

GENERAL INFORMATION

BHEL, a Power Equipment Manufacturing Company, is executing a turn key contract of setting up Sub Station Project at Kabul, Afghanistan. The project is funded by Government of India and no customs duties are payable on the equipment required to be moved to Afghanistan.

Tenders are invited for IATA/Multi Modal Transportation of ODC packages as defined in the scope of work from Delhi/Mumbai to Kabul/Bagram Airport in Afghanistan and delivered to Project Sites in Afghanistan. The main project site is located near Chimtala on the outskirts of Kabul city at a distance of approximately 15 KM from the city on the highway to Jabal Saraj. One 40 MVA transformer would be delivered to Kabul East Substation located at a distance of approximately 20KM from Kabul city centre on the way to Jalalabad and the other packages to be delivered at the main project site.

ESSENTIAL QUALIFICATION CRITERIA FOR THE TENDER

Interested parties having following will be qualified for participating in the tender:

- a). The party should have a Valid IATA License. (A copy of the certificate to be enclosed. The original to be produced when called for.)
- b) Turnover of Rs.5 crores in the field of air freighting during each of the last 3 years. A certificate from the firm of Chartered Accountants confirming that the Turnover of Rs. 5 crores , achieved by the company in each of the last 3 years or was part of its total Turnover in each of the last 3 years, was on account of Air freighting activities for import and export undertaken in those 3 years.

A certificate from the firm of Chartered Accountants confirming that the above Turnovers under each category have been achieved by the co. in the last year (2006-2007) and was part of its total Turn over in 06-07 (was on account of Air freighting activities for import and export undertaken) .

The parties must have earned net profit in last 3 Financial Years (Certificate from Chartered Accountant to be produced).

Current Solvency certificate of Rs 150 lakhs from a scheduled bank in India.

- c). The Party should have done at least 1(One) Chartering/Ad hoc Chartering of IL 76 or AN 124 Aircraft.

- d). The party should have a handling and transportation agent in Kabul, Afghanistan.

The documentary evidence of above requirements will have to be enclosed in the technical Bid. In case of non submission of above experience and IATA certificate, the offer will not be acceptable and summarily rejected.

Names addresses of the Contact Persons for this tender are

Sl. No.	Name and Address	Phone Nos. & Email
1	<p>BHEL ROD Mumbai 1.Mr Tej Prakash Sr DGM(EXPORT)</p> <p>Export Deptt. Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra India</p>	<p>Ph No. 22180740 Fax No. 22180748 Email : tej@rmb.bhel.co.in</p>
2	<p>Contact person at Kabul,Afganistan BHEL – Mr Farid Hussain BHEL, House No 198, Opposite Blossom Hospital(Max India Health Care Centre), Hnzla Mosque Road, Street No 4, Sheher – e – Nawa, Kabul, Afganistan</p>	<p>Ph No. 009370051252</p>
3	<p>Terms of Delivery</p>	<p>To be transported up the sites delivery</p>

SECTION – I

SCOPE OF WORK

The scope of work covers the following:

