



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार के एक उपक्रम)

क्षेत्रीय परिचालन प्रभाग, मुंबई, 14 वें तल, वर्ल्ड ट्रेड सेंटर -1, 1st फ्लोर, कोलाबा, मुंबई -40000

फ़ोन : 022-22171376/ 350/ 372/ 301/ 345/ 344/ 373 ईमेल : mssea@bhel.in, msair@bhel.in

संदर्भ संख्या. RE/MUM/IMP/HW/IA-2224

दिनांक :08.08.2022

प्रति,

एम _____

प्रिय मोहदय / महोदय,

विषय एफसीए मिलान से मुंबई एयरपोर्ट तक स्पेशल कार्गो की एयर फ्रेटिंग के लिए टेकेदार की नियुक्ति हेतु निविदा

भारत हेवी इलेक्ट्रिकल्स लिमिटेड एक उर्जा उपकरण विनिर्माण कंपनी है और इंजीनियरिंग माल को निर्यात करना चाहता है. आपके सबसे प्रतिस्पर्धीत प्रस्ताव निम्नलिखित शर्तों पर उपरोक्त विषय के परिवहन के लिए आमंत्रित कर रहे हैं .

निविदा में निम्नलिखित शामिल हैं

- | | |
|----------------------------|-----------|
| 1) कार्य का क्षेत्र | - खंड -I |
| 2) टेंडर्स के लिए निर्देश | खंड --II |
| 3) विशेष शर्तें - | - खंड-III |
| 4) सामान्य नियम और शर्तें | -खंड -IV |
| 5) तकनीकी वाणिज्यिक शर्तें | -खंड -V |
| 6) दर अनुसूची मूल्य बोली | -खंड -VI |
| 7) अनुपालन पत्र | खंड --VII |

प्रस्ताव प्रस्तुत करने के लिए दिशानिर्देश:

1. निविदा का संचालन और मूल्यांकन ईप्रोक्वोरमेंट -प्रोक्वोरमेंट सिस्टम के माध्यम से ऑनलाइन किया जाएगा। बोलीदाता अपनी प्रतिक्रिया ई-प्लेटफॉर्म <https://eprocurebhel.co.in> पर निविदा में जमा करके अपनी प्रतिक्रिया प्रस्तुत करेंगा।

2. सफल बोलीदाता सभी प्रकार से अनुबंध को पूरा करने के लिए जिम्मेदार होगा। ईप्रोक्वोरमेंट पोर्टल के माध्यम से टेक्नो कमर्शियल ऑफर खोले - प्रोक्वोरमेंट -रोध है कि वे ऑनलाइन ईजाएंगे। इस निविदा को ऑनलाइन रिवर्स नीलामी के माध्यम से अंतिम रूप दिया जाएगा। बोलीदाताओं से अनु सिस्टम के माध्यम/पोर्टल से अपने सर्वाधिक प्रतिस्पर्धी मूल्य उद्धृत करें। निविदा प्रणाली के संबंध में समर्थन के लिए-, बोलीदाता निम्नलिखित से संपर्क कर सकते हैं 8553226267 :आर इंचारा फोन नंबर :, ईमेल :inchinchu@gmail.com बोलीदाता पंजीकरण मुफ्त है और प्रक्रिया पोर्टल में प्रदान की जाती है। <https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page1> कृपया अंतिम समय की हलचल से बचने के लिए ईजमा करना सुनिश्चित करें। निविदा पोर्टल में नियत तारीख से पहले अपना सबसे अधिक प्रतिस्पर्धी प्रस्ताव-

3. प्रस्तावों में शामिल होंगे:

ए [ईएमडी :- **NIL**]/ रुपये की ईएमडी एनईएफटीआरटीजीएस के माध्यम से जमा की जानी है। निधि को भेल बैंक खाते में स्थानांतरित किया जा / भारत हेवी इलेक्ट्रिकल्स लिमिटेड :नाम :सकता है जिसका विवरण है, बैंक और शाखा :**भारतीय स्टेट बैंक, कफ परेड शाखा, खाता संख्या : 10783155482, IFSC कोड :SBIN0005345** ईएमडी निविदा जमा करने की तिथि के दिन **बजे 15:00** तक जमा की जानी चाहिए। ईएमडी के बिना प्रस्तावों पर मूल्यांकन के लिए विचार नहीं किया जाएगा। यूटीआर विवरण निविदा खोलने से पहले ईमेल के माध्यम से प्रस्तुत किया जाएगा। कोई हार्ड कॉपी डीडी स्वीकार नहीं किया जाएगा।

बी। भागनिर्देशों के अनुसार प्रस्तुत किया जाना चाहिए।-तकनीकी वाणिज्यिक बोली। दिए गए दिशा - 1-

सी। भागनिर्देशों के अनुसार प्रस्तुत किया जाना चाहिए।-मूल्य बोली। दिए गए दिशा - 2-

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

सुभ कामनाएं

भारत हेवी इलेक्ट्रिकल्स लिमिटेड के लिए

उप प्रबंधक) आयात(

सहपत्र: अनुबंध के खंड -I से VII



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

Regional Operation Division,

14-15TH, Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone:022-22171376/ 350/ 372/ 301/ 345/ 344/ 373 Email : mssea@bhel.in, msair@bhel.in

No.RE/MUM/IMP/HW/IA-2224

Date: 08.08.2022

To

M/S. BALMER LAWRIE

Dear Sirs,

Sub: Tender for appointment of contractor for Air Freighting of Special Cargo from FCA Milan to Mumbai Airport

Ref: Tender No.RE/MUM/IMP/HW/IA-2224

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.

