



To
Ms-----

Dear Sir/Madams

Sub: Air freighting contract for cargo from Supplier works at Chicago to Chennai Airport (Ex-Works) –37.65 kgs

BHEL invites tender for Air freighting contract for cargo from Chicago to Chennai Airport (Ex-Works) – 37.65 kgs. The bidder is requested to submit the most competitive offer complete in all respects without any deviation. The offers shall remain valid for thirty days for acceptance from the due date of tender. The technical offer should comply with all the tender requirement. The offer with any deviation will be rejected and the financial offer of the bidder will not be opened.

The tender will be conducted and evaluated online through BHEL NIC portal system. The bidder shall submit his response through bid submission to the tender on e- tendering platform at <https://eprocurebhel.co.in/nicgep/app> only as no other forms of submission of offers or hard copy is accepted. Bidder is requested to quote their most competitive price in through the online BHEL NIC portal portal/system

Bidder must submit their bids in BHEL NIC portal portal by 14.00 hrs 20.12.2021. Successful bidder shall be responsible for completion of the contract in all respect. Techno Commercial offer will be opened through BHEL NIC portal portal on 20.12.2021 at 15.00 Hrs. The price bid of technically qualified bidders shall be opened after due intimation.

Thanking you

**Tender Enquiry for Air freighting contract
for cargo from Chicago to Chennai Airport
(Ex-Works)
– 37.65 kgs**

TENDER NO.: RE/CHE/IMP/I-2120 dated 10.12.2021



**BHARAT HEAVY ELECTRICALS LIMITED
REGIONAL OPERATIONS DIVISION
CHENNAI**

LAST DATE OF SUBMISSION

**: 20.12.2021
: 14.00Hrs**

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GENERAL INFORMATION

BHEL invites tender for **Air freighting contract for cargo from Chicago to Chennai Airport (Ex-Works)**. The cargo has to be collected from Shipper **M/s PROTECTION CONTROLS INC, from Chicago and air freighted to Chennai Airport on Ex-works basis**

Detailed specifications and scope are covered in Section -I

Names addresses of the Contact Persons for this tender are:

Sl. No.	Name and Address	Phone Nos. & Email
1	P V Shain Addnl GM/ Contracts	Ph. No. 044-24589835 shain@bhel.in
2	R.B.Maheshwari Deputy Manager	Ph. No. 9487890759 rbmaha@bhel.in
3.	BHARAT HEAVY ELECTRICALS LTD., Regional Operations Division, MATERIAL SERVICES, No. 11, Rattha Tek Towers, 4th Floor, Rajeev Gandhi Salai (OMR), Okkiyam Thoraipakkam, Chennai, Tamil Nadu – 600 097.	
4	Supplier details: M/s PROTECTION CONTROLS INC, 7317,NORTH LAWNSDALE AVENUE, P.O.BOX.287,SKOKIE, IL 60076-0287 CHICAGO.	Contact Details: MR. BRUCE YATES, TEL. +(847)674-7676, Fax-+(847)674-7009, email@protectioncontrolsinc.com.

SECTION – I
SCOPE OF WORK

Details of Cargo:

Tentative Readiness of cargo	No. of Pkgs.	Gross Wt. In kg
Immediate	Total 2 Cartons - 37.65 kg 1 Carton – (43.18 x 43.18 x 43.18 cm)- 22.23 Kg 1 Carton – (43.18 x 43.18 x 22.86 cm)- 15.42 Kg	37.65 kg

Item : Flame Sensor(Electronic item)

Load Port : Any Airport Nearest to Supplier Works (CHICAGO)

Discharge / Destination Port : Chennai Airport, India

Terms : Ex-works

Details of Work:

1. **To contact the Supplier and collect cargo on EX-WORKS basis.**
2. Ensure that the cargo / contents are securely packed and fit for air freight.
3. Air freighting of cargo as per incoterms from Any Airport Nearest to Supplier Works (CHICAGO)
4. Safe discharge of cargo at destination airport.

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

SECTION – II

GUIDELINES FOR OFFER SUBMISSION:

1. The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://eprocurebhel.co.in>
2. Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.