1. Airlifting of following ODCs to Kabul/Bagram Airports including:

- a. Check the suitability of Aircraft being arranged.
- b. Ensure arrangements of loading, shifting equipment to load the packages into the Aircraft being arranged at Delhi/Mumbai Airport.
- c. Co ordinate with BHEL for planning the dates of shipment and likely availability at Delhi/Mumbai airport.
- d. Provide atleast 15 days notice before arrival of the Aircraft.
- e. Arrange for carting the Transformer tanks in the Airport sufficiently in time before arrival of the aircraft and kept the Tanks ready for Airlifting. In case the Aircraft is arriving after 5 days of the Trailer's arrival at Delhi/Mumbai , the operator must unload the tanks safely at his/hired godown so that the trailers are not put to detention further. The Operator will have to arrange for reloading, transportation of the Tanks by arranging his own equipment to the Tarmac at Delhi/Mumbai Airport.
- f. Arrange for customs clearance of the Transformer tanks i.e Registration of DEEC lic with customs, collection of export documents from our office, processing the shipping bills and providing necessary endorsed documents of export(EP & EC copy of S/Bills, ARE-1 endorsed by customs, SDF etc.)
- g. Arrange passes for BHEL/Operators personnels for visit/supervision of the cargo loading activity into the Aircraft.
- h. Arrange stay/lodging, movements, permit requirements of the Aircraft Crew.
- i. If desired by BHEL, necessary arrangement/permissions for photography video shooting of the loading activity of the transformer.
- j. Arrange Permissions of Loading, parking, arrival of the Aircraft at both Load and discharge airports. BHEL shall however provide necessary documents for the same.
- k. Arrange prior customs clearance, movement and handling of the packages inside airport. The charges leviable by the Airport Authority concern shall be paid/reimbursed by BHEL at Actual.
- l. Monitor transportation of the package from Jhansi till Delhi/Mumbai Airport, to ensure timely arrival of the aircraft.
- m. Load the packages into the aircraft without delay to ensure no extra financial implications on BHEL.
- n. Ensure timely arrangements of loading, shifting equipment to unload the packages from the Aircraft at Kabul/Bagram Airport.

- o. Ensure Route Survey in Afghanistan for safe transportation. The cost of this Route survey and expected expenditure projected in the survey should be part of the offer and BHEL shall not pay any additional expenditure on transportation of equipment under the contract.
- p. The equipment are being supplied on duty free basis to Afghanistan Government. Arrange for Maafikhat Nama etc from Local Government/ PGCIL to avoid any additional parking charges to BHEL.

2. Transportation of Equipments to sites:

- a. The packages shall be delivered to the sites as described in the tender.
- b. Arrange for suitable crane and trailer for movement of Packages to the sites.
- c. Arrange immediate movement of packages from Kabul/Bagram airport to avoid any additional parking charges to BHEL.
- d. Coordinate with BHEL representative at Kabul for any documentation requirements in Afghanistan.
- e. The unloading of the equipments at site will be done by the consignee/consignee's agent.
- f. All the other activities at Airport in Afghanistan as defined above in case of Delhi/Mumbai Port.

3. Rescheduling in case of cancellation of earlier plans:

- a. **Operator will have to ensure that all the rescheduling is to be done immediately and the aircrafts are arranged within March 08 to maximize the export of all the ready available Transformer tanks.**

Cargo Description:

SL. NO.	Dimensions (LxBxH)	Net Wt. (Kg.)	Gross Wt. (Kg.)	Quantity	ITEM
1	7020x2850x3590 mm.	63500	63500	3 Nos	40 MVA Transformer
2	7160x3930x4330 mm.	87000	87000	2 Nos	160 MVA Transformer

Readiness of Shipments : We expect that all the 5 transformer tanks will be available at Delhi/Mumbai between 15th to 31st March 2008 for shipment (Tentative).

Schedule of Shipments:

1. The successful Operator will have to monitor closely with BHEL and follow up for readiness of transformer tank and accordingly plan for each Airlifting to be done.
2. BHEL shall give a 15 days notice to the successful operator for planning and arranging the aircraft for shipment at the earliest.
3. In case of any changes due to any failure of equipment at the plant or enroute, BHEL will notify the operator for rescheduling the aircraft without any financial implication on either side.

Load Port:

It is understood that the flying time from Delhi is much lesser than the flying time from Mumbai to Kabul. Offers from both the ports are being sought in this tender. The decision to choose port of shipment may be decided in view of any logistical problems. Otherwise, the tender will be decided on the lowest cost basis from either of Delhi or Mumbai Port.

Discharge / Destination Port: Kabul / Bagram Airport, Afghanistan

Detailed Instructions, terms & conditions are covered in Section II, III & IV of this Tender document. Bidders are requested to carefully read these sections.

SECTION II

INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before filling up the **format for techno-commercial bid (SECTION V)** and **Price bid (SECTION VI)**. The bidder must submit their financial offers for both the Airports i.e. Delhi and Mumbai (Section VI – A & B)
2. The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
3. The price offer must be made only in the formats enclosed with this tender.
4. The offers shall be kept valid for a period of 1 month from the date of opening of the tender.
5. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
6. The offers shall be made in separate envelopes for

1) Techno-commercial Bid (please read the following sections carefully)

Bidders are required to fill up the details as per tender conditions in the Format for techno-commercial bid (Section V) and provide a certificate of compliance in the prescribed format in this envelope.

In addition the **entire tender document with blank price bid** duly signed and stamped on each page may also be enclosed in this envelope.

This envelope should also contain the Demand Drafts for EMD in line with SI No. 12.0 of Section IV.

The compliance letter should be submitted on the bidders letter head.

Fax offers will not be acceptable and offers without requisite E.M.D. will be rejected.

This envelope should be clearly superscribed as '**Techno-commercial Bid Tender No EA 734**' with the seal and mark of the Bidder.

2) Price Bid:

Prices as per the format in this tender document (Section VI) should be carefully filled up and enclosed in this envelope. Prices must be quoted both in figures and in words necessarily without fail as per the format in this

tender document. In case of variation between the price offered in figures and in words, the price offered in words will prevail. No conditions should be put in the price bid. This envelope should be clearly superscribed as 'PRICE BID, Tender No EA 734' with the seal and mark of the bidder.

Both Envelopes are to be enclosed in a separate cover and submitted. The cover shall be labeled with the Operators name, address and contact person. This cover may be superscribed 'TENDER FOR AIR FREIGHTING OF CONSIGNMENT FROM DELHI/MUMBAI TO AFGHANISTAN Tender No EA 734' and addressed to the 'GENERAL MANAGER, BHEL, ROD, MUMBAI'

Tenders complete in all respects addressed to the SR. DEPUTY GENERAL MANAGER, BHEL, ROD, MUMBAI to be submitted in the tender box at 15th floor, BHEL, World Trade Centre, Cuffe Parade, Mumbai-400005. by 1430Hrs on the 20-02-2008. Tenders received after the scheduled time are liable to be rejected.

The offers (Techno-commercial Bids) will be opened in the presence of bidders or their representatives on 20-02-2008 at 1430 Hrs. on 15th floor in our office as above. Price bids of bidders whose techno-commercial bids are found to be acceptable will be opened subsequently with due information to the qualified bidders. In case the Technical offers are found to acceptable the price bids will be opened immediately after scrutiny of Techno-Commercial Bids.

BHEL reserves the right to accept or reject any tender or part of tender or to reject all tenders without assigning any reasons thereof.

Evaluation Criteria:

- 1. The offers from 2 Ports i.e. Delhi and Mumbai are being sought from the tenderers. The offers will be evaluated on the basis of on total price basis in the Price Bid (Section VI (A) & (B)) irrespective of the port.**
- 2. The Non evaluation Schedules will not be considered for evaluation.**

SIGNATURE AND SEAL OF TENDERER

SECTION III

SPECIAL CONDITIONS

1. The Operator shall coordinate with BHEL and receive the cargo; on receipt of cargo the Operator shall send PRE-ALERT indicating the BHEL Invoice No., HAWB No. & MAWB No., Port of Loading, No of pkgs., weight and flight details immediately after receipt of the cargo at the Delhi/Mumbai.
2. The House Airway Bills shall be prepared as per contracted freight rates of this tender and indicate the details as required by IATA Rules and Regulations viz. Departure Airport, Consignee' name and address, Case Markings, Commodity descriptions, actual measurements and weights, freight payment terms stipulated in work order etc.

Cargo should be air lifted from Delhi/Mumbai Airport. The cargo must reach at destination within Ten days from the date of Customs clearance at Delhi/Mumbai.

- a. Each Package must reach after customs out of charge within 5 days at Afghanistan Airport and balance five days are provided for overseas inland transportation till the sites.
 - b. The transit period shall be counted from the day of handing over the ready customs out of charge cargo at Delhi/Mumbai Airport till the day of arrival of the cargo at Sites in Afghanistan.
 - c. For every day delay in air freighting beyond the stipulated period BHEL shall deduct as penalty 1% of the total airfreight charges payable on a shipment for every day of such delay subject to a maximum of 10% of the freight payable and shall be adjusted from the freight bill.
 - d. Incase the total transit time does not exceed 10 days, no penalty will be chargeable.
3. Billing by Operator should be done as per the work order rates, payment terms and conditions.
 4. The successful bidder will be required to provide the names and address of their offices or names and address of the offices of associates at the discharge Port.
 5. Adhoc Charter/ Charter agreement will not be signed by BHEL and should be signed by the Chartering Operator and Airlines. BHEL work order shall be final document for execution of the contract.
 6. If carriage by air involves an ultimate destination or stop in a country other than the country of origin, the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12th October 1929 (Warsaw Convention) (as amended at the Hague on September 28, 1955) and any further applicable amendments shall apply. In the event that the place of departure and the place of destination are situated within the territories of two State Parties

which have ratified the Montreal Convention 1999, the liability of Operator in respect of any international carriage by air shall be determined by the provisions of the Convention for the Unification of Certain Rules for International Carriage by Air ("The Montreal Convention") (signed at Montreal on May 28 1999).

7. **FORCE MAJEURE:**

Both MTO and BHEL shall be governed by Force Majeure condition. If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, blockades, insurrections, riots, terrorist acts, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, landslides, lightning, earthquakes, epidemics, quarantine restrictions, strikes or other industrial disturbances, lockouts, act of God , storms floods, washouts, 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 or state, civil or military, civil disturbances and any other events (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 14 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other 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.

8. **ARBITRATION:**

In case of any or all disputes arising out of or any way concerning the contract between BHEL and the Operator, the same shall be referred to sole arbitrator i.e. GM,ROD, Mumbai or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions of Arbitration & Conciliation Act 1996. The award of the arbitrator will be final and binding on both the parties. The venue of the arbitration will be BHEL, ROD office, Mumbai. During the currency of the arbitration proceeding, the Operator will have to continue to perform in line with the contract and will not abandon the work in any way.

9. **Prevention of Corruption**

- a) Canvassing in any form or any attempt to influence directly or indirectly any official of the company will lead to rejection of the bid & forfeiture of the EMD.
- b) The company shall be entitled to cancel the contract and to recover From the Operator the amount of any loss resulting from such cancellation, if the Operator has offered or given any person any gift or consideration of any kind as an inducement or reward for

doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with the company or for showing or indenting to show favour or disfavour to any person in relation to the contract with the company, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Operator in relation to this or any other contract with the company.

PAYMENT TERMS:

All the payments shall be released in line with the prices finalized in the price bid format.

- 1 90% payment of the each Chartering in Indian Rupees will be made by BHEL, ROD, Mumbai before arrival of the Aircraft at Delhi/Mumbai. Balance 10% of Airfreight Charges along with the overseas handling and transportation charges till site shall be paid within 7 days of receipt of Invoices after adjustment of penalty, if any, on safe discharge of cargo at the destination airport. The balance 10% bill and overseas land Transport bills shall be supported by Receipt of materials by BHEL representative/ site personnel.
- 2 Payment shall be made based on the actual chargeable weight of the cargo.

The payments shall be made through RTGS/NEFT. The Operator would be required to submit bank details for receiving the payments.

BHEL shall not be liable for any delays, penalties, halting, demurrages etc charges for the reasons attributable to Operator/Airlines.

CANCELLATION TERMS:

The contract can be cancelled in line with the following payment charges:

- 25% of the charter price if cancelled within 120 hours of ETD
- 50% of the charter price if cancelled within 72 hours of ETD
- 75% of the charter price if cancelled within 48 hours of ETD
- 100% of the charter price if cancelled within 24 hours of ETD

In case the Airline/Operators defaults on the contract the above charges will be payable to BHEL. All other charges i.e. Airport wharfage, demurrage, fees of all kind and any other expenses incurred will be recoverable from the Airline/Operators.

In view of cargo/aircraft availability, the rescheduling of the Flights will be done prior to 5 days of Aircraft arrival without any claims from BHEL or the Airline/Operators.

SIGNATURE AND SEAL OF TENDERER

(Letter of compliance in Company's Letter Head)

Date :

To,
Sr Dy General Manager (MS)
M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Sub : Your Tender no RE/MUM/EXP/EA-734/

Dear Sir,

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

We have submitted the price bid in your price bid format only without any deviations/conditions.

We also confirm that any deviations/conditions in the financial bid will not be entertained / considered by BHEL.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER

SECTION IV

GENERAL TERMS AND CONDITIONS

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

- 1.8 "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL.
- 1.9 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

2.0 ISSUE OF NOTICE:

- 2.1 The Operator shall furnish the name, designation and addresses of his authorised Operators/associates at Delhi/Mumbai (India), at the Load Port and at the discharge Port. All complaints, notices, communications and references shall be deemed to have been duly given to the Operator, if delivered to the Operator or his authorised Operator/representative.

3.0 COMMENCEMENT OF WORK:

- 3.1 The Operator 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 Operator 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 INVOICES AND PAYMENTS

- 4.1 The Operator will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 4.2 The Service tax element (if applicable) even though included in the total price of the Operator, to be shown separately in the invoice.
- 4.3 In case the, TDS is not to be made, the Airline/Operator will have to produce the exemption letter from the relevant authorities to this effect.

5.0 RISK PURCHASE :

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

- 5.1 If at any time during the currency of the contract, the Operator 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 Operator, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the Operator and also forfeit the Security deposit.

- 5.2 To recover any moneys due from the Operator, from any moneys due to the Operator under this or any other contract or from the Security Deposit.
- 5.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

6.0 OBSERVANCE OF LOCAL LAWS :

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

7.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

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

8.0 INSURANCE:

- 8.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 8.2 The Operator shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Operator or his employees.
- 8.3 The Operator shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this

contract in accordance with appropriate statutory requirements

- 8.4 If due to Operator'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 Operator.

9.0 LAWS GOVERNING THE CONTRACT:

- 9.1 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.

10.0 INDEMNITY:

- 10.1 The Operator shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his Operators or associates or servants during the currency of the contract.

11.0 SECURITY DEPOSIT:

- 11.1 Successful bidder shall submit a percentage of the total contract value as security deposit within three days of issue of LOI for the contract
- 11.2 Up to Rs.10 lakhs – the security deposit is 10% of the contact value.
- 11.3 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.
- 11.4 For above 50 lakhs - the security deposit is Rs. 4 lakhs plus 5% on amount exceeding Rs 50 lakhs of the total contract value.
- 11.5 Security deposit may be made in any of the following ways a) Cash as permissible under IT Act (b) Local cheques of scheduled banks subject to realization (c) Securities available from post office such as National Savings certificate, Kisan Vikas Patras etc.(d) 50% security can be given by way of BG on scheduled bank / public financial institutions as per BHEL's format, Balance 50% to be remitted either by cash or in other form of security
- 11.6 Securities / BG's shall be released after

11.7 Successful execution and completion of the contract.

12.0 EARNEST MONEY DEPOSIT:

The offers from the bidders shall enclose a Demand Draft for **Rs 2,00,000/-** towards Earnest Money.

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.

12.1 EMD of successful bidder shall be adjusted towards part of the security deposit payable by DD.

12.2 EMD of all unsuccessful bidders will be returned within a month of placement of LOI/Work Order on successful bidder.

13.0 REQUIREMENTS OF PERFORMANCE

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

13.2 The contract as entered into between BHEL and the Operator 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.

13.3 The Operator 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 Operator shall take all due care of consignments while loading / unloading. During transshipment he shall provide all packing and lashing at his own cost.

13.4 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 Operator at his own cost.

14.0 DAMAGED GOODS

15.1 The insurance has been taken by BHEL. It shall be the responsibility of Operator to give notice of loss as per the relevant rules to the Carriers, Port authorities and Underwriters for losses/damages. Under no circumstances, the intimation be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Operator. The Operator to provide promptly the documents to facilitate lodging of Claim with the under writes. In case of goods specified by BHEL and in case of apparent damages, the Operator 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 Operator shall lodge claim with the appropriate authorities.

15.0 ARRANGING ISPM 15 CERTIFICATE

15.1 The Operator shall arrange the above certificate from approved vendor, which is acceptable by International Agencies(if necessary).

16.0 REVERSE AUCTION

16.1 BHEL may adopt Reverse Auction for finalization of price bid of the tender through BHEL's approved/authorized e-Auction agency and all the bidders will abide by the Business Rules agreed with the agency.

17.0 CHARTER SERVICE AGREEMENT:

17.1 The general terms as placed in the tender would be applicable. The terms and conditions of this tender shall be over riding the conditions of the standard Charter service agreement to be signed between the operator and successful contractor.

SIGNATURE AND SEAL OF TENDERER

SECTION V

FORMAT FOR TECHNO- COMMERCIAL BID

Sl. No.	Description	Confirmation by Tenderer
1	EMD amount	
2	DD No. /Bank /Number	
3	Type of Aircraft required for each 40 MVA transformer	
4	Type of Aircraft required for each 160 MVA transformer	
5	Valid IATA registration/License	To be enclosed
6	Port of discharge to be used	
7	No of hours required for loading each package on the Aircraft.	
8	Parking time (in Hours) at Delhi/Mumbai envisaged	
9	Parking time (in Hours) at Afghanistan envisaged	
10	Number of sorties/flights required to Airlift all the 5 packages	
11	Details of Chartering/Ad hoc Chartering done by the Operator	Documentary evidence to be enclosed.
12	Name of the port of loading in view of lowest cost to BHEL and handling facilities required for loading the packages in the Aircraft	Delhi/Mumbai

B. CONTRACTOR DETAILS:

Name and Address of Associate at Port of Discharge.
(Experience of handling cargo at the Kabul/Bagram Airport to be enclosed along with Transportation orders executed in Afghanistan)

Name and address of Operator at Delhi/Mumbai

C. ROUTING DETAILS FOR THE AIR FREIGHTING:

D. PLAN FOR HANDLING AND TRANSPORTATION TILL SITE:

- HAS THE ARRANGEMENTS FOR SUITABLE CRANES BEEN MADE--- YES/NO
- HAS THE ARRANGEMENTS FOR SUITABLE TRAILERS BEEN MADE – YES/NO
- HAS THE ROUTE SURVEY FOR TRANSPORTATION OF PKGS BEEN DONE – YES/NO

SIGNATURE AND SEAL OF TENDERER

SECTION VI (A)

**FORMAT FOR PRICE BID FOR AIRLIFTING FROM DELHI
(ALL RATES TO BE QUOTED IN INDIAN RUPEES.)**

(a) Total lumpsum Freight charges for each 40 MVA Transformer Tank Inclusive of all the activities defined in the scope of work and War risk charges, Fuel surcharge, Screening charges, Carting charges and Any other additional charges

(b) Total lumpsum Freight charges for each 160 MVA Transformer Tank Inclusive of all the activities defined in the scope of work and War risk charges, Fuel surcharge, Screening charges, Carting charges and Any other additional charges

(c) Customs clearance charges for each Tank including all the handling as per the scope of work Para 1 a to 1 g at Delhi/Mumbai.

(d) Total lumpsum charges overseas land transportation for each 40 MVA Transformer Tank Inclusive of all the activities defined in the scope of work

(e) Total lumpsum charges overseas land transportation for each 160 MVA Transformer Tank Inclusive of all the activities defined in the scope of work

(f) Customs clearance charges in Afghanistan for each Tank including all the handling and transportation till site as per the scope of work Para 1 o, 2 a to 2 e.

TOTAL((a)X3+(b)X2+(c)X3+(d)X2+(e)X 3 + (f) X 5) _____

SIGNATURE AND SEAL OF TENDERER

Non evaluation Schedules:

- (a) Parking Charges per Hour of the Aircraft at Delhi : _____
- (b) Parking Charges per Hour of the Aircraft at Afghanistan: _____
- (c) Per Day Detention charges for Trailer and other equipments in case the Packages are not unloaded from the Trailers at Site beyond 3 days(free days)

NOTE:

- (a) The charges quoted above are inclusive of War risk charges, fuel surcharge, service charges, cartage charges, security charges, airway bill carrier (MCC) charges, handling charges levied by IATA, Airport Authorised charges levied by Kabul/Bagram Port etc.
- (b) The Charges are exclusive of local taxes e.g. Service Tax, VAT etc. The charges shall be paid as per actuals against the receipts in original. In case of any of these expenditure in Afghanistan, the English translation of the receipts duly translated by authorised translators shall be enclosed with the claim.

SIGNATURE AND SEAL OF TENDERER

SECTION VI (B)

**FORMAT FOR PRICE BID FOR AIRLIFTING FROM MUMBAI
(ALL RATES TO BE QUOTED IN INDIAN RUPEES.)**

(a) Total lumpsum Freight charges for each 40 MVA Transformer Tank Inclusive of all the activities defined in the scope of work and War risk charges, Fuel surcharge, Screening charges, Carting charges and Any other additional charges

(b) Total lumpsum Freight charges for each 160 MVA Transformer Tank Inclusive of all the activities defined in the scope of work and War risk charges, Fuel surcharge, Screening charges, Carting charges and Any other additional charges

(c) Customs clearance charges for each Tank including all the handling as per the scope of work Para 1 a to 1 g at Delhi/Mumbai.

(d) Total lumpsum charges overseas land transportation for each 40 MVA Transformer Tank Inclusive of all the activities defined in the scope of work

(e) Total lumpsum charges overseas land transportation for each 160 MVA Transformer Tank Inclusive of all the activities defined in the scope of work

(f) Customs clearance charges in Afghanistan for each Tank including all the handling and transportation till site as per the scope of work Para 1 o, 2 a to 2 e.

TOTAL((a)X3+(b)X2+(c)X3+(d)X2+(e)X 3 + (f) X 5) _____

SIGNATURE AND SEAL OF TENDERER

Non evaluation Schedules:

- (d) Parking Charges per Hour of the Aircraft at Mumbai : _____
- (e) Parking Charges per Hour of the Aircraft at Afghanistan: _____
- (f) Per Day Detention charges for Trailer and other equipments in case the Packages are not unloaded from the Trailers at Site beyond 3 days(free days)

NOTE:

- (c) **The charges quoted above are inclusive of War risk charges, fuel surcharge, service charges, cartage charges, security charges, airway bill carrier (MCC) charges, handling charges levied by IATA, Airport Authorised charges levied by Kabul/Bagram Port etc.**
- (d) **The Charges are exclusive of local taxes e.g. Service Tax, VAT etc.The charges shall be paid as per actuals against the receipts in original.Incase of any of these expenditure in Afghanistan, the English translation of the receipts duly translated by authorised translators shall be enclosed with the claim.**

SIGNATURE AND SEAL OF TENDERER

