



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

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

Phone: 022-22171301, 342, Fax: 022- 22151460.

No.RE/MUM/EXP/EA-2122

Date 10/03/2022

To,

M/S. _____,

Dear Sirs and Madams,

Sub: Air freighting of cargo from Mumbai Airport to Dakar Airport on CFR basis.

BHEL, a Power Equipment Manufacturing Company, intends to export Engineering cargo. Your most competitive offer is invited for the subject transportation in line with the terms and conditions placed in the tender specification. BHEL invites offers for movement of above mentioned cargo. The tender comprises of:

- | | |
|----------------------------------|-----------------|
| (1) Gist Of Information | - SECTION - I |
| (2) Scope of Work | - SECTION - II |
| (3) Instruction to bidders | - SECTION -III |
| (4) Special Conditions | - SECTION –IV |
| (5) General Terms and Conditions | - SECTION -V |
| (6) Techno Commercial bid PQR | - SECTION- VI |
| (7) Price Bid | - SECTION –VII |
| (8) Compliance Letter | - SECTION -VIII |

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for One month for acceptance from the due date of tender. Tender should be submitted stated in “Instruction to bidders – Section - III”. The technical offer should comply with the all tender requirement. **The offers with any deviation will be rejected and the price bid of the bidder will not be opened.**

Reverse Auction will not be conducted for this tender.

Thanking you,

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

-SD-

Dy Mnager (Exports)

Encl: Section I to VII

**SECTION I
GIST OF INFORMATION**

BHEL intends to appoint a Contractor for Air freighting of cargo.

In this regard Please Note below table:

Sno		
1	BHEL ROD Mumbai adress: Contact person: Mr. Saket Bharadvaj, Dy. Mgr (Exports) Office Address: Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, Centre-1, World Trade Center,Cuffe Parade, Mumbai, Maharashtra, India Ph No. 22171371	Mob: 9619422502 E-mail: saket@bhel.in
2	Terms of Delivery:	CFR
3	Load Airport:	Mumbai, India
4	Discharge Airport	<u>DAKAR PORT SENEGAL</u>
5	Quantum of cargo	05 kg
6	Transit Time	10 days
7	Description of cargo	Valve spare
8	Date and time of opening of (Price) Part II	will be intimated later via Email
9	Value of Cargo to be shipped	USD 5550/--
11	EMD amount	INR 600/-
12	Due date & Time of submission of EMD & Tender	21.03.2022 till 15:00 Hrs
13	Date and time of opening of (Technical) Part I	21.03.2022 15:05 Hrs

Offers received after due date and time shall not be considered.

Sign and Seal of the Bidder

SECTION – II
SCOPE OF WORK

Load Port: Mumbai Airport India.

Discharge Port: Dakar Airport, Senegal

Terms of delivery: CFR

Cargo Description: Valve Spare parts

The tentative packing list is detailed below:

Sr. No.	Item Description	No. of Packages	Dimension in MM			GROSS WT in Kgs
			L	B	H	
1	Valve Spare parts	1	300	250	250	05

Note: The above details are based on Engineering Design; however shipment shall be as per actual dimensions. The cargo volume / Gross Weight of the cargo may undergo change with tolerance upto $\pm 20\%$.

Cargo is non-hazardous in nature.

The scope of work covers the following:

The contractor is required to go through the scope of work as detailed below:

- 1) Coordinate with BHEL's CHA for completion of Export Customs Procedure at Load airport (Mumbai) (Preparation of shipping documents, lodging with Customs, carting at nominated area at the load airport (Mumbai) will be done by BHEL's CHA.) The contractor is required to keep close co-ordination with our CHA for necessary / proper planning/Pickup notice/Carting permission etc for smooth export of shipment out of the Load airport.
- 2) Package will be provided at Mumbai Airport by nominated CHA of BHEL. The charges corresponding to gate pass and THC will be paid by our CHA.
- 3) The contractors must be approved by the **International Air Transport Association.**