For support regarding e-tendering system, bidders may contact following:

R Inchara phone no: 8553226267, email: inchinchu@gmail.com

Bidder registration is for free and the procedures are provided in the portal.

<https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page>

3. The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class – III, SHA 2, 2048 BIT – Signing and Encryption) and vendors are requested to procure the same immediately if not available with them and timely fulfill all requirements including availability of correct DSC to avoid last minute difficulties faced.

Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

EMD must be deposited latest by **14:00 Hrs** on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system.

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

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

4. Bidders are advised to go through the tender document fully before filling up the response sheets and rate schedules. The bidder while submitting the offer must specify the full details as required in Section V, TECHNICAL REQUIREMENTS.
5. Bidders are advised to go through the tender document fully before submitting their offers online on E-tendering portal <https://eprocurebhel.co.in/nicgep/app> .
6. The offers shall include
 - 1) **Technical Bid (please read the following sections carefully)**

The techno-commercial bid is to be filled and submitted /or uploaded in pdf online on E-tendering portal of BHEL at web address <https://eprocurebhel.co.in/nicgep/app> latest by **20.12.2021**, 14.00 Hrs. The techno commercial offers shall be opened on 20.12.2021 @15.00 Hrs. Hard copies of Techno commercial offers shall not be accepted for evaluation.

2) Price Bid:

The price Bid is to be filled up and submitted /or uploaded in excel sheet through E-tendering system only. The price bid of technically qualified parties will be opened in E procurement after due intimation.

EVALUATION:

The offers (Technical Bids) will opened on 20.12.2021 at 15.00 Hrs. **Techno Commercial bids will be evaluated first.**

However, as this tender is a short notice tender, all tenderers are advised to ensure that the technical offer is strictly in line with the tender requirements.

Only those **PRICE BIDS** of the bidders who have submitted fully compliant techno commercial offer as evaluated by BHEL shall be taken up for further evaluation.

For concluding freight contract, based on the availability of the cargo, prices offered by the tenderers will be evaluated on overall basis and award the contract who have offered overall lowest cost to BHEL.

Evaluation Criteria:

- 1. Offers of Parties meeting the tender requirement will only be considered for evaluation.**
- 2. The offers will be evaluated on the basis of the sum total price of SI No 1 of the Price Bid (Section VII).**
- 3. For Tender evaluation Rs/USD exchange rate prevailing on the date of opening of Technical Bid will be considered.**
- 4.**

General

Technical bids of offers received up to 14:00 Hrs. on 20.12.2021 will be opened at 15:00 Hrs. on 20.12.2021 online.

After evaluation of the technical bids, price bids of technically qualified bidders will be opened in E procurement.

SECTION III

SPECIAL CONDITIONS

1. The contractor shall coordinate with the foreign suppliers and receive the cargo; on receipt of cargo the contractor shall send PRE-ALERT indicating the BHEL Purchase Order No., HAWB No. & MAWB No., Port of Loading, No of pkgs., weight and flight details immediately after receipt of the cargo at the port of origin.
2. The House Airway Bills shall be prepared as per contracted freight rates of this tender and indicate the details as required by IATA Rules and Regulations viz. Departure Airport, Suppliers' name and address, Purchase Order No. and date, Import License No. and date, Case Markings, Commodity descriptions, actual measurements and weights, freight payment terms stipulated in Purchase order etc.
3. **Cargo should be air lifted to Chennai Airport within 6 days from the date the cargo is collected from shipper. For every day delay in air freighting beyond the stipulated period BHEL shall deduct as penalty 1% of the total airfreight charges payable on a shipment for every day of such delay subject to a maximum of 10% of the freight payable and shall be adjusted from the freight bill.**
4. The contractor should ship the entire cargo in one Lot in the same flight. In the event of shipment coming in parts (in different flights) the air warehousing charges due to delay in receipt of complete cargo shall be adjusted from the freight bills.
5. The Contractor shall send the **PRE-ALERT, without fail**, indicating the Purchase Order No., MAWB No., House Airway Bill & Port of Loading, No. of Pkgs., weight, freight (including freight and CC charges along with exchange rate with date) and flight details immediately after receipt of the cargo at the port of origin. For all such services, all charges shall be borne by the Air Console Agents.
6. The contractor shall on receipt of cargo at destination shall promptly notify the designated officer of BHEL, Regional Operations Division / Airport office, Chennai or authorized clearing agents about the arrival of cargo at the destination and handover all related documents (4 copies of HAWB, 2 copies of Cargo Arrival Notice, Manifest copy, suppliers invoice, packing list etc.) to BHEL or their clearing agents for effecting speedy customs clearance of the of cargo at Chennai Airport.
7. The contractor shall hand over the shipping documents as indicated at Sl. no 4 to BHEL office / BHEL Airport office within 12 hours after arrival of aircraft (excluding Sundays and holidays). If the Contractor fails to deliver the documents in time, the warehouse charges for the delayed period shall be recovered from the contractor.
8. Billing by contractor should be done as per the work order rates, payment terms and conditions. In case of excess billing apart from excess freight amount, differential customs duty shall also be recovered from the contractor. However if the contractor is able to get the customs refund finalized in that case the amount withheld shall be reimbursed to the contractor.

