



**BHARAT HEAVY ELECTRICALS LIMITED**

Regional Operations Division

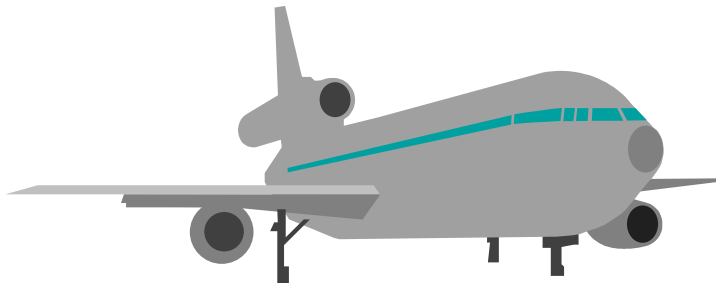
14/15<sup>th</sup> Floor, Centre - I

World Trade Centre

Cuffe Parade, Mumbai – 400 005

**RE/MUM/IMP/AC/IA-2207**

**TENDER FOR RATE CONTRACT FOR  
AIR FREIGHTING FROM VARIOUS OVERSEA LOCATION  
TO MUMBAI AIRPORT**



**LAST DATE OF SUBMISSION OF TENDER: 27.05.2022 (1500 HRS)**

To

M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

BHEL, a Govt. of India Undertaking, is one of the largest Engineering and Manufacturing Enterprise in India catering to core sectors of the Indian economy viz Power Generation & transmission, Industry, Transportation, Renewable Energy and Defense etc.

BHEL imports air cargo from various load ports to Mumbai Airport under FOB, FCA and EXW incoterms. To achieve the same, tender on e-Procurement platform at <https://eprocurebhel.co.in> is invited from **AEO/LO accredited** Air Freight Forwarders for the air freight forwarding activities for a period of **4 months**. **Services of only one Air Freight Forwarder** will be considered for engagement.

The tender comprises of

Sr No	Description	Section
1	General Information and Scope of Work	I
2	Instructions to Bidders	II
3	Special conditions	III
4	Techno Commercial conditions	IV
5	General Terms and Conditions	V
6	Price BID	VI
7	Letter of Compliance	VII
8	Application Form of Bidder	VIII
9	Electronic Fund Transfers Details for Payments	Annexure-2
10	Request format for pickup of cargo from units	Annexure-3
11	List of unit coordinator	Annexure-4
12	Status Report of Shipments	Annexure-5
13	Air Freight Rate for General cargo Shipment from load port to <u>Mumbai</u> Airport.	Annexure-A
14	Rates for General Cargo Shipment from Overseas to <u>Mumbai</u> Airport.	Annexure-B
15	load pattern of last year 2021-22	Annexure-D
16	Format if several bills are submitted in lot	Annexure-E

## Section -1

### General Information

<b>Name and Contact Details of the Person for Queries in the Tender</b>	1] Amit Kumar, Dy Manager Phone: 8709027640 <a href="mailto:amitkumar.s@bhel.in">amitkumar.s@bhel.in</a> 1]Mrs. Asa M Angelina Khalkho, Dy. Manager Phone: 022-22171376, Mobile: 9997092528, <a href="mailto:asamanin@bhel.in">asamanin@bhel.in</a> , 2] Mr. Sanjeev Shikhare, AGM (MS) Ph: 022-22171301, <a href="mailto:rodsds@bhel.in">rodsds@bhel.in</a>
<b>EMD Amount</b>	<b>Rs.88,605/-</b>
<b>Time Limit for EMD Submission</b>	15:00 Hrs on 27.05.2022
<b>Last Date of Submission of the Tender through e-Procurement system</b>	<b>27.05.2022, 1500Hrs.</b>
<b>Tender Opening Date</b>	27.05.2022 1515 Hrs.

#### **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. This tender will be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.
  3. For support regarding e-tendering system, bidders may contact following:  
R Inchara phone no: 8553226267, email: [inchinchu@gmail.com](mailto:inchinchu@gmail.com)
  4. Bidder registration is for free and the procedures are provided in the portal.  
<https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page>
  5. The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class – III, SHA 2, 2048 BIT – Signing and Encryption) and bidders are requested to procure the same immediately if not available with them. Please note that only with DSC of above mentioned specification, the interested bidder will be able to login the e-procurement secured site and take part in the tendering process.
  6. **Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.**
- 1) **EMD:** The EMD to be submitted through NEFT/RTGS only. The fund may be transferred to the following account. (Refer Section IV,CI 21)

#### **BHEL Bank Account details:**

NAME: Bharat Heavy Electricals Limited

Bank & Branch: State Bank of India, Cuffe Parade Branch, Account No: 10783155482, IFSC Code: SBIN0005345

EMD must be deposited latest by **15:00 Hrs** on the day of Tender Submission Date.

The offers without EMD will not be considered for evaluation. UTR details shall be furnished vide email before opening of tender. NO hard copy DD shall be accepted.

(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.

(III) Tender will be finalized through Reverse Auction

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

## SCOPE OF WORK

BHEL an Authorized economic operator(AEO) intends to appoint a Contractor for Airfreighting of various cargoes for period of 4 Months. BHEL imports various kinds of cargo by air from overseas to Mumbai Airport for its Divisions/Units/Offices etc. situated all over India. 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.

Contractor will accept booking for each shipment through BHEL manufacturing subject to its intimation BHEL ROD office. **In no case, contractor's foreign agent shall accept goods or place booking directly on the basis of BHEL's Supplier intimation/communication without the knowledge of Contractor/ BHEL manufacturing units and BHEL ROD Mumbai. No charges of storage etc. shall be payable by BHEL in case cargo is accepted directly from supplier without any intimation to BHEL.**

### SCOPE OF WORK:

1. Manufacturing unit will provide the details of packages/cargo along with supplier contacts to the contractor in specific format as given at Annexure-3
2. Contractor to get a copy of relevant Purchase Order from BHEL. The Contractor or his overseas agent shall be responsible to contact the Foreign Suppliers/shipper on whom the purchase order/s have been placed by BHEL and receive the cargo, invoice and packing list from supplier. Proper receipt should be issued to supplier and copy of the receipt should be provided along with the Pre-Alert.
3. Contractor/his agent 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.
4. Contractor to ensure the following before airlifting the cargo: -
  - All work to be carried out as per Inco-terms mentioned in the BHEL's PO on supplier.
  - Supplier's Invoice is in line with the PO. There is no discrepancy in item value's etc.
  - Packing list has details of weight, type, dimensions, UOM, No. of packages. There should be no discrepancy in AWB w.r.t details of packing list.
  - Warehouse receipt issued and given with pre-Alert should co-relate with the pre-Alert either by supplier PO no or invoice no. If there are multiple invoices all invoice should be mentioned in warehouse receipt.
5. Contractor shall ensure that PO no and invoice no appears in the AWB to enable us faster clearance at discharge port. Dimensions and weight of each package should be mentioned on AWB.
6. To keep respective coordinating BHEL office (Refer Annexure-4) posted with all information regarding the readiness of the cargo for dispatch, expected date of pick up/ dispatch and other relevant matters.
7. After receiving the cargo from the foreign suppliers, contractor /their overseas agents will arrange air freighting to the Mumbai Airport by the earliest available flight, preparing separate House Airway Bills in respect of each consignment.
8. The contractor to ensure that their overseas agents should prepare House Airway Bill, after collecting of **documents** viz. PO Copy, Invoice copy, packing lists etc. from suppliers and arrange to execute all activities for dispatch.
9. 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 CC 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 in Mumbai. All the charges towards all such services shall be borne by the Contractor. In case of delay/ change in flight, the same shall be informed immediately with updated flight details, revised documents (if applicable) and expected arrival date.
10. **Pre-Alert documents:** The Contractor should send scanned documents by email i.e. AWB, Invoice, Packing List, country of origin along with freight and CC charges and exchange rate with date etc. to concerned BHEL ROD/ BHEL Airport office/units as the case may be, immediately on booking the cargo at Load port. The Pre-alert should be received before at least 48 hrs of arrival of flight.

