



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
क्षेत्रीय परिचालन प्रभाग, मुंबई
REGIONAL OPERATIONS DIVISION, MUMBAI
14th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.
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यस्यैव कृतमव्ययम्
ONE EARTH - ONE FAMILY - ONE FUTURE

Ref No.: RE/MUM/IMP/HW/IA-2243

Date: 08.02.2023

To
M/S. _____

Dear Sirs,

विषय : FCA पोरी मिल्स, फ़िनलैंड से FCA आधार पर मुंबई हवाई अड्डे तक ODC कार्गो की हवाई माल ढुलाई के लिए निविदा।

Sub: Tender for Air Freighting of ODC Cargo from FCA Pori Mills, Finland to Mumbai Airport on FCA Basis.

बीएचईएल, भारत सरकार का उपक्रम, एक "महारत्न" कंपनी है जो भारतीय अर्थव्यवस्था के मुख्य क्षेत्रों जैसे बिजली, उद्योग, बुनियादी ढांचे आदि को पूरा करती है। आपको उपरोक्त निविदा में भाग लेने के लिए आमंत्रित करती है।

BHEL, a Govt. of India Undertaking, a "Maharatna" Company catering to the core sectors of the Indian economy viz. Power, Industry, infrastructure etc. invites you to participate in the above tender.

ईप्रोक्योरमेंट सिस्टम के माध्यम से ऑनलाइन निविदा आयोजित-, मूल्यांकन और अंतिम रूप दिया जाएगा। बोलीदाता अपनी प्रतिक्रिया ई-प्रोक्योरमेंट प्लेटफॉर्म <https://eprocurebhel.co.in> पर निविदा में जमा करके अपनी प्रतिक्रिया प्रस्तुत करें।

The 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 at <https://eprocurebhel.co.in>.

ईनिविदा प्रणाली के संबंध में सहायता के लिए-, बोलीदाता निम्नलिखित से संपर्क कर सकते हैं:

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

eprocurebhel customer support team/ Tele No: 0120-4001002 , 0120-4001005, 0120-6277 787 Email ID : support-eproc@nic.in

बोलीदाता पंजीकरण नि:शुल्क है और प्रक्रिया पोर्टल में उपलब्ध कराई गई है।

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

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

कृपया अंतिम समय की हलचल से बचने के लिए ईनिविदा पोर्टल में- नियत तारीख से पहले अपना सबसे अधिक प्रतिस्पर्धी प्रस्ताव जमा करना सुनिश्चित करें।

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

भेल कार्यालय में निविदा दस्तावेजों की कोई हार्ड कॉपी स्वीकार नहीं की जाएगी।

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

GENERAL INFORMATION

BHEL intends to appoint Contractor for **Tender for Air Freighting of ODC Cargo from FCA Pori, Finland to Mumbai Airport on FCA Basis. Tender shall be finalized through price bid opening and reverse auction shall be conducted.** Details of which are given below. The cargo will be handed over on FCA basis. Detailed specifications and scope are covered in Section –I

Names addresses of the Contact Persons for this tender are

Sl. No.	Name and Address	Phone Nos. & Email
1	BHEL ROD Mumbai Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15 th Floors, World Trade Center, Cuffe Parade, Mumbai	1]Vishnu Waradkar, Executive Ph:022-22171372,Mo: 8779669958, varadkar@bhel.in 2]Mrs. Asa M Angelina Khalkho, Manager Ph:02222171376,Mo:Mobile:9997092528, asamanin@bhel.in 3] Mr. Sanjeev Shikhare, AGM (MS) Ph: 022-22171301, rodsds@bhel.in
2	Details of Supplier PO E2H6073	<u>M/S. LUVATA PORI OY</u> PO BOX 60, SF 28101 28101 PORI FINLAND Henri.koivumaki@luvata.com
3	Terms of Delivery	F.C.A. Pori
4	Address where cargo will be handed over by supplier	<u>M/S. LUVATA PORI OY</u> PO BOX 60, SF 28101 28101 PORI FINLAND Henri.koivumaki@luvata.com
5	Last date of Tender Submission	15.02.2023, 15.00 HRS

SECTION – I

SCOPE OF WORK

Details of Cargo: PO E2H6073, Hollow Bus Bar Rectangular Copper

Packing list :-

Sl no.	Package no.	L (MM.)	B (MM)	H (MM)	CBM	NW KGS.	GW KGS.	Type of package	Description	stackability (yes/ no)	Tiltability (yes/ no)	Type of cargo
1	1	8300	400	300		125	250 Kgs	BOX	Hollow Bus Bar rect. copper	NO	No	General
2	1	8300	400	300		125	250 Kgs	BOX	Hollow Bus Bar rect. copper	NO	No	General

Total Gross Weight: 500 Kg

Cargo is ODC and non-stackable.

