



BHARAT HEAVY ELECTRICALS LIMITED

Regional Operations Division

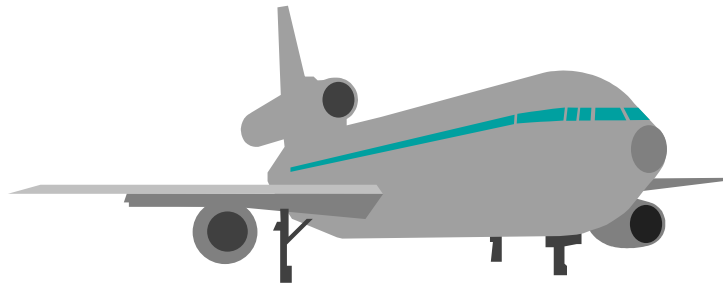
14/15th Floor, Centre - I

World Trade Centre

Cuffe Parade, Mumbai – 400 005

RE/MUM/IMP/AC/IA-2109

**TENDER FOR
AIR FREIGHT RATE CONTRACT
FOR IMPORT AT MUMBAI AIRPORT**



LAST DATE OF SUBMISSION OF TENDER: 08.07.2021 (1500 HRS)

No. RE/MUM/IMP/AC/IA-2109

Date: 02.07.2021

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 n 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 **05 Months approx. (from date of LOA)** (extendable up to further 05 months subject to mutual consent). **Services of only one Air Freight Forwarder** will be considered for engagement.

The tender comprises of

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Important Details of the Tender

Name and Contact Details of the Person for Queries in the Tender	Asa M Angelina Khalkho Phone : 022-22171376 Mobile : 9997092528 asamanin@bhel.in
EMD Amount	Rs.1,90,000/-
Last Date of for EMD & Tender Submission	08/07/2021, 1500 Hrs.
Pre bid Clarifications	May be obtained vide email/telephone/office visit up to 07/07/2021 at 1500 Hrs.
Tender Opening Date	08/07/2021, 1500 Hrs

The tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit their response through bid submission to the tender on e-Procurement platform at <https://eprocurebhel.co.in>

1) EMD :-

The EMD to be submitted through NEFT/RTGS. The fund may be transferred to the following BHEL account.

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

EMD deposited must be received in BHEL email latest by **1500 Hrs** on the day of Tender submission Date. Late offers will not be considered for evaluation.

2) TECHNO-COMMERCIAL BID :-

Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <https://eprocurebhel.co.in>

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 15:00Hrs.

Please ensure to upload the clear scanned documents wherever asked for in the tender and is required as part of technical bid. This includes documents required as per Qualification Criteria of Techno commercial Section, all self-certification as per Techno commercial section, entire tender document along with blank price bid, compliance letter on company's letter head, amendment if any issued to the tender. Hard copies of techno commercial offers shall not be accepted for evaluation.

3) **PRICE BID:-**

Price bids of only technically qualified bidders will be opened.

The Price Bid is to be submitted before the due date of submission only in the format provided in the tender. The price offer is to be submitted online on E-Tendering Portal at web address <https://eprocurebhel.co.in>.

Price to be quoted in **percentage of BHEL Schedules rate in totality** only.

No conditions should be put in the price bid.

No individual slab rates are required to be quoted. The percentage quoted in price bid will be uniformly applied to each BHEL slab rates to arrive at final slab rates. No modifications to the work contained in the items/individual rates will be allowed.

No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed while submitting offer.

No hard copies of Documents will be accepted in any case.

SECTION – I

SCOPE OF WORK & SPECIAL CONDITIONS

BHEL imports various kinds of cargo by air from overseas ports to Mumbai Airport for its Divisions/Units/Offices etc. situated all over India. Air freight forwarder/ Contractor shall have to arrange for the follow-up, collection, and forwarding and air freighting of the cargo for imports. The Contractor and their agents in foreign countries should be registered with IATA.

