



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार के एक उपक्रम)

क्षेत्रीय परिचालन प्रभाग, मुंबई, 14 वें तल, वर्ल्ड ट्रेड सेंटर -1, कफ पेरड, कोलाबा, मुंबई -400005

फोन: 022-22171376/ 350/ 372/ 301/ 305/345/ 344/ 373 ईमेल : mssea@bhel.in, msair@bhel.in

संदर्भ संख्या. RE/MUM/IMP/AC/IA-2225

दिनांक :08.11.2022

प्रति,

एम _____

प्रिय मोहदय / महोदया,

विषय: विभिन्न देशों से मुंबई हवाई अड्डे के लिए आयात हवाई माल भाड़ा वार्षिक दर अनुबंध के लिए 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 ई प्रोक्योरमेंट प्लेटफॉर्म-प्रोक्योरमेंट सिस्टम के माध्यम से ऑनलाइन किया जाएगा। बोलीदाता अपनी प्रतिक्रिया ई-<https://eprocurebhel.co.in> पर निविदा में जमा करके अपनी प्रतिक्रिया प्रस्तुत करेगा।

2.सफल बोलीदाता सभी प्रकार से अनुबंध को पूरा करने के लिए जिम्मेदार होगा। ईप्रोक्योरमेंट पोर्टल के माध्यम से टेक्नो कमर्शियल ऑफर खोले जाएंगे। इस निविदा - को ऑनलाइन रिवर्स नीलामी के माध्यम से अंतिम रूप दिया जाएगा। बोलीदाताओं से अनुरोध है कि वे ऑनलाइन ईसिस्टम के माध्यम से अपने /ट पोर्टलप्रोक्योरमें- निविदा प्रणाली के संबंध में समर्थन के लिए-सर्वाधिक प्रतिस्पर्धी मूल्य उद्धृत करें। ई, बोलीदाता निम्नलिखित से संपर्क कर सकते हैं :eprocure BHEL customer support team/ Tele No: 0120-4001002 , 0120-4001005, 0120-6277 787 Email ID : support-eproc@nic.in 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 ई निविदा पोर्टल में नियत तारीख से पहले-अपना सबसे अधिक प्रतिस्पर्धी प्रस्ताव जमा करना सुनिश्चित करें।

3.प्रस्तावों में शामिल होंगे:

ए [ईएमडी :- **2.15 लाख रुपये** की ईएमडी एनईएफटीजा सकता है आरटीजीएस के माध्यम से जमा की जानी है। निधि को भेल बैंक खाते में स्थानांतरित किया/

भारत हे :नाम :जिसका विवरण हैवी इलेक्ट्रिकल्स लिमिटेड, बैंक और शाखा :**भारतीय स्टेट बैंक, कफ पेरड शाखा, खाता संख्या10783155482 ; IFSC कोड : SBIN:0005345** 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। भाग-तकनीकी वाणिज्यिक बोली। दिए गए दिशा - 1-निर्देशों के अनुसार प्रस्तुत किया जाना चाहिए।

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 और अनुलमक



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/ 301/305/ 345/ 344/ 373 Email : mssea@bhel.in, msair@bhel.in

No. RE/MUM/IMP/AC/IA-2225

Date: 08.11.2022

To

M/s _____

Dear Sirs,

Sub: Tender for Import Air freight annual rate contract from various Countries to Mumbai Airport.

BHEL, a Power Equipment Manufacturing Company, intends to import Engineering cargo. Your most competitive offer is invited for the subject work on the following terms and conditions.

The tender comprises of

Sn.	Description	Section
1	Gen. information and Scope of Work	I
2	Instructions to Bidders	II
3	Special conditions	III
4	PQR cum Techno Commercial Bid	IV
5	General Terms and Conditions	V
6	Rate Schedule & Price Bid	VI
7	Letter of Compliance	VII

GUIDELINES FOR OFFER SUBMISSION:

1. The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://eprocurebhel.co.in>
2. **Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. This tender will be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system. For support regarding e-tendering system, bidders may contact following:** eprocurebhel customer support team/ Tele No: 0120-4001002 , 0120-4001005, 0120-6277 787 Email ID : support-eproc@nic.in 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.**
3. The offers shall Include:
 - a. **EMD:-** The EMD of **Rs. 2.15 Lakhs** to be submitted through NEFT/RTGS. The fund may be transferred to BHEL **Bank Account the details of which are: Name: Bharat Heavy Electricals Limited, Bank & Branch: State Bank of India, Cuffe Parade Branch, Account No: 10783155482, IFSC Code: SBIN0005345.** EMD must be deposited latest by **15:00 Hrs** on the day of Tender Submission Date. The offers without EMD will not be considered for evaluation. UTR details shall be furnished vide email before opening of tender. NO hard copy DD shall be accepted.
 - b. Part-1 – Techno Commercial Bid. Should be submitted as per guideline provided.
 - c. Part-2 – Price Bid. Should be submitted as per guideline provided.

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

Thanking you,

Yours faithfully

For Bharat Heavy Electricals Limited

Dy. Manager (Imports)

Encl: Section –I to VII & Annexure

Section -1
General Information

BHEL imports air cargo from various countries to Mumbai Airport. To achieve the same, tender on e-Procurement platform at <https://eprocurebhel.co.in> is invited from Air Freight Forwarders for the air freight forwarding activities for a period of **1 year**. (Extendable up to **further 1-year** subject to mutual consent).

Name and Contact Details of the Person for Queries in the Tender	1]Mrs. Asa M Angelina Khalkho, Dy. Manager Ph: 022-22171376, Mobile: 9997092528, asamanin@bhel.in , 2. Mr. P. Z Salvi, Sr. Executive (Import), Airport Office, Ph :022-26828192, 022-26828190, MOB : 9930660009 2] Mr. Sanjeev Shikhare, AGM (MS) Ph: 022-22171301, rodsds@bhel.in
EMD Amount	Rs.2,15,000/-
Time Limit for EMD Submission	15:00 Hrs on 30.09.2022
Last Date of Submission of the Tender through e-Procurement system	18.11.2022, 1500Hrs.
Tender Opening Date	18.11.2022, 1505 Hrs.
Company current CHA	M/s Sharp Logistics Pvt. Ltd. Nagendra Tripathi - Sr. Manager – Operations email : nagendra@vrsharp.com
Estimated work order value as per rates declared in tender	Rs.107 Lacs approx.

SCOPE OF WORK

BHEL an Authorized economic operator (AEO) intends to appoint a Contractor for Airfreighting of various cargoes for period of one year. Contractor shall have to arrange for the follow-up, collection, forwarding and air freighting of the cargo for imports to Mumbai. The Contractor and their agents in foreign countries should be registered with IATA.

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

SCOPE OF WORK:

1. Manufacturing unit will provide the details of packages/cargo along with supplier contacts to the contractor in specific format as given at Annexure-2.
2. Contractor shall get a copy of relevant Purchase Order from company. The Contractor or his overseas agent shall be responsible to contact the Foreign Suppliers/shipper on whom the purchase order/s has been placed and receive the cargo, invoice and packing list from supplier as per the PO incoterms. Proper receipt should be issued to supplier and copy of the receipt should be provided along with the Pre-Alert.
3. Contractor/his agent has to ensure that the cargo being handed over by the supplier/shipper is properly packed and marked, worthy of air freighting in line with the IATA requirements. Ensure that the Supplier has given packages duly Shrink wrapped multi layered to bear the rain/water/snow/moisture etc.
4. Contractor must ensure that each package are properly marked and Labelled, by supplier/shipper with details like, Shipper name and address, Consignee Name and Address, Origin, Destination, Invoice Number, Package Number, MAWB and HAWB Number, PO number etc. This details can be ascertained on whatsapp.

5. Contractor must ensure that Number of Packages on documents must tally with Number of Physical Packages handed over, Clubbing of Packages from different suppliers/ units should be avoided as the same creates issues with Customs and Custodians at destination.
6. If the cargo of different POs is made available at same time at same place of by **same** Supplier , the same should be clubbed under single HAWB. If contractor fails to do so, any additional cost/ loss to BHEL due to non-clubbing of cargo in same AWB may be recovered from Freight bills. However, the final decision whether or not to club the cargo rests with BHEL.
7. No storage charges will be paid by the company at origin under any circumstances.
8. Contractor to ensure the following before airlifting the cargo: -
 - All the activities to be carried by shipper as per Inco-terms mentioned in the company's PO on supplier.
 - Supplier's final commercial Invoice is in line with the PO. There is no discrepancy in item value's, packages etc.
 - Packing list has details of weight, type, dimensions, UOM, No. of packages. There should be no discrepancy in AWB w.r.t details of packing list.
 - Warehouse receipt, if issued and given with pre-Alert should co-relate with the pre-Alert either by supplier PO no or invoice no. If there are multiple invoices all invoice should be mentioned in warehouse receipt.
9. Contractor shall ensure that PO no and Supplier Invoice no appears in the AWB to enable us faster clearance at discharge port. Dimensions and weight of each package should be mentioned on AWB.
10. To keep respective coordinating BHEL office (Refer Annexure-3) posted with all information regarding the readiness of the cargo for dispatch, expected date of pick up/ dispatch and other relevant matters.
11. After receiving the cargo from the shipper, 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.
12. The contractor to ensure that their overseas agents should prepare House Airway Bill, after collecting **of documents** viz. PO Copy, Invoice copy, packing lists etc. from suppliers and arrange to execute all activities for dispatch as per the company PO incoterms.
13. Contractor shall send the PRE-ALERT, without fail, giving details like PO No., MAWB No., House Airway Bill & Port of Loading, No. of Pkgs., weight, freight (including freight and CC charges along with exchange rate with date) and flight details immediately after receipt of the cargo at the load port, at least **48 hrs.** before the arrival of the flight in Mumbai. All the charges towards all such services shall be borne by the Contractor. In case of delay/ change/prepone in flight, the same shall be informed immediately with updated flight details, revised documents (if applicable) and expected arrival date.
14. **Pre-Alert documents:** The Contractor should send scanned documents by email i.e. AWB, Invoice, Packing List, country of origin along with freight certificate to concerned BHEL ROD/ BHEL Airport office/units as the case may be, immediately on booking the cargo at Load port. The Pre-alert should be received before 48 hrs of arrival of flight.
15. Contractor shall ensure that declaration of Freight in freight certificate is as per contract. Any cost implication (duty, demurrage, penalty, etc) due to incorrect Freight declaration shall be recovered from contractor, if incurred.
16. In case of Ex-works shipment, **Seven** additional days are permitted for inland transportation and other activities in transit.
17. 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.
18. A Soft copy of full set of documents for BHEL Airport Office within **12 hours** of flight arrival to be shared to email address : msair@bhel.in and respective manufacturing coordination group as per Annexure-3