9. The successful bidder will be required to provide the names and address of their offices or names and address of the offices of associates at the Load Port and in Chennai.

PAYMENT TERMS

- 1 The Air Freight charges will be calculated in Indian Rupees by applying the T.T. Selling rate of SBI for the specified foreign currency (refer Price Bid) and Indian Re. Prevailing on the date of landing of cargo at the Port of discharge.
- 2 100% payment of the Contract value in Indian Rupees will be made by BHEL, ROD, and after adjustment of penalty, if any, on safe discharge of cargo at the destination airport (Chennai).
- 3 Payment will be made within 30 working days after the receipt of clear and complete Bill in all respects as per the terms of the contract.
- 4 Payment shall be made based on the actual chargeable weight of the cargo only in case of variation of dimensions from the dimensions given in tender, else the gross weight given in the technical bid will be considered.
- 5 Issue of DO not to be linked to freight payment/ Bank release Order (BRO)

The following documents to be submitted along with invoice

1. Proof of date of handing over of the cargo by the supplier.
2. CAN copy.

SECTION IV

GENERAL TERMS AND CONDITIONS

- 1.0 The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-
- 1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
- 1.2 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" where the context so requires.
- 1.3 "CONTRACT " or " CONTRACT DOCUMENT" shall mean and include the agreement, LOI, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications, the Special Specifications (if any) and all correspondences.
- 1.4 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.5 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.6 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.7 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.8 "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL.
- 1.9 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

2.0 ISSUE OF NOTICE:

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

3.0 COMMENCEMENT OF WORK:

- 3.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

4.0 INVOICES AND PAYMENTS

- 4.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 4.2 All taxes and duties extra at Actuals.

5.0 RISK PURCHASE :

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

- 5.1 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the Security deposit.
- 5.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 5.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

6.0 OBSERVANCE OF LOCAL LAWS :

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

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

7.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- 7.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the 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.

8.0 INSURANCE:

- 8.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 8.2 The 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.
- 8.3 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 8.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

9.0 FORCE MAJEURE:

The following shall amount to force majeure conditions:-

- 9.1 Acts of God, Act of any Government, war, Sabotage, riots, civil Commotion, Flood, Fire Cyclone, Earthquake and other similar causes over which the Contractor has no control.
- 9.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time.
- 9.3 Force Majeure conditions will apply on both sides.

10.0 ARBITRATION

- 10.1 If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between BHEL and the Contractors except as to any matter, the decision for which is specially provided for, the same shall be referred to arbitration in accordance with Indian ARBITRATION AND CONCILIATION ACT, 1996.

10.2 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

10.3 The place of Arbitration will be CHENNAI

11.0 LAWS GOVERNING THE CONTRACT:

11.1 The contract shall be governed by the Indian Laws for the time being in force and only courts in Chennai, India shall have jurisdiction over this contract.

