Offer

- 26.1 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.
- 26.2 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
- 26.3 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.
- 26.4 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.

27.0 Requirements of Performance.

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 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.

- 27.5 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 defaulting Agents will be suspended with BHEL as per company policy
- 27.6 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.
- 27.7 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.
- 28.0 Short – Landed Or Damaged Goods.**
- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.
- 29.0 Service During Post Contract Period**
- 29.1 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.

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

30.0 Subletting Not Allowed

30.1 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.

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

31.0 Joint Survey

31.1 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.

32.0 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.

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

33. Reverse Auction

BHEL may adopt Reverse Auctioning amongst the technically qualified bidders to finalize the tender. The procedure for Reverse Auction shall be intimated to such bidders in due course. However, the bidders are advised to quote their most competitive rates in the sealed bid envelope. In case BHEL is unable to finalize the order through Reverse Auction for any reason whatsoever, the order would be finalized based on the sealed price bids.

In case of tender being finalized through Reverse Auction, the bidders will have to adhere to the guidelines provided in the Business Rules of Reverse Auction. Business rules will be provided to Bidders before starting RA. In case a Techno commercially acceptable vendor does not agree to participate in the Reverse Auction process, the same will be treated as withdrawal of the offer and their EMD will be forfeited.

Vendors are also warned against delay in participation and delaying the process of Reverse Auction.

In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

| SECTION V | | | | |
|--|------------------|------------------------|-------------------------------------|-------------------------|
| PRICE BID - A | | | | |
| Tender No : RE/MUM/IMP/AC/IS-1516 | | | | |
| OCEAN FREIGHT CHARGES FROM EUROPE & USA PORTS TO MUMBAI | | | | |
| ALL RATES ARE IN USD | | | | |
| Discharge Port : MUMBAI | | | | |
| Break Bulk Cargo up to 20 Freight Ton | | | | |
| Sr NO | Load Port | Load Data in MT | Rates per freight Ton IN USD | Cash Flow in USD |
| a | b | c | d | e=(c) x (d) |
| 1 | Hamburg | 621 | | |
| 2 | Antwerp | 120 | | |
| 3 | Rotterdam | 215 | | |
| 4 | Genoa, Italy | 415 | | |
| 5 | Venice, Italy | 210 | | |
| 6 | New York, USA | 15 | | |
| 7 | Houston, USA | 63 | | |
| 8 | Charleston | 32 | | |
| 9 | Baltimore | 20 | | |
| | | | | |
| Heavy Lifts (single Piece > 20 Freight Ton) in the slab of 20.01 to 35 Freight Ton | | | | |
| 10 | Hamburg | 83 | | |
| 11 | Antwerp | 83 | | |
| Total Cash Flow Sr No 1 to 11 | | | | |
| Total Cash flow for Ocean freighting of BB & HLs from Europe & America to Mumbai. Sr No 1 to 11. Evaluation will be done on this Total Price. | | | | Total of 1 to 11 |

The above freight charges includes all charges and sur charges like BAF, CAF, GRI, ISPS, war risk charges, port congestion charges, SECA charges etc.

| SECTION V | | | | |
|---|------------------|------------------------|-------------------------------------|-------------------------|
| PRICE BID -B | | | | |
| Tender No : RE/MUM/IMP/AC/IS-1516 | | | | |
| OCEAN FREIGHT CHARGES FROM EUROPE TO CHENNAI | | | | |
| ALL RATES ARE IN USD | | | | |
| Discharge Port : CHENNAI | | | | |
| Break Bulk Cargo up to 20 Freight Ton | | | | |
| Sr NO | Load Port | Load Data in MT | Rates per freight Ton IN USD | Cash Flow in USD |
| a | b | c | d | e=(c) x (d) |
| 1 | Hamburg | 3500 | | |
| 2 | Antwerp | 3200 | | |
| 3 | Genoa, Italy | 500 | | |
| 4 | Bilbao | 260 | | |
| 5 | Koper, Slovenia | 2000 | | |
| | | | | |
| Heavy Lifts (single Piece > 20 Freight Ton) in the slab of 20.01 to 35 Freight Ton | | | | |
| 6 | Hamburg | 500 | | |
| 7 | Antwerp | 500 | | |
| Total Cash Flow Sr No 1 to 7 | | | | |
| Total Cash flow for Ocean freighting of BB & HLs from Europe to Chennai. Sr No 1 to 7. Evaluation will be done on this Total Price. | | | | Total of 1 to 7 |
| The above freight charges includes all charges and sur charges like BAF, CAF, GRI, ISPS, war risk charges, | | | | |
| port congestion charges, SECA charges etc. | | | | |
| <u>Above rates will be applicable to Karaikal Port also. However for Karaikal Port minimum Quantity per Shipment/lot will be 1500 MT. The single shipment below 1500 MT will always be imported at Chennai</u> | | | | |

SECTION VI

(Letter of compliance on Company's Letter Head)

Ref No:

Date:

To,

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

Sub : Your Tender no RE/MUM/IMP/AC/IS-1516

Dear Sir,

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

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

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

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

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

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER

SECTION VII

Integrity Pact Agreement

Please find attached eight Pages

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 3rd 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/s _____

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 | PO No | Volume | POL |
|--------|---------|-------|-----------|-------|--------|-----|

| | | | | | | |
|------|---------|----------------------|---------|--------------------------------|--------|------------------|
| FPOD | Carrier | Feeder Vessel/Voy | ETD POL | ETA Nhava Sheva/ Chennai | HBL No | INV Submitted |
|------|---------|----------------------|---------|--------------------------------|--------|------------------|

| | | | | | |
|-------------------------|---------------------|---------|--|--|--|
| OBL/Payment Received | DO Released Date | Remarks | | | |
|-------------------------|---------------------|---------|--|--|--|