19. **Original set** will be the Banker's set and that has to be handed over to supplier for LC negotiation or otherwise.
20. **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.
21. Contractor should ensure continues availability of official/ his representative in Air cargo complex Sahar to resolve various shipment related issues like Cross labelling of packages, tracing of missing packages, repackaging of damaged package, Direct delivery of heavy shipment from runway, Issuing online DO charges and Airline payments, Amendment of IGM, Amendment of weight, Amendment of number of packages, Segregation of packages from Airlines to MIAL authority, Amendment of Master AWB etc.
22. **Period of Contract:** The period of contract will be one year from date of LOA with the provision of further extension up to 1 year 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 **3 months** if BHEL desires so.
23. The Contractor shall immediately intimate any change in the address of the Offices and its agent during the period of Contract.
24. No cargo will be accepted in case supplier is not able to provide dimension and weights of packages.
25. **Chargeable weight calculation:** For the purpose of calculating the airfreight, the following shall apply: -
 - (i) 6000 cubic centimeters shall be deemed to equal one kilogram (L (cm) x W (cm) x H(cm) /6000 = Volume weight in Kgs.)
 - (ii) Freight rates shall be applied on **Chargeable weight i.e** the actual weight (Gross weight) or the Volume weight whichever is greater.
 - (iii) Fraction of kilogram or unit shall be rounded to the next higher half-kilogram or unit.
26. **Determination of Weight Slab:**
 - 26.1. Freight is payable on the basis of chargeable weight (Gross weight or Volume weight whichever is higher) as per the dimensions in the HAWB/ Packing list/ Invoice.
 - 26.2. When freight is payable on the volume weight, the dimensions are to be necessarily provided in the HAWB and packing list/ Invoice to be enclosed along with the documents.
 - 26.3. 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.
 - 26.4. 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).
 - 26.5. Following example show slab calculation:

Shipment 1:

Gross weight =750kgs, Measurement of cargo = 102cm X 98cm X 106cm = 1 box and 80cm X 65cm X 103cm = 3 boxes
 Total volume = 1059576 +(535600X3) = 2666376 cubic centimeters, Total volume weight = 2666376 / 6000 = 444.396kgs
 Here in shipment No: 1, the gross weight is 750kgs and volume weight is 444.396kgs. Hence, Chargeable weight is 750 kgs which is also gross weight, 750kgs (which is greater) so the cargo will fall in **slab 5**

Shipment 2:

Gross weight = 850kgs, Measurement of cargo = 120cm X 160cm X 115cm = 2 boxes & 75cm X 130cm X 125cm = 2 boxes
 Total volume = 4416000 + 2437500 =6853500 cubic centimeters, Total volume weight = 6853500 / 6000 = 1142.25kgs
 Here in shipment No:2, the gross weight is 850 kgs and volume weight is 1142.25kgs. Hence, airfreight is charged on the basis of volume weight, 1142.25kgs. Here, the chargeable weight is 1142.25kgs which fall in **slab 6**

Shipment 3:

Gross weight: 950 kgs.
 Measurement of cargo = 1 mtr. X 1.05 mtr. X 0.85 mtr. = 2 boxes, 0.7 mtr. X 1.50 mtr. X 0.60 mtr. = 3 boxes
 Total volume = (0.8925 X 2) + (0.63 X 3) i.e 1.785 + 1.89 = 3.675 cubic meter
 Total volume weight = 3.675 / .006 = 612.50 kgs. Here, the chargeable weight is 950 Kgs which fall in **slab 5**

27. **Shipment of Dangerous(DGR) Cargo:** Rates of Dangerous irrespective of stackability Cargo rate shall be considered **1.8 times** of contracted rate against each location. However, this will subject to acceptance of airlines. The non-acceptance by airline should be intimated to BHEL within 4 days of request of airfreighting to enable us to float open inquiry.
28. **Shipment of Radioactive Cargo:** not included in this contract.
29. **Shipment of Defense Cargo:** not included in this contract.
30. **Shipment of ODC Cargo:** not included in this contract
31. **Shipment of Non Stackable Cargo:** Rates of Non stackable cargo rate shall be considered **1.2 times** of contracted rate against each location.

31.1. **Payment and billing:**

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

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

Sn.	BHEL PO incoterm	Types of Cost payable to contractor by BHEL as per this tender for General cargo	Total Transit Time
1	2	3	4
A	FCA Airport	1] Origin Charges as per column B of Schedule B +2] Air freight as per the weight slab as per minimum or applicable slab of Schedule A +3] Destination charges (D) of Schedule B	12 days
B	Ex-works	1] Origin Charges as per column A of Schedule B +2] Air freight as per the weight slab as per minimum or applicable slab of Schedule A +3] Destination charges (D) of Schedule B	19 days

Note:

1] GST shall be paid extra by company on services provided in India.

2] Charges will be paid on rate per kg or minimum charges basis, whichever is higher.

3] No other charges shall be payable other than those mentioned above.

4] Contractor to ensure that billing is made as per above and as per the price finalized after bidding in the price schedules.

5] In case the PO incoterm is FOB Origin Airport then only Air freight and destination charges will be payable to contractor with transit time of 10 days.

31.1.3. Following example show payment calculation:

Shipment 1: FCA Frankfurt Airport

Chargeable Weight = 750 Kg

1. Freight charges as per Schedule A (F):

Cargo will fall in Slab 5

Minimum charges = EU 79.33, Slab 5 rate= EU 1.16 per Kg

Charges as per Slab 5 = EU 870

As Slab rate is higher than minimum rate, applicable freight charges will be EU 870

2. Origin FCA charges as per column B of Schedule B

Minimum Charges = EU 68

Rate per Kg =0.43 per Kg = EU 322.5

As rate per kg is higher than minimum rate, applicable origin charges will be EU 322.5

3. Destination Charges (D) of Schedule B

Minimum= Rs 4500 or Rs 2/Kg whichever is higher

Destination charges = Rs 4500

Total charges (1 + 2 +3)= EU 1192.5 + INR 4500

Shipment 2: EXW Frankfurt

Chargeable Weight = 750 Kg

1. Freight charges as per Schedule A (F):

Cargo will fall in Slab 5

Minimum charges = EU 79.33, Slab 5 rate= EU 1.16 per Kg

Charges as per Slab 5 = EU 870

As Slab rate is higher than minimum rate, applicable freight charges will be EU 870

2. Origin EXW charges as per column A of Schedule B

Minimum Charges = EU 108

Rate per Kg =0.67 per Kg = EU 502.5

As rate per kg is higher than minimum rate, applicable origin charges will be EU 502.5

3. Destination Charges (D) of Schedule B

Minimum Rs 4500 or Rs 2/Kg whichever is higher

Destination charges = Rs 4500

Total charges (1 + 2 +3) = EU 1372.5 + INR 4500

32. **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 **3 months** from the date of expiry or early termination of the contract. BHEL reserves the right to review the case for payments as deemed fit after the period of **3 months**.
33. **List of Overseas Agents of contractor:** To enable Contractor and their overseas agents to render the services under this contract, company shall provide vendor contact details in the PO placed to facilitate the co-ordination between the overseas agent and the vendor. Contractor shall give details of address of their overseas Agents with contact person details, email for each Airport and receive the cargo at Airport as per FCA Airport incoterm or for pick up on Ex works basis.
34. **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.
35. **Loss of Cargo:** In case of loss of cargo, Contractor shall immediately take all appropriate measures viz. intimation of loss to BHEL/Underwriter, arrange for short landing certificate/non-delivery certificate, file FIR at the Port of Origin/destination (as applicable), furnishing relevant documents etc for enabling BHEL to lodge insurance claims with the underwriters. In case the contractor fails to perform as above due to which BHEL is not able to lodge claim with the underwriter within the prescribed time frame or fails to furnish all the documents as required by the underwriters, they will be held fully responsible for the loss and BHEL reserves the right to make good such losses from the contractor.
36. Any Discrepant handover like incorrect Documentation or Dispute should avoided with shipper, as the same will cause storage at Origin for which the contractor has to settle with the shipper. Company in any case will not accept any storage/additional charges.
37. When instructed contractor shall have to feed the data / upload documents in the online Import Clearance System of company at various stages of clearance of import of air cargo for which the contractor will be provided login and password. They will at the same time track their bills in the system verified / passed for payments.
38. Any non-specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in the scope of work at no additional cost to BHEL.
39. Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs.
40. The contractor while executing work should consider the shortest, most economical and reliable logistics to be adopted for movement of cargo.