Discharge / Destination Port: Mumbai Airport

Cargo Readiness: Material readiness by 4th week of February 2023 at vendor works

Details of Work (As per Incoterm F.C.A.):

1. To contact the Supplier and receive cargo from them.
2. Ensure that the cargo / contents are securely packed and fit for air freight.
3. Air freighting of cargo
4. Safe discharge of cargo at destination airport.

Description of work mentioned above is illustrative and not exhaustive and contractor 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.

The Contractor while executing the work should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.

Note: Cargo is urgent and is required to be airfreighted immediately.

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

SECTION II

INSTRUCTIONS TO BIDDERS

1. **Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <https://eprocurebhel.co.in>**
2. The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
3. **The price offer is to be submitted online on E-Tendering Portal at the web address mentioned above.**
4. The offers shall be kept valid for a period of 30 days from the date of opening of the tender.
5. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
6. The offers shall include:-

- 1) **EMD: The EMD of Rs. 4680/- to be submitted through NEFT/RTGS. The fund may be transferred to the following account.**

BHEL Bank Account details:

**NAME : Bharat Heavy Electricals Limited
Bank & Branch: State Bank of India,Cuffe Parade Branch
Account No : 10783155482
IFSC Code: SBIN0005345**

The EMD should be submitted latest by 1500 Hrs on due date of tender. The offers without EMD will not be considered for evaluation in the E-Tendering system

- 2) **Techno Commercial Bid:**

The techno commercial bid is to be filled and submitted online on E-Tendering Portal of BHEL at web address <https://eprocurebhel.co.in> latest by **due date and time of tender submission**. The techno commercial offers shall be opened on **the same day of tender submission at 1500 Hrs**. Hard copies of techno commercial offers shall not be accepted for evaluation.

- 3) **Reverse Auction:**

RA will be conducted for technically qualified parties by separate service provider.

7. **Evaluation Criteria:**

- 7.1. The offers will be evaluated on the basis of Total Cost to BHEL in INR. For Tender evaluation, **SBI TT Selling rate between INR - Foreign currency on**

the date of opening of the technical bid will be considered In case this date is holiday then rate of previous working day will be considered.

- 7.2. Price Bid of technically qualified bidders will only be considered for evaluation.

8. Instruction for MSE suppliers (Micro and Small Enterprises):

MSE Suppliers: The bidder may also be a Micro and Small Enterprises (MSE) vendor 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 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 vendor on their own interest may submit all the relevant documents as stated above, before price bid opening.

For MSE vendors getting award-

Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2007 subject to fulfilment of above procedure.

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

SECTION III

SPECIAL CONDITIONS

1. The contractor shall coordinate with foreign supplier and receive the cargo. Upon receipt of cargo the contractor shall send PRE-ALERT indicating the BHEL Purchase Order No, HAWB No. & MAWB No., Port of Loading, No of pkgs., weight and flight details immediately after receipt of the cargo at the port of origin.
2. The House Airway Bills shall be prepared as per contracted freight rates of this tender and indicate the details as required by IATA Rules and Regulations viz. Departure Airport, Suppliers' name and address, Purchase Order No. and date,

Import License No. and date, Case Markings, Commodity descriptions, actual measurements and weights, freight payment terms stipulated in Purchase order etc. The AWB must be submitted to BHEL for checking and approval.

3. Transit Time

Total Transit time permitted = 15 Days

Start of Transit time will be date of handing over of cargo and documents on FCA basis.

End of Transit time will be the date to final IGM (inward) at Mumbai AirPort

4. Transit Penalty

The penalty shall be 1 % of the freight value (SI No 1 of Price Bid) per day or part thereof subject to maximum of 10% of the freight value (SI No 1 of Price Bid) for the shipment.