- 4) To do the weighing, X-ray and other formalities as and when required by the airline cargo official.
- 5) To arrange for timely shifting of the cargo to ensure 1) cargo is palletized/ moved to aircraft in time, 2) to avoid additional air warehouse charges to BHEL.
- 6) To track and provide the routing of the cargo movement schedule for shipment on each day.
- 7) Copy of cargo tracking sheet downloaded from airline web site/cargo tracker websites or certificate/letter/CAN from Airline stating that the cargo reached at discharge airport with date shall be submitted to BHEL.
- 8) The Original AWBs and 02 nos. certified true copies of non-negotiable AWBs to be issued to BHEL.
- 9) To arrange for certificates from the airlines as required by BHEL to meet L/C requirements if required.
- 10) To prepare AWBs in consultation with BHEL and with prior instructions.
- 11) You will follow all local laws / acts / rules prevailing in Transit while transporting the cargo without any liability to BHEL and indemnify BHEL from any mishap / claims while undertaking the work.
- 12) **The above mentioned scope of work is not exhaustive and bidder has to perform any other necessary task to enable export of goods on CFR Dakar Airport basis.**
- 13) Insurance up to discharge airport shall be arranged by BHEL/consignee. However the Contractor to ensure
 - a) Lodging of first information to the underwriters and the other parties to protect BHEL's claim as required.
 - b) Immediate forwarding of information as required to enable us for lodging the claim with the Underwriters.
 - c) Lodging of protest/claims with the carrier in case the damages reported at the time of discharge/Transportation.

Sign date and Seal of the Bidder

SECTION III
INSTRUCTIONS TO BIDDERS

GUIDELINES FOR OFFER SUBMISSION:

1. The tendering process will be completed through E-tendering.
2. National Informatics centre is our service provider for E- tendering. URL for E-procurement portal is <https://eprocurebhel.co.in/nicgep/app> .
3. Vendor who are not registered with NIC need to register themselves. The URL for registration is
<https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page> .
4. In case of any clarification please contact below person:

Name: R. Inchara
Email ID: inchinchu@gmail.com
Phone no: 8553226267
5. The tender documents comprise the following:-

(I) EMD: The EMD to be submitted through NEFT/RTGS. The fund may be transferred to the following account.

BHEL Bank Account details:

NAME: Bharat Heavy Electricals Limited

Bank & Branch: State Bank of India, Cuffe Parade Branch

Account No: 10783155482

IFSC Code: SBIN0005345

The EMD should be submitted latest by 1500Hrs on due date of tender. 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.

(II) Part-1 – Techno Commercial Bid.

All required documents must be submitted on the portal.

(III) Part-2 – Price Bid

Must be quoted in BOQ format provided at the portal.

Format of price bid must not be changed.

Sign and Seal of the Bidder

SECTION IV
SPECIAL CONDITIONS

1. The House Airway Bills shall be prepared as per contracted freight rates of this tender and indicate the details as required by IATA Rules and Regulations viz. Departure Airport, Consignee' name and address, Case Markings, Commodity descriptions, actual measurements and weights, freight payment terms stipulated in work order etc.
2. **TRANSIT PERIOD: Total transit period is 10 days.** The transit period shall start from “**Next day of Customs out of charged cargo date**”. The shipping bill out of charge date shall be taken as custom clearance date. The transit end date will be date of arrival of entire cargo **at Airport of discharge on CFR basis.**
3. **TRANSIT PENALTY:** For every day delay in freighting beyond the stipulated period BHEL shall deduct as penalty 1% of the total airfreight charges payable on a shipment for every day of such delay subject to a maximum of 10% of the freight payable and shall be adjusted from the freight bill. Penalty will attract GST as per GOI regulation.
4. The contractor should ship the entire cargo provided in the same flight; In the event of shipment coming in parts (in different flights) the air warehousing charges due to delay in receipt of complete cargo shall be adjusted from the freight bills.
5. Any warehousing charges incurred due to change/delay in flight schedule shall be in contractor's account.
6. Billing by contractor should be done as per the work order rates, payment terms and conditions.
7. The successful bidder will be required to provide the names and address of their offices or names and address of the offices of associates at the discharge Airport.
8. **PAYMENT TERMS**
 - a. 100 % Shipment Freight shall be paid within 30 days of submission of following documents:-
 - i. Invoices in Duplicate.
 - ii. AWB copy.

- iii. Proof of date of cargo reached at destination (tracking sheet downloaded from airline web site/cargo tracker websites or certificate/letter/email from Airline).

Two consecutive delays, for reasons of delay attributed to the Contractor, in execution of the contracts where delay occurred is such that.

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

Whichever among the above is earlier may result in the Contractor being put on hold for future enquiries.