Contractor will accept booking for each shipment through ROD Mumbai Only. In no case, foreign agent of contractor shall accept goods or place booking directly on the basis of BHEL Supplier intimation/communication without the knowledge of Air Freight forwarder/ Contractor and BHEL ROD Mumbai.

SCOPE OF WORK:

1. Air Freight forwarder/Contractor to get a copy of relevant Purchase Order from ROD Mumbai. The forwarder/Contractor or his overseas agent shall be responsible to contact the Foreign Suppliers/shipper on whom the purchase orders have been placed by BHEL and receive the cargo, invoice and packing list from supplier.
2. Air Freight forwarder/Contractor has to ensure that the cargo being handed over by the supplier/shipper is properly packed and marked, worthy of air freighting in line with the IATA requirements.
3. Air Freight forwarder/Contractor shall send the PRE-ALERT, without fail, giving details like PO No., MAWB No., House Airway Bill & Port of Loading, No. of Pkgs., weight, freight (including freight and CC charges along with exchange rate with date) and flight details immediately after receipt of the cargo at the load port, at least 48 hr 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.
4. Contractor shall ensure that PO no and invoice no appears in the AWB to enable us faster clearance at discharge port.
5. To keep respective coordinating BHEL office posted with all information regarding the readiness of the cargo for dispatch, expected date of dispatch and other relevant matters.
6. After receiving the cargo from the foreign suppliers, contractor /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.
7. In case of Ex-works shipment, two additional days are permitted for inland transportation.

8. Contractor shall ensure correct and timely filing of IGM for HAWB. In case of IGM notified to us is not acceptable in customs system (due to wrong filing of IGM of HAWB) while uploading the Bill of Entry, the Contractor should immediately take up with the Airlines and arrange to amend the IGM on priority. Any demurrage/ Warehouse charges/Penalties incurred due to wrong filing of IGM shall be recovered from contractor, if incurred.
9. The contractor to ensure that their overseas agents should prepare House Airway Bill, after collecting four sets of documents vis. PO Copy, Invoice copy, packing lists etc. from suppliers and arrange to dispatch.
10. Distribution of first sets of documents of air shipment will be as follows:
 - A. First set with all the documents for respective BHEL Airport Office within 12 hours of flight arrival (except on Sundays/Holidays).
 - B. Second set along with all the documents to be marked as 'Original for payment' and submit to Port RODs/Units for payment.
 - C. Third set will be the Banker's set and that has to be handed over to supplier for LC negotiation or otherwise
11. **Airlines to be used for shipments:** Contractor is free to bring the cargo through any Airlines of their choice subject to the penalties and terms and conditions of the contract. However, in case, BHEL has preference and specified any particular Airlines for movement of cargo, Contractor to ensure the same without any additional financial implication on BHEL and at the same time ensuring the safety and security of the cargo.
12. Contractor is free to choose another gateway port based on flight availability for convenience of movement of cargo in case of non-availability of suitable flight at gateway airport as per BHEL PO. Freight charges applicable for actual load airport shall be payable in this case. Additional origin charges including additional inland transportation shall not be payable in this case.
13. **PERIOD OF CONTRACT**
 - 13.1 The period of contract will be from date of LOA upto 5 months with the provision of further extension up to 05 months by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for 2 months if BHEL desires so.
 - 13.2 The Company reserves the right to terminate the contract at any time, without assigning any reasons thereof and without giving any prior notice. The Contractor shall not be entitled for any compensation in case of such termination.
 - 13.3 The Contractor must give minimum 02 month notice in writing if he wishes to discontinue the awarded work.
 - 13.4 If at any time during the currency of the contract, the Agent fails to render all or any of the services required under the scope of work satisfactorily in the opinion of the Company, whose decision shall

be final and binding on the Contractor, the company reserves the right to get the work done by other party (s) or departmentally at the Contractor's risk and cost.

13.5 In the event of the Contractor going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the Contractor's company becomes insolvent the contract shall automatically stand terminated.

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

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

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

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

14. Cargo size calculation:

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

(i) 6000 cubic centimeters shall be deemed to equal one kilogram ($L \times W \times H / 6000 = \text{Chargeable weight in Kgs.}$).

