

**TENDER FOR APPOINTMENT OF CONTRACTORS  
FOR OCEAN FREIGHT ANNUAL RATE CONTRACT  
FOR IMPORTS OF CONTAINERISED CARGO FROM  
VARIOUS SECTORS TO CHENNAI & ICD BANGALORE**

**TENDER NO: RE/MUM/IMP/AC/IS-1542**



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 ó 400 005

**LAST DATE OF SUBMISSION**

**: 22nd December 2015  
: 1530 Hrs**

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	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>	<p>(1) Julie Srivastava AGM, Imports, BHEL Phone : 022-22171340/341 <a href="mailto:julie@bhel.in">julie@bhel.in</a></p> <p>(2) Vishal Patel Deputy Manager Phone : 022-22171376 Mobile : 7506089937 <a href="mailto:vishal.patel@bhel.in">vishal.patel@bhel.in</a></p>
<b>EMD Amount</b>	Rs 2,00,000/- ( Two Lakh Rupees )
<b>Time Limit for EMD Submission</b>	15:30 Hrs on 22/12/2015
<b>Last Date of Submission of the Tender through e-Procurement system</b>	22/12/2015, 1530Hrs.
<b>Tender Opening Date</b>	22/12/2015, 1545 Hrs.

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 envelope, 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 **15:30 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 **15:30 Hrs on the day of Tender submission date**. 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, 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 **1545 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 before the due date of submission. RA will be conducted for

technically qualified parties by separate service provider. BHEL reserves the right to decide for going into Reverse auction.

**Except EMD, no hard copies of Documents will be accepted in any case.**

**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	<a href="http://www.e-mudhra.com">http://www.e-mudhra.com</a>
2	GNFC	<a href="http://www.ncodesolutions.com">http://www.ncodesolutions.com</a>
3	IDRBT	<a href="http://www.idrbtca.org.in">http://www.idrbtca.org.in</a>
4	MTNLTrustline	<a href="http://www.mtnltrustline.com">http://www.mtnltrustline.com</a>
5	NIC	<a href="http://www.nic.in">http://www.nic.in</a>
6	Safescrypt	<a href="http://www.safescrypt.com">http://www.safescrypt.com</a>
7	TCS	<a href="http://www.tcs-ca.tcs.co.in">http://www.tcs-ca.tcs.co.in</a>

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

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

**SECTION I****SCOPE OF WORK**

BHEL desires to appoint one party as Contractors to carry out ocean freighting of containerized cargo(FCL & LCL) 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 Ports : European, Middle East Ports, Far East, Black Sea Ports, American Ports

Discharge Ports : Chennai & ICD Bangalore

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

**(Tentative/Projected Load Data) for FCL TEUs**

Sectors	Chennai FCL TEU	Chennai LCL in MT
ALL	1659	153

TEU = Twenty Equivalent Units of container

**Out of 728 TEUs following TEUs will be finally delivered to ICDs**

No of TEUs from Chennai to ICD Bangalore
21

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.

**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 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 Containers.

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.

## **SCOPE OF WORK**

### **DETAILS OF WORKS:**

- 1.0 Coordination with the shipper/supplier to dispatch the cargo to nominated port as per nature of cargo i.e containerized cargo
- 2.0 For containerized shipments i.e. in case of LCL shipments the contractor will arrange for maximum number of shipments by LCL mode from various Load Ports and supplier may get stuffed LCL container at load port at his own cost. Contractor will arrange the LCL container at nominated place, however supplier will pay LCL THC for FOB shipments.
- 3.0 For FOB containerized shipments i.e. in case of FCL shipments the contractor will hand over containers to supplier, suppliers may undertake to stuff the container at their works/or port/or yard at his own cost and handover the stuffed container at the nominated place. In case supplier desires to stuff packages at load port CFS, contractor to arrange containers for CFS stuffing. If contractor is unable to arrange the vessel after receiving the stuff containers from supplier at load port, the storage charges if any will have to be paid by contractor.
- 4.0 The containerized shipment shall be on FCL CY/CY or LCL CY/CY basis. Generally, BHEL will take destuffed delivery at the single CFS nominated/appointed by BHEL. Generally BHEL will take destuffed delivery at ICD, contractor will be responsible to take back the empty container from ICD. In case BHEL take container from ICD to our factory, BHEL will hand over the container back to ICDs.
- 5.0 Where the terms of procurement are FOB for containerized cargo, the contractor shall ensure optimum stuffing of the containers. However contractor should ensure that the containers can be easily destuffed by CFS in India without any delay or additional expenses.
- 6.0 The contractor and his load port agent shall ensure that bill of lading is for respective discharge port or ICDs.