SIGNATURE AND SEAL OF TENDERER

SECTION II
INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <https://eprocurebhel.co.in>
2. The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for movement 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 performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest.
11. BHEL reserves the right to reject any bid/all bids without assigning any reason whatsoever at any stage of the tender process.
12. All prices to be quoted are in respective foreign currencies except for destination charges which is INR.
13. **Evaluation Criteria**
 - A. Offers of Parties meeting techno commercial requirements will only be considered for Price bid opening.
 - B. The Tender will be finalized through Reverse Auction only as per BHEL Reverse Auction guidelines. Bidders who are technically not qualified will not be allowed to participate in the reverse auction.
 - C. The date and time of reverse auction will be intimated in advance to the technically qualified bidders.
 - D. Offers shall be evaluated based on lowest percentage of BHEL total price offered in the Price Bid
 - E. Percentage offered by L1 bidder shall be uniformly applied to Price bid Schedule (except Destination Charges). Destination charges has been kept fixed.
 - F. No modification is allowed in BHEL Price Bid Schedule
 - G. The contract value will be arrived based on the final rates quoted by L1 bidder as per Incoterms and nature of cargo, received after RA on the load indicated in Annexure-6 and exchange rate (SBI TT selling rate) prevailing on the date of opening of technical bid in respective currencies. The contract value will be intimated to party while placing LOA. In case of any currency SBI TT Selling exchange rate is not available, then for that currency last published SBI TT Selling exchange rate available as on date of Technical Bid opening shall be used for conversion for purpose of deriving the contract value.
14. **Instruction for MSE suppliers (Micro and Small Enterprises):**

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

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

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

Definitions of MSEs owned by Women is under:

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

Definitions of MSEs owned by SC/ST is under:

- i. In case of proprietorship firm, proprietor must be SC/ST.
- ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters
- iv. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- v. District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
- vi. Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
- vii. Revenue Officer not below the rank of tahsildar.
- viii. Sub-Divisional officer of the area where the individual and/ or his family normally resides.
- ix. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

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

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

SIGNATURE AND SEAL OF TENDERER

SECTION –III SPECIAL CONDITIONS

- 1.1 TRANSIT TIME:**
- 1.2** Total Transit time permitted as per the schedule provided in scope of work. Total transit time will be calculated per AWB. If Gross weight in any single AWB is **more than 3MT** OR DGR shipment OR Non-Stackable shipment, additional 5 days transit time will be given.
- 1.3 Start of Transit time**
- 1.3.1 In case FCA Airport:** Next day of Cargo out of charged date mentioned in shipper shipping bill with all Custom Cleared document handover to Forwarder.
- 1.3.2 In case of Ex-works:** cargo pick up date by forwarder or document handover date by shipper whichever is later.
- 1.4 End of Transit time** will be the date of final IGM (inward date) in B/E at Mumbai Airport. **Example:** If material is handed over/ Pick up on the 5th of the month and reaches Mumbai airport with IGM Inward on the 15th of the same month then no. of transit days is equal to 15-5 = 10 days.
- 1.5 Transit Penalty:** 1 % of total airfreight charges **per AWB** shall be deducted for every day of delay in transit up to a **maximum of 10% total airfreight charges per AWB.**
- 1.6 Penalty for part shipment:** In case the contractor ships the cargo in more than one lot then the warehouse charges, customs penalty etc. at discharge port incurred till the arrival of last package in the same AWB shall be recovered from the contractor.
- 1.7 Penalty for not handing over the documents for clearance:** Contractor shall hand over all the documents i.e. CAN and any other related document to BHEL Office/BHEL Airport Office 12 hours prior to the arrival of the aircraft (including Sundays and holidays). **Online DO to be issued same day of flight arrival. IGM to be filed prior to arrival of the flight.**
If Contractor fails to deliver the documents as above, the penalty/interest/demurrage/additional warehouse charges incurred by BHEL on account of such delay shall be recovered from the Contractor
- 1.8 Penalty for late Pre-alert:** Pre-alert shall be given by the contractor 48 hrs before the arrival of flight at Mumbai airport. Airport demurrage/warehouse charges/custom penalty/Interest on custom duty incurred due to delay in Pre-alert shall be recovered from the contractor.
- 1.9 Penalty for insufficient/Incorrect documents:** If the contractor delays to submit the required documents as intimated by unit/Port ROD (necessary for clearance of goods) then the amount of demurrage/ warehouse charges/custom penalty/Interest on custom duty /Bill of entry amendment charges/IGM amendment charges incurred due to such delay shall be recovered from the contractor.
- 2.0** In case of any contingency/unforeseen reasons like closure of Airport, movement of live stocks/lifesaving drugs/perishable goods, relief measures, war/flood/ drought victims etc. which leads to delay in bringing the cargo from the port of origin, relaxation in transit period could be considered with proper documentation. Grant of extension of time is the sole discretion of BHEL Management. A copy of such communication regarding extension of time granted by BHEL shall be produced along with the Bill.
- 3.0 Change in business/load pattern:** The actual load pattern may differ to any extent at execution stage. Please note that total weight, total no of shipments, country wise composition of freight volume may vary to any extent as compared that shown in **Annexure 6**. Also note that payments will be based on for actual work executed by contractor based on the payment method shown in note of price bid and clause 31.1.2 of scope of work. **BHEL does not guarantee the volume of work/load or the load pattern.** In case of drop in volumes/load or insufficient work, contractor will not be entitled for any compensation from BHEL on this account. The **load pattern / volume of work** is indicated in **Annexure-6**.
- 4.0 PRICES & PAYMENT TERMS:**
- a. 100% payment of the charges will be made in INR by BHEL by NEFT / RTGS against the bill submitted with all documents as per payment terms.

- b. Reimbursement of charges paid by the forwarder like Terminal charges, storage, repairs of package etc. will be made against submission of proper and correct GST invoices and bills along with applicable tariff, within 30 days of receipt of such bills. Invoices if issued in the name of BHEL will have to be submitted in original with correct GST nos. for claiming the reimbursement.
- c. Bidders should quote in Prescribed Price Bid Format only. Prices are to be quoted by bidders inclusive of all taxes, duties, levies and all other charges except GST. Applicable GST shall be payable extra.
- d. **All bills are to be in the name of BHEL, ROD with GSTN-27AAACB4146P1ZF.**
- e. Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, **including TDS / GST TDS** and/or any other levies at the prescribed rates.
- f. All the bills should be submitted in original copy. In addition, one scan copy of bill sets is also to be shared by email. Freight Invoice should mention PO No. and AWB No.
- g. The documents to be submitted along with bills are as follows:
 - a. Cargo arrival notice (having flight Number, arrival date & time)
 - b. ICEGATE IGM print/copy.
 - c. Signed copy of eHAWB/HAWB. HAWB should mention BHEL Unit PO No. and dimensions and should be endorsed by contractor
 - d. Copy of Suppliers invoice and packing list,
 - e. Master airway bill / cargo manifest (as and when required).
 - f. Proof of material handover date/pickup in country of load port, copy of export S/B showing out of charge date.
 - g. Following documents shall be valid Proof of cargo handover date in country of origin for below INCO terms:
 - 1) FCA- Email of load port agent regarding deliver date of cargo at airport terminal warehouse with cargo out of charge date or export clearance date or S/B out of charge date.
 - 2) Ex Works - Email of load port agent of contractor regarding pick up date of cargo with copy to supplier or warehouse receipt acknowledging pick date or any other document mentioned pick up date duly stamped and signed.
 - 3) Besides above mentioned proofs, any other documents may also be provided with consent of BHEL.
 - h. PO copy of supplier.
 - i. Statement of Facts endorsed by contractor as per Annexure 5-B
 - j. If several bills are submitted in lot, then lot will be submitted with covering letter (summary of bills) in triplicate having summary data of enclosed bills in format as attached in **Annexure-5-A**. Along with bills, contractor is also required to submit data pertaining to bills in excel format also in line with Annexure-5-C. Format shall be communicated after award of work.
 - k. 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.
 - l. If **any new tax** in India is introduced by Central/ State Govt, etc, and becomes directly applicable on items specified in the price bid, full reimbursements shall be made provided it is directly applicable on items specified in the price bid.
- 5. **Service during post contract period:** It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (inclusive of extended period, if any) for **3 months** or till alternate arrangements are made, whichever is earlier.

6. **The order will be placed only one party due operational exigency / efficiency.**
7. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno- commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for 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.