(ii) Freight rates shall be applied at the actual weight or the measurement unit weights whichever is greater.

(iii) Fraction of kilogram or unit shall be rounded to the next higher half-kilogram or unit.

15. Determination of Weight Slab:

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

15.2. 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.

15.3. 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.

15.4. 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).

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

17. **Shipment of Radioactive Cargo:** Radioactive material not included in this contract.
18. **Shipment of Defense Cargo:** Defense cargo not included in this contract.
19. **Shipment of ODC Cargo:** ODC (Over dimensional Consignment) – Single package dimensions exceeding 125" (L) x 88" (W) x 63" (H) will be treated as ODC and will not be covered under this contract.
20. **Shipment of Non Stackable Cargo:** Non Stackable cargo not included in this contract.
- 20.1. **FCA other than gateway port:** Inland transportation charges @ 20% of Ex works inland transportation charges shall be consider for payment on this account. No additional charges shall be considered for payment on this account. For this, airports other than exclusively given in BHEL schedule shall be treated as other than gateway port (i.e. airports given in BHEL price schedule shall be treated as gateway ports).
- 20.2. **X-ray /Screening charges & Airport Transfer fees:** This fees shall be considered for payment for all shipments other than FOB shipments.
- 20.3. **GST** : GST shall be paid extra by BHEL on services provided in India.
- 20.4. **Payment and billing:**
- 20.4.1. Payment of Air freight and other charges shall be paid strictly as per incoterms mention in the BHEL PO.

Total cost payable per shipment by BHEL to contractor and its transit time:

Sl No	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 (Gateway Airport)	Payable	Not Payable	Not Payable	Payable
2	FCA Gateway port	Payable	Not Payable	Payable	Payable
3	FCA (any place) other than gateway port	Payable	Only 20% Payable	Payable	Payable
4	Ex-works & FCA Supplier works	Payable	Payable	Payable	Payable

Sl No	Incoterm as mentioned in P.O. issued by BHEL	Types of Cost payable to contractor by BHEL as per this tender	Total Transit Time
A	FOB (Gateway Airport)	1] Air freight as per the weight slab as per Price Schedule A +2] Destination charges as per Price Schedule B	7 days
B	FCA Gateway port	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	FCA other than gateway port	1] Air freight as per the weight slab as per Price Schedule A (The gateway port having lowest freight rate for that country will be considered for payment) + 2] 20% of Inland transportation charges as per Price Schedule B + 3] Origin Charges as per Price Schedule B +4] Destination charges as per Price Schedule B	7 days
D	Ex-works & FCA Supplier works	1] Cost at Sl No A (The gateway port having lowest freight rate for that country will be considered for payment) + 2] Inland transportation charges as per Price Schedule B + 3] Origin Charges as per Price Schedule B 4] Destination charges as per Price Schedule B	9 days

Important: In case the initiation of the execution of contract is delayed beyond the maximum transit penalty under General Terms and Conditions then risk purchase clause may be applicable with immediate effect without any notice from BHEL.

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.

