

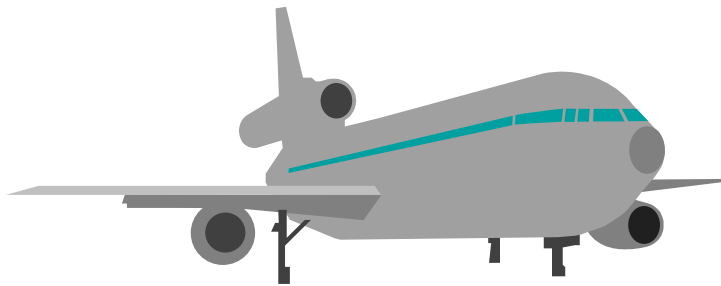


BHARAT HEAVY ELECTRICALS LIMITED

Regional Operations Division
14/15th Floor, Centre - I
World Trade Centre
Cuffe Parade, Mumbai – 400 005

RE/MUM/IMP/AC/IA-1611

**TENDER FOR
AIR CONSOLIDATION CONTRACT
for IMPORT at following Airports :
1] Mumbai, 2] Chennai,
3] Bangalore & 4] Hyderabad**



LAST DATE OF SUBMISSION OF TENDER: 25/11/2016 (1530 HRS)

To

M/s _____

Dear Sirs,

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

BHEL imports air cargo at various Airports i.e. Mumbai, Chennai, Bangalore and Hyderabad and invites offers from Air Consolidation Agent(s) for movement of cargo from various load ports to various India destination ports. The tender comprises of

The tender comprises of

Sr No	Description	Section
1	Scope of Work	I
2	Instructions to Bidders	II
3	Techno Commercial Bids	III
4	General Terms and Conditions	IV
5	Price BID	V
6	Letter of Compliance	VI
7	Service Tax Remittance Certificate Format	VII
8	Integrity Pact Agreement	VIII

Important Details of the Tender

Name and Contact Details of the Person for Queries in the Tender	(1) Julie Srivastava AGM, Imports, BHEL Phone : 022-22171340/341 julie@bhel.in (2) Vishal Patel Deputy Manager Phone : 022-22171376 Mobile : 7506089937 vishal.patel@bhel.in (3) Vaibhav Khanna Sr. Engineer Phone : 022-22171375 vaibhav@bhel.in
IEM for the Tender	Mrs. Pravin Tripathi, IA & IS
EMD Amount	Rs. 8,00,000/-
Time Limit for EMD Submission	25/11/2016, 1530 Hrs.
Last Date of Submission of the Tender through e-Procurement system	25/11/2016, 1530Hrs.
Pre Bid Meeting	15/11/2016, 1430 Hrs.
Tender Opening Date	25/11/2016, 1545 Hrs.

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://bheleps.buyjunction.in>.

Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. However this tender may be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.

In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk m Junction Services Ltd. at **033-6601 1717** or BHEL representative, Mr. Vaibhav Khanna at **9930231133**. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

1. The offers shall Include

1) **EMD :-**

The EMD in favor of BHEL, enclosed in an envelope, super scribed as "EMD for Tender No (Write Full Tender No) MUST BE HANDED OVER TO BHEL REPRESENTATIVE Mr. Vishal Patel, Dy. Mgr (Imports) latest by **1530 Hrs** on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system.

2) **Techno-Commercial Bid :-**

The techno commercial bid is to be filled and uploaded with full required documents online on E-Tendering Portal of BHEL at web address <https://bheleps.buyjunction.in> latest by **1530 Hrs on the day of Tender submission date**. This includes documents required as per Qualification Criteria of Techno commercial Section, all self certification as per Techno commercial section, entire tender document along with blank price bid, compliance letter on company's letter head, duly filled format for techno commercial bid, amendment if issued to the tender with sign and seal on each page. The techno commercial offers shall be opened on **1545 Hrs on the same day of Tender submission date**. Hard copies of commercial offers shall not be accepted for evaluation.

3) **Price Bid /Reverse Auction :-**

The Price Bid is to be filled up and uploaded in excel sheet through E-Tendering system only before the due date of submission. RA will be conducted for technically qualified parties by separate service provider. BHEL reserves the right to decide for going into Reverse auction.

Except EMD, no hard copies of Documents will be accepted in any case.

Instruction for Participation in the Tender through eProcurement

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class – III, SHA 2, 2048 BIT – Signing and Encryption) and vendors are requested to procure the same immediately if not available with them. Please note that only with DSC of above mentioned specification, the interested bidder will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying authorities are given below

Sr No	CA	Website Address
1	e-Mudhra	http://www.e-mudhra.com
2	GNFC	http://www.ncodesolutions.com
3	IDRBT	http://www.idrbtca.org.in
4	MTNLTrustline	http://www.mtnltrustline.com
5	NIC	http://www.nic.in
6	Safescrypt	http://www.safescrypt.com
7	TCS	http://www.tcs-ca.tcs.co.in

Registered vendors of BHEL, ROD Mumbai may participate in the tender directly on BHEL, ROD Mumbai e-Procurement portal at address <https://bheleps.buyjunction.in>.

The new vendors who are not registered with BHEL, ROD Mumbai and are interested to participate in the tender will have to register and map their respective Digital Signature Certificate with specification Class-III, SHA-2, 2048 bit Signing and Encryption at BHEL e-Procurement website: <https://bheleps.buyjunction.in> . For registration assistance, users may please contact Mjunction Helpdesk @ 033-6601 1717 between 9.30 am and 5.30 pm.

General Information

BHEL intends to finalize Air consolidation agent /contractor for air freighting of imports air cargo at various Airports i.e. Mumbai, Chennai, Bangalore and Hyderabad for a period of one year with a provision for extension by another one year at the sole discretion of BHEL . The contract will be entered with two parties in the ratio of 60:40.

The summary of imports load pattern at various discharge airports both country wise in the last financial year is as given below:

Sl no.	Country	Mumbai	Chennai	Bangalore	Hyderabad	Total
1	UK	15425.5	10608.0	3405.0	269.5	29708.0
2	France	7436.0	830.0	1652.0	3925.0	13843.0
3	Sweden	1320.0	1841.5	32.5	1367.0	4561.0
4	Italy	38393.5	6196.0	20565.0	1325.8	66480.3
5	Netherlands	11080.5	648.5	21309.0		33038.0
6	Austria	4537.0		17.0	992.0	5546.0
7	Belgium	736.5	80.0	2214.5	11.0	3042.0
8	Denmark	100.0				100.0
9	Japan	2357.0	612.5	1153.5	491.0	4614.0
10	Singapore	589.5	259.5	5010.6	100.3	5959.9
11	Canada	801.5				801.5
12	USA	62877.5	7040.0	6081.0	2067.9	78066.4
13	Germany	54726.5	12490.7	30655.0	1173.8	99046.0
14	Switzerland	28298.5	170.0	5396.0	1157.0	35021.5
15	Spain		13.0			13.0
16	Czech	153.0		1973.0	1.0	2127.0
17	Hong Kong	165.0		4954.0		5119.0
18	South Korea	400.0		2554.0		2954.0
19	Finland	77.0		69.0		146.0
20	UAE		41711.3	417.5		42128.8
21	Taiwan	3.0	312.0	1806.0		2121.0
22	China	11260.0	304.0	70365.0		81929.0
23	Malaysia				70.0	70.0
24	Turkey	190.0				190.0
25	Brazil	9509.5				9509.5
	Total	250437.0	83117.0	179629.6	12951.2	526134.7

The Country-wise and airport wise 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 at the time of execution. BHEL does not guarantee the load pattern.

The manufacturing unit coordinators to whom the scanned copy of pre-alerts by email is also to be marked be given separately to successful bidders on whom the order is placed.