SIGNATURE AND SEAL OF TENDERER

SECTION IV
FORMAT FOR TECHNO- COMMERCIAL BID - PQR

Sn.	Description	Remarks
I	Qualification Criteria	
(a)	Bidder must have an average annual turnover not less than Rs 32.20 Lacs for the last 3 years. (i.e. average for year 2019-20, 2020-21 & 2021-22). In case Bidder does not have audited financial results for any particular year or years (2019-20, 2020-21) then the average annual turnover shall be calculated by taking that year(s) turnover/Revenue from operation as Zero and the total shall be divided by 3.	Copy of audited financial statements with P & L to be submitted. In case the Audited balance sheet of 2021-22 is not available, bidder to give an undertaking on their letter head, that the "audit has not been completed for the year 2021-2022" and provide a Chartered Accountant Certificate with turnover details
(b)	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 (i) Three contracts of value not less than Rs 42.94 Lacs each OR (ii) Two contracts of value not less than Rs 53.67 Lacs each OR (iii) One Contract of value not less than Rs 85.87 Lacs NOTES: Details of the customer with email, contact details and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.	Copies of satisfactory completion certificate OR contract copy of the work executed or completed from customer must be attached
(d)	Bidder should have office in Mumbai within MCGM limit.	Electricity Bill/ Telephone Bill/ Rent agreement or any other document verifying the same.
(e)	To have valid IATA certificate of bidder	Copy of valid IATA certificate to be submitted.
(g)	PAN CARD of the company, GST registration Certificate of the company	Copy to be submitted.
(h)	Letter of authorization for signatories to act on behalf of the company.	An power of attorney indicating that the person signing the IPA is duly authorized by the company/firm
(i)	The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.	A self-certification should be submitted by the bidder indicating compliances. Date to be mentioned on the certificate
(j)	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	A self-certification should be submitted by the bidder indicating compliances Date to be mentioned on the certificate
(k)	EARNEST MONEY DEPOSIT/ Valid MSE Certificate: The Bidders, shall submit tenders with interest free EMD as per tender conditions.	NEFT details to be provided here.
(l)	CONTACT DETAILS: Name & Address of the company along with contact details of Owner, Chairman, MD, CEO and directors.	Details to be Provided
(m)	Electronic Clearing Service Credit clearing/ RTGS/ NEFT Mandate Form certified from Bank.	To be provided

(n)	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
(o)	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be submitted	To be provided
(p)	<p>i) The Bidder is required to state whether he is a relative of any Director of the Company or the Bidder is a firm in which any Director of the Company or his relative is a partner or any other partners of such a firm or alternately the Bidder is a private company in which Director of the Company is a member or Director.</p> <p>Note - Latest list is available in the company web site. Bidder may check for any changes in the list of directors at the time of submission. https://www.bhel.com/board-of-directors</p>	<p>1] provide Name of the Bidder and his relations with the Director in the Company 2] Provide Name of the Director of the Company who is related to the Bidder 3] Provide Name of the Director of the Company who is a member or a Director of the firm</p>
(q)	If any Retired company Personnel is employed by the Bidder, Mention the details	<p>Name Staff No Designation Unit & Dept Date of Leaving Service</p>
Other Terms and Conditions		
1.	PAYMENT TERMS: As Specified in the tender.	Agreed
2.	INDEMNITY: As Specified in the tender.	Agreed
3.	VALIDITY: The period of contract will be for 1 year from date of LOA with the provision of further extension up to 1 year 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 3 more months.	Agreed
4.	RISK PURCHASE: As Specified in the tender.	Agreed
5.	SCOPE OF WORK : We have understood the scope of work and special conditions.	Agreed
6.	DEAD FREIGHT: 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
7.	PENALTY FOR TRANSIT TIME: As Specified in the tender	Agreed
8.	EVALUATION CRITERIA: We have understood the evaluation criteria.	Agreed
9.	All payments will be made as per actual cargo being handled	Agreed
10.	The order will be placed only one party due operational exigency / efficiency.	Agreed
11.	If at any point of time it is found that the details furnished by the contractor are not correct then BHEL reserves the right to cancel the contract, forfeit security deposit and initiate risk purchase	Agreed
12.	Submission of Security Deposit: Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest.	Agreed

***Note:** If Bidder has submitted BHEL contract and SD has been released without any deduction, then that Work Order value will be treated as successfully executed contract.

SIGNATURE AND SEAL OF BIDDER

SECTION V
GENERAL TERMS AND CONDITIONS

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

1.0 GENERAL TERMS & CONDITIONS:

- 1.1** "COMPANY" shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2** "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "AIR Freight Forwarder" where the context so requires.
- 1.3** "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.4** "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement if any, the work order, the LOA, the accepted Price Schedule A & B, General Terms and Conditions of Contract, Scope of work & Special Conditions of Contract, Instructions to Bidder, and Special Specifications (if any).
- 1.5** Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL.
- 1.6** "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Techno-commercial specifications/requirements, price schedule A and B, and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7** "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8** "VALIDITY OF THE CONTRACT" The rates finalized in the contract to be valid till all the activities in the scope of work is completed.
- 1.9** "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- 1.10** **PROJECT CARGO:** Shall mean any cargo comprising of equipment, fabricated items, and components of the manufactured equipment / system of: Mechanical, Electrical, Instrumentation & Control, Electronics, Metal structures / pipes, Large/ Heavy Engineering machinery, transformer oil, Resins, insulation material , hardeners etc or a mix thereof, Items used in power plants, transported as a containerized shipment and breakbulk shipment during the course of national or international transportation or exportation-importation.
- 1.11** "Ton" means one metric Ton of 1,000 kilograms or one cubic meter.
- 1.12** **FREIGHT TON (FRT):** Shall mean Cargo weight in Metric Tonne or volume in cubic meter whichever is greater.
- 1.13** **LOT:** Supplies which are shipped on single voyage/Flight /Aircraft.
- 1.14** **ODC:** Any single dimension of a package that is beyond size **318 cm (L) x 244cm (w) x 163cm (H)**
- 2.0** **Issue of Notice:** The Contractor shall furnish the name, designation and addresses of his authorized agents/associates at all the Destination Port. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent/representative.
- 3.0** **Commencement of Work:** The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOA and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 4.0** **Discrepancy and Contradiction**

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

- 7.4 Contractor should timely update output data in GST portal to enable BHEL to take input tax credit. GST of the contractor will be released only on correct reflection of the invoice and amount of GST portal.
- 7.5 Freight payments along with the other charges as per the contract rates or otherwise shall be made to the contractor in Indian Rupees only.
- 7.6 For the purpose of conversion, SBI TT Selling Exchange rate of every Monday of week of flight arrival shall be considered for payment for the week to Contractor in Indian Rupees. In case of Bank holidays and new TT Selling rates not available, previous week's SBI TT Selling Exchange rate shall be considered for payment.
- 7.7 Freight bill shall contain the details of packages, weight and MBL number and other charges as per the contracted rates.
- 7.8 All taxes, charges and dues of carrier if any during execution of this contract shall be on Contractor's account both in load port and in the discharge port.
- 7.9 TDS / GST TDS as applicable will be deducted from contractor's bill.
- 7.10 All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable in India as well as in overseas are included in the quoted price. GST & applicable Cess, if any, in India will be payable extra.
- 7.11 If **any new tax** in India is introduced by Central/ State Govt, etc, and becomes directly applicable on items specified in the price bid, full reimbursements shall be made provided it is applicable on items specified in the price bid.
- 8.0 **TIME LIMIT FOR SUBMISSION OF BILLS:**
- 8.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (2) **Two months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the BHEL accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 8.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (3) Three months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated **two month's** period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 8.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to the prior approval of the BHEL accepting authority, notwithstanding what has been laid down in the Clause on Payment. The decision of the BHEL accepting authority shall be final and binding on the contractor.
- 9.0 **RISK PURCHASE:** BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.
- 9.1 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the security deposit.
- 9.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 9.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 9.4 In case if, Risk Purchase is enforced, the contractor will hand over the clean cargo along with all related documents, NOC etc. without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.
- 9.5 In case the initiation of the execution of contract is delayed beyond allowed transit time then the risk purchase clause shall be applicable with immediate effect without any notice from BHEL.

10.0 **Observance of Local Laws in India and Abroad:**

- 10.1 The Contractor shall comply with all Laws, Statutory Rules, and Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under the law of the land.
- 10.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable/levied on account of any of the operations connected with the execution of this contract.
- 10.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.
- 10.4 The contractor shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Airport Authorities, Customs and Insurance Authorities etc. for carriage of air consignments and keep themselves in touch with the carriers or their agents and concerned authorities about the incoming consignments.

11.0 **Safety of Men, Equipment, Material & Environment:**

- 11.1 All applicable safety rules, codes shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 11.2 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and air/road Transportation of all types of cargo. The contractor shall follow the safety requirements as applicable by laws, rules and regulations at all time during the period of contract.
- 11.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 11.4 No unauthorized person should be allowed to work for the transportation/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

12.0 **Insurance:**

- 12.1 BHEL shall arrange for insuring the cargo/consignment covering the risks during transit and material handling at port(s) as per incoterms.
- 12.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- 12.3 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 12.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

13.0 **Force Majeure:** The following shall amount to force majeure conditions: -

- 13.1 Acts of God, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- 13.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to BHEL within 14 days from the date of occurrence thereof.
- 13.3 The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance

and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

13.4 Force Majeure conditions will apply on both sides.

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

14.0 **PREVENTION OF CORRUPTION:**

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

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

15.0 **ARBITRATION & CONCILIATION**

15.1 **ARBITRATION:**

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

15.1.2 The Arbitrator shall pass a reasoned award.

15.1.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Mumbai. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 15.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any dispute to the exclusion of any other court.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes)

- as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.
- 15.1.5 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.
- 15.1.6 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.
- 15.2 CONCILIATION:**
If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. Note: 1) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2) Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- 15.3 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-C (will be shared by BHEL as and when required). The Annexure-C together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein.
- 15.4 The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Annexure-C from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure-C with effect from the date as intimated by BHEL to it.
- 16.0 **LAWS GOVERNING THE CONTRACT:** The contract shall be governed by the Indian Laws for the time being in force and only courts in Mumbai, India shall have jurisdiction over this contract.
- 17.0 **INDEMNITY:** The Contractor shall indemnify and keep BHEL indemnified against all losses, claims, demurrage, detention etc. arising out of any of his acts or out of the acts of his agents or associates or employees during the currency of the contract.
- 18.0 Security Deposit**
- 18.1 Successful bidder shall submit 5% of the total contract value as security deposit within **within the 05 working days (excluding bank holidays)** of issue of LOA for the contract.
EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit
- 18.2 Security deposit may be made in any of the following ways:
- i) Only Electronic Fund Transfer in favor of BHEL
 - ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. List of Consortium Banks for issue of Bank Guarantee enclosed with the documents.
 - iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- 18.2.1 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

- 18.2.2 In case of delay in submission of security deposit, enhanced security deposit which would include interest (SBI rate + 6%) for the **delayed period**, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered, from the bills along with due interest.
- 18.2.3 The security deposit shall not carry any interest. (Note: Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- 18.2.4 Securities / BG's shall be released after three **(3) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

19.0 Earnest Money Deposit

- 19.1 The offers from the bidders shall enclose a EMD as per Techno Commercial Bid in any one of the following forms: Electronic Fund Transfer credited in BHEL bank account (before tender opening).
- 19.2 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 19.3 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract.
- 19.4 If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- 19.5 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.
- 19.6 EMD of successful bidder will be adjusted towards part of the security deposit.
- 19.7 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.
- 19.8 EMD shall not carry any interest.
- 19.9 In case total EMD amount is more than Rs.2 (Two) Lakh, the amount in excess of Rs. 2 (Two) Lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months. The Bank Guarantee furnished should be strictly as per BHEL Format.
- 19.10 Central/ State PSUs are exempted from submission of EMD.