20.4.2. 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).**

20.4.3. Contractor to ensure the following before airlifting the cargo:-

20.4.3.1 Inco-terms mentioned in the PO.

20.4.3.2 Invoice is in line with the PO terms.

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

21. **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/ Port offices/ 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.
22. **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 such date. BHEL reserves the right to review the case for payments as deemed fit after the period of one month.
23. **List of Overseas Agents of contractor:** To enable Contractor and their overseas agents to render the services under this contract, BHEL shall provide vendor contact details in the PO placed on the foreign vendor to facilitate the co-ordination between the overseas agent and the vendor. Contractor shall give details of address of their overseas Agents with contact person details, email for each gateway Airport as soon as LOA is placed.
24. **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.
25. **Loss of Cargo and insurance:** In case of loss of cargo, Contractor shall immediately take all appropriate measures viz. intimation of loss to BHEL/Underwriter, short landing certificate/non-delivery certificate, filing of FIR at the Port of Origin/destination (as applicable), furnishing relevant 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.
26. BHEL is in process of developing online system for faster clearance of the cargo. When instructed by BHEL, contractor shall have to feed the data / upload documents in the online Import Clearance System of BHEL at various stages of clearance of import of air cargo for which the contractor will be provided login and password. They will at the same time track their bills in their system verified / passed for payments.
27. **Taxes & Duties:**
 - 27.1 Taxes & duties as applicable will be paid extra. TDS will be deducted as per provision of Income Tax Act and GST act.
 - 27.2 After implementation of any change in **GST**, necessary changes in billing and all compliances as per Govt. Notification will have to be adhered to.
 - 27.3 Vendor must file GST returns per schedule dates as per GST Law. Failing to which the credit losses, penalty incurred to BHEL, shall be recovered from vendor.

27.4 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

28. 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.

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

30. 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 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 60 days from the date of opening of the tender.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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.
10. 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.
11. BHEL reserves the right to reject any bid/all bids without assigning any reason whatsoever at any stage of the tender process.

12. EVALUATION CRITERIA

- A. Offers of those bidders either whose performance is not satisfactory with BHEL in last ONE year or Risk purchase/arbitration notices etc 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.
- B. Offers of Parties meeting techno commercial requirements will only be considered for Price bid opening and subsequent Reverse Auction
- C. The date and time of reverse auction will be intimated in advance to the technically qualified bidders.
- D. Offers shall be evaluated based on percentage of BHEL total price for the Price Schedule A & B
- E. 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 3500/-. (I.e. 2/KG or Rs 3500/- whichever is higher).
- F. No modification is allowed in BHEL Price Schedule A & B.
- G. After examination of L1 bidder's rates, BHEL may negotiate the rates if necessary with L-1 bidder.

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 Eprocurement 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 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

FORMAT FOR TECHNO- COMMERCIAL BID

Sr No	Description	Remarks
I	<u>Qualification Criteria</u>	
(a)	Bidder must have an average annual turnover not less than Rs 28.50 Lakhs for the last 3 years. (i.e. average for year 17-18, 18-19 & 19-20).	Copy of CA Certificate/ Copy of audited financial statement to be submitted
(b)	<p>Bidders must submit proof of having successfully executed Logistics contract inclusive of international air freight in last 7 years (ending last day of month previous to the one in which the tender was due for opening) as per following</p> <p>(i) Three contracts of value not less than Rs 0.38 Crores each OR (ii) Two contracts of value not less than Rs 0.48 Crores each OR (iii) One Contract of value not less than Rs 0.76 Crores</p>	Satisfactory completion certificate mentioning contract value from customer must be submitted. Details of the customer with email 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.
(c)	Should have office(s) at Mumbai.	Contact Details and address of offices to be submitted.

(d)	To have valid IATA certificate of bidder	Copy of valid IATA certificate to be submitted.
(e)	To have Valid AEO/LO certificate from Customs in the name of bidder.	Self-attested Copy of certificate to be submitted.
(f)	PAN CARD of the company GST registration Certificate of the company	Copy to be submitted.
(g)	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
(h)	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
(I)	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
II	<u>Technical Requirement</u>	
1.	<u>EARNEST MONEY DEPOSIT/ Valid MSE Certificate:</u> The Bidders, shall submit tenders with interest free EMD as per tender conditions.	NEFT details to be provided
2.	<u>CONTACT DETAILS:</u> Name & Address of the company along with contact details of Owner, Chairman, MD, CEO and directors.	Details to be Provided
3.	<u>PAYMENT TERMS:</u> As Specified in the tender.	Agreed
4.	<u>INDEMNITY:</u> Contractor shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
5.	<u>VALIDITY:</u> The period of contract will be for approx. 05 months from date of LOA extendable by upto 05 months with mutual consent.	Agreed
6.	<u>RISK PURCHASE:</u> In the event of failure of CONTRACTOR to execute the contract offered to them within 15 days, BHEL reserves the right to use alternative source at their risk and cost and extra expenditure incurred if any shall be borne by the CONTRACTOR.	Agreed
7.	<u>SCOPE OF WORK :</u> We have understood the scope of work and special conditions.	Agreed
8.	<u>DEAD FREIGHT:</u> 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.	GST will be paid separately. GST elements shall be shown separately in the invoice. 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
10.	<u>PENALTY FOR TRANSIT TIME:</u> As Specified in the tender	Agreed
11.	<u>EVALUATION CRITERIA:</u> 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