- 7.0 BHEL would prefer that all the container should arrive at ICD in one lot i.e. all the containers in the BL should arrive at the same time at ICD.
- 8.0 Contractor to ensure that IGM is filed 48 hours before the arrival of containers in ICD/Discharge port so that BHEL is in position to file prior Bill of entry at custom.
- 9.0 Contractor should ensure immediate movement of containers from Discharge port to ICDs
- 10.0 Contractor to ensure that adequate capacity like crane capacity etc is available at discharge port/ICD to handle the container.
- 11.0 **Containers other than that covered in contract shall not be considered.**
- 12.0 Safe Discharge of Cargo at Discharge port to wharf/CFS
- 12.1 Contractor should ensure proper and necessary coordination for immediate movement of FCL containers from Chennai to the BHEL appointed CFS yard.
- 13.0 Obtaining certificate from the supplier for fumigation of wooden packages as required by Indian Government on specific advice from BHEL.
- 14.0 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.
- 15.0 The contractor shall hand over Bills of Lading to various BHEL overseas suppliers within 3 days from vessel sailing date.
- 16.0 No war Risk charge GRI, RRI ,Cargo management charges, SECA Sur charges, Port congestion charges etc will be paid separately.
- 17.0 Contractor should give sufficient notice period of 7 days to BHEL appointed CFS/BHEL/CHA of arrival of container.
- 18.0 **The contractor shall furnish the following:-**
- 18.1 The final packing list received from supplier for shipment to be immediately forwarded to BHEL unit in advance.
- 18.2 The contractor must ensure that Draft B/L is approved by supplier before generating final B/L. BHEL Units will not approve the Draft B/L. A scanned copy of approved B/L from supplier to be sent to BHEL unit/s. Contractors are requested to mention the BHEL Purchase Order No in the B/L.
- 18.3 Cargo arrival notice along with ETA of the vessel to be communicated in 15 days advances at discharge port in advance.

- 18.4 The contractor shall furnish 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).
- 18.5 For the cargo belonging to discharge port Chennai, the above documents shall be submitted to BHEL ROD Chennai.
- 18.6 For the cargo belonging to ICD Bangalore, the above documents shall be submitted to BHEL EDN Bangalore/BHEL appointed CHA at ICD.
- 19.0 No charges shall be payable towards Container/s received in damage condition by CFS yard. Proper instruction should be given by contractor to the shipping line for providing the survey report taken while providing the containers at load port.
- 20.0 Similar Cargo from same supplier having purchase orders from different BHEL units should not be filed under same Bill of Lading or same IGM item.
- 21.0 Contractor will be paid separately Hazardous THC for LCL/FCL cargo and Hazardous Surcharge as per the Charges mentioned in the Tender
- 22.0 No security deposit will be given for container
- 23.0 **Container detention Clause:-**

The contractor shall offer 21 days free of detention charges at the final delivery place for all type of containers specified in this contract.

The number of days to be counted after discharge of last container at Discharge port/ICDs.

The container Detention will be as per below

Days Details	For 20' GP Container ( charges per day ) INR	For 40' GP/HC Container ( charges per day ) INR	For 20 OT Container ( charges per day ) INR	For 40 OT Container ( charges per day ) INR
Up to 21 days	Nil	Nil	Nil	Nil
22 <sup>nd</sup> days onwards	3475	6940	5125	10250

**24.0 Delivery Order**

- 24.1 The contractor shall arrange for single window final delivery order from his office against OBL. DO will be handed over to BHEL authorized CHA at his port office by contractor.
- 24.2 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 subsequent freight bills for delayed period.
- 24.3 Contractor shall liaison with shipping line in resolving IGM error/amendment within five working days
- 24.4 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.
- 24.5 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 incurred for the period from the noting date of BE till the same is rectified will be recovered from the contractor.
- 25.0 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 Discharge Port Mumbai.
- 26.0 The contractor shall immediately intimate any change in the address of the Offices during the period of Contract.
- 27.0 Payment will be made as per below