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> **The last date of submission of offers is 11.08.2022 1500 Hrs.**

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

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

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

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

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

GENERAL INFORMATION

BHEL intends to appoint an Air Consolidation Contractor for Air Freight of Defense Cargo from FCA Milan Airport being imported from our foreign supplier M/s Leonardo Defense Systems. The cargo will be handed over on FCA Milan Airport 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 Ms Asa M Angelina Khalkho Material Services Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, World Trade Center, Cuffe Parade, Mumbai	Ph. No. 022-22171376 Mobile: 9997092528 Email: asamanin@bhel.in
2	Details of Supplier PO D9D6005	Leonardo Defense Systems 19136-LA Spezia – (SP) Italy Tel: +39 0187 581111 Fax: +39 0187 582669
3	Terms of Delivery	FCA Milan Airport
4	Due date and time for submission	11.08.2022, 1500 hrs.
5	Date and time of technical bid opening	11.08.2022, 1505 hrs.

SECTION – I

SCOPE OF WORK

Details of Cargo: (Defence Cargo)-

PO **D9D6005** placed on supplier

Description: Valve Control, Four Way (1Box), etc.

Sl No	Length (mm)	Width (mm)	Height (mm)	Gross Weight (Kg)
1	1010	810	670	90

Cargo is not Stackable

Load Port: Milan Airport

Discharge / Destination Port: Mumbai Airport

No of AWB required-01 No.

Shipments Readiness- Ready at supplier works (tentative)

Cargo to be airfreighted as soon as documents and cargo are handed over by supplier.

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.

Details of Work:

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 as per incoterms. (FCA Milan Airport)
4. Safe discharge of cargo at destination airport. (Mumbai Airport)

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

SECTION II

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) 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 15:00Hrs**. Hard copies of techno commercial offers shall not be accepted for evaluation.

2) Reverse Auction:

RA will NOT be conducted for this Tender.

Evaluation Criteria:

1. The offers will be evaluated on the basis of Total Cost in the Price Bid (Section VI).
2. For Tender evaluation, SBI TT Selling between Rs / EURO exchange rate will be taken as on the date of opening of the technical bid.

SECTION III

SPECIAL CONDITIONS

1. The contractor shall coordinate with the foreign supplier and receive the documents and cargo. After booking 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.
2. The House Airway Bills shall be prepared as per contracted freight rates of this tender shall 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, GST No., IEC code, PAN details of BHEL etc.
3. **Cargo should be air lifted to Mumbai Airport within 20 days from the date of handing over of the documents and cargo to the contractor by the supplier. The transit time will be calculated from the date of handing over of complete documents and cargo as per Incoterm to the Flight landing date (final IGM Inward date) at Mumbai Airport. For every day delay in transit time, beyond the**

stipulated period, for air freighting material from load port to Mumbai Airport, BHEL shall deduct a penalty 1 % of the freight value (SI No 1 of Price Bid) (including taxes) per day or part thereof subject to maximum of 10% of the freight value (SI No 1 of Price Bid) (including taxes) for the shipment and shall be adjusted from the freight bill of contractor. In case of LD/penalty recovery, the applicable GST shall be also be recoverable from the contractor.

Important: In case the initiation of the execution of contract is delayed beyond the maximum transit penalty condition then Risk Purchase Clause will be applicable with immediate effect without any notice from BHEL.

4. 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.
5. The Contractor shall send the **PRE-ALERT, without fail at least before 24 Hr of flight arrival** (including Sundays and holidays), indicating the Purchase Order No., MAWB No., House Airway Bill & Port of Loading, No. of Pkgs., weight, freight, supplier invoice, packing list 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 delay (demurrage/custom fine/ penalty/interest) due to late pre alert shall be in contractor account.
6. 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.**
7. The contractor shall hand over the Delivery Order to BHEL Mumbai within 24 hours after arrival of aircraft (including Sundays and holidays). If the Contractor fails to deliver the documents in time, the warehouse charges for the delayed period shall be recovered from the contractor.
8. Billing by contractor should be done as per the work order rates, payment terms and conditions. In case of excess 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).
9. The successful bidder will be required to provide the names and address of their offices or names and address of the offices of associates at the Load Port and in Mumbai.
10. **Two consecutive delays, for reasons of delay attributed to the Contractor, in execution of the contracts where delay occurred is such that**

- a) Prescribed maximum transit time limit of the contract is reached/exceeded or
- b) Delay period has equaled/exceeded the original transit time period specified in the contracts

Whichever among the above is earlier may result in the Contractor being put on hold for future enquiries. Bids of such bidders will not be considered.