12.0 INDEMNITY:

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

13.0 Security Deposit:

13.1 Contract Successful bidder shall submit a percentage of the total contract value as security deposit.

13.2 The security deposit shall not carry any interest.

13.3 Security deposit has to be furnished in the form of Bank DD/NEFT/RTGS from Scheduled Banks in favor of BHEL.

13.4 The rate of Security Deposit shall be 5 % of value.

13.5. Securities / BG's shall be released after successful execution and completion of the contract upon receipt of No claim letter from the contractor and settlement of all dues in the contract.

14 Earnest Money Deposit: Rs 1110/-

14.1 EMD of Rs 1110/- (Rupees One thousand one hundred and ten only) will have to be submitted along with the Techno commercial offer. Offer without EMD shall be rejected. The EMD Demand Draft shall be drawn in Favor of "BHARAT HEAVY ELECTRICALS LTD." EMD can be remitted through RTGS and amount to be credited to BHEL Account before Tender opening. Details of Account given below

Vendors to E mail Details to BHEL ROD Chennai on EMD payment made through RTGS

14.2 If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited.

ACCOUNT NAME	BHARAT HEAVY ELECTRICALS LIMITED
ACCOUNT NUMBER	10610819568
ACCOUNT TYPE	CC ACCOUNT
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	SAIDAPET
BRANCH ADDRESS	690 ANNA SALAI
IFSC CODE	SBIN0000912

14.3 EMD of the Bidder will be forfeited if:

14.3.1 After opening the tender, the Bidder revokes his tender within the validity period or increases his earlier quoted rated.

14.3.2 The Bidder does not commence the work within the period as per LOI/ Contract. In Case the LOI/ Contract is silent in this regard then within 15 days after award of contract.

14.4 EMD of successful bidder can be adjusted towards part of the security deposit.
EMD of all unsuccessful bidders will be returned within 15 days of placement of LOI/Work Order on successful bidder.

14.5 EMD shall not carry any interest.

MSMED vendors are exempted from submission of EMD subject to submission of Documents as mentioned in Tender

15 REQUIREMENTS OF PERFORMANCE

- 15.1 All permissions / 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 en route and consequences therefore including legal complications, if any.
- 15.2 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.
- 15.3 The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The contractor shall take all due care of consignments while loading / unloading. During transshipment he shall provide all packing and leashing at his own cost.

- 15.4 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.

16.0 SHORT– LANDED OR DAMAGED GOODS

- 16.1 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 be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.
- 16.2 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.

MSME VENDORS:

"MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with CA certificate (format enclosed as per Annexure- I) applicable for the year ,certifying the quantum of investment in plant and machinery with in the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM II is over . Date to be reckoned for determining the deemed validity will be last date of Technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE Supplier till the supplier submit these documents".

FRAUD PREVENTION POLICY

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

SECTION V

FORMAT FOR TECHNO- COMMERCIAL BID

A. CONTACTS DETAILS:

Name and address of Associate at Port of Loading.:

Contact person / Associate at Load Port, telephone & email:

Name and address of Agent at Discharge Port:

B. OTHER DETAILS:

C. Name of planned airlines for airlifting:

D. Terms of Shipment: EX-WORKS

I/We agree to abide by all the above conditions.

SIGNATURE AND SEAL OF TENDERER

SECTION VI

FORMAT FOR PRICE BID

ALL RATES TO BE QUOTED IN USD CURRENCY.

SI NO	Description	Total Rate in USD
1	Total charges including Air freight Charges and all other Miscellaneous charges for 37.65 Kg. Total 2 Cartons - 37.65 kg 1 Carton – (43.18 x 43.18 x 43.18 cm)- 22.23 Kg 1 Carton – (43.18 x 43.18 x 22.86 cm)- 15.42 Kg	

Note

- (1) Weight and dimensions given are indicative and may vary +/- 20 %. Payment shall be considered based on actual chargeable weight of the cargo only in case of variation of dimensions else the gross weight given in the technical bid will be considered.
- (2) Freight is inclusive of all charges namely Charges collect fees, DO fees, AWB fees etc. No other additional charges will be considered for payment.
- (3) No increase in Fuel Surcharge or war risk surcharge will be entertained during execution of the contract.
- (4) No conditions having any financial bearing on the freight to be given in the price bid.
- (5) Evaluation criteria for technically qualified bidders shall be based on COST TO COMPANY

SIGNATURE AND SEAL OF TENDERER

SECTION VII

CERTIFICATE OF COMPLIANCE (To be given in Company's letter Head)

Date:

To

Additional General Manager
Material Services,
Regional Operations Division,
BHARAT HEAVY ELECTRICALS LIMITED,
Chennai

Sir,

Import Tender No. RE/CHE/IMP/I-2120

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the tender.