SIGNATURE AND SEAL OF BIDDER

SECTION IV

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** BHEL 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 period of Air Import contract will be for 5 months with the provision of further extension up to 5 months by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for 2 more months till all the activities specified therein are completed in all respects to the satisfaction of BHEL.
- 1.9** "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- 1.10** 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.

2.0 COMMENCEMENT OF WORK:

2.1 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.

2.2 LICENCE / PERMISSION/ REGISTRATION:

Wherever any Licence/ Permission from or Registration with Overseas/Local/State/Central authorities is required under the applicable Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor shall also be liable for producing for inspection such certificates and licences as may be required by the Overseas/Local/State/Central Authorities or BHEL as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. Any claim or compensation for reimbursements by Contractor/Any other agency for any breach of the provisions/Acts or laws by the contractor shall not be entertained by BHEL.

3.0 PAYMENT TERMS:

3.1 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.

3.2 GST will be paid separately. GST elements shall be shown separately in the invoice.

3.3 The payment of the bills will be made within 30 working days after the receipt of clear and complete Bills in all respects as per the terms of the contract. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.

3.4 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.

3.5 100% payment of the charges will be made by BHEL by NEFT/RTGS against the bill submitted with all documents from BHEL.

3.6 Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, including TDS and/or any other levies at the prescribed rates.

3.7 The documents to be submitted along with bills are as follows:

- a. Cargo arrival notice (having flight Number, arrival date & time) and ICEGATE IGM print/copy and original Freight invoice. Freight Invoice should mention PO No. and AWB No.
- b. Signed copy of original Non negotiable House Airway bill.
- c. Copy of Suppliers invoice, packing list, Master airway bill / cargo manifest (as and when required). HAWB should mention BHEL Unit PO No. and dimensions.
- d. Proof of material handover date/pickup in country of origin.
- e. Following documents shall be valid Proof of material handover date in country of origin for below INCO terms.

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

FOB- Date of HAWB

Ex Works- Email of load port agent of contractor regarding pick up date of cargo with copy to supplier.

Besides above mentioned proofs, any other documents may also be admitted only with consent of BHEL.

- f. PO copy to be enclosed along with Invoice and above documents.

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.

4.0 PENALTIES:

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

4.2 PENALTY FOR TRANSIT TIME:

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

No of Transit days will be calculated as Landing date - Handover/Pick up Date i.e. If material is handed over/ Pick up on the 5th of the month and reaches Mumbai airport on the 12th of the same month then no of transit days is equal to 12-5 = 7 days.

Transit Penalty :

1 % of total airfreight charges (Including all origin as well as destination Charges) shall be deducted for every day of delay in transit up to a maximum of 10% total airfreight charges.

In case of any contingency/unforeseen reasons like closure of Airport, movement of live stocks/life saving 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.

4.3 Penalty for not handing over the documents for clearance

Contractor shall hand over all the documents i.e. CAN, Invoice, packing list and any other related document to BHEL Office/BHEL Airport Office 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.

4.4 Penalty for late Pre-alert

1. Pre-alert shall be given by the contractor 48 hrs before the arrival of flight at Mumbai airport.
2. Airport demurrage/warehouse charges/custom penalty/Interest on custom duty incurred due to delay in Pre-alert shall be recovered from the contractor.

4.5 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.

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

5.0 TIME LIMIT FOR SUBMISSION OF BILLS:

5.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (3) Three months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the BHEL accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

5.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (3) Three months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated three months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

5.3 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.