20.0 Requirements of Performance.

- 20.1 All the permissions and Clearances or any other relevant authorization/indemnities from/to competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident enroute and consequences there off including legal complications, if any.
- 20.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- 20.3 The Contractor shall take all due care for protecting the consignments from rains/snow/ice/ and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During handling of cargo, he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.
- 20.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing escort /pilots (if necessary) shall be the responsibility of the Contractor at his own cost.

- 20.5 In the event of contractor backing out/not performing as per the contract, suitable action will be taken by BHEL as per contract. Additionally, future business of such de-faulting contractors will be suspended from business with BHEL as per company policy
- 20.6 Whenever asked by company, all documents including AWB, delivery orders, payment invoices etc. will be submitted by contractor immediately not later than **three working days**, failing which appropriate action as deemed fit and recovery of the losses by the company will be done.
- 20.7 In the event of carrier or its owners, being declared as bankrupt or insolvent or is liable to arrest and is unable to complete the voyage then it is contractor's responsibility to make alternate arrangements at his own risk and cost to take the custody of cargo and delivery the cargo at named discharge port and complete all contractual obligation as per the scope of the work.
- 21.0 The Contractor must give minimum **2-month** notice in writing if he wishes to discontinue the awarded work.
- 21.1 The contractor should ensure complete safety of the cargo handling operations at all times till cargo is bought to port for customs clearance and delivery.
- 22.0 **Responsibility of seller buyer as per FCA Named Place (Airport) (Incoterm 2020)**
- 22.1 A THE SELLER'S OBLIGATIONS
- 22.1.1 A1 General Obligations: The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract. Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.
- 22.1.2 A2 Delivery: The seller must deliver the goods to the carrier or another person nominated by the buyer at the named point, if any, at the named place, or procure goods so delivered. The seller must deliver the goods 1] on the agreed date or 2] at the time within the agreed period notified by the buyer under B10(b) or, 3] if no such time is notified, then at the end of the agreed period. Delivery is completed when the goods are placed at the disposal of the carrier.
- 22.1.3 A3 Transfer of risks: The seller bears all risks of loss of or damage to the goods until they have been delivered to Airport in accordance with A2, with the exception of loss or damage in the circumstances described in B3.
- 22.1.4 A4 Carriage: The seller has no obligation to the buyer to make a contract of carriage. However, the seller must provide the buyer, at the buyer's request, risk and cost, with any information in the possession of the seller, including transport-related security requirements that the buyer needs for arranging carriage. The seller must comply with any transport-related security requirements up to delivery.
- 22.1.5 A5 Insurance: The seller has no obligation to the buyer to make a contract of insurance. However, the seller must provide the buyer, at the buyer's request, risk and cost, with information in the possession of the seller that the buyer needs for obtaining insurance.
- 22.1.6 A6 Delivery/transport document: The seller must provide the buyer at the seller's cost with the usual proof that the goods have been delivered in accordance with A2. The seller must provide assistance to the buyer, at the buyer's request, risk and cost, in obtaining a transport document. Where the buyer has instructed the carrier to issue to the seller a transport document under B6, the seller must provide any such document to the buyer.
- 22.1.7 A7 Export/import clearance: It is the seller's obligation to do Export Clearance Where applicable, the seller must carry out and pay for all export clearance formalities required by the country of export, such as: 1] export licence, 2] security clearance for export; 3] pre-shipment inspection; and 4] any other official authorisation. Where applicable, the seller must assist the buyer, at the buyer's request, risk and cost, in obtaining any documents and/or information related to all transit/import clearance formalities, including security requirements and pre-shipment inspection, needed by any country of transit or the country of import.

- 22.1.8 A8 Checking/packaging/marking: The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) that are necessary for the purpose of delivering the goods
- 22.1.9 A9 Allocation of costs: The seller must pay: a) all costs relating to the goods until they have been delivered in accordance with A2, other than those payable by the buyer under B9; the costs of providing the usual proof to the buyer under A6 that the goods have been delivered; where applicable, duties, taxes and any other costs related to export clearance under A7(a); and the buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with B7(a).
- 22.1.10 A10 Notices: The seller must give the buyer sufficient notice either that the goods have been delivered in accordance with A2 or that the carrier or another person nominated by the buyer has failed to take the goods within the time agreed.
- 22.2 B THE BUYER'S OBLIGATIONS
- 22.2.1 B1 General Obligations The buyer must pay the price of the goods as provided in the contract of sale. Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.
- 22.2.2 B2 Taking Delivery: The buyer must take delivery of the goods when they have been delivered under A2.
- 22.2.3 B3 Transfer of risks The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2. If: a) the buyer fails to nominate a carrier or another person under A2 or to give notice in accordance with B10; or b) the carrier or person nominated by the buyer under B10(a) fails to take the goods into its charge, then, the buyer bears all risks of loss of or damage to the goods: (i) from the agreed date, or in the absence of an agreed date, (ii) from the time selected by the buyer under B10(b); or, if no such time has been notified, (iii) from the end of any agreed period for delivery, provided that the goods have been clearly identified as the contract goods.
- 22.2.4 B4 Carriage The buyer must contract or arrange at its own cost for the carriage of the goods from the named place of delivery, except when the contract of carriage is made by the seller as provided for in A4. B5 Insurance The buyer has no obligation to the seller to make a contract of insurance.
- 22.2.5 B6 Delivery/transport document The buyer must accept the proof that the goods have been delivered in accordance with A2. If the parties have so agreed, the buyer must instruct the carrier to issue to the seller, at the buyer's cost and risk, a transport document stating that the goods have been loaded (such as a bill of lading with an onboard notation).
- 22.2.6 B7 Export/import clearance a) Assistance with export clearance Where applicable, the buyer must assist the seller at the seller's request, risk and cost in obtaining any documents and/or information related to all export clearance formalities, including security requirements and pre-shipment inspection, needed by the country of export. b) Import clearance Where applicable, the buyer must carry out and pay for all formalities required by any country of transit and the country of import, such as: ``import licence and any licence required for transit; ``security clearance for import and any transit; ``pre-shipment inspection; and ``any other official authorisation.
- 22.2.7 B8 Checking/packaging/marking The buyer has no obligation to the seller.
- 22.2.8 B9 Allocation of costs The buyer must pay: a) all costs relating to the goods from the time they have been delivered under A2, other than those payable by the seller under A9; b) the seller for all costs and charges related to providing assistance in obtaining documents and information in accordance with A4, A5, A6 and A7(b); c) where applicable, duties, taxes and any other costs related to transit or import clearance under B7(b); and d) any additional costs incurred, either because: (i) the buyer fails to nominate a carrier or another person under B10, or (ii) the carrier or person nominated by the buyer under B10 fails to take the goods into its charge, provided that the goods have been clearly identified as the contract goods.
- 22.2.9 B10 Notices: The buyer must notify the seller of : 1] the name of the carrier or another person nominated within sufficient time as to enable the seller to deliver the goods, 2] the selected time, if