11. 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.
12. A Soft copy of full set of documents for BHEL Airport Office within **12 hours** of flight arrival to be shared to email address : [msair@bhel.in](mailto:msair@bhel.in) and respective manufacturing coordination group as per Annexure-4
13. **Original set** will be the Banker's set and that has to be handed over to supplier for LC negotiation or otherwise.
14. **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, 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.
15. **PERIOD OF CONTRACT:** The period of contract will be 4 months from date of LOA.
16. The Contractor shall immediately intimate any change in the address of the Offices and its agent during the period of Contract.
17. No cargo will be accepted in case supplier is not able to provide dimension and weights of packages.
18. **Chargeable weight calculation:** For the purpose of calculating the airfreight, the following shall apply: -
  - (i) 6000 cubic centimeters shall be deemed to equal one kilogram (L (cm) x W (cm) x H(cm) /6000 = Volume weight in Kgs.)
  - (ii) Freight rates shall be applied on **Chargeable weight i.e** the actual weight (Gross weight) or the Volume weight whichever is greater.
  - (iii) Fraction of kilogram or unit shall be rounded to the next higher half-kilogram or unit.
19. **Determination of Weight Slab:**
  - 19.1. Freight is payable on the basis of chargeable weight (Gross weight or Volume weight whichever is higher) as per the dimensions in the HAWB.
  - 19.2. 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.
  - 19.3. 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.
  - 19.4. 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).
  - 19.5. Following example show slab calculation:
 

**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 +(535600X3) = 2666376 cubic centimeters, Total volume weight = 2666376 / 6000 = 444.396kgs  
 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) so the cargo will fall in **slab 5**

**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 centimeters, Total volume weight = 6853500 / 6000 = 1142.25kgs  
 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 which fall in **slab 6**

**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 X 2) + (0.63 X 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 which fall in **slab 5**
20. **Shipment of Dangerous(DGR) Cargo:** not included in this contract.
21. **Shipment of Radioactive Cargo:** not included in this contract.

22. **Shipment of Defense Cargo:** not included in this contract.
23. **Shipment of ODC Cargo:** not included in this contract.
24. **Shipment of Non Stackable Cargo:** Non Stackable cargo not included in this contract.
- 24.1. **X-ray /Screening charges & Airport Transfer fees:** This fees shall be considered for payment for all shipments other than FOB shipments.

24.2. **Payment and billing:**

24.2.1. Payment of Air freight and other charges shall be paid strictly as per incoterms mention in the BHEL Purchase order.

24.2.2. **Total cost per shipment that will be paid by BHEL to contractor and its transit time:**

Sn.	Incoterm as mentioned in P.O. issued by BHEL	Air Freight (Schedule A)	Inland transportation charges (Schedule B)	Origin Charges (Schedule B)	Destination Charges (Schedule B)
1	FOB (Airport) as per price schedule	Payable	Not Payable	Not Payable	Payable
2	FCA (Airport) as per price schedule	Payable	Not Payable	Payable	Payable
4	Ex-works	Payable	Payable	Payable	Payable

Sn.	BHEL PO incoterm	Types of Cost payable to contractor by BHEL as per this tender for General cargo	Total Transit Time
1	2	3	4
A	FOB (Airport) as per Price schedule	1] Air freight as per the weight slab as per Price Schedule A +2] Destination charges as per Price Schedule B	7 days
B	FCA Airport as per Price schedule	1] Air freight as per the weight slab as per Price Schedule A +2] Origin Charges as per Price Schedule B +3] Destination charges as per Price Schedule B	7 days
C	Ex-works	1] Air freight as per the weight slab as per Price Schedule A + 2] Inland transportation charges as per Price Schedule B + 3] Origin Charges as per Price Schedule B + 4] Destination charges as per Price Schedule B	9 days

**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, ROD (GSTN-27AAACB4146P1ZF).**

25. **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 **one month** from the date of expiry or early termination of the contract. BHEL reserves the right to review the case for payments as deemed fit after the period of **one month**.
26. **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 Airport as soon as LOA is placed.
27. **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.
28. **Loss of Cargo:** In case of loss of cargo, Contractor shall immediately take all appropriate measures viz. intimation of loss to BHEL/Underwriter, arrange for short landing certificate/non-delivery certificate, file FIR at the Port of Origin/destination (as applicable), furnishing relevant documents etc for enabling BHEL to lodge insurance claims with the underwriters. In case the contractor fails to perform as above due to which BHEL is not able to lodge claim with the underwriter within the prescribed time frame or fails to furnish all the documents as required by the underwriters, they will be held fully responsible for the loss and BHEL reserves the right to make good such losses from the contractor.
29. 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 the system verified / passed for payments.

30. Any non-specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in the scope of work at no additional cost to BHEL.
31. Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs.
32. Detailed Instructions, terms and conditions are covered in Section II, III, and IV & V of this Tender document. Bidders are requested to carefully read these sections.

**SIGNATURE AND SEAL OF TENDERER**

**SECTION II**  
**INSTRUCTIONS TO BIDDERS**

1. Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <https://eprocurebhel.co.in>
2. **Bidders are advised to go through the tender document fully before filling up the format for Techno-commercial Section and Price bid Section**
3. The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
4. **The price offer is to be submitted online on E-Tendering Portal at the web address mentioned above.**
5. The offers shall be kept valid for a period of 60 days from the date of opening of the tender.
6. The bidder must submit the total offer and the details desired therein. The offers which are not complete or mentioning "shall be furnished later" will be rejected.
7. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. It shall be responsibility of the contractor that their agents ensure proper working of the offers in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
8. No modifications to the work contained in the items will be allowed. Offers other than in prescribed formats will not be accepted under any circumstances.
9. No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be submitted along with offer. Any such clarification/modification if submitted will be totally ignored and such bids will be rejected.
10. Any request from the bidders in respect of additions, alternations, modifications, corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.
11. The acceptance of tender shall be intimated to the successful bidder through a Letter of Award (LOA). The contractor shall be required to submit security deposit as per the Tender document, within one week from LOA which should be valid up to **six months** after the expiry of the contract period as specified in the Letter of Award. In the event of failure on the part of the contractor to furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the acceptance of his Letter of Award may be considered as withdrawn and suitable action will be taken as per company policy.
12. BHEL reserves the right to reject any bid/all bids without assigning any reason whatsoever at any stage of the tender process.
13. **Evaluation Criteria**
  - A. Offers of Parties meeting techno commercial requirements will only be considered for Price bid opening.
  - B. The Tender will be finalized through Reverse Auction only as per BHEL Reverse Auction guidelines. Bidders who are technically not qualified will not be allowed to participate in the reverse auction.
  - C. Offers of those bidders either whose performance is not satisfactory with BHEL in last ONE year or Risk purchase has been initiated/operated by BHEL in last one years, shall not be considered for evaluation. Also offers of those bidders who are sister concern/partners/ subsidiary/Co subsidiaries or group companies of such companies whose performance with BHEL is not satisfactory shall not be considered for evaluation.
  - D. The date and time of reverse auction will be intimated in advance to the technically qualified bidders.
  - E. Offers shall be evaluated based on lowest percentage of BHEL total price offered in the Price Schedule A & B
  - F. Percentage offered by L1 bidder shall be uniformly applied to BHEL Price Scheduled A & B (except Destination Charges). Destination charges has been kept fixed as 2/KG subject to a minimum Rs 4500/-. (I.e. 2/KG or Rs 4500/- whichever is higher).
  - G. No modification is allowed in BHEL Price Schedule A & B.

#### **14. Instruction for MSE suppliers (Micro and Small Enterprises):**

MSE suppliers: The bidder to be a Micro and Small Enterprises (MSE) bidder registered as per MSE act. As per the public procurement policy notified by the Central government.

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity, along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before price bid opening. If the tender is to be submitted through E-procurement, then the documents above required Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "

Copy of valid Udyam Registration certificate will also be considered for MSMEs. In case any improper / lack of documents is there bidder on their own interest may submit all the relevant documents as stated above, before price bid opening.