**For Shipment with final delivery place at Chennai**

1. Ocean freight Charges
2. Terminal Handling charges
3. Delivery order charges
4. Detention charges wherever applicable
5. Charges for movement of container to BHEL nominated CFS ( Rs 2500 per B/L)

**For Shipment with final delivery place at ICD**

1. Ocean freight Charges
2. Inland Haulage Charges

3. Delivery order charges
4. THC at ICD as per THC tariff of ICD
5. Detention charges wherever applicable

**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 Chennai**

<b>Load Port</b>	<b>Transit time days</b>
Hamburg	<b>43</b>
Antwerp	<b>42</b>
Felixtowe	<b>44</b>
Genoa	<b>40</b>
Gothenberg	<b>48</b>
Bilbao	<b>45</b>
Le Havre	<b>40</b>
Shanghai	<b>30</b>
Kobe	<b>38</b>
Busan	<b>31</b>
Tianjin	<b>34</b>
Dalian	<b>34</b>
Osaka	<b>38</b>
Houston	<b>65</b>
Dusseldorf	<b>45</b>

**FOR ICD delivery please add 10 (Ten) days on above mentioned Transit days.**

## **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.

## 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	Containerised cargo from various sector ports to chennai and ICD Bangalore	The evaluation will be done based on the load data provided in the Price Bid. Based on load data provided, the total cost to BHEL 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 must quote for all the items of the Price Bid. The offer from parties who have not quoted any of the rates of the price bid will be rejected. Such parties will not be allowed to participate in reverse auction

12.4 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.

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

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

12.7 BHEL reserves the right to negotiate with L1 party.

**INSTRUCTION FOR MSE SUPPLIERS**

**(1) 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 along with 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.**

**(2) In addition to above documents MSE suppliers must submit the letter on company's letter head at BHEL office before due date of Tender Submission stating that They are MSE suppliers and they have uploaded the documents as required in above paragraph at Sr NO (1) above.**

**SECTION III****Techno- Commercial Conditions**

<b>Sr No</b>	<b>Description</b>	<b>Remarks</b>
<b>I</b>	<b>Qualification Criteria</b>	
<b>(a)</b>	Bidder must have an average annual turnover on account of ocean freighting not less than Rs 2.54 crores for the last 3 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 copy of 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 ). CA certificate & Balance sheet should be of same period	Copy of CA certificate to be submitted along with copy of audited Balance Sheet
<b>(b)</b>	Bidders must submit proof of having have successfully executed ocean freight contracts in last 7 years (ending last day of month previous to the one in which the tender was due for opening ) as per following  (i) Three contracts of value not less than Rs 3.38 Crores each OR (ii) Two contracts of value not less than Rs 4.23 Crores each OR (iii)One Contract of value not less than Rs 6.77 Crores	Copies of contract /work order with copies of satisfactory completion certificate from customer must be attached

**(1) If work order does not specify the value of the contracts, the same should be certified from customers. 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

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

(c)	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
(d)	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
(e)	Copy of Latest Solvency certificate (issued on or after 01/01/2015) from Schedule bank in india (for Rs 75 Lakh ) to be submitted	Copy of Solvency Certificate to be submitted
<b>Note : Offers of parties not meeting above qualifying criteria will be rejected.</b>		
II	Details to be furnished	
(f)	Name & Address of the co mpany	
(g)	Year of Establishment of company	
(h)	Certificate of Incorporation in respect of Ltd Co	Provide date of Incorporation & copy of certificate to be enclosed
(m)	Complete Information on Party's offices in India	Information to be provided
(n)	Company Details PAN Number & Service Tax Registration	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	Yes

	equipments are complying as per HSE compliance / OHSAS compliance.	
(r)	Letter of authorization for signatories to act on behalf of the company	Letter to be attached
III	Technical Requirements	
1.	<b>EARNEST MONEY DEPOSIT:</b> 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 EMD to be provided here)
2.	<b>PAYMENT TERMS:</b> We have read and accept payment terms clause as Specified in the tender General Terms and conditions	Yes
3.	<b>Vessel Qualification:</b> Vessel will be booked as per General terms and conditions clause <b>15 to 17</b> and will be self geared to load/unload the heavy lifts mentioned in the packing list.	Agreed
4.	<b>TRANSIT DELAY:</b> The transit delay beyond the permitted transit period shall attract a penalty of 5% per week <b>on the Ocean freight value for the shipment or part thereof subject to maximum 10% of the freight of that particular shipment.</b> Such penalty shall be recovered while releasing the freight bills of the contractor	Agreed
5.	<b>INDEMNITY:</b> 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.	<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.	Agreed
7.	<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	Agreed
8.	<b><u>RISK PURCHASE: As per the Risk Purchase Clause of General Terms and Conditions</u></b>	Agreed
9.	We have understood the scope of work and accordingly have quoted the prices in the price bid schedules.	Agreed