We agree to carry out the Air freighting contract tendered at the rates as offered by us in the Price Bid submitted by us and in accordance to the terms and conditions of the subject tender. The prices shall be kept valid for thirty days from the date of opening of price bids.

If the contract is awarded to us the prices shall be kept firm till the completion of contract.

SIGN AND STAMP OF CONTRACTOR

SECTION VIII

TECHNICAL REQUIREMENTS

TECHNO COMMERCIAL FORMAT

Offers of parties not meeting the below will be rejected.

Sr No	Description		Remarks		
I Pre Qualification Criteria					
1.	(i)		Average Annual Turnover: The Bidder must have an average annual turnover in Freight business not less than INR 0.16 Lakhs for the last three years (CA certified statement to be submitted / uploaded) (FY 2018-2019, 2019-2020 & 2020-2021), in case final Audit of FY 2020-2021 is not completed, last three year may be considered as FY 2017-2018, 2018-2019 and 2019-2020).		Copy of CA Certified statement to be submitted on the portal.
	(ii)		Pl provide Current ratio for three years (2018-19; 2019-20; 2020-21)		A self-certification should be submitted by bidder
<u>Format for CA certificate on his letter head</u>					
	Sr No	Description	2018-19	2019-20	2020-21
	1	Total Turn Over of Company in Rs Lakhs in Freight business			
2.	(i)		Three contracts of value not less than Rs 22200 each		Copies of contract / work order with copies of satisfactory completion certificate from customer to be uploaded.
	OR				
	(ii)		Two contracts of value not less than Rs 27750 each		
	OR				
	(iii)		One Contract of value not less than Rs 44400		

- (1) If work order does not specify the value of the contracts, the same should be certified from customers. In that case the documents required will be work order/contract copy, customer certification for contract value and satisfactory completion certificate from customer
- (2) The party who submits only work order or contract copy and does not submit satisfactory completion certificate from customer will not be considered.
- (3) The party who submits only satisfactory completion certificate from customer and does not submit relevant copy of work order/contract will not be considered

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

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

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

3.	Valid GST Registration	Copy to be uploaded.
4.	The Bidder should not have been referred to BIFR/NCTL or declared ‘SICK’ by any Statutory Authority	A self-certification should be submitted by bidder
5	To have valid IATA certificate of bidder	Copy of valid IATA certificate to be submitted.
6	Penalty: 1) The transit delay beyond the permitted transit period shall attract a penalty of 1% per day pro rata on the contract value for the cargo subject to maximum 10% of the contract value of that particular	Agreed

	cargo. Such penalty shall be recovered while releasing the bills of the contractor 2) In-case of delay in handing over of OBL to shipper (due to no fault of BHEL), per day penalty will be 1 % of total contract value of shipment. Maximum Penalty due to delay in handing over of OBL will be 10 % of total price of shipment. 3) Total Penalty will not exceed 20% of the contract value	
7.	The Bidder should not have been banned on business dealing by BHEL/Govt. of India/any undertaking of Govt. of India.	A self-certification should be uploaded by bidder
8.	Parties must not have been penalized in any earlier contract with BHEL in the last five years.	Self Certification to be uploaded
9.	Power of Attorney, agreements & copies thereof of the signing authorities with letter of authorisation	Copy to be uploaded
Note :Offers of parties not meeting above qualifying criteria will be rejected.		
II	Details to be furnished	
1.	Name & Address of the company (If part of the work	
i)	has to be handled by its associate, details of the associate also to be provided along with bidder details)	
ii)	Year of Establishment of company	
2.	Type of Ownership :Proprietorship or Partnership or	
i)	Private Limited or Public Limited or Central Undertaking or State undertaking or Any other (specify) (If part of the work has to be handled by its associate, details of the associate also to be provided along with bidder details)	
ii)	MSME Vendor	Yes/No
iii)	If MSME, pl provide a copy of MSME Registration along with validity	Copy to be uploaded if applicable