##### **Definitions of MSEs owned by Women is under:**

- i. In case of proprietorship firm, proprietor must be woman.
- ii. In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by women promoters.

##### **Definitions of MSEs owned by SC/ST is under:**

- i. In case of proprietorship firm, proprietor must be SC/ST.
- ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters
- iv. 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.
- v. 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.
- vi. Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
- vii. Revenue Officer not below the rank of tahsildar.
- viii. Sub-Divisional officer of the area where the individual and/ or his family normally resides.
- ix. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

For MSE bidders getting award, payment for MSE Indigenous eligible bidders will be as per MSMED Act 2007 subject to fulfillment of above procedure.

Note: bidder need to go through Special conditions tender also for any special instruction & deviation from above.

**SIGNATURE AND SEAL OF TENDERER**

**SECTION –III**  
**SPECIAL CONDITIONS**

- 1.1 TRANSIT TIME:**
- 1.2** Total Transit time permitted as per the schedule provided in scope of work.
- 1.3** **Start of Transit time** will be date Cargo Handover/pick up date or document Handover date whichever is later and as per the incoterms of PO.
- 1.4** **End of Transit time** will be the date of final IGM (inward date) at Mumbai Airport.
- 1.5** **Example:** If material is handed over/ Pick up on the 5<sup>th</sup> of the month and reaches Mumbai airport with IGM Inward on the 15<sup>th</sup> of the same month then no. of transit days is equal to 15-5 = 10 days.
- 1.6** **Transit Penalty:** 1 % of total airfreight charges shall be deducted for every day of delay in transit up to a **maximum of 10% total airfreight charges**. 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. A separate GST invoice will be raised by BHEL for the same.
- 1.7** **Penalty for part shipment:** In case the contractor ships the cargo in more than one lot then the warehouse charges, customs penalty etc. at discharge port incurred till the arrival of last package in the same AWB shall be recovered from the contractor.
- 1.8** **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 12 hours prior to the arrival of the aircraft (including Sundays and holidays). **Online DO to be issued same day of flight arrival. IGM to be filed prior to arrival of the flight.**  
If Contractor fails to deliver the documents as above, the penalty/interest/demurrage/additional warehouse charges incurred by BHEL on account of such delay shall be recovered from the Contractor
- 1.9** **Penalty for late Pre-alert:** Pre-alert shall be given by the contractor 48 hrs before the arrival of flight at Mumbai airport. Airport demurrage/warehouse charges/custom penalty/Interest on custom duty incurred due to delay in Pre-alert shall be recovered from the contractor.
- 1.10** **Penalty for insufficient/Incorrect documents:** If the contractor delays to submit the required documents as intimated by unit/Port ROD (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.
- 2.0** 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.
- 3.0** **Change in business/load pattern:** The country wise load pattern given is tentative which will be used for evaluation of the tender. The actual load pattern to be followed under the contract may, however differ. **BHEL does not guarantee the load or the 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. The **load pattern of last year 2021-22** is indicated in **Annexure-D**.
- 4.0 PRICES & PAYMENT TERMS:**
- a. 100% payment of the charges will be made in INR by BHEL by NEFT / RTGS against the bill submitted with all documents as per payment terms.
  - b. Reimbursement of charges paid by the forwarder like Terminal charges, storage, repairs of package etc. will be made against submission of proper and correct GST invoices and bills along with applicable tariff, within 30 days of receipt of such bills. Invoices if issued in the name of BHEL will have to be submitted in original with correct GST nos. for claiming the reimbursement.

- c. Bidders should quote in Prescribed Price Bid Format only. Prices are to be quoted by bidders inclusive of all taxes, duties, levies and all other charges except GST. Applicable GST shall be payable extra.
  - d. **All bills are to be in the name of BHEL, ROD with GSTN-27AAACB4146P1ZF.**
  - e. 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 / GST TDS** and/or any other levies at the prescribed rates.
  - f. All the bills should be submitted in duplicate i.e one original and one copy. In addition, one scan copy bill is also to be shared by email. Freight Invoice should mention PO No. and AWB No.
  - g. The documents to be submitted along with bills in duplicate are as follows:
    - a. Cargo arrival notice (having flight Number, arrival date & time)
    - b. ICEGATE IGM print/copy.
    - c. Signed copy of eHAWB/HAWB. HAWB should mention BHEL Unit PO No. and dimensions.
    - d. Copy of Suppliers invoice and packing list,
    - e. Master airway bill / cargo manifest (as and when required).
    - f. Proof of material handover date/pickup in country of load port.
    - g. Following documents shall be valid Proof of cargo handover date in country of origin for below INCO terms:
      - 1) FCA- warehouse receipt or Email of load port agent 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 or warehouse receipt acknowledging pick date or any other document mentioned pick up date duly stamped and signed.
      - 4) FCA named place/ country - Email of load port agent of contractor regarding pick up date of cargo with copy to supplier or warehouse receipt acknowledging pick date or any other document mentioned pick up date duly stamped and signed. In case of FCA any named place or FCA country (eg. FCA Germany, FCA Meyzieu (France)), the Term of Delivery to be treated as Ex-Works.
      - 5) Besides above mentioned proofs, any other documents may also be provided with consent of BHEL.
    - h. PO copy of supplier.
    - i. If several bills are submitted in lot, then lot will be submitted with covering letter having summary data of enclosed bills in format as attached in **Annexure-E**. 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.
5. **Service during post contract period:** It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (inclusive of extended period, if any) for **2 months** or till alternate arrangements are made, whichever is earlier.
6. **The order will be placed only one party due operational exigency / efficiency.**

**SECTION IV**

**FORMAT FOR TECHNO- COMMERCIAL BID**

Sn.	Description	Remarks
<b>I</b>	<b>Qualification Criteria</b>	
(a)	Bidder must have an average annual turnover not less than Rs 13.30 Lacs for the last 3 years. (i.e. average for year 2018-19, 2019-20 & 2020-21).	Copy of audited financial statements with P & L to be submitted.
(b)	Bidders must submit proof of having successfully executed Logistics contract inclusive of <b>international air freight</b> in last 7 years (ending last day of month previous to the one in which the tender was due for opening) as per following (i) Three contracts of value not less than Rs 17.72 lacs each OR (ii) Two contracts of value not less than Rs 22.15 Lacs each OR (iii) One Contract of value not less than Rs 35.44 Lacs  NOTES: Details of the customer with email, contact details and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.	<b>Copies of contract / work order with satisfactory completion certificate of the work executed or completed from customer must be attached</b>
(d)	Bidder should have office in Mumbai	Electricity Bill/ Telephone Bill/ Rent agreement or any other document verifying the same.
(e)	To have valid IATA certificate of bidder	Copy of valid IATA certificate to be submitted.
(f)	To Have valid AEO/LO certificate from Customs in the name of bidder.	Self-attested copy of certificate to be submitted.
(g)	PAN CARD of the company, GST registration Certificate of the company	Copy to be submitted.
(h)	Letter of authorization for signatories to act on behalf of the company.	An power of attorney indicating that the person signing the IPA is duly authorized by the company/firm
(i)	The Bidder should not have been banned/Suspended for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank as on date of publication of NIT.	A self-certification should be submitted by the bidder indicating compliances <b>Date to be mentioned on the certificate</b>
(j)	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	A self-certification should be submitted by the bidder indicating compliances <b>Date to be mentioned on the certificate</b>
<b>II</b>	<b>Technical Requirement</b>	
1.	<b>EARNEST MONEY DEPOSIT/ Valid MSE Certificate:</b> The Bidders, shall submit tenders with interest free EMD as per tender conditions.	NEFT details to be provided here.
2.	<b>CONTACT DETAILS:</b> Name & Address of the company along with contact details of Owner, Chairman, MD, CEO and directors.	Details to be Provided
3.	<b>PAYMENT TERMS:</b> As Specified in the tender.	Agreed
4.	<b>INDEMNITY:</b> As Specified in the tender.	Agreed
5.	<b>VALIDITY:</b> The period of contract will be for 4 months from date of LOA.  It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even	Agreed