10.	<b>TAXES:</b> 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/SBS in India will be paid separately. Service tax/SBS elements shall be shown separately in the invoice.	<b>Agreed</b>
11.	<b>Offer Validity :</b> Offers shall remain valid till 120 days from the date of opening the Tender	<b>Agreed</b>
12.	<b>Compliance Letter</b> on Bidder's Letter Head signed and stamped	<b>Enclosed</b>
13.	<b>Movement of FCL to appointed CFS:</b> Contractor will ensure that all FCL containers are moved to the BHEL appointed CFS and contractor will ensure the Prior IGM is filed accordingly. OBL will be provided at the time of taking DO.	<b>Agreed</b>
14.	<b>21 days Free period for container Detention:</b> The contractor shall arrange for 21 days container detention free period at all discharge ports and all ICDs. Acceptance of detention charges beyond 21 days as per clause 23.0 of section I	<b>Agreed</b>
15.	<b>Participation in Reverse Auction</b>	<b>Agreed</b>

**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 or 1,000 kilograms or one cubic meter.
- 1.15 **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 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/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.

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 to final IGM date at Discharge Port/ICD (both days inclusive) will be taken for calculating the transit time. If the B/L date is 01/11/2013 and IGM date is 21/11/2013 then transit time is 21 days.

5.5 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 intimation to lift the cargo till IGM date.

5.6 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 shipment or part thereof subject to maximum 10% of the freight of that particular shipment. 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.

## **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/SBC** will be paid separately. Service tax/SBC 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, volume, HBL, 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, THC, IHC, and DO charges will be made to the contractor within one week of IGM declaration date on submission of clear invoice.. 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 alongwith all documents to 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 belongs to discharge port Chennai will be carried out at BHEL ROD Chennai.
- 8.1.10 Payment for ICD Bangalore shipment will be carried out by BHEL EDN Bangalore
- 8.1.11 All the bills should be submitted in duplicate i.e one original and one copy.
- 8.1.12 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.
- 8.1.13 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. Vessel qualification/ age/class certificate
  5. CAN copy issued to BHEL
- 8.1.14 Freight is payable on weight/measurement/volume of the cargo whichever is higher.
- 8.1.15 Where ever freight is claimed on CBM/measurement/volume, Packing List will be considered for final payment.
- 8.1.16 1 Ton = 1000Kgs and 1 CBM= 1 Ton
- 8.1.17 Minimum rate of 1 Ton/1 CBM shall be applicable for payment for cargo weighing/measuring less than one ton/CBM.

## **8.2 Other Charges payable by BHEL**

- 8.2.1 Service tax/SBS 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.
- 8.2.2 No port Congestion charges will be payable.
- 8.2.3 The container detention charges will be payable as per container detention clause mentioned in the Tender. BHEL will pay the container detention charges to the contractor within one week of empty container/s returned to the shipping line.

8.2.4 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.

## 9.0 Various Fixed Charges

**(1) Terminal Handling Charges for FCL at Chennai ( this also includes washing charges and container maintenance charges )**

<b>THC at Chennai in INR</b>	<b>20 GP/OT</b>	<b>40GP/HC/OT</b>
<b>Charges in INR</b>	<b>5750</b>	<b>9344</b>

**(2) Terminal Handling charges for LCL at Chennai**

<b>THC at Chennai</b>	<b>Per freight Ton</b>
<b>Charges in INR</b>	<b>600</b>

**(3) Inland Haulage Charges from Chennai to ICD Bangalore**

<b>IHC from Chennai to Bangalore</b>	<b>20 GP/OT</b>	<b>40 GP/HC/OT</b>
<b>Charges in INR</b>	<b>19940</b>	<b>30994</b>

**(4) Delivery Order Charges per Bill of Lading**

<b>Delivery Order charges per B/L in INR</b>	<b>Rs 4000/-</b>
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**(6) USD 150 per TEU will be payable as Hazardous Sur charges on freight for HAZ cargo**

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

**(8) Additional THC charges of INR 1000 per TEU will be applicable for Haz Container**

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

**(10) For HAZ Container 25% extra charges will be payable on IHC charges**

**(11) THC at ICDs will be payable as per actual Tariff of ICDs. Freight Forwarder will be responsible for arranging THC tariff of ICD**

**(12) No THC at Discharge port will be payable in case of Delivery at ICD**

**(13) Rs 2500 per B/L will be payable for Moving Containers to BHEL Nominated CFS at Chennai**

**10.0 Time Limit for Submission of Bills**

- 10.1 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.
- 10.2 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.
- 10.3 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.