6.0 RISK PURCHASE:

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

6.1 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.

6.2 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.

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

6.4 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.

7.0 OBSERVANCE OF LOCAL LAWS IN INDIA AND ABROAD :

7.1 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.

7.2 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.

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

7.4 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.

8.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

8.1 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.

- 8.2** 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.
- 8.3** The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 8.4** 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.

9.0 INSURANCE:

- 9.1** BHEL shall arrange for insuring the cargo/consignment covering the risks during transit and material handling at port(s) as per incoterms.
- 9.2** 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.
- 9.3** 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.
- 9.4** 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.

10.0 FORCE MAJEURE:

The following shall amount to force majeure conditions:-

- 10.1** 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.
- 10.2** 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.

10.3 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.

10.4 Force Majeure conditions will apply on both sides.

10.5 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.

11.0 PREVENTION OF CORRUPTION:

11.1 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.

11.2 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.

12.0 ARBITRATION:

12.1 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 BHEL.

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

12.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments or subsequent amendments 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.

12.4 The cost of arbitration shall be borne as per the award of the Arbitrator

12.5 Subject to the arbitration Clause above, the Courts at Mumbai shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

12.6 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.

12.7 **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.

13.0 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.

14.0 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.

15.0 SECURITY DEPOSIT:

15.1 Successful bidder shall submit 5% of the total contract value as security deposit within Three days of issue of LOA for the contract. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

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

15.3 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 be as per BHEL approved format only (format and bank names given along with tender document).

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)

15.3.1 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.

15.3.2 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)

Securities / BG's shall be released after six **(6) months** of successful execution, completion of the contract and upon fulfilment of contractual obligations as per terms of the contract.

16.0 EARNEST MONEY DEPOSIT:

16.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in Electronic Fund Transfer credited in BHEL account (before tender opening)

16.2 EMD of the Tenderer will be forfeited if:

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

16.2.2 The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract

16.2.3 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

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

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

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

16.5 EMD shall not carry any interest.

17.0 REQUIREMENTS OF PERFORMANCE:

17.1 All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be

the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.

17.2 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.

17.3 The Contractor shall take all due care for protecting the consignments from rains/snow/ice/moisture/heat and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.

17.4 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.

18.0 SHORT - LANDED OR DAMAGED GOODS:

18.1 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.

18.2 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.

18.3 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.

18.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

19.0 SERVICE DURING POST CONTRACT PERIOD:

19.1 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 45 days or till alternate arrangements are made, whichever is earlier.

20.0 AUTHORIZED SIGNATORY

20.1 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address. If the tender application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender.

20.2 If the tender application is submitted by a Limited Company, it shall be signed by its Managing Director or by a duly authorized person holding the Power of Attorney for signing the tender

document, in which case a certified copy of the Power of Attorney shall accompany the tender document.

21.0 CHANGE IN BUSINESS/LOAD PATTERN:

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

22.0 SUBLETTING NOT ALLOWED:

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.

23.0 JOINT SURVEY:

23.1 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 WORK ALLOCATION:

24.1 Due to the nature of the work, contract shall be awarded to 1 party only.

25.0 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.

26.0 BHEL – RELATIVES:

26.1 If the Contractor has a relative(s), employed in any capacity with BHEL, he shall furnish such facts in the Techno-commercial Part of the Tender, failing which, his contract may be rescinded if such

fact comes to light subsequently. Further, the Contractor shall also be liable to make good any loss or damage suffered by the Company on account of such cancellation.