- any, within the period agreed for delivery when the carrier or person nominated will receive the goods, 3] the mode of transport to be used by the carrier or the person nominated including any transport-related security requirements and 4] the point where the goods will be received within the named place of delivery.
- 22.3 FCA (country name) will be treated as FCA Airport and Forwarder should ensure that delivery is made at the airport. FCA (named place) will be treated as FCA Airport if the name place has airport and Forwarder should ensure that delivery is made by seller at the airport.
- 23.0 **Responsibility of seller/buyer as per Ex Works (Named Place) (Incoterm 2020)**
- 23.1 Delivery and risk—“Ex Works” means that the seller delivers the goods to the buyer when it places the goods at the disposal of the buyer at a named place (like a factory or warehouse), and that named place may or may not be the seller’s premises
- 23.2 For delivery to occur, the seller does not need to load the goods on any collecting vehicle, nor does it need to clear the goods for export, where such clearance is applicable.
- 23.3 Place or precise point of delivery—The parties need only name the *place* of delivery. However, the parties are well advised *also* to specify as clearly as possible the precise *point* within the named place of delivery. A named precise *point* of delivery makes it clear to both parties when the goods are delivered and when risk transfers to the buyer; such precision also marks the point at which costs are for the buyer’s account. If the parties do *not* name the *point* of delivery, then they are taken to have left it to the seller to select the point “that best suits its purpose”. This means that the buyer may incur the risk that the seller may choose a point just before the point at which goods are lost or damaged. Best for the buyer therefore to select the precise point within a place where delivery will occur.
- 23.4 Loading risks— Delivery happens—and risk transfers—when the goods are placed, not loaded, at the buyer’s disposal. However, risk of loss of or damage to the goods occurring while the loading operation is carried out by the seller, as it may well be, might arguably lie with the buyer, who has not physically participated in the loading. Given this possibility, it would be advisable, where the seller is to load the goods, for the parties to agree in advance who is to bear the risk of any loss of or damage to the goods during loading. This is a common situation simply because the seller is more likely to have the necessary loading equipment at its own premises or because applicable safety or security rules prevent access to the seller’s premises by unauthorised personnel. Where the buyer is keen to avoid any risk during loading at the seller’s premises, then the buyer ought to consider choosing the FCA rule (under which, if the goods are delivered at the seller’s premises, the seller owes the buyer an obligation to load, with the risk of loss of or damage to the goods during that operation remaining with the seller).
- 23.5 Export clearance—With delivery happening when the goods are at the buyer’s disposal either at the seller’s premises or at another named point typically within the seller’s jurisdiction or within the same Customs Union, there is no obligation on the seller to organise export clearance or clearance within third countries through which the goods pass in transit. Indeed, EXW may be suitable for domestic trades, where there is no intention at all to export the goods. The seller’s participation in export clearance is limited to providing assistance in obtaining such documents and information as the buyer may require for the purpose of exporting the goods.
- 23.6 The seller obligation
- 23.6.1 A1 General obligations: The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract. Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.
- 23.6.2 A2 Delivery: The seller must deliver the goods by placing them at the disposal of the buyer at the agreed point, if any, at the named place of delivery, not loaded on any collecting vehicle. If no specific point has been agreed within the named place of delivery, and if there are several points available, the seller may select the point that best suits its purpose. The seller must deliver the goods on the agreed date or within the agreed period.

- 23.6.3 A3 Transfer of risks: The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstance described in B3.
- 23.6.4 A4 Carriage: The seller has no obligation to the buyer to make a contract of carriage. However, the seller must provide the buyer, at the buyer's request, risk and cost, with any information in the possession of the seller, including transport-related security requirements, that the buyer needs for arranging carriage.
- 23.6.5 A5 Insurance: The seller has no obligation to the buyer to make a contract of insurance. However, the seller must provide the buyer, at the buyer's request, risk and cost with information in the possession of the seller that the buyer needs for obtaining insurance.
- 23.6.6 A6 Delivery/transport document: The seller has no obligation to the buyer.
- 23.6.7 A7 Export/import clearance: Where applicable, the seller must assist the buyer, at the buyer's request, risk and cost, in obtaining any documents and/or information related to all export/transit/import clearance formalities required by the countries of export/transit/import, such as: 1] export/transit/import licence; 2] security clearance for export/transit/import; 3] pre-shipment inspection; and 4] any other official authorisation.
- 23.6.8 A8 Checking/packaging/marking: The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) that are necessary for the purpose of delivering the goods in accordance with A2. The seller must, at its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged. The seller must package and mark the goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.
- 23.6.9 A9 Allocation of costs: The seller must pay all costs relating to the goods until they have been delivered in accordance with A2, other than those payable by the buyer under B9.
- 23.6.10 A10 Notices: The seller must give the buyer any notice needed to enable the buyer to take delivery of the goods.
- 23.7 The Buyer Obligation
- 23.7.1 B1 General Obligations: The buyer must pay the price of the goods as provided in the contract of sale. Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.
- 23.7.2 B2 Taking Delivery: The buyer must take delivery of the goods when they have been delivered under A2 and notice given under A10.
- 23.7.3 B3 Transfer of risks: The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2. If the buyer fails to give notice in accordance with B10, then the buyer bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery, provided that the goods have been clearly identified as the contract goods.
- 23.7.4 B4 Carriage: It is up to the buyer to contract or arrange at its own cost for the carriage of the goods from the named place of delivery.
- 23.7.5 B5 Insurance: The buyer has no obligation to the seller to make a contract of insurance.
- 23.7.6 B6 Proof of delivery: The buyer must provide the seller with appropriate evidence of having taken delivery.
- 23.7.7 B7 Export/import clearance: Where applicable, it is up to the buyer to carry out and pay for all export/transit/import clearance formalities required by the countries of export/transit/import, such as: 1] export/transit/import licence; 2] security clearance for export/transit/import; 3] pre-shipment inspection; and 4] any other official authorization.
- 23.7.8 B8 Checking/packaging/marking: The buyer has no obligation to the seller.
- 23.7.9 B9 Allocation of costs: The buyer must: a) pay all costs relating to the goods from the time they have been delivered under A2; b) reimburse all costs and charges incurred by the seller in providing assistance or information under A4, A5, or A7; c) pay, where applicable, all duties, taxes and other charges, as well as the costs of carrying out customs formalities payable upon export; and d) pay any

additional costs incurred by failing either to take delivery of the goods when they have been placed at its disposal or to give appropriate notice in accordance with B10, provided that the goods have been clearly identified as the contract goods.

23.7.10 B10 Notices: The buyer must, whenever it is agreed that the buyer is entitled to determine the time within an agreed period and/or the point of taking delivery within the named place, give the seller sufficient notice.

Short – Landed or Damaged Goods:

23.8 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.

23.9 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.

23.10 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.

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

23.12 Contractor has to confirm the Invoice and packing list with the manufacturing unit before pick up to ascertain the number packages and value is tallying as per PO.

23.13 Contractor has to ensure that dimensions of all packages handed over by supplier are available in packing list and same has to be mentioned on the AWB and AWB has to be confirmed by supplier before export of cargo from origin country.

21.0 Subletting Not Allowed

21.1 The contractor shall not sublet, transfer, or assign the contract or any part thereof. In case the contractor contravenes this condition, BHEL shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him. All details to be in line with tender provisions.

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

24.0 **Joint Survey:** Situations may arise during the course of handling / transportation of cargo when a cargo meets with an accident. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of BHEL / Consignor / Consignee / Insurance Company, /BHEL representative etc. for assessment of loss/damage to cargo. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo. Moreover, the contractor shall be under obligation to issue "Damage Certificate" or "Short landing certificate" to the Consignor/ Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by BHEL. Settlement of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor shall be required to settle all claims/liabilities, whatsoever, against BHEL, which come to BHEL under all such situations. The contractor may undertake to repair the damaged package, which has met with an accident under his custody, at his own initiative. This he shall do to the complete satisfaction of the concerned shipping line / BHEL to which the container belongs to at the time of accident.

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

- any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- 32.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 32.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL
- 32.2.4 If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ Bidder as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.
- 33.0 E- Procurement:**
- 33.1 This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform website as given in the General Information table.
- 33.2 Neither the Organization (Bharat Heavy Electricals Ltd.) nor the eProcurement service provider (as given General Information table) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose.
- 34.0 Stacking and Tiltability of Cargo/Packages**
- 34.1 The cargo should be stacked as per usual shipping standard practices. However, if any specific stacking information required the same can be taken from supplier.
- 35.0 Status/Progress Reporting of the contract.**
- 35.1 The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the Contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
- 35.2 The daily reports shall clearly indicate the cargo status, carrier status, customs clearance status work force deployed, category-wise, specifying also the activities in which they are engaged etc. (Annexure-4)
- 35.3 Weekly progress review meetings will be held at any suitable location during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the Contractor shall present program of subsequent week. The Contractor shall constantly update/revise his work program to meet the overall requirement.
- 35.4 During execution Contractor shall take colour digital photograph on mobile and forward on whatsApp/email etc. for each milestone every month/fortnight/week as applicable for all important activities of the works during progress and after reaching of consignment at major locations.
- 35.5 Successful contractor has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in Removable hard disk (as per requirement) and handed over to BHEL on monthly basis, if required.
- 35.6 The contractor shall be bound to report movement progresses of all shipments through electronic communication systems such as Mobile telephony/STD hones/Roaming cell phones, email, web based monitoring system or any other mode desired by BHEL at regular intervals.
- 36.0 Airway Bill:**
- 36.1 All AWBs should be issued as per UCP 600.

- 36.2 Following should mentioned in the AWB: 1] IEC of BHEL, 2] GSTIN of importing unit, 3] Email address of consignee, 4] Details of all invoice/s, 5] BHEL's PO no/s 6] L/C no with date, 7] HS code of goods, 8]BHEL ROD Mumbai email address msair@bhel.in 9] Dimensions and weight with package nos. etc.9] Importing unit coordinators emailID as per Annexure-3
- 36.3 Draft AWB should be approved from BHEL/supplier before final AWB is issued.
- 36.4 There should be no discrepancy in AWB w.r.t details of packing list.
- 36.5 There should be no discrepancy in AWB w.r.t details of IGM filed with customs.