Important: In case the initiation of the execution of contract is delayed beyond the maximum transit penalty condition then BHEL reserves the right to Risk Purchase Clause without any notice to the contractor

5. The contractor should ship the entire cargo in single lot as per the cargo readiness date. In the event of shipment coming in parts (in different flights) the air warehousing charges due to delay in receipt of complete cargo shall be recovered from the freight bills.
6. The Contractor shall send the **PRE-ALERT, at least 24 hrs prior the arrival without fail**, indicating the Purchase Order No., MAWB No., House Airway Bill & Port of Loading, No. of Pkgs., weight, freight (including freight and CC charges along with exchange rate with date) and flight details immediately after receipt of the cargo at the port of origin. For all such services, all charges shall be borne by the Air Console Agents. Any charge (demurrage, fine for late filing of BoE etc) incurred due to delay in receiving pre-alert shall be deducted from freight bills.
7. The contractor shall on receipt of cargo at destination shall promptly notify the designated officer of BHEL, Mumbai about the arrival of cargo at the destination and handover all related documents (HAWB, Cargo Arrival Notice, Manifest copy, suppliers invoice, packing list etc.) to BHEL Mumbai or their clearing agents for effecting speedy customs clearance of the of cargo at Mumbai Airport. In case of any change (postpone / prepone) in flight schedule, the same shall be informed immediately with updated flight details, revised documents (if applicable) and expected arrival date. **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.**

8. The contractor shall hand over the delivery order (DO) to BHEL Mumbai within 24 hours after arrival of aircraft (including Sundays and holidays). If the Contractor fails to deliver the same then demurrage charges for the delayed period shall be recovered from the contractor.
9. Billing by contractor should be done as per the work order rates, payment terms and conditions. In case of excess freight declaration apart from agreed contract rate, **differential customs duty shall also be recovered from the contractor**. However if the contractor is able to get the customs refund finalized in that case the amount withheld shall be reimbursed to the contractor (corresponding follow up of case with customs will be contractors responsibility).
10. The bidder will be required to provide the names and address of their offices or names and address of the offices of associates at the Load Port and in Mumbai.

11. PAYMENT TERMS:

- 11.1. The Air Freight charges will be calculated in Indian Rupees by applying the SBI TT Selling rate of SBI for the specified foreign currency (refer Price Bid) and INR prevailing on the date of landing of cargo (final IGM-inward date) at the Port of discharge. In case the date of landing of cargo is holiday (TT selling rates not available), TT Selling rates of previous working day shall be considered.
- 11.2. 100% payment of the Contract value in Indian Rupees will be made by **BHEL, Mumbai** after adjustment of penalty, if any, on safe discharge of cargo at the destination airport (**Mumbai**).
- 11.3. Payment will be made within 30 working days after the receipt of clear and complete Bill in all respects as per the terms of the contract.
- 11.4. Payment shall be made based on the actual chargeable weight of the cargo in case of variation of dimensions from the dimensions given in tender ((Variation in weight and/or dimension +/- 10%), else the chargeable wt. given in the technical bid will be considered.
- 11.5. All the Bills should be in the name of BHEL, ROD, Mumbai having GSTN 27AAACB4146P1ZF.
- 11.6. **GST shall be paid only on reflection in GSTR 2A 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.**
- 11.7. **The following documents to be submitted along with invoice**

1. Supplier Invoice and Packing list

2. Proof of date of cargo/ document receipt from Supplier as per incoterm (Email from overseas agent or confirmation email from BHEL officials / supplier or any other document with date confirming handing over of cargo as per incoterm.)
3. Signed copy of AWB.
4. Pre-alert email.

(Note: The invoice of contractor will not be processed without above documents)

SECTION IV

GENERAL TERMS AND CONDITIONS

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

1. BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
2. "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" where the context so requires.
3. "CONTRACT " or " CONTRACT DOCUMENT" shall mean and include the agreement, LOI, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications, the Special Specifications (if any) and all correspondences.
4. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
5. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
6. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
7. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
8. "VALIDITY OF THE CONTRACT" **The contract will be valid for 2 months from date of LOA.**

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.

10. ISSUE OF NOTICE:

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

11. COMMENCEMENT OF WORK:

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

12. INVOICES AND PAYMENTS

12.1 The Contractor will be required to raise the Invoice for the services rendered within 4 months of such service. The Company may accept some bills beyond the specified period as exception with satisfactory reason for delay. Any loss of GST to BHEL due to late submission of bills by agent shall be recovered from agent's bills.