9. Taxes & Duties on payments :

- (a) GST will be paid extra as applicable
- (b) TDS will be recovered from bills as per the rules prevalent.
- (c) Contractors Invoice shall indicate BHEL **GSTIN no.: 27AAACB4146P1ZF.**
- (d) Invoice having incorrect GSTIN no will have to be rectified by contractor. Financial liability if any for incorrect GSTIN no will be borne by contractor.

10. **Billing Address: BHEL ROD Mumbai, 15th floor, World trade Centre- 1, GD Somani road, Cuffe parade, Mumbai City, Maharashtra-400005**

11. **VALIDITY:** The contract shall be valid till all the cargo received at loading airport are shipped under the contract and delivered at discharge airport as per delivery terms.

12. GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor.

13. The rates offered shall be in Indian Rupees and will be inclusive of Taxes, Airway line/Carrier Misc charges (MCC), War Risk Charges /Security Stamp Fees/Security Fee, Cartage Charges and Screening charges.

14. **AWB, HAWB & Other Documents charges, processing charges due Agent (PCA to be included in freight. No charges shall be payable at the destination. No additional charges for communication / miscellaneous etc. shall be payable.**

15. Fuel Surcharge (FSC) :. Fuel surcharge shall not be paid additionally. It is included in freight

16. Airwayline/Carrier Misc charges (MCC): to be included in freight

17. War Risk Charges /Security Stamp Fees/Security Fee: to be included in freight

18. Cartage Charges: to be included in freight
19. Screening charges: to be included in freight.
20. **Dead Freight: Contractor has to coordinate with M/s BHEL and its authorized CHA as well as with Airline and plan dispatch. Under any circumstance Dead Freight will not be paid at all.**
21. The offers of the bidders who are on the banned list/Suspended in BHEL and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The lists of the banned firms are available on BHEL website www.bhel.com on “supplier registration page”.
22. Bidder should go to RA guideline 2021 available on BHEL website www.bhel.com on “supplier registration page”.

Sign and Seal of the Bidder

SECTION V GENERAL TERMS AND CONDITIONS

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

- 1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
- 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 "CFS" or "FREIGHT FORWARDER or CONSOL AGENT OR CHA 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, LOA, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any) and all correspondence.
- 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 and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.

- 1.9 “VALIDITY OF THE CONTRACT” The Contract will be valid till all the activities mentioned in the scope of work is completed by contractor
- 1.10 “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.
- 1.11 “Full Container Load” (FCL) shall mean a container containing cargo belonging to one consignee in the vessel’s manifest.
- 1.12 “Ton” means one metric Ton of 1,000 kilograms or one cubic meter.
- 1.13 Nhava Sheva ports means all the three terminals in the port, i.e., JNPCT, NSICT & GTI and any other terminal/CY that may be developed in JNPT.

2.0 Issue Of Notice:

- 2.1 The Contractor shall furnish the name, designation and addresses of his authorized agents/associates at Mumbai (India), at the Discharge Port and at the CFS yard. 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:

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

4.0 License/Permission/Registration

- 4.1 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 contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor 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 contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof

regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Contractor shall be entertained by BHEL for any breach of the provisions/Acts or laws by the contractor.

5.0 Invoices And Payments

- 5.1 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.
- 5.2 Contractor shall submit freight bill including other charges along with supporting documents.
- 5.3 All the Bills like Freight Bills, THC, IHC, DO, etc must be in the name of BHEL, ROD Mumbai having GSTN as 27AAACB4146P1ZF.
- 5.4 Contractor should timely update output data in GST portal to enable BHEL to take input tax credit

5.3 Other Charges payable by BHEL

- 5.3.1 GST as applicable shall be paid. Contractor should ensure that original invoice/ bill/ receipt in the name of BHEL is provided at the time of payment.
- 5.3.2 No port Congestion charges will be payable.
- 5.3.3 All the Bills like Freight Bills, THC, etc must be in the name of BHEL.

If invoice is not in the name of “BHEL” with correct GST details, payments will not be made

5.3.4 Payment will be made against NEFT/ RTGS details mentioned in certified e-mandate copy.

6.0 Time Limit for Submission of Bills

- 6.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (4) four 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 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.
- 6.2 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 (4) four 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 four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

- 6.3 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 with the prior approval BHEL.

7.0 Risk Purchase:

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

- 7.1 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.