Seal of the Company & Date

Signature & Name of Contractor

ABBREVIATIONS USED IN THE TENDER

1. AEO: Authorised Economic Operator
2. AWB: Airway Bill
3. BG: Bank Guarantee
4. BHEL: Bharat Heavy Electrical Limited
5. CAN- Cargo Arrival notice
6. CC: charge collect
7. CUR: Currency
8. DGR: Dangerous goods
9. DO: Delivery Order
10. eHAWB: Electronic House Airway Bill
11. EMD: Earnest Money Deposit
12. EXW- Ex- Works
13. FC: Foreign Currency
14. FCA: Free Carrier
15. FDR: Fixed Deposit Receipt
16. FOB: Free On Board
17. FRT: Freight Tons
18. GTC: General Terms and Conditions
19. HAWB: House Airway Bill
20. IATA: International Air Transport Association
21. ICEGATE:
22. IEM: Independent External Monitor
23. IGM: Import General Manifest
24. INCOTERMS: International commercial Terms
25. LOA: Letter of Award
26. MAWB: Mater House Airway Bill
27. MUM: Mumbai
28. NEFT: National electronic Fund Transfer
29. NOC: No objection certificate
30. ODC: Over dimension cargo
31. PL: Packing List
32. PO: Purchase order
33. PQR: Pre-Qualification requirement
34. ROD: Regional Office Division
35. RTGS: Real time Gross Settlement
36. TT: Telegraphic Transfer
37. UOM: Unit of Measurement
38. USD: US dollar

SCHEDULE A

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

Load port Code	country	CUR	Airport	Minimum charges	Slab 1	Slab 2	Slab 3	Slab 4	Slab 5	Slab 6
1	2	3	4	5	6	7	8	9	10	11
					<=50	51-100	101-200	201-500	501-1000	>1000
D01	UK	GBP	London (Heathrow)	75.82	1.31	1.29	1.17	1.17	1.09	1.07
D02	UK	GBP	New Castle, Oxford, Bristol, Birmingham, East Midlands, Manchester, Leeds, Glasgow	65.73	1.57	1.35	1.28	1.22	1.13	1.11
D03	France	EURO	Paris (Roissy), Lyon, Orly, Nantes	116.73	2.65	2.61	1.92	1.82	1.75	1.62
D04	Sweden	EURO	Stockholm, Arlanda	144.50	3.24	2.86	2.65	2.43	2.43	2.30
D05	Sweden	EURO	Gothenburg	144.50	3.24	2.86	2.65	2.43	2.43	2.30
D06	Italy	EURO	Rome, Milan, Malpensa	93.50	1.96	1.72	1.39	1.51	1.46	1.46
D07	Italy	EURO	Turin, Bologna, Florence	102.00	2.02	1.79	1.45	1.58	1.53	1.53
D08	Netherlands	EURO	Amsterdam,	119.00	2.28	1.97	1.61	1.73	1.68	1.68
D09	Austria	EURO	Vienna, Linz, Graz	122.40	3.45	3.06	2.28	2.19	2.19	2.04
D10	Belgium	EURO	Antwerp, Brussels	117.30	3.43	3.03	2.60	2.45	2.45	2.26
D11	Denmark	DKK	Copenhagen	1339.60	28.97	25.64	18.87	17.49	17.49	16.60
D12	Japan	JPY	Tokyo, Osaka, Hanyu	7407.92	1339.60	619.93	604.07	557.60	549.44	523.60
D13	Singapore	SGD	Singapore	75.93	5.90	4.45	3.99	3.99	3.96	3.96
D14	Canada	CAD	Toronto	137.13	4.15	3.46	2.85	2.62	2.38	2.30
D15	Canada	CAD	Montreal	137.13	4.14	3.51	2.90	2.64	2.39	2.32
D16	USA	USD	New York, Boston, Portsmouth,	104.27	2.75	2.47	2.12	2.04	1.89	1.81
D17	USA	USD	Chicago	104.27	3.56	2.89	2.09	2.01	1.88	1.84
D18	USA	USD	San Francisco, Denver, Los Angeles	157.53	3.46	3.15	2.75	2.56	2.46	2.33
D19	USA	USD	Atlanta, Houston, Miami	143.93	4.65	3.92	3.24	3.03	2.83	2.64
D20	Germany	EURO	Munich, Koln, Dusseldorf, Hannover, Hamburg, Stuttgart, Darmstadt, Mannheim, Nuremberg, Bremerhaven, Hannover, Brilon, Berlin	82.73	1.45	1.45	1.28	1.24	1.22	1.21
D21	Germany	EURO	Frankfurt, Homberg	79.33	1.39	1.39	1.22	1.18	1.16	1.15
D22	Switzerland	SFR	Basle, Zurich, Genève, Bulle, Büchslen	115.60	2.70	2.70	2.29	1.92	2.02	1.95
D23	Spain	EURO	Barcelona	128.52	2.92	2.79	2.45	2.36	2.36	2.24
D24	Australia	AUD	Sydney, Melbourne, Perth	289.00	7.29	6.49	5.44	4.52	4.28	4.25
D25	Czech	EURO	Praha	166.60	3.13	2.38	1.99	1.87	1.80	1.67
D26	Hong Kong	HKD	Hong Kong, Kowloon	753.10	29.03	25.96	24.95	24.95	24.95	24.95
D27	Finland	EURO	Helsinki	98.60	2.70	2.62	1.84	1.77	1.62	1.59
D28	Ireland	EURO	Dublin	59.50	2.79	2.62	2.01	1.97	1.73	1.73
D29	China	USD	Shanghai	136.00	5.54	4.49	4.31	4.19	3.78	3.65
D31	Korea Republic	USD	Seoul	107.10	5.66	4.61	4.17	4.14	4.14	4.11
D32	UAE	AED	Dubai	283.33	8.42	7.71	3.54	3.44	3.27	3.15

Note : ODC - Any single dimension of a package that is beyond size **318 cm (L) x 244cm (w) x 163cm (H)** will be treated as ODC.

Schedule B
Estimate Rates – Origin Charges

Sn	Name of Country	Currency	Charges for all activities at origin as per EXW Incoterms		Charges for all activities at origin as per FCA Airport Incoterms	
			Min. Chrgs	Rate per Kg	Min. Chrgs	Rate per Kg
			A	B		
1	UK	GBP	111	0.59	72	0.4
2	Germany	EURO	108	0.67	68	0.43
3	France	EURO	171	0.68	107	0.47
4	Switzerland	CHF	162	0.83	107	0.58
5	Netherlands	EURO	128	0.53	78	0.42
6	Italy	EURO	135	0.49	75	0.4
7	Sweden	EURO	131	0.52	87	0.41
8	Austria	EURO	151	0.54	93	0.43
9	Belgium	EURO	135	0.6	87	0.45
10	Denmark	DKK	1092	4.69	726	2.93
11	Spain	EURO	134	0.61	88	0.45
12	Czech Republic	EURO	143	0.53	80	0.45
13	Finland	EURO	157	0.67	97	0.5
14	Ireland	EURO	165	0.6	99	0.42
15	USA	USD	160	0.51	95	0.37
16	Japan	JPY	16799	69.09	8941	51.48
17	Singapore	SGD	130	1.3	83	0.36
18	Canada	CAD	176	0.68	95	0.44
19	Australia	AUD	222	0.99	131	0.71
20	Hong Kong	HKD	966	3.9	624	2.34
21	China	USD	132	0.61	79	0.47
23	S. Korea	USD	138	0.57	90	0.35
24	UAE	USD	175	0.6	121	0.44

Note:

1. DG Cargo having MSDS irrespective of its stackability will be charged **1.8** times of all above General cargo charges
2. Non stackable cargo charges will be **1.2** times of all above General cargo charges
3. Rates valid for period of one year and extendable by one year on mutual consent.
4. Air Freight Charges are payable as per Schedule A.
5. **Destination Charges(D) consolidated per AWB is fixed at Rs.2/KG subject to a minimum of INR. 4500.** Destination charges includes all the destination charges at Mumbai Airport like IGM Filing fee, DO charges, Cartage etc. No charges other than this will be payable by BHEL at destination Port. Destination charges will remain same irrespective of the nature of cargo.
6. The exchange rate (TT selling rate of SBI) as on technical bid opening date of tender opening shall be considered for finalizing the contract value. RA will be done on the total price.
7. BHEL rates are exclusive of GST hence GST shall be paid separately as per applicable law.
8. **Payment to contractor will be made as per incoterm mentioned in BHEL PO as below:(Refer Price Bid also)**
 - a. **For EXW shipments:** Origin activities as per EXW Incoterm (A of Schedule B) + Air Freight Charges(F) (as per Schedule A) + Destination Charges (D) = A+F+D
 - b. **For FCA shipments:** Origin activities as per FCA Incoterm (B) + Air Freight Charges (F of Schedule A) + Destination Charges (D) = B+F+D
 - c. Charges will be paid on rate per kg or minimum charges basis, whichever is higher.
 - d. **The total airfreight cost maximum payable in a slab will not exceed the minimum payable in the next slab subject minimum charges payable in column (5). In such cases the minimum payable in next slab will be paid.** Eg1. For 50 kgs the total air freight payable as per next slab (Slab 2) is 50 kgs x 4.45 SGD = 222.50 but for max wt. of previous lab is 50 kgs if 50kgs x 5.90 = 295. Hence in this case only 222.50 will be paid. Eg2. Wt. 122.28kg from US falls in slab 3 the total air freight payable is \$ in slab 3 is \$ 2.12x122.28=\$259.23. Now minimum payable in next slab 4 is 201 x \$2.04 = 410.04 hence total airfreight paid will be 259.23
 - e. No other charges will be paid.

SECTION VI

PRICE BID

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

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 and Schedule B except destination charges (D). 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 bidder's quote's 110 %, each slab quoted rates will be 1.1 times BHEL slab rate

Example 2.

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

SECTION -VII

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

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

Sub: Your Tender no RE/MUM/IMP/AC/IA-2225

Dear Sir,

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

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

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

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

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

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

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

The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of conditions both in load port country / discharge country and enroute.