3.	Partnership deed in respect of Partnership firms	Copy to be uploaded if applicable
4.	Certificate of Incorporation in respect of Ltd Co	Provide date of Incorporation & copy of certificate to be uploaded
5.	Complete Information on Party's offices in Chennai Office Address Telephone no./ Mobile no. Name of Contact Person with email id's ii) Office is owned / rented	Information to be provided
6.	Company Details i) PAN Number ii) GST Registration number iii) Bank Reference (Details of Electronic Fund Transfer duly endorsed by the bank) - Name of the Company - Name of the Bank with branch - City/ Place - Account Number -Account Type - IFSC Code of the Bank Branch - MICR code of the bank Branch	Copy to be uploaded
7.	i) Directors / Partners if related to any BHEL employee (Indicate NA if not applicable)	Name Staff No Designation Unit & Dept
	ii) If any Ex BHEL Personnel is employed by the Company, Mention the details (Indicate NA if not applicable)	Name Staff No Designation Unit &Dept Relationship Date of Leaving Service
8	Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Laborer's Act / Child Labor Act / / Transporter board/ Customs and Port Procedure and all other relevant Acts, Rules and regulations of Tamil Nadu state and Govt of India in course of their activities and whether they are being fully complied with. Also all handling equipments are complying as	Agreed.

	per HSE compliance / ISO 9001/14000/OHSAS compliance.	
9	Letter of authorization for signatories to act on behalf of the company	Letter to be attached
III TECHNICAL REQUIRMENTS		
1.	EMD for Rs. 1110 /-	Submitted
2.	Technical bid Signed and Stamped (All pages)	Submitted
3.	Blank Financial bid Signed and Stamped	Submitted
4.	The compliance letter duly signed and stamped on letter head is to be submitted/Uploaded on E-portal	Given
5.	Bidder shall ensure that all the invoices and receipts are submitted immediately after payment and shall be in the name of BHEL. In case of delay in submitting the invoice after payment made by BHEL, the full amount will be recovered till the submission of original invoice and receipt from the concerned parties.	Agreed
6.	Bidder should submit the 3rd original RA after custom clearance along with the relevant original Bill of Entry where the Bill of entry is cleared after taking RA.	Agreed
7.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped on each page is to be submitted/Uploaded on E-portal	Given/Uploaded
8.	PAYMENT TERMS: As Specified in Section III	Agreed
9	INDEMNITY Contractor shall keep BHEL indemnified of all legal issues, the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
10	ARBITRATION As Specified in General Terms & Conditions.	Agreed
11	FORCE MAJEURE As specified in the General Terms & Conditions.	Agreed

12	CANCELLATION OF THE CONTRACT: BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract. If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract. BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.	Agreed
13	TAXES/TDS: GST will be paid extra as applicable. After the implementation of GST, necessary changes in billing and compliances shall be adhered. TDS will be recovered from bills as per the rules prevalent.	Agreed
14	VALIDITY: The contract shall be valid till all the packages listed in the packing list are received at discharge Port and loaded on BHEL placed Vehicle after custom clearance	Agreed
15	GOVT.RULES & REGULATIONS: CONTRACTOR or its associate to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licences, and permits for operation in India / transit country / discharge countries. It is obligatory for CONTRACTOR to comply with regulating requirements in discharge port countries are fully met before award of the contract.	Agreed

16	RISK PURCHASE As Specified in General Terms & Conditions.	Agreed
17	Offer Validity: The offer of bidders will be valid for 30 days for acceptance from due date of tender. Validity of the contract : The contract will be valid till completion of the work defined in the tender	Agreed
18	ADDITIONAL WAR RISK INSURANCE: In the event of war or war like situation, additional war risk premium if any as per notification of the Lloyd's surveyor/Insurance additional insurance premium paid receipt for war risk, pro rata, insurance for Hull machinery for the BHEL cargo may be considered for payment.	Agreed
19	Transshipment of the cargo is not permitted	Agreed

SIGNATURE AND SEAL OF TENDERER