- 7.2 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.

- 7.3 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination

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

- 7.5 In case of Risk Purchase is enforced, The contractor will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.

8.0 Observance Of Local Laws :

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

- 8.2 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.

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

9.0 Safety Of Men, Equipment, Material & Environment:

9.1 All safety rules, codes applied by BHEL/its customer at port/CFS/ICD 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.

9.2 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

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

9.4 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.

10.0 Contractor's responsibility for Insurance:

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

10.2 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.

10.3 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.

10.4 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.

11.0 All Bill of ladings should be issued as per UCP 600.

12.0 Use of tramper/ tramp services/tramp vessel is **prohibited**.

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

13.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.

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.

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 favour or disfavor to any person in relation to the contract with BHEL, if the like acts shall have been done by any

persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with BHEL.

15.0 ARBITRATION & CONCILIATION:

- 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 New Delhi/Mumbai. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 13.1.1 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:

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

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

15.4 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. 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.

15.5 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.

15.6 CONCILIATION:

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

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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 indemnified BHEL all losses, claims, demurrage, detention etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

18.0 Security Deposit

18.1 Successful bidder shall submit 5% of the total contract value as security deposit. 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

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 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

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

Bidder to submit performance security required for execution of the contract within the 05 working days (excluding bank holidays) of the LOA. In case of delay in submission of

performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ Contract, from the bills along with due interest.

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 account (before tender opening)
EMD of the Bidder will be forfeited if:
- 19.2 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 19.3 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract
- 19.4 If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- 19.5 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.
- 19.6 EMD of successful bidder will be adjusted towards part of the security deposit.
- 19.7 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.
- 19.8 EMD shall not carry any interest.
- 19.9 In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs. 20.0 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months. The Bank Guarantee furnished should be strictly as per BHEL Format attached (annexure B Attached)

20.0 Discrepancy In Words & Figures: Quoted In Offer

- 20.1 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 20.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 20.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 20.1 and 20.2 above.

20.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

21.0 Requirements of Performance.

21.1 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 therefore including legal complications, if any.

21.2 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.

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

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

21.5 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 Agents will be suspended with BHEL as per company policy

21.6 Whenever asked by company, all documents including bill of lading, delivery orders, payment invoices etc will be returned 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.

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

22.0 Short – Landed Or Damaged Goods.

- 22.1 It shall be the responsibility of Contractor to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/losses/damages. Under no circumstances, the intimation shall be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.
- 22.2 In case of goods specified by BHEL and in case of apparent damages, the Contractor will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Contractor shall lodge claim with the appropriate authorities.
- 22.3 The Contractor is responsible for safe transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.
- 22.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

23.0 Subletting Not Allowed

- 23.1 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.
- 23.2 The contractor shall not split or transfer to any other party any part of the contract during the currency of the contract.

24.0 Joint Survey

- 24.1 Situations may arise during the course of handling / transportation of containers/ cargo when a container or 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 and / or container. 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 and/or container. Moreover, the contractor shall be under obligation to arrange 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 container, 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 CANCELLATION OF THE CONTRACT:

BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time or any reason whatsoever. BHEL shall have the right to forfeit the security for poor performance of Bidder leading to cancellation of contract.

If the Bidder fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Bidder any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the BIDDER under the contract.

BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.

26. Guidelines for suspension of business dealings with suppliers/ contractors'

The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at bhel website www.bhel.com. The link for the same is available at <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

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

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

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

For MSE vendors getting award-

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

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

28 BHEL Fraud prevention policy

"The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. "

31. 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.

SIGNATURE AND SEAL OF BIDDER

SECTION VI

TECHNO- COMMERCIAL PQR

Price bid of only those bidders will be opened who qualify in techno commercial bid