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

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF BIDDER

(On company Letter Head)
Bank E-mandate letter

(Refer clause 8b of the application form)

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

Signe of Authorized Signatory

Date:

Stamp & Seal

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

Request format for pickup of cargo from units

Sn.	विवरण/ Description	विवरण/ Details
1	पीओ संख्या/ PO No	
2	परियोजना का नाम/ Project Name	
3	पीओ . के अनुसार शिपमेंट की शर्तें/ Terms of Shipment as per PO	एफसीए एयरपोर्ट / ईएक्स डब्ल्यू FCA Airport/ EX-works
4	आपूर्तिकर्ता संपर्क व्यक्ति का नाम/ Supplier Contact Person Name	
5	आपूर्तिकर्ता संपर्क ईमेल/ Supplier Contact email	
6	आपूर्तिकर्ता संपर्क फोन/ Supplier Contact phone	
7	कागों/तैयार को सौंपने की अपेक्षित तिथि Expected date of Handing over of Cargo/Readiness	
8	एलसी खोला गया (हां/नहीं) LC opened (Y/ N) यदि हां, एलसी के अनुसार शिपमेंट की नवीनतम तिथि If yes, Latest date of shipment as per LC	
9	आंशिक वितरण/पीओ की पूर्ण सुपुर्दगी Part delivery/ Full delivery of PO	
10	पैकिंग सूची / सेमी . में आयाम Packing list /Dimension in Cm	
11	शिपमेंट का सकल वजन Gross weight of shipment	
12	शिपमेंट के लिए तैयार पैकेजों की संख्या/ No of packages ready for shipment:	
	पैकेज के प्रकार: Type of packages :	लकड़ी/गत्ते का डिब्बा/स्टील/गत्ता आदि Wooden/ carton/ steel / cardboard etc
	आपूर्तिकर्ता पुष्टि करता है कि पैकेज है/ Supplier confirms that package is :	स्टैक सक्षम/ गैर स्टैक सक्षम/ Stackable / Non Stackable
	आपूर्तिकर्ता पुष्टि करता है कि पैकेज है/ Supplier confirms that package is :	झुकाने योग्य / गैर झुकाने योग्य Tiltable / Non tiltable
	आपूर्तिकर्ता पुष्टि करता है कि पैकेज है/ Supplier confirms that package is :	गैर खतरनाक/ Non Hazardous
	आपूर्तिकर्ता पुष्टि करता है कि पैकेज है/ Supplier confirms that package is :	गैर-रेडियोधर्मी कागों/ Non-Radioactive cargo
	आपूर्तिकर्ता पुष्टि करता है कि पैकेज है/ Supplier confirms that package is :	ओडीसी शिपमेंट/ गैर ओडीसी शिपमेंट ODC Shipment/Non-ODC Shipment
14	कागों के स्थान का पता/ Address of location of Cargo	
	जहां आवश्यक हो रद्द करें/ Strike off wherever necessary.	
	उपरोक्त विवरण पीओ प्रति के साथ प्रदान किया जाना है Above details to be provided along with PO copy	
	हम पुष्टि करते हैं कि उपरोक्त जानकारी सत्य और सही है और जिसका विवरण आपूर्तिकर्ता से प्राप्त होता है We confirm that the above information is true and correct and details of which is received from supplier	हस्ताक्षर/ Signature: नाम & पद/ Name & Designation: इकाई/ Unit :

Note : ODC - Any single dimension of a package that is beyond size 318 cm (L) x 244cm (w) x 163cm (H) will be treated as ODC.

List of Unit Coordinators

Sl. No.	Unit	Contact Person	Email	Phone No.
1	ROD Mumbai	Group Email	msair@bhel.in	Refer General Info.
2	Hyderabad	Mr Indrasena Ms Indu Vasavi	indra@bhel.in induav@bhel.in	9059191954 9912974130 040-23183213
3	Haridwar	Mr Rajneesh Rai	rk_rai@bhel.in	8859001986
4	CFFP Haridwar	Mr Arpit Gupta Mr R Lakra	arpitg@bhel.in rlakra@bhel.in	7408408831 9897037085
5	Bhopal	Mr Madhurendra Group Email	madhurendra@bhel.in mmfe.bpl@bhel.in	0755-2505210/ 8349386133
6	Jhansi	Mr C P Joshi Mr Sandeep Mor	cpjoshi@bhel.in; sandeepmor@bhel.in	9489390294 9695489900
7	R & D Hyderabad	Mr Vinay Kumar Malabanti Mr Ajay Kumar Muske	mvk@bhel.in ajaykumarm@bhel.in	9676446813 9573316660
8	Varanasi	Mr Shaureshwar Bharadwaj Mr Ritesh Kumar Srivastava	shaurya@bhel.in ritesh@bhel.in	9792875111 9839050562
9	Heavy Plates Varanasi	Mr C J Paul	cjpaul@bhel.in	8916681309
10	PSWR Nagpur	Mr ASHWIN C BHISIKAR Mr N Mahajan	ashwinbhisikar@bhel.in nmahajan@bhel.in	8390211885 8140450004
11	EDN Bangalore	Mr Saurabh Niranjana Mr R Santhosh	saurabhniranjana@bhel.in santhoshr@bhel.in	9406906039 9611985828

Daily Status Report of Shipments

Shipments under pick up but flight not booked

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

A. Covering Letter Format (to be attached in triplicate) along with bill set:-

Sl. No.	FLIGHT NO	UNIT CODE	HAWB NO	INVOICE NO	INVOICE DT	INVOICE AMT
1						
2						
3						
					TOTAL	

B. Statement of Facts Format – To be submitted with bill duly endorsed by contractor:

STATEMENT OF FACTS				
DOCKET NO.				
PO No.				
INVOICE NO. & Date				
MODE OF SHIPMENT			FCA	FOB
			EX W	AS PER PO
NO. OF PACKAGES				
CHARGEABLE WEIGHT (KG)				
DATE OF RECEIPT OF CARGO AT ORIGIN				
CARGO RECEIPT PROOF ENCLOSED			YES /NO	

Documents Enclosed:

1	M/s _____ Invoice	YES /NO
2	Signed HAWB duly endorsed by FF	YES /NO
3	PO Copy	YES /NO
4	Supplier Invoice	YES /NO
5	Packing List	YES /NO
6	Cargo HO proof document	YES /NO
7	CAN copy	YES /NO
8	IGM screenshot from Icegate	YES /NO
9	Exchange Rate certificate	YES /NO
10	Pre-alert Email	YES /NO

C. Along with bills, contractor is also required to submit data pertaining to bills in excel format also.

DOCKETNO	PONO	FLIGHT NO	FLIGHT DT	UNIT CODE	PACKAGES	HAWB NO	HAWB DT	LOAD PORTID	LOAD PORT
1	2	3	4	5	6	7	8	9	10

AGENT ID	AGENT NAME	AIRLINE	INVOICE NO	INVOICE DT	INVOICE AMT	GROSS WT	CHGB WT	INC ID
11	12	13	14	15	16	17	18	19

INCO TERM	SHIPTYPE ID	SHIPMENT TYPE	CURRENCY	EXRT CLAIMED	LOTNO	HANDINGOVER DT	PREALERT_DATE
20	21	22	23	24	25	26	27

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Estimated Volume / load envisaged for the tender.

Country	Minimum		Slab 1		Slab 2		Slab 3		Slab 4		Slab 5		Slab 6		Total	Total
	Kgs	Nos	<=50 kgs		51-100 kgs		101-200 kgs		201-500 kgs		501-1000 kgs		>1000 kgs		Kgs	Nos
Austria	17.00	1.00							226.00	1.00			1125.99	1.00	1368.99	3.00
Belgium			43.00	1.00											43.00	1.00
Canada					66.00	1.00									66.00	1.00
China									254.32	1.00			2100.00	1.00	2354.32	2.00
Czech Rep.	35.00	1.00			170.00	2.00									205.00	3.00
Finland	1.60	1.00							914.45	2.00					916.05	3.00
France	20.00	1.00			70.00	1.00			1365.00	4.00	2300.00	4.00			3755.00	10.00
Germany	338.62	28.00			255.00	3.00	376.00	3.00	1164.10	4.00	2691.00	4.00	4987.00	4.00	9811.72	46.00
Hongkong									434.60	1.00					434.60	1.00
Italy	76.50	3.00			171.00	2.00	264.50	2.00	910.40	2.00	2722.20	4.00	2742.20	2.00	6886.80	15.00
Netherlands	103.00	2.00					128.00	1.00							231.00	3.00
Singapore	82.60	16.00	218.30	8.00	314.35	4.00	109.50	1.00							724.75	29.00
Sweden					62.00	1.00									62.00	1.00
Switzerland	65.76	2.00			124.00	2.00			702.00	2.00	1940.00	3.00			2831.76	9.00
UAE					100.00	1.00									100.00	1.00
UK	158.00	11.00			190.00	2.00	200.00	1.00							548.00	14.00
USA	402.91	37.00	144.81	4.00	879.92	11.00	1907.18	14.00	2970.55	10.00	1409.05	2.00	1600.00	1.00	9314.42	79.00
Total	1300.99	103	406.11	13	2402.27	30	2985.18	22	8941.42	27	11062.25	17	12555.19	9	39653.41	221

Note:

1. Nos: Denotes total Nos. of shipment in particular slab.
2. Kgs: Denotes total weight in that Slab
3. The country wise Volume/load pattern given is tentative which will be used for evaluation of the tender. The actual load pattern to be followed under the contract may, however differ. **BHEL does not guarantee the Volume /load or the load pattern.** In case of drop in volumes/load or insufficient work, contractor will not be entitled for any compensation from BHEL on this account.