27.0 NEGOTIATIONS:

- 27.1** The company reserves the right to negotiate with any party/parties after opening of the tenders as per Company Rules & Regulations

28.0 LIQUIDATION:

- 28.1** 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 loss that may have incurred by reasons of breach of terms and conditions of the contract.
- 28.2** 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>

29.0 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. "

30.0 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>

- 31.0 FLASH RATE/ADDITIONAL CHARGES shall not be applicable/payable under any circumstances.**

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. MAWB : Mater House Airway Bill
10. AWB : Airway Bill
11. IGM: Import General Manifest
12. INCOTERMS : International commercial Terms
13. PL : Packing List
14. ODC: Over dimension cargo
15. FOB : Free On Board
16. FCA: Free Carrier Alongside
17. FAS: Free along side
18. CC : charge collect
19. IATA : International Air Transport Association
20. TT: Telegraphic Transfer
21. DO : Delivery Order
22. LOA: Letter of Award
23. BG: Bank Guarantee
24. FDR: Fixed Deposit Receipt
25. GBP: Great Britain Pound
26. DKK: Danish Kroner
27. JPY : Japanese Yen
28. SGD: Singapore Dollar
29. CAD: Canadian Dollar
30. SFR: Swiss franc
31. AUD: Australian dollar
32. USD: US dollar
33. HKD: Hongkong Dollar
34. RTGS: Real time Gross Settlement
35. NEFT: National electronic Fund Transfer
36. GTC: General Terms and Conditions
37. CUR: 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)	63.91	1.45	1.26	1.22	1.22	1.18	1.07
D02	UK	GBP	New Castle, Oxford, Bristol, Birmingham, East Midlands, Manchester, Leeds, Glasgow	68.27	1.53	1.45	1.42	1.35	1.28	1.15
D03	France	EURO	Paris (Roissy), Lyon, Orly, Nantes	76.98	1.31	1.22	1.12	1.12	1.09	1.05
D04	Sweden	EURO	Stockholm, Arlanda	79.89	1.31	1.31	1.31	1.31	1.22	1.16
D05	Sweden	EURO	Gothenburg	76.98	1.31	1.31	1.31	1.31	1.22	1.16
D06	Italy	EURO	Rome, Milan, Malpensa	71.17	1.18	1.10	1.03	1.03	1.00	1.00
D07	Italy	EURO	Turin, Bologna, Florence	75.53	1.23	1.21	1.10	1.10	1.02	1.02
D08	Netherlands	EURO	Amsterdam,	63.91	1.58	1.28	1.22	1.15	1.15	1.07
D09	Austria	EURO	Vienna, Linz, Graz	103.13	1.67	1.50	1.42	1.42	1.41	1.35
D10	Belgium	EURO	Antwerp, Brussels	97.32	1.63	1.41	1.37	1.34	1.29	1.23
D11	Denmark	DKK	Copenhagen	798.88	12.96	11.50	10.78	10.78	10.78	9.98
D12	Japan	JPY	Tokyo, Osaka, Hanyu	2,469.25	653.63	479.33	450.28	450.28	421.23	403.80
D13	Singapore	SGD	Singapore	68.27	5.16	4.50	4.21	4.21	3.85	3.49
D14	Canada	CAD	Toronto	119.11	2.91	2.28	2.21	2.16	2.14	2.11
D15	Canada	CAD	Montreal	119.11	2.98	2.29	2.24	2.18	2.16	2.12
D16	USA	USD	New York, Boston, Portsmouth,	101.68	3.31	3.02	2.73	2.44	2.11	1.92
D17	USA	USD	Chicago	101.68	3.31	3.02	2.80	2.48	2.14	1.92
D18	USA	USD	San Francisco, Denver, Los Angeles	104.58	3.37	3.11	2.88	2.56	2.22	2.03
D19	USA	USD	Atlanta, Houston, Miami	104.58	3.37	3.11	2.88	2.56	2.22	2.03
D20	Germany	EURO	Munich, Koln, Dusseldorf, Hannover, Hamburg, Stuttgart, Darmstadt, Mannheim, Nuremberg, Bremerhaven, Hannover, Brilon, Berlin	61.01	1.57	1.31	1.21	1.21	1.12	1.09