PAYMENT TERMS:

- 1 The Air Freight charges will be calculated in Indian Rupees by applying the T.T. Selling rate of SBI for the specified foreign currency (refer Price Bid) and Indian Re. prevailing on the date of landing of cargo (final IGM Inward date) at the Port of discharge. In case the date of landing of cargo is holiday (TT selling rates not available), SBI TT Selling rates of previous working day shall be considered.
- 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).
- 3 Payment will be made within 30 working days after the receipt of clear and complete Bill in all respects as per the terms of the contract.
- 4 Payment shall be made based on the actual chargeable weight of the cargo in case of variation of dimensions from the dimensions given in tender ((Variation in weight and/or dimension +/- 10%), else the chargeable wt. as per price bid will be considered.
- 5 All the Bills should be in the name of BHEL, ROD, Mumbai having GSTN 27AAACB4146P1ZF.

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.

The following documents to be submitted along with invoice

1. Signed HAWB copy
2. Proof of date of handing over of documents and cargo to the contractor by the supplier. (Email Copy/any correspondence/certification from BHEL/Supplier/overseas agent).
3. Supplier's Invoice & Packing List.

(Note: The invoice of contractor will not be processed without above mentioned documents in English language)

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" or "AIR FREIGHT FORWARDER" 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 a period of 3 months from the 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 :

a. 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

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.

19.19. ARBITRATION & CONCILIATION

19.1 ARBITRATION:

- 19.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Conciliation Clause herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the ROD issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL ROD issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL ROD issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.
- 19.1.2 The Arbitrator shall pass a reasoned award.
- 19.1.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Mumbai. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 17.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

19.1.4 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

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

19.1.5 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

19.1.6 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

19.2 CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

19.3 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-C (will be shared by BHEL as and when required). The Annexure-C together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein.

19.4 The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Annexure-C from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure-C with effect from the date as intimated by BHEL to it.

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:

The SD of Rs. **NIL/-** to be submitted .

23. EARNEST MONEY DEPOSIT:

The EMD of Rs. **NIL/-** to be submitted .

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

Reverse Auction will NOT be conducted for this tender.

SECTION V

FORMAT FOR TECHNO- COMMERCIAL BID

SR No	Description	Confirmation by Tenderer
1	a) Name and address of Associate at Port of Loading.: b) Contact person / Associate at Load Port, telephone & email: c) Name and address of Agent at Discharge Port:	To be provided
2	Compliance Letter on Company Letter head	To be provided
3	Signed and Sealed Tender Document	To be uploaded
4	Penalty : Cargo should be air lifted to Mumbai Airport within 20 days from the date of handing over of the documents and cargo to the contractor by the supplier. The transit time will be calculated from the date of handing over of complete documents and cargo to the Flight landing date (final IGM Inward date) at Mumbai Airport. For every day delay in transit time, beyond the stipulated period, for air freighting material from load port to Mumbai Airport, BHEL shall deduct a penalty 1 % of the freight value (SI No 1 of Price Bid) (including taxes) per day or part thereof subject to maximum of 10% of the freight value (SI No 1 of Price Bid) (including taxes) for the shipment and shall be adjusted from the freight bill of contractor. In case of LD/penalty recovery, the applicable GST shall be also be recoverable from the contractor.	Agreed
5	Validity of the contract : The contract will be valid for 3 months from date of LOA	Agreed

SIGNATURE AND SEAL OF TENDERER

SECTION VI

FORMAT FOR PRICE BID

ALL RATES TO BE QUOTED IN **EURO** CURRENCY:

Sl. No.	Description	Unit	Currency	Gr Weight (Kg) as per packing list	Chargeable Weight (Kg) as per packing list	Rate (exc. GST)
1	Freight Rate/Chargeable Wt (kg) for Shipment as per scope of work	Rate per Kg	Euro	90	92	
2	Origin Charges like Handling, transit permit charges, airline documentation, customer clearance as per scope of work	Lumpsum	Euro	N.A	N.A	
3	Destination Charges including Charge Collect Cartage Charges, Delivery Order Charges, and IGM Charges as per scope of work	Lumpsum	INR	N.A	N.A	
4	Total Price					

Note:

- (1) 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. as per price bid will be considered.
- (2) Charges mentioned in above Price Bid only will be payable. No other additional charges will be considered for payment. Only GST shall be paid at actual.
- (3) No conditions having any financial bearing on the freight to be given in the Price bid.
- (4) 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 BIDDER

SECTION –VII
(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

M/s Bharat Heavy Electricals Limited,
14/15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Sub: Compliance letter for Your Tender no RE/MUM/IMP/HW/IA-2224

Dear Sir,

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

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

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

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

I 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.

We are aware and now conversant with local 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.

The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site 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