**11.0 Risk Purchase:**

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

- 11.1 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.
- 11.2 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
- 11.3 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.

- 11.4 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
- 11.5 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 12.0 **Observance Of Local Laws :**
- 12.1 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.
- 12.2 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.
- 12.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.
- 13.0 **Safety Of Men, Equipment, Material & Environment:**
- 13.1 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.
- 13.2 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.
- 13.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 13.4 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.
- 14.0 **Contractor's responsibility for Insurance:**
- 14.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).

- 14.2 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.
- 14.3 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.
- 14.4 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.

**15.0 Vessel Qualification:**

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

15.2 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)

15.3 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)

**16.0 Age limitation of vessel**

16.1 Bulk or combination carriers over 10 years of age

16.2 Other vessel over 15years of age unless they

16.2.1 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

16.2.2 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.

17.0 **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.

- 18.0 All **Original Bill of lading**s should be issued as per UCP 600.
- 19.0 Use of tramper/ tramp services/tramp vessel is **prohibited**.
- 20.0 **Force Majeure:** The following shall amount to force majeure conditions
- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 Force Majeure conditions will apply on both sides.
- 21.0 **Prevention Of Corruption**
- 21.1 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.
- 21.2 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.

**22.0 Arbitration**

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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
- 22.5 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.
- 22.6 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.
- 22.7 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 22.8 The place of Arbitration will be BHEL, ROD office, Mumbai.

**23.0 Laws Governing The Contract:**

23.1 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.

#### **24.0 Indemnity**

24.1 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.

#### **25.0 Security Deposit**

25.1 Successful bidder shall submit a percentage of the total contract value as security deposit within Seven days of issue of LOI for the contract

25.2 Up to Rs.10 lakhs – the security deposit is 10% of the contact value.

25.3 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.

25.4 For above 50 lakhs - the security deposit is Rs. 4 lakhs plus 5% on amount exceeding Rs 50 lakhs of the total contract value.

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

25.5.1 Cash as permissible under IT Act

25.5.2 Local cheques of scheduled banks subject to realization

25.5.3 Securities available from post office such as National Savings certificate, Kisan Vikas Patras etc.

25.5.4 BG on scheduled bank / public financial institutions as defined in Companies Act as per BHEL's format

25.5.5 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.

25.5.6 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

25.6 Securities / BG's shall be released after **Six (6) months** of successful execution and completion of the contract.

#### **26.0 Earnest Money Deposit**

- 26.1 The offers from the bidders shall enclose a EMD as Demand Draft in favor of BHEL as per Techno commercial Bid
- 26.2 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.
- 26.3 EMD of the Tenderer will be forfeited if:
- 26.3.1 After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rated.
- 26.3.2 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.
- 26.4 EMD of successful bidder can be adjusted towards part of the security deposit.
- 26.5 EMD of all unsuccessful bidders will be returned within a month of placement of LOI/Work Order on successful bidder.
- 26.6 EMD shall not carry any interest.
- 27.0 Discrepancy In Words & Figures: Quoted In Offer**
- 27.1 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.
- 27.2 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
- 27.3 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.
- 27.4 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.
- 28.0 Requirements of Performance.**

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 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
- 28.6 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.
- 28.7 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.
- 29.0 **Short – Landed Or Damaged Goods.**
- 29.1 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.

29.2 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.

29.3 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.

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

### **30.0 Service During Post Contract Period**

30.1 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.

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

### **31.0 Subletting Not Allowed**

31.1 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.

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

### **32.0 Joint Survey**

**32.1** 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.

### **33.0 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**

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.**

### **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 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-1542**

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

**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/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
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FPOD	Carrier	Feeder Vessel/Voy	ETD POL	ETA Chennai	HBL No	INV Submitted
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OBL/Payment Received	DO Released Date	Remarks			
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