D21	Germany	EURO	Frankfurt, Homberg	55.20	1.53	1.22	1.16	1.16	1.07	1.05
D22	Switzerland	SFR	Basle, Zurich, Genève, Bulle, Büchslen	81.34	2.11	1.74	1.44	1.44	1.22	1.21
D23	Spain	EURO	Barcelona	55.20	2.24	2.09	1.45	1.45	1.26	1.23
D24	Australia	AUD	Sydney, Melbourne, Perth	84.25	3.49	3.05	2.61	2.61	2.45	2.43
D25	Czech	EURO	Praha	100.22	2.32	2.03	1.45	1.45	1.38	1.35
D26	Hong Kong	HKD	Hong Kong, Kowloon	450.28	22.66	22.08	21.50	21.50	20.77	20.34
D27	Finland	EURO	Helsinki	98.77	1.64	1.53	1.50	1.50	1.45	1.42
D28	Ireland	EURO	Dublin	100.22	1.64	1.47	1.42	1.42	1.37	1.34
D29	China	USD	Shanghai,Zhangjiagang	108.00	4.56	4.16	3.76	3.76	3.52	3.46
D30	Malaysia	USD	Kuala Lumpur,	75.53	3.27	2.83	2.69	2.69	2.29	2.25
D31	Korea Republic	USD	Seoul	81.34	3.05	2.54	2.14	2.14	2.06	1.98
D32	UAE	AED	Dubai	406.70	9.99	9.99	9.99	9.99	9.94	9.67

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

ANNEXURE-B

			T		O			D
Sn	Name of Country	CUR	Inland Transportation Charges for ExWorks & FCA Supplier Works		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	29.05	0.22	13.07	0.06	30.50
2	Germany	EURO	26.15	0.23	17.43	0.08	26.15	
3	France	EURO	39.22	0.36	17.43	0.09	50.84	
4	Switzerland	SFR	55.20	0.46	34.86	0.12	63.91	
5	Netherlands	EURO	26.15	0.23	17.43	0.08	29.05	
6	Italy	EURO	34.86	0.32	17.43	0.09	49.39	
7	Sweden	EURO	59.55	0.58	49.39	0.13	69.72	
8	Austria	EURO	50.84	0.45	31.96	0.11	59.55	
9	Belgium	EURO	49.39	0.42	33.41	0.11	61.01	
10	Denmark	DKK	151.06	3.78	61.01	0.43	185.92	
11	Spain	EURO	33.41	0.36	18.88	0.09	49.39	
12	Czech	EURO	53.74	0.44	34.86	0.11	63.91	
13	Finland	EURO	52.29	0.42	33.41	0.12	63.91	
14	Ireland	EURO	50.84	0.42	34.86	0.11	62.46	
15	USA	USD	72.63	0.31	15.98	0.17	49.39	
16	Japan	JPY	1,051.61	34.86	111.84	6.10	1,031.28	
17	Singapore	SGD	29.05	0.22	18.88	0.07	39.22	
18	Canada	CAD	66.82	0.29	23.24	0.23	53.74	
19	Australia	AUD	85.70	0.36	24.69	0.25	91.51	
20	Hongkong	HKD	348.60	2.41	71.17	0.86	145.25	
21	China	USD	86.00	0.34	52.00	0.38	68.00	
22	Malaysia	USD	53.74	0.33	27.60	0.12	78.44	
23	Korea Republic	USD	53.74	0.28	26.15	0.10	55.20	
24	UAE	AED	62.46	0.17	34.86	0.12	66.82	

FCA other than gateway port: Inland transportation charges @ 20% of Ex works inland transportation charges (Column T) shall be consider for payment on this account.

SECTION V

PRICE BID

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

In Figures
In Words

% 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 quotes 110 %, each slab quoted rates will be 1. 1 times BHEL slab rate

Example 2.

If bidders quotes 80 %, each slab quoted rates will be 0.80 times BHEL slab rate

SECTION -VI

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

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

Sub: Your Tender no RE/MUM/IMP/AC/IA-2109

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.

We certify that no addition/modification/alteration has been made in the original document down loaded from BHEL website/email. If at any stage, alteration/ modification is noticed in the Original Document, I/We will abide by terms and conditions contained in the original tender document, In case, any deviation is observed the same is not be entertained / considered by BHEL.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF BIDDER