The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.

12.2 The GST element (if applicable) even though included in the total price of the contractor, to be shown separately in the invoice.

GST shall be paid only on reflection in GSTR 2A 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

13. RISK PURCHASE:

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

13.1 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.

13.2 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.

13.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

13.4 In case of 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.

14. OBSERVANCE OF LOCAL LAWS :

14.1 The Contractor shall comply with all Laws, Statutory Rules, and Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.

14.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be Leviable on account of any of the operations connected with the execution of this contract.

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

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

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

16. INSURANCE:

16.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).

16.2 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.

16.3 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.

16.4 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.

17. FORCE MAJEURE:

17.1 Acts of God, Act of any Government, 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.

- 17.2 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.
- 17.3 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.
- 17.4 Force Majeure conditions will apply on both sides.

As the shipments have to be done in the prevailing COVID 19 situation, invocation of FM on grounds of generalized COVID 19 will not be acceptable, unless proofs of specific delays (closure of ports/ infection of crew, Quarantine Restrictions etc is provided along with the Notice of invocation of FM)

18. Prevention Of Corruption

- 18.1 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.
- 18.2 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 favour 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.

19. ARBITRATION

- 19.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.
- 19.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

- 19.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Mumbai.
- 19.4 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 19.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Mumbai shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- 19.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.
- 19.7 **In case of contract with Public Sector Enterprise (PSE) or a Government Department** : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

20. LAWS GOVERNING THE CONTRACT:

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

21. INDEMNITY:

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

22. SECURITY DEPOSIT:

22.1 Successful bidder shall submit 5% of the total contract value as security deposit within FIVE days (excluding bank holidays) of issue of LOI for the contract. EMD of the successful BIDDER shall be converted and adjusted towards the required amount of Security Deposit.

22.2. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time

the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.

22.3. Security deposit may be made in any of the following forms

- i) Electronic Fund Transfer in favour 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
- 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 favor 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)

22.4. Securities / BG's shall be released after three (3) months of successful execution, completion of the contract and upon fulfillment of all contractual obligations.

23. EARNEST MONEY DEPOSIT:

23.1 Forfeiture of EMD:

EMD by the BIDDER will be forfeited as per NIT conditions, if:

- i) 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.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

23.2. EMD given by all unsuccessful BIDDERS shall be refunded normally within fifteen days of award of work.

23.4. EMD shall not carry any interest.

23.5. EMD of successful BIDDER will be retained as part of Security Deposit.

24. REQUIREMENTS OF PERFORMANCE

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

24.2 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.

24.3 The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The contractor shall take all due care of consignments while loading / unloading. During transshipment he shall provide all packing and lashing at his own cost.

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

25. SHORT- LANDED OR DAMAGED GOODS

25.1 It shall be the responsibility of Contractor to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/losses/damages. Under no circumstances, the intimation be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.

25.2 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.

26. Subletting Not Allowed

26.1 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.

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

27. Guidelines for suspension of business dealings with suppliers/ contractors' :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. The link for the same is available at

<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

28. 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. "

29. REVERSE AUCTION GUIDELINES:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking

For detailed information regarding Reverse Auction procedure, please refer BHEL Reverse auction Policy available at <https://www.bhel.com/guidelines-reverse-auction-2021>

30. 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. Due to the nature of the work. Tender shall be awarded to 1 party only.

32. 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.