Sn	Description	Remarks
1.	<u>Earnest Money Deposit:</u> The Bidders, shall submit tenders with interest free EMD as per tender conditions on or before due date. Offers without EMD shall not be considered Bidders. For amount of EMD please refer section I.	Details
2.	<u>The bidder must have valid IATA registration (Copy of IATA to be enclosed)</u>	To be submitted
3.	Average Annual Turnover: The Bidder must have an average annual turnover not less than Rs 0.09 lakhs for the last three years. Last 03 FY shall be read as 2018-2019, 2019-20 and 2020-21. In case, audit is not completed for FY 202-21 then documents may be given for FY 2017-2018, 2018-2019 and 2019-20.	(CA certificate with UDIN no / Audited P&L account to be submitted / uploaded)
4.	Experience of having successfully completed similar works: The Bidder must submit proof of having successfully executed “Air freight contract” in the last seven years (ending last day of month previous to the one in which tender was floated) as under (a) Three contracts of value not less than Rs 0.12 lakhs each. OR (b) Two contracts of value not less than Rs 0.15 lakhs each. OR (c) One contract of value not less than Rs 0.24 lakhs.	Copy satisfactory completion/Execution certificate from customer in respect of these Contracts showing value of contract to be submitted. Details of the customer with email and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.
5.	Bidder Must have a valid GST Registration (copy to be enclosed)	To be submitted
6.	Pan copy to be enclosed	To be submitted
7.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid is to be submitted.	To be submitted
8.	<u>Compliance Letter:</u> The compliance letter duly signed and stamped on letter head should be submitted.	To be submitted

9.	The Bidder should not have been banned/Suspended for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank as on date of publication of NIT.	A self-certification should be submitted by the bidder indicating compliances.
10.	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
11.	Payment Terms: As per special condition.	Agreed
12.	Transit Penalty : As per special Terms and conditions	Agreed
13.	Force Majeure: As specified in the general condition.	Agreed
14.	Validity: <u>As specified in special conditions.</u>	Agreed
15.	Additional War Risk Insurance: In the event of war or war like situation, additional war risk premium if any as per notification of the Lloyd's surveyor/Insurance additional insurance premium paid receipt for war risk, pro rata, insurance for Hull machinery for the BHEL cargo may be considered for payment.	Agreed
16.	Cancellation of The Contract: As per general terms and condition.	Agreed
17.	Taxes: All taxes on freight, insurance and other dues of the Flight shall be to the Contractor's A/c. The Contractor shall be responsible for payment of any Sales, Service, Income Tax or any other form of Tax leviable not envisaged in the tender on transportation activity carried out in transit/discharge country being main/sub-contractor of BHEL. Only GST will be paid separately as per <u>price bid.</u>	Agreed
18.	Govt. Rules & Regulations: CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would	Agreed

	include all levies, licenses, and permits for operation in India / transit country / countries. It is obligatory for CONTRACTOR to comply with regulating requirements in Transit countries are fully met before award of the contract.	
19.	<u>Risk Purchase:</u> As specified in general terms and conditions.	Agreed
20.	Dead Freight: Contractor has to coordinate with M/s BHEL and its authorized CHA as well as with Airline and plan dispatch. Under any circumstance Dead Freight will not be paid at all.	Agreed

Sign date and Seal of the Bidder

SECTION VII

**FORMAT FOR PRICE BID
RE/MUM/EXP/EA-2122**

S.n.	Description	Freight Rate per kg (INR)	Gross weight in KG	Total Cost to BHEL (INR)
(1)	(2)	(3)	(4)	(5)=(4)*(3)
Sch A	Air Freight charges for cargo Inclusive of all the activities defined in the scope of work from Mumbai airport to Dakar Airport on CFR basis		5	

Note: Reverse auction will not be conducted for this tender, bidders are advised to quote their best price inclusive of:

- a. Air Freight charges as per terms of delivery.
- b. Insurance costs covering risk of all operations undertaken (Cargo / goods will be insured by BHEL or consignee).
- c. All /FSC/ Airline/MCC/War risk/security stamp/cartage/screening and any other charges if applicable are inclusive of above freight. Only GST shall be payable extra as per provisions.
- d. Payment will be made as per rate per KG quoted in price bid and actual gross weight of cargo at the time of shipment.
- e. Charges corresponding to gate pass and THC will be paid by our CHA.
- f. AWB, HAWB & Other Documents charges, processing charges due Agent (PCA to be included in freight. No charges shall be payable at the destination. No additional charges for communication / miscellaneous etc. shall be payable.
- g. Any other cost.
- h. Tender will be evaluated on the basis of total cost to BHEL basis.
- i. The Evaluation currency for this tender is Indian National rupees.

Sign date and Seal of the Bidder

SECTION –VII

(Letter of compliance in Company's Letter Head)

Date:

To,

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

Sub: Your Tender no: RE/MUM/EXP/EA-2122

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL