

BHEL-ELECTRONICS DIVISION, BENGALURU**COMMON CONTRACTING DEPARTMENT****NOTICE INVITING TENDER**

1.	Tender Ref No:	BHEL-EDN/ CCD/AIR FREIGHT-LT / NIC-06/23-24
2.	Tender Type	Limited Tender -Two part (e-Tender)
3.	Name of works	RATE CONTRACT FOR AIR FREIGHT FOR IMPORT CONSIGNMENTS OF BHEL-EDN , BANGALORE FOR TWO MONTHS DURING 2023.
4.	Location of work	Across the world including India.
5.	Period of contract	Two months from the date of award of contract.
6.	Estimated Business Volume	₹4.82 Lakh (Excluding GST)
7.	Earnest Money Deposit Amount	As per B: Pre-qualification criteria : Earnest money deposit(EMD)
8.	Contents of Tender Document.	<p>A] Part-I Technical Bid <u>Pages</u></p> <p>ANNEXURE-1A (Technical Bid-Qualifying Criteria) 06</p> <p>ANNEXURE -1B (Scope of Work &Technical Terms and Conditions) 13</p> <p>ANNEXURE -1C (General Terms & Conditions of Contract) 10</p> <p>ANNEXURE -1D (Special Terms & Conditions of Contract) 01</p> <p>ANNEXURE - A (No Deviation Certificate) 01</p> <p>ANNEXURE - B (CA Certificate for MSE) 01</p> <p>ANNEXURE - C (EMD payment Instruction E-COLLECT) 01</p> <p>ANNEXURE -D (EFT Format) 01</p> <p>B] Part- II Price Bid <u>Pages</u></p> <p>ANNEXURE -2 (Price bid)(For Reference only) 02</p>
9.	Submission of offer	To be submitted electronically by logging to e-Procurement portal https://eprocurebhel.co.in/nicgep/app
10.	Due date and time for submission of offer	03.07.2023/ 14:00 Hrs.
11.	Due date and time for opening of Technical bid	03.07.2023/ 14:30 Hrs.
12.	Contact details for queries related to tender	Shri. Satya Prakash , Manager / CCD, BHEL-EDN, Bengaluru. Contact No:080 2699 8040 / 7598217987; e-mail: ccd.edn@bhel.in ;
13.	Address of Tender Inviting Authority	Shri. Vishal Singh , SDGM/ CCD Common Contracting Department (CCD) 2 nd Floor, New Engineering Building BHEL-Electronics Division, Mysore Road Bengaluru-560026

PART-I (TECHNO COMMERCIAL BID)**INSTRUCTIONS TO THE TENDERER**

- The bidder shall submit the bid online by logging in to user account of bidder on e-procurement portal of BHEL as specified in NIT. Offer submitted by any other mode is not acceptable.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder in their computer before starting online submission.
- Bidder shall ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- The tender documents must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned for having accepted the conditions and upload in e-procurement portal. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the offer.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- Tenderer should arrange for the EMD as specified in the tender. EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any).
- In case EMD is paid through offline payment mode, the original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form or tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to CCD/BHEL-EDN, Bengaluru and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by **BHEL-EDN, Bengaluru** or any other unit of BHEL or GOI will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that the tenderer is black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted and will be rejected.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such offer at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing

of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.

- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- BHEL reserves the right to cancel the tender at any stage without assigning any reason.
- **Before submission of offer, the Tenderer is advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to position of the materials and labor.**

Check list for submission of offer

<p>Bidder shall submit the offer in two parts as Part-I (Techno-commercial Bid) and Part-II (Price Bid)</p> <p>Part –I (Techno commercial bid) shall contain following documents:</p> <p>a) EMD related documents b) Pre-qualification related documents c) Signed Tender document.</p> <p>The documents to be contained in Techno commercial bid are as follows:</p> <p>a) EMD related documents to meet EMD Criteria.</p> <p>b) Pre-qualification related documents to meet Technical Competency Criteria, Financial Soundness Criteria and Statutory registration criteria.</p> <p>c) Signed Tender document and duly filled and signed ANNEXUREs (As applicable) for unconditional acceptance to tender Scope of work and Terms & Conditions.</p> <p>Part-II (Price Bid) comprises of single cover</p> <p>a) Price bid Cover</p> <p>Price bid cover shall contain rates quoted as per price bid format available in e-Procurement portal.</p>		
Sl. No	Description	Remarks
1	Check list for Part-I: Techno commercial Bid (EMD related documents)	
1.1	<p>Documentary evidence to meet EMD Criteria:</p> <p>1. Copy of Payment Receipt for EMD amount as per tender. (As applicable)</p> <p>2. Valid MSE document for EMD exemption. (As applicable)</p>	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
	<p>a. EMD may be submitted in the form of Cash deposit (Before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favour of BHEL-EDN, Bengaluru (Along with offer)/ EFT payment details vide SBI Collect as EMD / NEFT (Before tender opening).(Details for making online payment as per ANNEXURE-C</p> <p>b. EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per ANNEXURE-G of tender document) issued for financial year ending on 31st March 2022 or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per ANNEXURE-G of tender document) issued for financial year ending on 31st March 2022 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Start-ups recognized by DPIIT / Valid Registration to any other body as specified by ministry of MSME.</p>	
2	Check list for Part-I: Techno Commercial Bid (Pre-Qualification related documents)	

2.1	<p>Documentary evidence in support of Organization / Firm Registration as registered / licensed companies / firms / proprietors / partnerships</p> <p>Duly signed and sealed copy of</p> <p>1) Trade License / GST registration / Auditor's letter / PAN</p> <p>or</p> <p>2) Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) Trade License / GST Certificate and PAN</p> <p>or</p> <p>3) Partnership Deed, Notarised Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN</p> <p>or</p> <p>4) Certificate of Incorporation / Memorandum of Association & Articles of Association</p>	<p>1.Applicable Document</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded</p>
2.2	<p>Self-attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender.</p>	<p>1.Copy of Power of Attorney</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded</p>
2.3	<p>Documentary evidence to meet Technical Competency Criteria as per C.3 of C: Pre-qualification Criteria: Technical competency & financial soundness</p> <p>1) Duly signed and sealed copy of IATA and AEO-LO Registration</p>	<p>1.Copy of IATA and AEO-LO Registration</p> <p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>
3	Check list for Part-I: Techno commercial Bid (Tender Scope and Terms & conditions related document)	
3.1	<p>Documentary evidence for unconditional acceptance to Tender Scope of work and Terms & Conditions.</p> <p>Duly filled, signed and Sealed copy of</p> <p>1. Complete Tender Document.</p> <p>2. "No Deviation Certificate "as per ANNEXURE-A in letter head.</p>	<p>1. Duly filled and Signed copy of "Tender Document"</p> <p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p> <p>2. Duly filled and Signed copy of "No Deviation Certificate"</p> <p><input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded</p>
4	<p>Rates quoted as per Price bid format available on e-Procurement Portal (NIC).</p>	<p><input type="checkbox"/> Quoted as per tender format</p> <p><input type="checkbox"/> Not Quoted as per tender format.</p>
5	<p>All the information and relevant documents as asked in tender.</p>	<p><input type="checkbox"/> Provided / <input type="checkbox"/> Not Provided</p>
<p>Bidders are kindly requested to submit their offer as follows</p> <p>1) Documents pertaining to each cover shall be uploaded as single pdf containing all relevant documents as stated above.</p> <p>2) No additional documents other than above shall be uploaded as no weightage or preference will be given for additional documents.</p>		

ANNEXURE-1A**PART-I (TECHNO COMMERCIAL BID)****A: (Bidders Profile)**

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number:	
5.	E-mail Address for communication w.r.t tender	E-mail ID:
6.	Name and Contact details of person for communication related to Tender	Name: Mobile No:
7.	Type of Business Entity	<input type="checkbox"/> Sole proprietorship / <input type="checkbox"/> Partnership <input type="checkbox"/> Private Limited Company / <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Public Sector / <input type="checkbox"/> Govt. Org / <input type="checkbox"/> Others (Pl. Specify) (Supporting document to be enclosed)
8.	Status of Firm as MSME / Start up recognized by DPIIT	<input type="checkbox"/> Micro <input type="checkbox"/> Small <input type="checkbox"/> Medium <input type="checkbox"/> Start-up recognized by DPIIT <input type="checkbox"/> None of the above (Supporting document to be enclosed)
9.	BHEL Vendor Code (If any)	
10.	PF, ESI Registration details (For information and compliance during execution of work)	PF Registration <input type="checkbox"/> Registered / <input type="checkbox"/> Not Registered ESI Registration <input type="checkbox"/> Registered / <input type="checkbox"/> Not Registered

B: Pre- qualification Criteria: Earnest Money Deposit (EMD)

1	<p>1. EMD (Earnest Money Deposit): ₹9,632/-</p> <p>EMD may be submitted in following ways:</p> <p>i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer ANNEXURE –C for making EMD payment through SBI-E collect)</p> <p>ii) In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favour of BHEL-EDn Bengaluru, payable at Bengaluru issued by Scheduled Bank / Nationalized bank / Consortium banks.</p> <p>EMD in any other form (One Time EMD, BG for full value of EMD etc.) is not acceptable.</p> <p>EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per ANNEXURE-B of tender document) issued for latest financial year ending on 31st March 2022 / Valid NSIC Registration Certificate as on date of technical bid opening / Startups recognized by DPIIT / Valid Registration to any other body as specified by ministry of MSME.</p>	<p>1. DD/ FDR / PAY ORDER / RTGS</p> <p>DETAILS:</p> <p>AMOUNT: ₹9,632/-</p> <p>INST. NO:</p> <p>INST. DATE:</p> <p>ISSUING BANK:</p>
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C: Pre- qualification Criteria: Technical competency

C.1	TECHNICAL COMPETENCY	
1	IATA(International air transport association) Registration	
	Bidder shall have valid IATA(International air transport association) Registration as on date of Technical Bid opening.	
	Details of IATA Registration	<p>Reg No:</p> <p>Validity:</p>
2	Authorized Economic Operator (AEO)-LO Registration	
	Bidder shall have valid Authorized Economic Operator (AEO)-LO Registration as on date of Technical Bid opening.	
	Details of AEO-LO Registration	<p>Reg No:</p> <p>Validity:</p>

Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.

D: Pre- qualification Criteria: Statutory requirements & acceptance to Tender terms & conditions

1	Income Tax Registration (PAN) (Documentary evidence to be enclosed)	PAN: Copy of Income Tax Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
2	Goods and Service Tax (GST) Registration (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer)	GST No: Copy of Goods and Service Tax (GST)Registration <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed / <input type="checkbox"/> Exempted
3	I) Duly signed and Sealed copy of following in Enterprise/ Company/ Firm letterhead: 1) "No Deviation Certificate" as per ANNEXURE-A II) Signed and sealed copy of Tender document.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
4	Acceptance for participation in RA	<input type="checkbox"/> Accepted / <input type="checkbox"/> Not Accepted
<i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i>		

ANNEXURE-IB**PART-I (TECHNO COMMERCIAL BID)****SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS****A. BILL OF QUANTITY**

The tentative country wise import load pattern of BHEL-EDN for 12 months to **Kempegowda International Airport, Bengaluru** is as follows:

Country	Load in Kg	Currency	No of Shipments
UNITED KINGDOM	2	GBP	1
SINGAPORE	600	SGD	10
UNITED STATES OF AMERICA	50	USD	3
GERMANY	5	EURO	1
ITALY	100	EURO	1
The estimated business volume is ₹4.82 Lakh (Excluding GST) during contract period of 2 months.			

The Country-wise load pattern given is tentative. The actual load pattern to be followed under the contract may, however differ at the time of execution. BHEL does not guarantee the load pattern.

B. SCOPE OF WORK, CONTRACT PERIOD AND TERMS & CONDITIONS OF CONTRACT

BHEL-EDN imports various kinds of cargo by air from overseas ports to **Kempegowda International Airport, Bengaluru** for its Units situated in Bengaluru. Air freight forwarder/ Contractor shall have to arrange for the follow-up, collection, and forwarding and air freighting of the cargo for imports. The Contractor and their agents in foreign countries should be registered with IATA.

SCOPE OF WORK:

1. Air Freight forwarder/ Contractor to get a copy of relevant Purchase Order, Incoterms, Invoice and Packing list either from supplier / manufacturing unit coordinators. The forwarder/ Contractor or his overseas agent shall be responsible to contact the Foreign Suppliers/ shipper on whom the purchase orders have been placed by BHEL and receive the cargo from them as per incoterms mentioned in the PO.
2. Air Freight forwarder/ Contractor has to ensure that the cargo being handed over by the supplier/ shipper is properly packed and marked, worthy of air freighting in line with the IATA requirements.
3. Air Freight forwarder/ Contractor shall send the PRE-ALERT, without fail, giving details like PO No., MAWB No., House Airway Bill & Port of Loading, No. of Pkgs., weight, freight (including freight and destination charges along with exchange rate with date) and flight details immediately after receipt of the cargo at the load port, at least 48 hrs. before the arrival of the flight at destination airport. All the charges towards all such services shall be borne by the Contractor.

4. Contractor shall ensure that PO no and invoice no appears in the AWB to enable us faster clearance at discharge port.
5. To keep coordinating BHEL office posted with all information regarding the readiness of the cargo for dispatch, expected date of dispatch and other relevant matters.
6. After receiving the cargo from the foreign suppliers, contractor/his overseas agents will arrange air freighting to the destination Airport by the earliest available flight, preparing separate House Airway Bills in respect of each consignment.
7. In case of Ex-works shipment, three additional days are permitted for inland transportation i.e. total Eleven days.
8. Contractor shall ensure correct and timely filing of IGM for HAWB. In case of IGM notified to us is not acceptable in customs system (due to wrong filing of IGM of HAWB) while uploading the Bill of Entry, the Contractor should immediately take up with the Airlines and arrange to amend the IGM on priority. Any demurrage/ Warehouse charges/Penalties incurred due to wrong filing of IGM shall be recovered from contractor, if incurred.
9. The contractor to ensure that their overseas agents should prepare House Airway Bill, after collecting PO Copy, Invoice copy, packing lists etc. from suppliers and arrange to dispatch.
10. Distribution of 02 sets of documents of air shipment will be as follows:
 - A. One set of documents shall be sent to the concerned unit of BHEL within 24 hours of flight arrival (except on Sundays/Holidays).
 - B. Second set will be the Banker's set and that has to be handed over to supplier for LC negotiation or otherwise.
11. **Airlines to be used for shipments:** Contractor is free to bring the cargo through any Airlines of their choice subject to the penalties and terms and conditions of the contract. However, in case, BHEL has preference and specified any particular Airlines for movement of cargo if any, Contractor to ensure the same without any additional financial implication on BHEL and at the same time ensuring the safety and security of the cargo.
12. Contractor is free to choose another gateway port based on flight availability for convenience of movement of cargo in case of non-availability of suitable flight at gateway airport as per BHEL PO. Freight charges applicable for actual load airport shall be payable in this case. Additional origin charges including additional inland transportation shall not be payable in this case.
13. It will be obligatory to Air freight forwarder/ Contractor shall have to arrange forwarding and air freighting of the cargo for export from Bangalore Airport if required on agreed contract rate i.e Price Schedule-A+B (for maximum 5 cases). The Import Custom clearance at destination will be in consignee's scope.
14. **PERIOD OF CONTRACT**
 - 14.1. The period of contract will be for Two months from date of LOA or till execution of contract up to order value whichever is earlier.

14.2. The Company reserves the right to interchange/ change the work allotted initially to any Freight Forwarder(s), during the currency of contract without assigning any reasons whatsoever on the same rates, terms and conditions of the contract.

14.3. The Company reserves the right to terminate the contract of any agent at any time, without assigning any reasons thereof and without giving any prior notice. The Contractor shall not be entitled for any compensation by reason of such termination.

14.4. The Contractor must give minimum 15 days' notice in writing if he wishes to discontinue the awarded work.

14.5. If at any time during the currency of the contract, the Agent fails to render all or any of the services required under the scope of work satisfactorily in the opinion of the Company, whose decision shall be final and binding on the Contractor, the company reserves the right to get the work done by other parties or departmentally at the Contractor's risk and cost.

14.6. 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.

14.7. Company reserves the right to claim from the Contractor any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract.

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

14.9. The Contractor shall immediately intimate any change in the address of the Offices during the period of Contract.

14.10. In the event of Contractor backing out/not performing as per the contract, suitable financial action will be taken by BHEL. Additionally, future business of such de-faulting Contractors will be suspended with BHEL as per company policy.

15. Cargo size calculation:

For the purpose of calculating the airfreight, the following shall apply: -

- (i) 6000 cubic centimeters shall be deemed to equal one kilogram ($L \times W \times H / 6000 = \text{Chargeable weight in Kgs.}$).
- (ii) Freight rates shall be applied at the actual weight or the measurement unit weights whichever is greater.
- (iii) Fraction of kilogram or unit shall be rounded to the next higher half-kilogram or unit.

Example:
Shipment 1:

Gross weight = 750kgs, Measurement of cargo = 102cm X 98cm X 106cm = 1 box and 80cm X 65cm X 103cm = 3 boxes. Total volume = $1059576 + (535600 \times 3) = 2666376$ cubic centimetres, Total volume weight = $2666376 / 6000 = 444.396$ kgs

Here in shipment No: 1, the gross weight is 750kgs and volume weight is 444.396kgs. Hence, Chargeable weight is 750 kgs which is also gross weight, 750kgs (which is greater).

Shipment 2:

Gross weight = 850kgs, Measurement of cargo = 120cm X 160cm X 115cm = 2 boxes & 75cm X 130cm X 125cm = 2 boxes. Total volume = $4416000 + 2437500 = 6853500$ cubic centimetres, Total volume weight = $6853500 / 6000 = 1142.25$ kgs

Here in shipment No:2, the gross weight is 850 kgs and volume weight is 1142.25kgs. Hence, airfreight is charged on the basis of volume weight, 1142.25kgs. Here, the chargeable weight is 1142.25kgs.

Shipment 3:

Gross weight: 950 kgs. Measurement of cargo = 1 mtr. X 1.05 mtr. X 0.85 mtr. = 2 boxes, 0.7 mtr. X 1.50 mtr. X 0.60 mtr. = 3 boxes. Total volume = $(0.8925 \times 2) + (0.63 \times 3)$ i.e $1.785 + 1.89 = 3.675$ cubic meter
Total volume weight = $3.675 / .006 = 612.50$ kgs.

Here, the chargeable weight is 950 Kgs.

16. Determination of Weight Slab:

16.1. Freight is payable on the basis of chargeable weight (Gross weight or Volume weight whichever is higher) as per the dimensions in the HAWB.

16.2. When freight is payable on the volume weight the dimensions are to be necessarily provided in the HAWB and packing list to be enclosed along with the documents.

16.3. Wherever the chargeable weight mentioned on HAWB is not matching either with gross wt./ or volume wt. as calculated by the measurement of the package, freight will be paid on the basis of volume weight as per measurement given in the cargo manifest.

16.4. In case packing list is not available or dimensions are not specified therein, certification of package dimension from supplier may be furnished. Wherever neither of these documents are available, payment will be made as per the chargeable weight given in the Master Airway bill / cargo manifest (for the specified HAWB).

17. **Shipment of Dangerous Cargo:** Dangerous cargo not included in this contract.

18. **Shipment of Radioactive Cargo:** Radioactive material not included in this contract.

19. **Shipment of Defense Cargo:** Defense cargo not included in this contract.

20. **Shipment of ODC Cargo:** ODC (Over dimensional Consignment) – Single package dimensions exceeding 318 (L) x 225 (W) x 160 (H) cm will be treated as ODC and will not be covered in tender.

21. **Shipment of Non Stackable Cargo:** Rates of Non stackable cargo, rate shall be considered 1.2 times of contracted rate (Price schedule A+ Price schedule B) against each location.

22. **Rate and charges payable to contractor for work done:** Air freight charges will be paid as per the price finalized after bidding in the price schedules. In addition to Air freight following charges shall be payable:

22.1. **FCA other than gateway port:** Inland transportation charges @ 20% of Ex works inland transportation charges shall be considered for payment on this account. This is specified in Price Schedule B and is fixed (i.e. bid % will not be applicable on this column). No additional charges shall be considered for payment on this account.

22.2. **Handling, Airline, Documentation, Customs Clearance Charges and Origin charges etc.:** shall be paid for all shipments as per the price finalized after bidding in the price schedule B, other than FOB.

In all cases of FOB and Ex-Works, the contractor and their overseas agent will not be entitled to get / collect any payment from foreign suppliers as all charges are covered in this contract document and will be paid by BHEL-EDN.

In all cases of FCA where shipper will take care of custom clearance, the contractor and their overseas agent will not be entitled to get / collect any payment from foreign Suppliers. As all charges are covered in this contract document and will be paid by BHELEDN.

In all cases of FCA the contractor and their overseas agent will not be entitled to get / collect payment more than custom clearance charges (Section C of price schedule B) per HAWB from foreign suppliers for custom clearance if requested by shipper and the same (custom clearance charges) shall not be claimed from BHEL. As all charges are covered in this contract document and will be paid by BHEL-EDN.

No delay in terms of foreign supplier delaying payment is considered as reason for not picking up the consignment. Foreign supplier will deliver multiple POs and items in one consignment and the contractor and their overseas agent shall prepare one HAWB for the consignment. Different HAWB for each PO is not acceptable. When BHEL-EDN gives a call for pickup to the contractor, at that time all material under various POs shall be treated as one consignment and accordingly one HAWB shall be prepared by the contractor and their overseas agent however, the final decision whether or not to club any specific cargo rests with BHEL. The contractor and their overseas agent shall pick up the material in 5 working days and bring to the origin airport.

22.4.3.1 Packing list with details of weight, type, dimensions, unit of measurement and size of packages.

23. **Pre-Alert documents:** The Contractor should send scanned documents by email i.e. AWB, Invoice, Packing List, country of origin along with freight, origin and destination charges and exchange rate with date etc. to BHEL EDN, immediately on booking the cargo at Load port. The Pre-alert should be received before at least 48 hrs. of arrival of flight.

24. **Cargo airlifted after the contract expiry:** In case, Contractor or their foreign agents accept and airlift the cargo of BHEL from the contracted Airports, after the expiry or early termination of the contract, the payment shall be made subject to terms and conditions of this agreement up to a period of three months from such date. BHEL reserves the right to review the case for payments as deemed fit after the period of three months.

25. **List of Overseas Agents of contractor:** To enable Contractor and their overseas agents to render the services under this contract, BHEL shall provide vendor contact details in the PO placed on the foreign vendor to facilitate the co-ordination between the overseas agent and the vendor. Contractor shall give details of address of their overseas Agents with contact person details, email for each gateway Airport within 15 days from LOA is placed.
26. **Change of Overseas Agent:** In the event of contractor changing their foreign/overseas agent, the contractor should give complete details to BHEL immediately after the change.
27. **Loss of Cargo and insurance:** In case of loss of cargo, Contractor shall immediately take all appropriate measures viz. intimation of loss to BHEL/ Underwriter, short landing certificate/ non-delivery certificate, filing of FIR at the Port of Origin/ destination (as applicable), furnishing relevant doc BHEL-EDN imports various kinds of cargo by air from overseas ports to Bengaluru Airport for its Units situated in Bengaluru. Air freight forwarder/ Contractor shall have to arrange for the follow-up, collection, and forwarding and air freighting of the cargo for imports. The Contractor and their agents in foreign countries should be registered with IATA.
28. BHEL is in process of developing online system for faster clearance of the cargo. When instructed by BHEL, contractor shall have to feed the data / upload documents in the online Import Clearance System of BHEL at various stages of clearance of import of air cargo for which the contractor will be provided login and password. They will at the same time track their bills in their system verified/ passed for payments.
29. **Taxes & Duties:**
- 29.1. Taxes & duties as applicable will be paid extra. TDS will be deducted as per provision of Income Tax Act and GST act.
- 29.2. As per **GST** norms, necessary changes in billing and all compliances as per Govt. Notification will have to be adhered to.
- 29.3. Vendor must file GST returns per schedule dates as per GST Law. Failing to which the credit losses, penalty incurred to BHEL, shall be recovered from vendor.
30. **INSURANCE:**
- 30.1. BHEL shall arrange for insuring the cargo/consignment covering the risks during transit and material handling at port(s) as per incoterms.
- 30.2.
- 30.3. 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.
- 30.4. 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.

- 30.5. 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.

31. SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- 31.1. All applicable safety rules, codes 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.
- 31.2. It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and air/road Transportation of all types of cargo. The contractor shall follow the safety requirements as applicable by laws, rules and regulations at all time during the period of contract.
- 31.3. The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 31.4. No unauthorized person should be allowed to work for the transportation/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.

32. OBSERVANCE OF LOCAL LAWS IN INDIA AND ABROAD:

- 32.1. 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 the law of the land.
- 32.2. 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.
- 32.3. The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.
- 32.4. The contractor shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Airport Authorities, Customs and Insurance Authorities etc. for carriage of air consignments and keep themselves in touch with the carriers or their agents and concerned authorities about the incoming consignments.

33. LICENCE / PERMISSION/ REGISTRATION:

Wherever any Licence/ Permission from or Registration with Overseas/ Local/ State/ Central authorities is required under the applicable 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 Overseas/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. Any claim or compensation for reimbursements by Contractor/Any other agency for any breach of the provisions/Acts or laws by the contractor shall not be entertained by BHEL.

34. JOINT SURVEY:

Situations may arise during the course of handling / transportation of cargo when a 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. 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. Moreover, the contractor shall be under obligation 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 package, 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.

35. SHORT - LANDED OR DAMAGED GOODS:

- 35.1. 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.
- 35.2. 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.
- 35.3. 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.
- 35.4. The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

36. REQUIREMENTS OF PERFORMANCE:

- 36.1. All the permissions and Clearances or any other relevant authorization from 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 enrooted and consequences therefore including legal complications, if any.
- 36.2. 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.
- 36.3. The Contractor shall take all due care for protecting the consignments from rains/snow/ice/moisture/heat 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.

36.4. 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.

37. If the Contractor has a relative(s), employed in any capacity with BHEL, he shall furnish such facts in the Techno-commercial Part of the Tender, failing which, his contract may be rescinded if such fact comes to light subsequently. Further, the Contractor shall also be liable to make good any loss or damage suffered by the Company on account of such cancellation.

C. CONTRACT PERIOD AND PLACE OF WORK:

C.1: Mobilization period:

The work shall start within seven days of issue of LOA or as indicated in LOA whichever is earlier.

C.2: Transit time for transportation of consignments by air from overseas ports /vendors works to Kempegowda International Airport, Bengaluru under various Incoterm as mentioned in P.O. issued by BHEL are as follows:

Sl No	Incoterm as mentioned in P.O. issued by BHEL	Total Transit Time (Material Handover/pick up date to Flight landing date at destination (Kempegowda International Airport, Bengaluru))
A	FOB (Gateway Airport)	8 days
B	FCA Gateway port	8 days
C	FCA (Port) other than gateway port	8 days
D	FCA Supplier Works	11 days
E	Ex-works	11 days

C.2: Contract Period:

Two months from the date of award of contract or till execution of contract up to order value whichever is earlier.

BHEL-EDN may extend the contract at same Rate and Terms and Conditions based on mutual consent.

C.3: Place of Work:

The work shall be carried out across the world including India.

D. PAYMENT TERMS

- a) Payment of Air freight and other charges shall be paid strictly **as per incoterms mention in the BHEL PO**. All the bills are to be raised in the name of BHEL EDN, Bengaluru and payment will be done by the BHEL-EDN, Bengaluru only.
- b) Charges will be paid on rate per kg or minimum charges basis, whichever is higher.**
- c) In case shipper clubs the Ex-works and FCA shipments in one consignment, charges will be paid considering the consignment as Ex-works shipment.

d) For other clubbed shipments the charges for Incoterm having higher amount shall be applicable for entire consignment subject to shipment moved on 1 HAWB.

e) The Charges payable as per incoterms mention in the BHEL PO is as follows:

Sl No	Incoterm as mentioned in P.O. issued by BHEL	Air Freight (Schedule A)	Inland transportation charges (T of Schedule B)	Origin Charges (O+H+C) of Schedule B)	Destination Charges (D of Schedule B)
1	FOB (Gateway Airport)	Payable	Not Payable	Not Payable	Payable
2	FCA Gateway port	Payable	Not Payable	(O+H) of Schedule B) Payable	Payable
3	FCA (Port) other than gateway port	Payable	Only 20% of Ex-works inland transportation charges Payable	(O+H) of Schedule B) Payable	Payable
4	FCA Supplier Works	Payable	Payable	(O+H) of Schedule B) Payable	Payable
5	Ex-works	Payable	Payable	(O+H+C) of Schedule B) Payable	Payable

Transit time allowed for consignments under various **Incoterm as mentioned in P.O. issued by BHEL**

Sl No	Incoterm as mentioned in P.O. issued by BHEL	Types of Cost payable to contractor by BHEL as per this tender (Charges will be paid on rate per kg or minimum charges basis, whichever is higher)	Total Transit Time
A	FOB (Gateway Airport)	1] Air freight as per the weight slab as per Price Schedule A +2] Destination charges as per Price Schedule B	8 days
B	FCA Gateway port	1] Air freight as per the weight slab as per Price Schedule A +2] Origin Charges (O+H) as per Price Schedule B +3] Destination charges D as per Price Schedule B	8 days
C	FCA (Port) other than gateway port	1] Air freight as per the weight slab as per Price Schedule A (The gateway port having lowest freight rate for that country will be considered for payment) +2] 20% of Inland transportation charges as per Price Schedule B +3] Origin Charges O+H as per Price Schedule B +4] Destination charges D as per Price Schedule B	8 days

D	FCA Supplier Works	1] Air freight as per the weight slab as per Price Schedule A (The gateway port having lowest freight rate for that country will be considered for payment) +2] 20% of Inland transportation charges as per Price Schedule B +3] Origin Charges O+H as per Price Schedule B +4] Destination charges D as per Price Schedule B	11 days
E	Ex-works	1] Air freight as per the weight slab as per Price Schedule A (The gateway port having lowest freight rate for that country will be considered for payment) +2] Inland transportation charges as per Price Schedule B +3] Origin Charges O+H +C as per Price Schedule B +4] Destination charges D as per Price Schedule B	11 days

- f) 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.
- g) GST will be paid separately as applicable. GST elements shall be shown separately in the invoice.
- h) The payment of the bills will be made **within 45 days (For MSE Bidder) / 60 days for Medium Enterprises / 90 days for Non MSE bidders** after the receipt of clear and complete Bills in all respects as per the terms of the contract. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.
- i) SBI TT Selling Exchange rate of every Monday shall be considered for payment for the week to Contractor in Indian Rupees. In case of Bank holidays and new TT Selling rates not available, previous week's (Monday) SBI TT Selling Exchange rate shall be considered for payment.
- j) 100% payment of the charges will be made by BHEL by NEFT/RTGS against the bill submitted with all documents from BHEL.
- k) 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.
- l) The documents to be submitted along with bills are as follows:
- Cargo arrival notice (having flight Number, arrival date & time) and ICEGATE IGM print/copy and original Freight invoice.
 - Copy of original Airway bill.
 - Copy of Suppliers invoice, packing list, HAWB should mention PO No., dimension and currency as per the contract.
 - Proof of material handover date in country of origin.
- m) Following documents shall be valid Proof of material handover date in country of origin for below INCO terms.

- FCA- Email of load port agent of contractor regarding receipt date of cargo at warehouse

2. FOB- Date of HAWB
3. Ex Works- Email of load port agent of contractor regarding pick up date of cargo with copy to supplier.
4. Besides above mentioned proofs, any other documents may also be admitted only with consent of BHEL.
5. Along with bills, contractor is also required to submit data pertaining to bills in excel format also. Format shall be communicated after award of work.

Note:

- 1] GST shall be paid extra by BHEL on services provided in India.
- 2] **No other charges shall be payable other than those mentioned above.**
- 3] Contractor to ensure that billing is made as per above and as per the price finalized after bidding in the price schedules. **All bills are to be in the name of BHEL-Electronics Division, Bengaluru.**
 - a) Contractor to ensure the following before airlifting the cargo: -
 - b) Inco-terms mentioned in the PO.
 - c) Invoice is in line with the PO terms.

e) TIME LIMIT FOR SUBMISSION OF BILLS:

1. The contractor shall make a claim for the services rendered under this contract to BHEL within (3) Three 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 BHEL 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.
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 (3) Three 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 three 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.
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 the prior approval of the BHEL accepting authority, notwithstanding what has been laid down in the Clause on Payment. The decision of the BHEL accepting authority shall be final and binding on the contractor.

f) CHANGE IN BUSINESS/LOAD PATTERN:

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

E. PRICE VARIATION CLAUSE:

There shall be no change in rates during contract period.

F. PENALTIES:

- 1.1 **PENALTY FOR PART SHIPMENT:** In case the contractor ships the cargo in more than one lot then the warehouse charges at discharge port incurred till the arrival of last consignment shall be recovered from the contractor.

- 1.2 **PENALTY FOR TRANSIT TIME:**

Transit time (Material Handover/pick up date to Flight landing date at destination port):

No of Transit days will be calculated as Landing date – Handover/Pick up Date i.e. If material is handed over/ Pick up on the 5th of the month and reaches destination airport on the 13th of the same month then no of transit days is equal to $13-5 = 8$ days.

Transit Penalty:

1 % of total airfreight charges (As per Price Schedule A) shall be deducted for every day of delay in transit up to a maximum of 10%. However as per CGST Act, penalty will be taxable as service and is subject to GST @ 18%, which shall be charged over and above the penalty amount.

In case of any contingency/unforeseen reasons like closure of Airport, movement of live stocks/ lifesaving drugs/ perishable goods, relief measures, war/flood/ drought victims etc. which leads to delay in bringing the cargo from the port of origin, relaxation in transit period could be considered with proper documentation. Grant of extension of time is the sole discretion of BHEL Management. A copy of such communication regarding extension of time granted by BHEL shall be produced along with the Bill.

In case the pickup of consignment is delayed by FF, beyond the maximum transit penalty condition i.e. 10 days from pickup request date, then Risk Purchase Clause will be applicable with immediate effect without any notice from BHEL and the Company reserves the right to get such part of the work executed through any agency at the risk and cost of the Contractor.

1.3 Penalty for not handing over the documents for clearance

Contractor shall hand over all the documents i.e. CAN, Invoice, packing list and any other related document to BHEL Office/BHEL Airport Office at least 48 hours before the arrival of the aircraft (excluding Sundays and holidays).

If Contractor fails to deliver the documents as above, the additional warehouse charges incurred by BHEL on account of such delay shall be recovered from the Contractor.

1.4 Penalty for late Pre-alert

1.4.1 Pre-alert shall be given by the contractor 48 hrs. before the arrival of flight at destination airport.

1.4.2 Airport demurrage/warehouse charges/custom penalty/Interest on custom duty incurred due to delay in Pre-alert shall be recovered from the contractor.

1.5 Penalty for insufficient/Incorrect documents

If the contractor delays to submit the required documents as intimated by unit/port (necessary for clearance of goods) then the amount of demurrage/warehouse charges/custom penalty/Interest on custom duty /Bill of entry amendment charges/IGM amendment charges incurred due to such delay shall be recovered from the contractor.

1.6 Penalty for any other reasons: In case the Contractor fails to perform any part of the scope of work as defined, the Company reserves the right to get such part of the work executed through any agency at the risk and cost of the Contractor.

PART-I (TECHNO COMMERCIAL BID)**ANNEXURE-IC****GENERAL TERMS & CONDITIONS OF CONTRACT****1. DEFINITION**

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including **AGM / CCD** authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

2. HEADING TO THE CONTRACT

The heading to these conditions shall not affect the interpretations thereof.

3. DEVIATIONS

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. WORKS TO BE CARRIED OUT

The Contract shall include all labour materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. ASSIGNMENT OF TRANSFER OF CONTRACT

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. SUB CONTRACT

The Contractor shall not sublet any portion of the contract.

7. COMPLIANCE TO REGULATIONS AND BYE -LAWS

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT (SD):

Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL- EDN, BANGALORE in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) In addition to the above, the EMD amount in excess of ₹ 2, 00, 000 /- (₹ two lakhs) also acceptable in the form of Bank guarantee from scheduled banks. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as ANNEXURE-J)

Forfeiture of EMD:

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) 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 7 days after award of Contract.

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

Non Start of work within seven days of issue of LOA / WO or date indicated in LOA whichever is later will lead to forfeiture of EMD and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender **or before start of work (whichever is earlier)**, deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD):**

Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL

- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

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

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities, from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The claim period for Bank Guarantee shall be kept three months after the contract end date.

Security Deposit has to be deposited within seven days of issue of LOA / WO or date indicated in LOA whichever is later.

“Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate +6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with the interest”

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a) Vendor declaring such invoice in Form GST ANX-1
 - b) Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10. ORDERS UNDER THE CONTRACT

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. CONTRACTOR'S SUPERVISION

- 1.The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- 2.Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- 3.The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
- 4.The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. PRECAUTIONS AGAINST RISK

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

13. DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

14. LAWS GOVERNING THE CONTRACT

The contract shall be governed by the Indian Laws for the time being in force.

15. CANCELLATION OF CONTRACT FOR CORRUPT ACTS

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR
- c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

16. CANCELLATION OF CONTRACT FOR INSOLVANCY ASSIGNMENT OR SUBLETTING OF CONTRACT

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.
OR
- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.

- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

17. CANCELLATION OF CONTRACT IN PART OR FULL ON CONTRACTOR'S DEFAULT

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

18. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

19. SPECIAL POWER TO TERMINATION

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

20. RECOVERY FROM CONTRACTOR

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

21. POST TECHNICAL AUDIT OF WORK AND BILLS

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

22. REFUND OF SECURITY DEPOSIT

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

23. FORCE MAJEURE CLAUSE

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

24. ARBITRATION

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the **BHEL-EDN, Bengaluru**.

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **Bengaluru** (the place from where the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Bengaluru** (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable

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

25. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at **Bengaluru, Karnataka** only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

26. SECRACY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

27. SIGNING OF CONTRACT

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

28. FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

29. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

30. RISK PURCHASE:

a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and

additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculated as follows:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

c) In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited.

31. NOTICES OF ACCIDENTS

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.

The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

32. PREFERENCE TO MAKE IN INDIA

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

33. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS:

1. MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of valid UAM along with CA Certificate (As per ANNEXURE-B of tender document) issued for latest financial year ending on **31st March 2021** or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per ANNEXURE-B of tender document) issued for latest financial year ending on **31st March 2021** or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME.

2. Definitions of MSEs owned by Women is under:

2.1 In case of proprietorship firm, proprietor must be woman.

2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

2.3 In case of private limited companies, at least 51% share must be held by women promoters.

3. Definitions of MSEs owned by SC/ST is under:

3.1 In case of proprietorship firm, proprietor must be SC/ST.

3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.

3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.

4. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

2.3 In case of private limited companies, at least 51% share must be held by women promoters.

3. Definitions of MSEs owned by SC/ST is under:

3.1 In case of proprietorship firm, proprietor must be SC/ST.

3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.

3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.

4. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

4.1 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.

4.2 Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.

4.3 Revenue Officer not below the rank of tahsildar.

4.4 Sub-Divisional officer of the area where the individual and/ or his family normally resides.

4.5 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

5. If the rate (s) quoted by non-MSE vendor is Lowest, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s).

a) If the MSE vendor(s) accepts the counter-offered lowest rate(s), then the MSE bidder whose offer rate(s) is lowest will be ranked L1.

b) If no MSE bidder quoting price within price band of L1+15% accepts the counter offered rate(s), NON MSE bidder will ranked L1.

6. In case splitting is proposed in tender, minimum 25 % or minimum value proposed for a vendor (whichever is higher) will be awarded to MSE. In case no splitting is proposed in tender, 100 % work will be awarded to MSE bidder after acceptance of L1 rate by MSE bidder.

Non Submission of such documents along with the offer or during technical evaluation will lead to consideration of their bids at par with other bidders and no benefits shall be applicable for this enquiry though the bidder is MSE.

PART-I (TECHNO COMMERCIAL BID)**ANNEXURE-ID****SPECIAL TERMS & CONDITIONS OF CONTRACT****1. PARTICIPATION.**

The Parties who have been suspended or black listed or issued with "Show Cause Notice "by BHEL, EDN-Bengaluru or any other BHEL Unit will not be allowed to participate in the Tender.

Other than the bidder, none of its group concerns or affiliates etc. shall participate in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

2. EVALUATION CRITERIA:

a. Technical Bids of tenderers will be evaluated for the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.

b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

3. CRITERIA FOR AWARD OF WORK:

1. The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**

2. **The work will be awarded on Package Wise L1 basis.**

3. In case there are more than one L1 bidders, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected based on draw of lots.

4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. METHOD OF EVALUATION OF PRICES**Priority / Ranking**

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

5. RATE FINALIZATION

1. Lowest prices received against BHEL Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.

2. Tenderers are requested to give their best prices at the first instant itself.

3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL may resort to short closure of this Tender.

ANNEXURES

PART-I (No Deviation certificate)

ANNEXURE-A

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

I/ We, M/s.have read and clearly understood all the Terms and conditions in Tender Schedule of "RATE CONTRACT FOR AIR FREIGHT FOR IMPORT CONSIGNMENTS OF BHEL-EDN, BANGALORE FOR TWO MONTHS DURING 2023". Tender Ref. No.: BHEL-EDN/ CCD/ AIR FREIGHT-LT/NIC-06/23-24 Dated:28.06.2023 and accordingly we accept the same without any deviation what so ever.

- *I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation"*
- *I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- *I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL-Electronics Division, Bengaluru or any other BHEL Unit or any PSU/ Government organization.*
- *I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).*
- *I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*
- *We certify that no addition/modification/alteration has been made in the original document down loaded from BHEL website/email. If at any stage, alteration/ modification is noticed in the Original Document, I/We will abide by terms and conditions contained in the original tender document, in case, any deviation is observed the same is not be entertained / considered by BHEL.*
- *We certify that we have not been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against us.*
- *The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of conditions both in load port country / discharge country and enroute.*

(Contractor Signature with Seal)

ANNEXURE-B**Certificate by Chartered Accountant on letter head for MSME bidder**

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
.....is registered under Micro, Small and Medium Enterprises Development Act , 2006 (**MSMED Act, 2006**) having **Udyam Registration Number No:**.....
Category:, (Micro/Small/Medium). (Copy enclosed).

Further Verified from the Books of Accounts, the **investment and turnover** of enterprise for the latest audited financial year is as follows:

1. Investment in plant and machinery or equipment (i.e. all tangible assets other than land and building, furniture and fittings) calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
2. Turnover of the enterprise calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is ₹.....Lacs.
3. The above investment in plant and machinery or equipment is within the permissible limit of ₹..... Lacs **and** Turnover is within the permissible limit of ₹..... Lacs applicable for.....
Micro / Small / Medium (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

ANNEXURE-C**A.EMD PAYMENT WIDE SBI-E COLLECT**

This explains how to make Payments to BHEL-EDN, Bengaluru through SBI-E collect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE TO REMIT EMD / SD AGAINST TENDER NOTIFICATION:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State of Corporation / Institution as "KARNATAKA "
4. Type of Corporate / Institution as "PSU-Public Sector undertaking "
4. Select PSU-Public Sector Undertaking Name as "BHARAT HEAVY ELECTRICALS LIMITED" and click "SUBMIT ".
5. In the next page, Select Payment Category as "OTHERS" and Sub Category as "EMD / SECURITY DEPOSIT" (As applicable), fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

PROCEDURE TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

A.1: EMD / SD amount may be remitted through NEFT/ RTGS to BHEL account as per following detail:

Name of Bank:	State Bank of India
Branch:	Chandra Layout Branch, Bangalore 40
IFSC code:	SBIN0004051
Account Number:	31467498356
Account type:	Current Account

ANNEXURE – D**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

- 1 NAME & ADDRESS OF THE SUPPLIER /
SUB-CONTRACTOR
- 2 VENDOR CODE assigned by BHEL

Details of Bank Account:

- 3 NAME & ADDRESS OF THE BANK
- 4 NAME OF THE BRANCH
- 5 BRANCH CODE
- 6 MICR CODE
- 7 ACCOUNT NUMBER
- 8 TYPE OF ACCOUNT CURRENT A/C / OD / CASH CREDIT
- 9 BENEFICIARY'S NAME
- 10 IFSC CODE OF THE BRANCH
- 11 EMAIL ID
- 12 TELEPHONE/MOBILE NO.

CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

(Manager / Officer's)

Signature Under Bank stamp and Name Seal with Membership No. _____ (Telephone /
Mobile No. _____)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

ANNEXURE-2**PART-II (PRICE BID)**
(For Reference)

Price Schedule A: Air Freight Rate (Per Kg) including CC Charge, FSC, SSC and WSC for Shipment from Load port to Kempegowda International Airport, Bengaluru								
Load Airport Code	Country of Origin	Currency	Place where airport is located	Min Charge Per consignment	Slab 1	Slab 2	Slab 3	Slab 4
					<=50 Kg.	51Kg.-100 Kg.	101kg.-200 Kg.	201Kg.-500 Kg.
D01	UK	GBP	London (Heathrow), New Castle, Oxford, Bristol, Birmingham, East Midlands, Manchester, Leeds, Glasgow	95	2.45	2.25	2.10	2.00
D02	Singapore	SGD	Singapore	85	5.50	4.70	4.40	3.65
D03	USA	USD	New York, Boston, Portsmouth, Chicago, San Francisco, Denver, Los Angeles, Atlanta, Houston, Miami	190	6.25	5.75	3.30	3.10
D04	Germany	EURO	Munich, Koln, Dusseldorf, Hannover, Hamburg, Stuttgart, Darmstadt, Mannheim, Nuremberg, Bremerhaven, Hannover, Brilon, Berlin, Frankfurt, Hamburg	120	4.45	3.35	2.10	2.10
D05	Italy	EURO	Rome, Milan, Malpensa, Rome, Milan, Malpensa	135	3.90	3.45	2.95	2.65

Price Schedule B (Schedule for Additional Charges)									
			T		O		H	C	D
Sl. No.	Country of Origin	Currency	Inland Transportation Charges for Ex-Works & FCA named place		Origin Charges (Screening Charges, Airport Transfer fees etc.)		Handling Charges (Airline, Documentation & Customs Clearance Charges etc.)	Customs Clearance Charges at shipper country airport	Destination Charges (IGM Filing fee, ,DO charges, break bulk fees, Cartage etc.)
			Min Charge Per consignment	Rate per kg	Min Charge Per consignment	Rate per kg	Consolidated Rate per Air Way Bill	Consolidated Rate per Air Way Bill	Consolidated Per Air Way Bill in ₹
1	UK	GBP	95	0.25	45	0.35	15	35	₹2/KG SUBJECT TO A MINIMUM OF ₹3500 Per Air Way Bill
2	Singapore	SGD	55	0.28	35	0.25	20	35	
3	USA	USD	150	0.95	45	0.35	25	30	
4	Germany	EURO	65	0.45	25	0.25	18	35	
5	Italy	EURO	75	0.50	35	0.35	20	45	

ANNEXURE-2**PART-II (PRICE BID)**
(For Reference)

Name of Work: RATE CONTRACT FOR AIR FREIGHT FOR IMPORT CONSIGNMENTS OF BHEL-EDN, BANGALORE FOR TWO MONTHS DURING 2023.

Name of Bidder.....

We are ready to work at ____ **To BE QUOTED IN NIC PORTAL** ____% of Rates as indicated in **Schedule-A** (Air Freight Rate (Per Kg) including CC Charge, FSC, SSC and WSC for Shipment from Load port to Kempegowda International Airport, Bengaluru) and **Schedule-B** (Schedule for Additional Charges) of Tender **Ref No: BHEL-EDN/ CCD/AIR FREIGHT-LT / NIC-06/23-24 / Date: 28.06.2023**

The quoted % will apply to all individual rates to arrive at final rate for each item of Schedule-A & Schedule-B except Column- **D (Destination Charges (IGM Filing fee, DO charges, break bulk fees, Cartage etc.) of Schedule-B**

Note:

1. The % quoted above shall be uniformly applied to all BHEL slab rates. (For Schedule A & B) except destination charges i.e. column D of Annexure-B. Destination charges has been kept fix as ₹2.00 per Kg subject to minimum of ₹ 3500 per Air Way Bill.

2.BHEL Slab rates are exclusive of GST.

3. No individual slab rate discount is permitted.

4. Vendor is requested **not to quote the % discount or hike on the Unit rate** as indicated in tender.

Vendor shall quote the **final % of unit Rate after applying discount or hike on the unit rate as indicated in tender.**

Eg. If a bidder wants **to offer a discount of 20%** on unit Rates as indicated in tender, he /she should quote **80%** in the offer or if a bidder wants **to hike the rates by 5 %**, he/ she should quote **105%** in the offer or if the bidder wants to quote **the same Unit rate** as indicated in tender, he/she should quote **100 %** in the offer.

5.The calculation of Unit rates based on quoted % shall be as follows:

If a bidder quotes- 80%,

The rates for each item of schedule –A & Schedule-B except Column- **D (Destination Charges (IGM Filing fee, DO charges, break bulk fees, Cartage etc.)** will be 80% of rates indicated in Tender.

i.e,

The Air Freight Rate (Per Kg) including CC Charge, FSC, SSC and WSC for Shipment from Load port to Kempegowda International Airport, Bengaluru will be as follows:

The Min Charge Per consignment form UK- London (Heathrow) airport will be 80% of 125 GBP =100 GBP

Unit rate for Slab-2 (51 kg to 100 Kg) will be 80% of 1.75 GBP/ Kg = 1.4 GBP / Kg.

Similarly rates for all items will be 80% of unit rate of all items of Schedule-A

The same process will be applied to all items of schedule –B except Column- **D (Destination Charges (IGM Filing fee, DO charges, break bulk fees, Cartage etc.)**

The unit rate under Column-D will remain fixed at ₹2/KG or ₹3500 Per Air Way Bill whichever is higher.

This is for reference only Bidder to quote the % in NIC portal