SECTION V

FORMAT FOR TECHNO- COMMERCIAL BID

SR No	Description	Confirmation by Tenderer
1	Bidder must have an average annual turnover of the company of not less than Rs 0.70 Lakhs for the last 3 years. (i.e. for year 19-20, 20-21 & 21-22)(Copy of CA certificate/ copy of audited financial statement indicating details of turn over for each FY to be submitted.	Copy of CA certificate with UDIN OR copy of audited financial statement to be submitted
2	Bidders must submit proof of having have successfully executed International air freight contracts 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 0.94 Lakhs each OR (ii) Two contracts of value not less than Rs 1.17 Lakhs each OR (iii) One Contract of value not less than Rs 1.87 Lakhs 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.	Copies of satisfactory completion certificate/ Work Order from customer must be attached and customer contact details for verification of documents must be attached
3	Valid IATA Certificate of bidder	To be provided
4	Details of Load port agent	To be provided
5	EMD Details	To be provided
6	<u>CANCELLATION OF THE CONTRACT:</u> <u>1.BHEL reserves the right to cancel the contract at any point of time without assigning any reason whatsoever. The contractor shall not be entitled for any compensation as a result of such a cancellation.</u> <u>2. BHEL reserve the right to forfeit security deposit of the contractor in case of unsatisfactory performance/ cancellation.</u> <u>3.If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract without any notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract.</u>	Agreed
7	<u>RISK PURCHASE: As Specified in General Terms & Conditions.</u>	Agreed
8	<u>It shall be sole responsibility of contractor to coordinate with supplier for receiving goods and making booking accordingly. Under no circumstances, dead freight shall be payable by BHEL.</u>	Agreed
9	Reverse Auction As per general terms and conditions. The final price break up after the RA will be in proportion to the initial weightage given in sealed Price bid. The final price break up to be provided on the same day after RA is concluded.	Agreed
10	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The	A self-certification should be submitted by

	list of banned firms is available on BHEL web site www.bhel.com	the bidder indicating compliances. Date to be mentioned on certificate.
11	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. Date to be mentioned on certificate.
12	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped on each page is to be submitted.	To be submitted
13	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be submitted	On letter head to be submitted
14	Payment Terms as per Section III	Agreed
15	PAN CARD of the company GST registration Certificate of the company Registered address with name , email id and contact no. of the owner of the company	Copies to be submitted
16	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	Agreed
17	Electronic Clearing Service Credit clearing/ RTGS/ NEFT Mandate Form certified from Bank.	To be provided
18	Penalty : The penalty shall be 1 % of the freight value (SI No 1 of Price Bid) per day or part thereof subject to maximum of 10% of the freight value (SI No 1 of Price Bid) for the shipment.	Agreed
19	Offer Validity: The offer of bidders will be valid for 30 days for acceptance from due date of tender. Validity of the contract : The contract will be valid for 2 months from date of LOA	Agreed
20	i) The Bidder is required to state whether he is a relative of any Director of the Company or the Bidder is a firm in which any Director of the Company or his relative is a partner or any other partners of such a firm or alternately the Bidder is a private company in which Director of the Company is a member or Director. Note - Latest list is available in the company web site. Bidder may check for any changes in the list of directors at the time of submission. https://www.bhel.com/board-of-directors	1] provide Name of the Bidder and his relations with the Director in the Company 2]Provide Name of the Director of the Company who is related to the Bidder 3]Provide Name of the Director of the Company who is a member or a Director of the firm

SIGNATURE AND SEAL OF TENDERER

SECTION VI

FORMAT FOR PRICE BID

Sr. No	Description	Unit	Currency	Gr Wt (kg)	Chargeable Weight (kg)	Rate (exc. GST)
1	Freight Rate/Chargeable Wt (kg) As per scope of work	Rate per KG	EU	500	To be filled by bidder	
2	Origin Charges like Handling, transit, transit permit charges, airline documentation, etc As per scope of work	Lumpsum	EU	N.A.	N.A	
3	Destination Charges including Charge Collect Cartage Charges, Delivery Order Charges, and IGM Charges etc. As per scope of work	Lumpsum	INR	N.A	N.A	
4		Total Price				

Note:

1. Weight and dimensions given are indicative and may vary. Payment shall be considered based on actual chargeable weight of the cargo in case of variation of dimensions and weight (variation in weight and/or dimension +/- 10%), else the chargeable weight given in the technical bid will be considered.
2. Charges mentioned in above Price Bid only will be payable. No other additional charges will be considered for payment.
3. Taxes if applicable will be payable as per the Law of Indian Government
4. The Party Quoted the lowest Total Cost in INR will be considered as L1 Party. Reverse Auction will be conducted on Total Price.
5. For Tender evaluation, SBI TT Selling between INR/ EU exchange rate will be taken as on the date of opening of the technical bid.
6. Description of work mentioned above is illustrative and not exhaustive and contractor 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.

SIGNATURE AND SEAL OF TENDERER

SECTION-VII

(Letter of compliance in Company's Letter Head)

Date:

To,

Addl General Manager (MS)
M/s Bharat Heavy Electricals Limited,
14th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Sub: Your Tender no RE/MUM/IMP/HW/IA-2243

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 finalizing 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

TENTATIVE PHOTOGRAPH OF CARGO