	beyond contract period (inclusive of extended period, if any) for <b>2 months</b> or till alternate arrangements are made, whichever is earlier.	
6.	<b>RISK PURCHASE:</b> As Specified in the tender.	Agreed
7.	<b>SCOPE OF WORK :</b> We have understood the scope of work and special conditions.	Agreed
8.	<b>DEAD FREIGHT:</b> Dead freight/Any Airlines penalties /or Equivalent charges shall not be payable by BHEL, in any circumstances. Onus for co-ordination and timely movement of goods rests solely with the contractor.	Agreed
9.	<b>GST</b> will be paid separately. GST elements shall be shown separately in the invoice. <b>GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor</b>	Agreed
10.	<b>PENALTY FOR TRANSIT TIME:</b> As Specified in the tender	Agreed
11.	<b>EVALUATION CRITERIA:</b> We have understood the evaluation criteria.	Agreed
12.	Electronic Clearing Service Credit clearing/ RTGS/ NEFT Mandate Form certified from Bank.	To be provided
13.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly and corrigendum (if any) signed and stamped on each page is to be submitted.	To be provided
14.	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be submitted	To be provided
15.	All payments will be made as per actual cargo being handled	Agreed
16.	<b>The order will be placed only one party due operational exigency / efficiency.</b>	Agreed
17.	If at any point of time it is found that the details furnished by the contractor are not correct then BHEL reserves the right to cancel the contract, forfeit security deposit and initiate risk purchase	Agreed
18.	<b>Submission of Security Deposit:</b> 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 (SB/ 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 as per terms defined in NIT I contract, from the bills along with due interest.	Agreed

SIGNATURE AND SEAL OF BIDDER

**SECTION V**  
**GENERAL TERMS AND CONDITIONS**

The following terms shall have the meaning hereby assigned to them except where the context requires otherwise: -

**1.0 GENERAL TERMS & CONDITIONS:**

- 1.1 "COMPANY" shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "AIR Freight Forwarder" where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.4 "**CONTRACT**" or "**CONTRACT DOCUMENT**" shall mean and include the agreement if any, the work order, the LOA, the accepted Price Schedule A & B, General Terms and Conditions of Contract, Scope of work & Special Conditions of Contract, Instructions to Bidder, and Special Specifications (if any).
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL.
- 1.6 "**TENDER SPECIFICATIONS**" shall mean the Scope of Work, Special Instructions / Conditions, Techno-commercial specifications/requirements, price schedule A and B, and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "**APPROVED**" "**DIRECTED**" or "**INSTRUCTED**" shall mean approved, directed or instructed by BHEL.
- 1.8 "**VALIDITY OF THE CONTRACT**" The rates finalized in the contract to be valid till all the activities in the scope of work is completed.
- 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.
- 1.10 **PROJECT CARGO:** Shall mean any cargo comprising of equipment, fabricated items, and components of the manufactured equipment / system of: Mechanical, Electrical, Instrumentation & Control, Electronics, Metal structures / pipes, Large/ Heavy Engineering machinery, transformer oil, Resins, insulation material , hardeners etc or a mix thereof, Items used in power plants, transported as a containerized shipment and breakbulk shipment during the course of national or international transportation or exportation-importation.
- 1.11 "**Ton**" means one metric Ton of 1,000 kilograms or one cubic meter.
- 1.12 **FREIGHT TON (FRT):** Shall mean Cargo weight in Metric Tonne or volume in cubic meter whichever is greater.
- 1.13 **LOT:** Supplies which are shipped on single voyage/Flight of each vessel/Barge/Aircraft.
- 1.14 **ODC:** Any single dimension of a package that is beyond size **318 cm (L) x 225cm (w) x 163cm (H)** will be treated as ODC.
- 2.0 **Issue of Notice:** The Contractor shall furnish the name, designation and addresses of his authorized agents/associates at all the Destination 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:** The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOA 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 **Discrepancy and Contradiction**

- 4.1** The several documents forming the contract are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.
- 4.2** In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, UNIT HEAD-ROD BHEL or his authorized representative shall be the deciding authority with regard to intention of the contract.
- 5.0 Arrangement of Carrier/Airlines:**
- 5.1** The Bidder shall book the carrier as indicated in the LOA/Work order/Contract without delay. If the Bidder fails to do the same 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.
- 5.2** The Bidder shall also intimate BHEL supplier in writing about the documents required for loading of the cargo on the carrier. He will be responsible for examination of all the required documents before arrival of the carrier and any discrepancy in the same shall be attended to by the Bidder in time to ensure loading on the carrier arranged by the Bidder as per cl.5.1 above.
- 5.3** Contractor should use reputed carriers having good track records of timely delivery and as per Laws of India. The carriers should be a member of international air transport association and operates as per IATA rules and regulations.
- 6.0 License/Permission/Registration**
- 6.1** Wherever any Licence /Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such Licence/ Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The Bidder 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 Bidder. The vehicle/trailer shall not carry load in excess of the Gross Vehicle Weight as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Bidder shall be entertained by BHEL for any breach of the provisions/Acts or laws by the Bidder.
- 6.2** In case of Risk Purchase is enforced, The Bidder will hand over the clean cargo along with all related documents, NOC etc. without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.
- 6.3** It shall be the duty of the Bidder to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers/cargo. The Bidder shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 6.4** The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 6.5** No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.
- 7.0 Invoices, Payments and Taxes/Duties**
- 7.1** The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 7.2** All the Bills like Freight Bills, THC, etc must be in the name of BHEL, ROD Mumbai having GSTN as 27AAACB4146P1ZF.
- 7.3** If contractors invoice is not in the name of "BHEL, ROD Mumbai", the GST will not be reimbursed to the contractor as BHEL will not be in a position to avail GST credit.
- 7.4** Contractor should timely update output data in GST portal to enable BHEL to take input tax credit. GST of the contractor will be released only on correct reflection of the invoice and amount of GST portal.

- 7.5 Freight payments along with the other charges as per the contract rates or otherwise shall be made to the contractor in Indian Rupees only.
- 7.6 For the purpose of conversion, SBI TT Selling Exchange rate of every Monday of week of flight arrival 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 SBI TT Selling Exchange rate shall be considered for payment.
- 7.7 Freight bill shall contain the details of packages, weight and MBL number and other charges as per the contracted rates.
- 7.8 All taxes, charges and dues of carrier if any during execution of this contract shall be on Contractor's account both in load port and in the discharge port.
- 7.9 TDS / GST TDS as applicable will be deducted from contractor's bill.
- 7.10 All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable in India as well as in overseas are included in the quoted price. GST & applicable Cess, if any, in India will be payable extra.
- 7.11 If **any new tax** in India is introduced by Central/ State Govt, etc, and becomes directly applicable on items specified in the price bid, full reimbursements shall be made provided it becomes applicable on items specified in the price bid.
- 8.0 **TIME LIMIT FOR SUBMISSION OF BILLS:**
- 8.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (2) **Two 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.
- 8.2 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 **two month's** 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.
- 8.3 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.
- 9.0 **RISK PURCHASE:** BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.
- 9.1 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.
- 9.2 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.
- 9.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 9.4 In case if, Risk Purchase is enforced, the contractor will hand over the clean cargo along with all related documents, NOC etc. without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.
- 9.5 In case the initiation of the execution of contract is delayed beyond allowed transit time then the risk purchase clause shall be applicable with immediate effect without any notice from BHEL.
- 10.0 **Observance of Local Laws in India and Abroad:**

- 10.1 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 the law of the land.
- 10.2 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.
- 10.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.
- 10.4 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.
- 11.0 **Safety of Men, Equipment, Material & Environment:**
- 11.1 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.
- 11.2 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.
- 11.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 11.4 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.
- 12.0 **Insurance:**
- 12.1 BHEL shall arrange for insuring the cargo/consignment covering the risks during transit and material handling at port(s) as per incoterms.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 13.0 **Force Majeure:** The following shall amount to force majeure conditions: -
- 13.1 Acts of God, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- 13.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to BHEL within 14 days from the date of occurrence thereof.
- 13.3 The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to

an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

13.4 Force Majeure conditions will apply on both sides.

13.5 **The shipments have to be freighted in the prevailing situation of COVID 19. No condonation of delay/transit penalty on grounds of COVID 19 will be entertained. Shipments have to be done in its stipulated time frame in the existing conditions only.**

14.0 **PREVENTION OF CORRUPTION:**

14.1 Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.

