



To
Ms-----

Dear Sir/Madam

Sub: Air export of 01 box with Delivery Terms as Door Delivery at Supplier Works for Export – 45 KGs

BHEL invites tender for Air export of 01 box with Delivery Terms as Door Delivery at Supplier Works for Export – 45 KGs. The bidder is requested to submit the most competitive offer complete in all respects without any deviation. The offers shall remain valid for One month 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 by 1400 hrs 09-08-2021. Kindly forward your regret letter in the event of non-participation in the tender. Successful bidder shall be responsible for completion of the contract in all respect. Techno Commercial offer will be opened through BHEL NIC portal on 09-08-2021 at 1500 Hrs. The price bid of technically qualified bidders shall be opened after due intimation.

Thanking you

**Tender Enquiry for Air export of 01 box
With Delivery Terms as
Door Delivery at Supplier Works for Export – 45 KGs**

TENDER NO.: RE/CHE/EXP/I-2109 dated 30-07-2021



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

LAST DATE OF SUBMISSION

: 09-08-2021

: 1400Hrs

CONTENTS

Description	Page No
General Information	4
Section I Scope Of Work	5
Section II Instructions to Bidders	6
Section III Special Conditions	7
Section IV General Terms and Conditions	9
Section V Format for Techno Commercial Bid	14
Section VI Formats for Price Bid	15
Section VII Letter of Compliance	16

GENERAL INFORMATION

BHEL invites tender for Air export of 01 box with Delivery Terms as Door Delivery at Supplier Works for Export – 45 KGs. The cargo has to be collected from Shipper BHEL/Chennai and air freight to United Kingdom. Vendor in United Kingdom is M/S.NATIONAL PHYSICAL LABORATORY, HAMPTON ROAD, TEDDINGTON, TW 11 0LW-, United Kingdom.

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 AGM/ ROD-Chennai	+91 44 2458 9833 shain@bhel.in
2	Santosh Kumar Jena Manager Bharat Heavy Electricals Limited (A Govt. of India Undertaking) Regional Operations Division, 4 th Floor, Rattha Tek Towers, 11, Rajiv Gandhi IT Expressway, Thoraipakkan, Chennai – 600 097	+91 44 2458 9847 santoshj@bhel.in
3	Consignee details: Mr.ROBERT BRANDON CUSTOMER SERVICE SPECAILIST M/S.NATIONAL PHYSICAL LABORATORY HAMPTON ROAD, TEDDINGTON, TW 11 0LW-, United Kingdom	Tel: 020 8943 7034 Fax: 020 8614 0482 email: robert.brandon@npl.co.uk

SECTION – I

SCOPE OF WORK

Details of Cargo:

Tentative Readiness of cargo	No. of Pkgs.	Gross Wt. In kg
Ready at BHEL/Chennai	BOX dimension (cm): 37 X 28 X 33 BOX Net weight = 31 Kg Gross WEIGHT = 45 Kg.	45 Kgs

Load Port: Chennai air port

Discharge / Destination Port: Door Delivery at Supplier Works for Export

Details of Work:

1. To contact BHEL/Chennai 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 in India.
4. Safe discharge of cargo at destination airport & deliver the cargo to consignee on door delivery basis.

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

SPECIAL INSTRUCTIONS

1. 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.**

2. **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> .**

3. 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 excel sheet online on E-tendering portal of BHEL at web address <https://eprocurebhel.co.in/nicgep/app> latest by **09-08-2021**, 1400 Hrs. The techno commercial offers shall be opened on 09-08-2021 @1500 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 09-08-2021 at 1500 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 in 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.

General

Technical bids of offers received up to 14:00 Hrs. on 09-08-2021 will be opened at 1500 Hrs. on 09-08-2021 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 BHEL/Chennai and receive the cargo.
2. Cargo should be air lifted from Chennai Airport within 3 days from the date the cargo is collected from BHEL/Chennai. 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.
3. 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.
4. 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 discharge of cargo at the port of destination. For all such services, all charges shall be borne by the Air Console Agents.
5. The contractor shall arrange to deliver the cargo to Consignee on door delivery basis.
6. Fumigation of cargo, if required at load/destination ports, is to be done by the contractor.
7. 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.
8. The successful bidder will be required to provide the names and address of their offices or names and address of the offices of associates at the Discharge Port and in Chennai.

PAYMENT TERMS

- 1 For air export, 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 issue of airway bill at the Port of loading.
- 2 Payment of the Contract value in Indian Rupees will be made by BHEL, ROD, and after adjustment of penalty, if any, for export, subsequent to safe delivery of cargo to the consignee.
- 3 Payment will be made within ten 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 in case of variation of dimensions from the dimensions given in tender, else the chargeable wt. given in the technical bid will be considered.

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 The Contractor shall arrange for insuring the material(s) 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 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: INR 2040/-

14.1 **EMD of INR 2040/-** (Indian Rupees Two thousand and forty 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."

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.

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.

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

14.6 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

MSME 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 within 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:

Name of planned airlines for airlifting:

Terms of Shipment: Door Delivery at Supplier Works for Export

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	Charges for air export of 01 box with Delivery Terms as Door Delivery at Supplier Works for Export	

Note

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

Re-import Customs duty, if any applicable, will be borne by BHEL.

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,

Export Tender No. RE/CHE/EXP/I-2109

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 one month 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