14.2 BHEL shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favor or disfavor to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with BHEL.

15.0 **ARBITRATION & CONCILIATION**

15.1 **ARBITRATION:**

15.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Conciliation Clause herein below or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the ROD issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL ROD issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL ROD issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.

15.1.2 The Arbitrator shall pass a reasoned award.

15.1.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Mumbai. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 17.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

15.1.4 In case of Contract with Public Sector Enterprise (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 commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

- 15.1.5 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.
- 15.1.6 Notwithstanding the existence of 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 unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.
- 15.2 CONCILIATION:**  
If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. Note: 1) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2) Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- 15.3 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-C (will be shared by BHEL as and when required). The Annexure-C together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein.
- 15.4 The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Annexure-C from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure-C with effect from the date as intimated by BHEL to it.
- 16.0 **LAWS GOVERNING THE CONTRACT:** The contract shall be governed by the Indian Laws for the time being in force and only courts in Mumbai, India shall have jurisdiction over this contract.
- 17.0 **INDEMNITY:** The Contractor shall indemnify and keep BHEL indemnified against all losses, claims, demurrage, detention etc. arising out of any of his acts or out of the acts of his agents or associates or employees during the currency of the contract.
- 18.0 Security Deposit**
- 18.1 Successful bidder shall submit 5% of the total contract value as security deposit within **within the 05 working days (excluding bank holidays)** of issue of LOA for the contract.  
EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit
- 18.2 Security deposit may be made in any of the following ways:
- i) Only Electronic Fund Transfer in favor of BHEL
  - ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. List of Consortium Banks for issue of Bank Guarantee enclosed with the documents.
  - iii) 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)
  - iv) 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)
- (Note: 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)
- 18.2.1 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 18.2.2 In case of delay in submission of security deposit, enhanced security deposit which would include interest (SBI rate + 6%) for the **delayed period**, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered, from the bills along with due interest.

18.2.3 The security deposit shall not carry any interest. (Note: Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will be subject to hypothecation or endorsement on the documents in favour 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)

18.2.4 Securities / BG's shall be released after three **(3) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

### **19.0 Earnest Money Deposit**

19.1 The offers from the bidders shall enclose a EMD as per Techno Commercial Bid in any one of the following forms: Electronic Fund Transfer credited in BHEL bank account (before tender opening).

19.2 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

19.3 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract.

19.4 If the bidder declines to accept the LOA 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

19.5 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.

19.6 EMD of successful bidder will be adjusted towards part of the security deposit.

19.7 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.

19.8 EMD shall not carry any interest.

19.9 In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs. 20.0 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months. The Bank Guarantee furnished should be strictly as per BHEL Format.

19.10 Central/ State PSUs are exempted from submission of EMD.

### **20.0 Requirements of Performance.**

20.1 All the permissions and Clearances or any other relevant authorization/indemnities from/to competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident enroute and consequences thereof including legal complications, if any.

20.2 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.

20.3 The Contractor shall take all due care for protecting the consignments from rains/snow/ice/ 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 handling of cargo, he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.

20.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing escort /pilots (if necessary) shall be the responsibility of the Contractor at his own cost.

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

20.6 Whenever asked by company, all documents including AWB, delivery orders, payment invoices etc. will be submitted by contractor immediately not later than **three working days**, failing which appropriate action as deemed fit and recovery of the losses by the company will be done.

- 20.7 In the event of carrier or its owners being declared as bankrupt or insolvent or is liable to arrest and is unable to complete the voyage then it is contractor's responsibility to make alternate arrangements at his own risk and cost to take the custody of cargo and delivery the cargo at named discharges port and complete all contractual obligation as per the scope of work.
- 21.0 The Contractor must give minimum **2-month** notice in writing if he wishes to discontinue the awarded work.
- 21.1 The contractor should ensure complete safety of the cargo handling operations at all times till cargo is brought to port for customs clearance and delivery.
- 22.0 **Short – Landed or Damaged Goods:**
- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.
- 22.5 Contractor has to confirm the Invoice and packing list with the manufacturing unit before pick up to ascertain the number packages and value is tallying as per PO.
- 22.6 Contractor has to ensure that dimensions of all packages handed over by supplier are available in packing list and same has to be mentioned on the AWB and AWB has to be confirmed by supplier before export of cargo from origin country.
- 21.0 Subletting Not Allowed**
- 21.1 The contractor shall not sublet, transfer, or assign the contract or any part thereof. In case the contractor contravenes this condition, BHEL shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him. All details to be in line with tender provisions.
- 21.2 The contractor shall not split or transfer to any other party any part of the contract during the execution of the contract.
- 23.0 **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.
- 24.0 **Letter of Award:** The acceptance of tender shall be intimated to the successful bidder through a Letter of Award (LOA). Such Bidder shall be required to furnish security deposit, within 03 days of the issue of LOA, as per tender terms. In the event of failure on the part of the Bidder to accept the LOA or furnish

- the security deposit within the specified time, his Letter of Award may be considered for withdrawal under forfeiture of EMD and suitable action will be taken as per company policy.
- 25.0 **Liquidation:** In the event of the Contractor going in to liquidation or winding up the business or making arrangements with a third party, the company shall have the right to terminate the contract forthwith. In case any of the partners of the Contractor become insolvent or otherwise disowns the contract, the same shall automatically stand terminated. The company reserves the right to claim from the Contractor any cost and expenses or consequential loss that may have incurred.
- 25.0 **Guidelines for suspension of business dealings with suppliers/ contractor's: The contractor will be binding to the** "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at bhel website [www.bhel.com](http://www.bhel.com). **The link for the same is available at** <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>
- 26.0 **BHEL Fraud prevention policy:** The bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 27.0 **Reverse Auction :** For detailed information regarding reverse Auction procedure, please refer BHEL Reverse auction Policy available at <https://www.bhel.com/guidelines-reverse-auction-2021>
- 28.0 **FLASH RATE/ADDITIONAL CHARGES** shall not be applicable/payable under any circumstances.
- 29.0 **Verification of Documents:** BHEL reserves the right to verify any documents submitted by the Bidder. Any supporting documents in line with contract copy and completion certificate like invoices, packing list, Billing details in original may be asked and BHEL reserves the right to reject the bid if verification from customer/ or supporting documents is not forthcoming.
- 30.0 The bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- 31.0 **Confidentiality, Use of Contract Documents and Information**
- 31.1 Bidder shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance
- 31.2 Bidder shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract
- 31.3 Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.
- 32.0 **Integrity commitment, performance of the contract and punitive action thereof:**
- 32.1 **Commitment by BHEL:**
- 32.1.1 BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 32.2 **Commitment by Bidder/ Supplier/ contractor:**
- 32.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in

- any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- 32.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 32.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL
- 32.2.4 If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ Bidder as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.
- 33.0 E- Procurement:**
- 33.1 This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform website as given in the General Information table.
- 33.2 Neither the Organization (Bharat Heavy Electricals Ltd.) nor the eProcurement service provider (as given General Information table) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose.
- 34.0 Stacking and Tiltability of Cargo/Packages**
- 34.1 The cargo should be stacked as per usual shipping standard practices. However, if any specific stacking information required the same can be taken from supplier.
- 35.0 Status/Progress Reporting of the contract.**
- 35.1 The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the Contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
- 35.2 The daily reports shall clearly indicate the cargo status, carrier status, customs clearance status work force deployed, category-wise, specifying also the activities in which they are engaged etc.
- 35.3 Weekly progress review meetings will be held at any suitable location during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the Contractor shall present program of subsequent week. The Contractor shall constantly update/revise his work program to meet the overall requirement.
- 35.4 During execution Contractor shall take colour digital photograph on mobile and forward on whatsApp/email etc for each milestone every month/fortnight/week as applicable for all important activities of the works during progress and after reaching of consignment at major locations.
- 35.5 Successful contractor has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in Removable hard disk (as per requirement) and handed over to BHEL on monthly basis, if required.
- 35.6 The contractor shall be bound to report movement progresses of all shipments through electronic communication systems such as Mobile telephony/STD hones/Roaming cell phones, email, web based monitoring system or any other mode desired by BHEL at regular intervals.

Seal of the Company & Date

Signature & Name of Contractor

## **ABBREVIATIONS USED IN THE TENDER**

1. BHEL: Bharat Heavy electrical Limited
2. ROD: Regional Office Division
3. MUM: Mumbai
4. IEM: Independent External Monitor
5. EMD: Earnest Money Deposit
6. DGR: Dangerous goods
7. PO: Purchase order
8. HAWB: House Airway Bill
9. eHAWB: Electronic House Airway Bill
10. MAWB: Mater House Airway Bill
11. AWB: Airway Bill
12. IGM: Import General Manifest
13. INCOTERMS: International commercial Terms
14. PL: Packing List
15. ODC: Over dimension cargo
16. FOB: Free On Board
17. FCA: Free Carrier Alongside
18. FAS: Free along side
19. CC: charge collect
20. IATA: International Air Transport Association
21. TT: Telegraphic Transfer
22. DO: Delivery Order
23. LOA: Letter of Award
24. BG: Bank Guarantee
25. FDR: Fixed Deposit Receipt
26. GBP: Great Britain Pound
27. DKK: Danish Kroner
28. JPY: Japanese Yen
29. SGD: Singapore Dollar
30. CAD: Canadian Dollar
31. SFR: Swiss franc
32. AUD: Australian dollar
33. USD: US dollar
34. HKD: Hongkong Dollar
35. RTGS: Real time Gross Settlement
36. NEFT: National electronic Fund Transfer
37. GTC: General Terms and Conditions
38. CUR: Currency
39. AEO: Authorised Economic Operator
40. FRT: Freight Tons
41. UOM: Unit of Measurement
42. FC: Foreign Currency

**ANNEXURE A**

**Air Freight RATE (Per Kg) including CC Charge, FSC, SSC and WSC for Shipment from Load port to Mumbai Airport (F)**

Load port Code	country	CUR	Airport	Min	Slab 1	Slab 2	Slab 3	Slab 4	Slab 5	Slab 6
					<=50	51-100	101-200	201-500	501-1000	>1000
D01	UK	GBP	London ( Heathrow)	89.20	1.54	1.52	1.38	1.38	1.28	1.26
D02	UK	GBP	New Castle, Oxford, Bristol, Birmingham, East Midlands, Manchester, Leeds, Glasgow	77.33	1.85	1.59	1.51	1.43	1.33	1.31
D03	France	EURO	Paris (Roissy), Lyon, Orly, Nantes	137.33	3.12	3.07	2.26	2.14	2.06	1.90
D04	Sweden	EURO	Stockholm, Arlanda	170.00	3.81	3.36	3.12	2.86	2.86	2.71
D05	Sweden	EURO	Gothenburg	170.00	3.81	3.36	3.12	2.86	2.86	2.71
D06	Italy	EURO	Rome, Milan, Malpensa	110.00	2.30	2.02	1.63	1.78	1.72	1.72
D07	Italy	EURO	Turin, Bologna, Florence	120.00	2.38	2.10	1.71	1.86	1.80	1.80
D08	Netherlands	EURO	Amsterdam,	140.00	2.68	2.32	1.89	2.04	1.98	1.98
D09	Austria	EURO	Vienna, Linz, Graz	144.00	4.06	3.60	2.68	2.58	2.58	2.40
D10	Belgium	EURO	Antwerp, Brussels	138.00	4.04	3.56	3.06	2.88	2.88	2.66
D11	Denmark	DKK	Copenhagen	1576.00	34.08	30.16	22.20	20.58	20.58	19.53
D12	Japan	JPY	Tokyo, Osaka, Hanyu	8715.20	1576.00	729.33	710.67	656.00	646.40	616.00
D13	Singapore	SGD	Singapore	89.33	6.94	5.24	4.69	4.69	4.66	4.66
D14	Canada	CAD	Toronto	161.33	4.88	4.07	3.35	3.08	2.80	2.71
D15	Canada	CAD	Montreal	161.33	4.87	4.13	3.41	3.11	2.81	2.73
D16	USA	USD	New York, Boston, Portsmouth,	122.67	3.23	2.90	2.49	2.40	2.22	2.13
D17	USA	USD	Chicago	122.67	4.19	3.40	2.46	2.36	2.21	2.16
D18	USA	USD	San Francisco, Denver, Los Angeles	185.33	4.07	3.71	3.24	3.01	2.89	2.74
D19	USA	USD	Atlanta, Houston, Miami	169.33	5.47	4.61	3.81	3.57	3.33	3.11
D20	Germany	EURO	Munich, Koln, Dusseldorf, Hannover, Hamburg, Stuttgart, Darmstadt, Mannheim, Nuremberg, Bremerhaven, Hannover, Brilon, Berlin	97.33	1.71	1.71	1.51	1.46	1.43	1.42
D21	Germany	EURO	Frankfurt, Homberg	93.33	1.64	1.64	1.44	1.39	1.36	1.35
D22	Switzerland	SFR	Basle, Zurich, Genève, Bulle, Büchslen	136.00	3.18	3.18	2.69	2.26	2.38	2.29
D23	Spain	EURO	Barcelona	151.20	3.44	3.28	2.88	2.78	2.78	2.64
D24	Australia	AUD	Sydney, Melbourne, Perth	340.00	8.58	7.64	6.40	5.32	5.04	5.00
D25	Czech	EURO	Praha	196.00	3.68	2.80	2.34	2.20	2.12	1.96
D26	Hong Kong	HKD	Hong Kong, Kowloon	886.00	34.15	30.54	29.35	29.35	29.35	29.35
D27	Finland	EURO	Helsinki	116.00	3.18	3.08	2.17	2.08	1.91	1.87
D28	Ireland	EURO	Dublin	70.00	3.28	3.08	2.37	2.32	2.03	2.03
D29	China	USD	Shanghai,Zhangjiagang	160.00	6.52	5.28	5.07	4.93	4.45	4.29
D31	Korea Republic	USD	Seoul	126.00	6.66	5.42	4.91	4.87	4.87	4.83
D32	UAE	AED	Dubai	333.33	9.91	9.07	4.17	4.05	3.85	3.71

Package dimension UPTO 318(L)X225(W)X160(H) cm

ANNEXURE B

Sn	Name of Country	CUR	T		O			D
			Inland Transportation Charges for ExWorks & FCA named place		Origin Charges (Screening Charges, Airport Transfer fees etc)		Origin Charges (Handling, Airline, Documentation & Customs Clearance Charges etc)	Destination Charges (IGM Filing fee, ,DO charges,break bulk fees, Cartage etc )
			Min. Chrgs	Rate per kg	Min. Chrgs	Rate per kg	Consolidated Rate per AWB	Consolidated Per AWB in Rs
1	UK	GBP	58.40	0.34	26.87	0.17	47.13	2/KG SUBJECT TO A MINIMUM OF INR. 4500
2	Germany	EURO	76.40	0.41	36.27	0.24	45.73	
3	France	EURO	91.27	0.44	78.93	0.22	61.67	
4	Switzerland	SFR	98.60	0.62	88.80	0.39	98.00	
5	Netherlands	EURO	70.60	0.30	32.40	0.09	72.00	
6	Italy	EURO	74.40	0.25	56.40	0.13	69.80	
7	Sweden	EURO	76.70	0.47	52.60	0.11	91.20	
8	Austria	EURO	72.50	0.41	44.20	0.10	86.30	
9	Belgium	EURO	71.80	0.40	44.90	0.10	87.00	
10	Denmark	DKK	432.80	3.24	209.40	0.56	516.80	
11	Spain	EURO	64.10	0.37	37.90	0.09	81.40	
12	Czech Republic	EURO	105.90	0.31	40.80	0.18	88.40	
13	Finland	EURO	105.20	0.30	40.10	0.18	88.40	
14	Ireland	EURO	104.50	0.30	40.80	0.17	87.70	
15	USA	USD	100.67	0.53	64.07	0.26	61.47	
16	Japan	JPY	3197.87	64.80	2070.07	23.94	1984.67	
17	Singapore	SGD	73.87	0.25	47.40	0.16	45.93	
18	Canada	CAD	114.80	0.47	62.13	0.19	59.67	
19	Australia	AUD	129.30	0.51	45.50	0.19	122.10	
20	Hongkong	HKD	744.00	3.76	55.90	0.63	598.00	
21	China	USD	152.40	0.38	36.00	0.19	60.40	
22	Korea Republic	USD	85.90	0.35	39.00	0.17	96.20	
23	UAE	AED	430.67	0.66	198.03	0.44	424.00	

**SECTION VI**

**PRICE BID**

We are ready to do the work on following % of the BHEL Schedule rates as per the scope of work.  
(No decimal to be quoted)

<b>In Figures</b>	.....
<b>In Words</b>	.....

**% offered in figure column must match with words column however in case of any discrepancy, % quoted in words column will prevail.**

**Note:**

1. The % of 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.
2. BHEL Slab rates are exclusive of GST.
3. No individual slab rate discount is permitted.

**Example 1.**

If bidders quote's 110 %, each slab quoted rates will be 1.1 times BHEL slab rate

**Example 2.**

If bidders quote's 80 %, each slab quoted rates will be 0.80 times BHEL slab rate

**SECTION -VII**

**(Letter of compliance in Company's Letter Head)**

Ref No:

Date:

To,

M/s Bharat Heavy Electricals Limited,  
15<sup>th</sup> Floor, World Trade Centre-1,  
Cuffe Parade, Mumbai –5

**Sub: Your Tender no RE/MUM/IMP/AC/IA-2207**

Dear Sir,

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

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalising the Tender.

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions.

In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.

I/We agree to furnish any other information / produce any record for inspection as may be required by the competent authority or an officer duly authorized by the competent authority of Bharat Heavy electrical Limited.

I / We also give the undertaking that all the statutory acts, rules & regulations applicable to International Business and to central /state Govt. in load port and discharge port country are being and will be followed by us in course of our operations/ execution of the contract.

I/ We are aware and now conversant with site conditions / Weather conditions / Route feasibility to site/Local social issues/Local labor issues/Local political issues/ Geo-political situation/ Work Culture/ Weekly holidays/ festivals Holidays, etc both at load port and discharge port.

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.

I affirm that the particulars given are true to best of my knowledge and belief.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF BIDDER

**SECTION -VIII**  
**Application Form**  
**(TO BE FILLED AND SUBMITTED ON LETTER HEAD, DULY SIGNED AND STAMPED)**

1. i. Name & address of the Company :
  
- ii. Year of Establishment of Company :
2. Type of Ownership :  
**Proprietary** or Partnership or Private Limited  
or Public Limited or any other (specify).
3. Valid Registration Certificate like the :  
IATA/ CHA registration/AEO/Port registration etc  
(Provide registration no. &  
Self-certified Copy to be enclosed)
4. Certificate of Incorporation in respect of Ltd. Co. :  
(Provide date of incorporation & Self-certified Copy to be enclosed)
5. Partnership Deed in respect of Partnership Firms.:  
(Self-certified Copy to be enclosed)
6. Information on Party's Offices in India (Kolkatta)
  - 6.1 Office address :  
Telephone No / Mobile No. :  
Name of contact persons :  
Email IDs :
  - 6.2 Office is owned or rented :
7. FINANCIAL DETAILS: Latest Three Year Annual Report (if applicable)
8. Company details
  - a. PAN:
  - b. Bank Reference: (Details for Electronic Fund Transfers as per enclosed Annexure-2)
  - c. GST Registration Number:
9. Organizational Information:
  - a. Directors/Partners if related to any BHEL **employee**  
Name:  
Staff No.:  
Designation:  
Department:  
Relationship:
  - b. If any ex-BHEL personnel is employed by the party, mention his/her  
Details of last posting  
Name:  
Staff No.:  
Designation:  
Department:  
Relationship:
10. Details of CEO/ Proprietor:
  - a. Name:
  - b. Designation
  - c. Aadhar No
  - d. Email
  - e. Tel No:

f. Mobile

11. Details of authorized signatory:

- a. Name:
- b. Designation
- c. Aadhar No
- d. Email
- e. Tel No:
- f. Mobile

12. Details of Directors in case of Private Ltd; One-person company; Public Limited; and Partners in case of LLP/ LLP Firms/Proprietor in case of Proprietorship company. (If more than one Director attach separate sheet for each director)

- a. Name:
- b. Gender
- c. % of Share of Ownership
- d. % share in case women partners/ promoters
- e. SC/ST (Yes or No)
- f. PAN
- g. Aadhar No
- h. Email
- i. Tel No:
- j. Mobile

Whether Company is Micro/Small Enterprise (MSE) Category (Attach relevant documents) **Yes / No**

13. If Company is Micro/Small Enterprise (MSE) Category whether owned by SC/ST **Yes/No**

14. If Company is Micro/Small Enterprise (MSE) Category whether owned by Women **Yes/No**

a. If yes Percentage share of Women promoter/s / Partner/s :

15. Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Labourer's Act / Child Labour Act / Transporter board/ Customs and Port procedures and all other relevant Acts, Rules and Regulations of West Bengal, Govt. of India in course of their activities and whether they are being fully complied with. Also all handling equipment's are complying as per HSE compliance /OHSAS compliance. **Yes / No**

I/We give the undertaking that details given to M/s BHEL shall not be used in any way detrimental to the interest of BHEL and/or for supply of service directly or indirectly to any other customer. The information given in the above format is true to my knowledge and belief. If the above information is found false, our application is liable for rejection/cancellation of bid.

Seal of the Company & Date

Signature & Name of Contractor

**Note:**

- 1. The above application should be furnished in prescribed format only.
- 2. The filled up application has to be submitted along with the supporting documents, along with the tender.
- 3. Signing of the application form:

Type of firm	Who should sign the application form	Remarks
Govt. Of India Undertaking/State Govt. Undertaking	Person holding power of attorney	The power of attorney in original to be uploaded in the e_portal system.
Proprietorship	Proprietor	-
Partnership	The Partner holding power of attorney	The power of attorney in original to be uploaded in the e_portal system.
Limited Company	Persons holding Power of attorney	The power of attorney in original to be uploaded in the e_portal system.

(On company Letter Head)  
**Bank E-mandate letter**

(Refer clause 8b of the application form)

<b>Information of Bank Account of Company</b>	<b>Document to be submitted</b>
<p>The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer EFT/ RTGS) is to be submitted:</p> <ol style="list-style-type: none"> <li>1. Name of the Company</li> <li>2. Name of Bank</li> <li>3. Name of Bank Branch</li> <li>4. City / Place</li> <li>5. Account Number</li> <li>6. Account type</li> <li>7. IFSC code of the Bank Branch</li> <li>8. MICR Code of the Bank Branch</li> </ol>	<p>Information of Bank Account of the Company duly endorsed by Bank</p>

Signe of Authorized Signatory

Date:

Stamp & Seal

Note: The above will be used for release of EMD.

## Request format for pickup of cargo from units

<b>Sn.</b>	<b>Description</b>	<b>Details</b>
1	PO No	
2	Project Name	
3	Terms of Shipment as per PO	FOB/ FCA / EX-works
4	Supplier Contact Person Name	
5	Supplier Contact email	
6	Supplier Contact phone	
7	Expected date of Handing over of Cargo/Readiness	
8	LC opened (Y/ N)	
9	Part delivery/ Full delivery of PO	
10	Packing list /Dimension in Cm	
11	Gross weight of shipment	
12	No of packages ready for shipment:	
	Type of packages :	Wooden/ carton/ steel / cardboard etc
	Supplier confirms that package is :	Stackable
	Supplier confirms that package is :	Tiltable / Non tiltable
	Supplier confirms that package is :	Non Hazardous
12	Supplier confirms that package is :	Non-Radioactive cargo
13	Address of location of Cargo	
	Strike off wherever necessary.	
	Above details to be provided along with PO copy	
	We confirm that the above information is true and correct and details of which is received from supplier	Signature: Name & Designation Unit :

## List of unit coordinator

Sl. No.	Unit	Contact Person	Email	Phone No.
1	ROD Mumbai	Group Email	msair@bhel.in	<b>Refer General Info.</b>
2	Hyderabad	Mr Indrasena Ms Indu Vasavi	indra@bhel.in induav@bhel.in	9059191954 9912974130 040-23183213
3	Haridwar	Mr Rajneesh Rai	rk_rai@bhel.in	8859001986
4	CFFP Haridwar	Mr Anurag Kumar Kushwaha Mr Tushar Dave	anuragkk@bhel.in tdave@bhel.in	9412070548 9410395910
5	Bhopal	Mr A Mukherjee Mr Madhurendra Group Email	amukherjee@bhel.in madhurendra@bhel.in mmfe.bpl@bhel.in	0755-2503034/ 9425604981 8349386133
6	Jhansi	Mr C P Joshi Mr Sandeep Mor Mr Abhishek Choubey	cpjoshi@bhel.in; sandeepmor@bhel.in; achoubey@bhel.in	9489390294 9695489900 8004947903
7	R & D Hyderabad	Mr Vinay Kumar Malabanti	mkv@bhel.in	7893210313
8	Varanasi	Mr Shaureshwar Bharadwaj Mr Ritesh Kumar Srivastava	shaurya@bhel.in ritesh@bhel.in	9792875111 9839050562
9	Heavy Plates Varanasi	Mr C J Paul	cjpaul@bhel.in	8916681309
10	PSWR Nagpur	Mr ASHWIN C BHISIKAR Mr N Mahajan	ashwinbhisikar@bhel.in nmahajan@bhel.in	8390211885 8140450004
11	EDN Bangalore	Mr Manoj Kumar Mr Saurabh Niranjana	kmanojkumar@bhel.in; saurabhniranjana@bhel.in	9980678007 9406906039

## Status Report of Shipments

## Shipments under pick up but flight not booked

sn	Unit	PO No	Supplier Name	Terms of Despatch	Load Port	Booking Movement	MAWB	Flight ETA	Do release Dt
1	BANGALORE	4400031832	India Electronics Pte Ltd	EXW	SINGAPORE	23.10.2021: We received booking from BHEL, but awaiting correct shipper contact details. 09.11.2021 - 18.11.2021: Shipper details share for singapore whereas shipment belong to USA. 23.11.2021: We received correct PO and confirm AOL. 26.11.2021; Shipper confirm the shipment belong to mumbai airport. 29.11.2021: Cargo pick-up was done. 30.11.2021: Cargo arrived at agent warehouse and awaiting flight schedule. 02.12.2021: Said shipment booked on 9th Departure. 04.12.2021: Shipper club the Po no. 4000059727 with current shipment.			
3	HYDERABAD	R621P00035	SUNAG CORPORATION	FCA Atlanta	USA	10.11.2021: We received booking from agent. 12.11.2021: Awaiting confirmation from BHEL to proceed. 15.11.2021: We received confirmation to proceed with subject shipment. 29.11.2021: Warehouse details is shared with shipper.			
4	BHOPAL	1605E38	HYD&AU FLUID Service Comptabilité	FCA ROISSY	FRANCE	15.11.2021: We received nomination from consignee. 17.11.2021-22.11.2021: cargo is not ready with shipper and once its ready he will contact us. 30.11.2021: We received cargo readiness confirmation from shipper. 02.12.2021: Awaiting space confirmation from airlines.			

## Annexure –D

## Load Pattern for Year 2021-22 (4 months) (in KG)

Load port Code	Country	CUR	Airport	Estimate volume wise (Total weight in Kg)							TOTAL KG
				Min	Slab 1	Slab 2	Slab 3	Slab 4	Slab 5	Slab 6	
					<=50	51-100	101-200	201-500	501-1000	>1000	
D01	UK	GBP	London ( Heathrow)	104	0	95	0	0	0	0	199
D02	UK	GBP	New Castle, Oxford, Bristol, Birmingham, East Midlands, Manchester, Leeds, Glasgow	24.4	0	0	0	0	0	0	24.4
D03	France	EURO	Paris (Roissy), Lyon, Orly, Nantes	9.6	0	70	0	0	0	0	79.6
D04	Sweden	EURO	Stockholm, Arlanda								0
D05	Sweden	EURO	Gothenburg	0	0	62	0	0	0	0	62
D06	Italy	EURO	Rome, Milan, Malpensa	0.2	0	80	0	436	0	1193.4	1709.6
D07	Italy	EURO	Turin, Bologna, Florence								0
D08	Netherlands	EURO	Amsterdam,	55.7	0	0	128	268	0	0	451.7
D09	Austria	EURO	Vienna, Linz, Graz	0	39.3996	0	0	226	515	0	780.3996
D10	Belgium	EURO	Antwerp, Brussels	1	0	0	0	0	0	0	1
D11	Denmark	DKK	Copenhagen	1.3	0	0	0	0	0	0	1.3
D12	Japan	JPY	Tokyo, Osaka, Hanyu	0	0	0	0	0	860	0	860
D13	Singapore	SGD	Singapore	32.6	17.4	67.5	0	0	0	0	117.5
D14	Canada	CAD	Toronto								0
D15	Canada	CAD	Montreal								0
D16	USA	USD	New York, Boston, Portsmouth,	38.6	0	0	145	0	0	0	183.6
D17	USA	USD	Chicago	27	0	166	0	844.94	997.9032	0	2035.843
D18	USA	USD	San Francisco, Denver, Los Angeles								0
D19	USA	USD	Atlanta, Houston, Miami	12.52	78	149.9	351	0	741.99	0	1333.41
D20	Germany	EURO	Munich, Koln, Dusseldorf, Hannover, Hamburg, Stuttgart, Darmstadt, Mannheim, Nuremberg, Bremerhaven, Hannover, Brilon, Berlin	37.6	0	0	0	0	0	0	37.6
D21	Germany	EURO	Frankfurt, Homberg	203.516	0	63	319	950.1	1638	0	3173.616
D22	Switzerland	SFR	Basle, Zurich, Genève, Bulle, Büchslen	25.4	0	0	0	203.05	704	1336	2268.45
D23	Spain	EURO	Barcelona								0
D24	Australia	AUD	Sydney, Melbourne, Perth								0
D25	Czech	EURO	Praha								0
D26	Hong Kong	HKD	Hong Kong, Kowloon								0
D27	Finland	EURO	Helsinki	1.6	0	0	0	0	0	0	1.6
D28	Ireland	EURO	Dublin								0
D29	China	USD	Shanghai,Zhangjiagang								0
D31	Korea Republic	USD	Seoul								0
D32	UAE	AED	Dubai								0

13320.62

**Annexure-E**

**Format if several bills are submitted in lot**

<b>Sl. No.</b>	<b>FLIGHT NO</b>	<b>UNIT CODE</b>	<b>HAWB NO</b>	<b>INVOICE NO</b>	<b>INVOICE DT</b>	<b>INVOICE AMT</b>
					<b>TOTAL</b>	

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.