Details of CHA coordinators to whom the scanned copy of pre-alerts by email is also to be marked will be given separately to successful bidders on whom the order is placed

SECTION – I

SCOPE OF WORK

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

Contractor shall have to render following services to BHEL and its Divisions/ Units/ offices all over India.

Scope of Work

1. Air Console Agent / Contractor to get a copy of relevant Purchase Order, incoterms, invoice and packing list either from supplier / manufacturing unit coordinators. The contractors/ his overseas agent shall be responsible to contact the Foreign Suppliers/shipper on whom the purchase orders have been placed by BHEL and receive the cargo from them as per incoterms mentioned in the PO.
2. Air Console Agent/ Contractor has to ensure that the cargo being handed over by the supplier/shipper is properly packed and marked, worthy of air freighting in line with the IATA requirements.
3. 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 1 day before the arrival of the flight in India. All the charges towards all such services shall be borne by the Contractor.
4. Contractor shall ensure that PO no and invoice no appears in the AWB to enable us faster clearance at discharge port.
5. To keep respective coordinating BHEL office posted with all information regarding the readiness of the cargo for dispatch, expected date of dispatch and other relevant matters.
6. After receiving the cargo from the foreign suppliers, contractor /his overseas agents will arrange air freighting to the specified Airports in India by the earliest available flight, preparing separate House Airway Bills in respect of each consignment.

7. Contractor shall consolidate the air cargo to be consigned to the specified destination airports in India, namely, Mumbai, Chennai, Bangalore and Hyderabad. Console Agents are permitted a maximum six days for consolidation and airlifting of shipment from all countries of origin to Indian destinations (Mumbai, Chennai, Bangalore) and for this purpose date of HAWB and date of landing shall be taken in to consideration (both days inclusive). For Hyderabad discharge port, additional two days are permitted.
8. In case of Ex-works/FCA shipment, one additional day is permitted for inland transportation i.e. total seven days.
9. For special shipments like Defense Armaments needing permission from Civil Aviation Authorities/Ministry, four additional days shall be permitted.
10. 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 agent should immediately take up with the Airlines and arrange to amend the IGM on priority. Any demurrage/ Warehouse charges incurred due to wrong filing of IGM shall be recovered, if incurred.
11. The contractor to ensure that their overseas agents should prepare House Airway Bill, after collecting four sets of documents vis. PO Copy, Invoice copy, packing lists etc. from suppliers and arrange to dispatch.
12. Distribution of four sets of documents of air shipment will be as follows:
13. One set of documents shall be sent through Courier directly to the concerned unit of BHEL mentioned in the PO. For this service, additional charges shall not be payable.
14. Second set with all the documents for respective BHEL Airport Office within 24 hours of flight arrival (except on Sundays/Holidays).
15. Third set along with all the documents to be marked as 'Original for payment' and submit to Port RODs/Units for payment.
16. Fourth set will be the Banker's set and that has to be handed over to supplier for LC negotiation or otherwise
17. **Airlines to be used for shipments:** Contractor is free to bring the cargo through any Airlines of their choice subject to the period of consolidation, penalties and terms and conditions of the contract. However, in case, customer 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.

18. **Period of Contract:** The contract shall be initially for a period of one year. BHEL reserves the right to extend the period of contract by one year at the same rates, terms and conditions and shall be binding on the Contractor.

19. **Cargo size calculation:**

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

- (i) 6000 cubic centimeters shall be deemed to equal one kilogram ($L \times W \times H / 6000 =$ Chargeable weight in Kgs.).
- (ii) Freight rates shall be applied at the actual weight or the measurement unit weights whichever is greater.
- (iii) Fraction of kilogram or unit shall be rounded to the next higher half-kilogram or unit.

20. **Determination of Weight Slab:**

- 20.1. Freight is payable on the basis of chargeable weight (Gross weight or Volume weight whichever is higher) as per the dimensions in the HAWB.
 - 20.2. When freight is payable on the volume weight the dimensions are to be necessarily provided in the HAWB and packing list to be enclosed along with the documents.
 - 20.3. 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.
 - 20.4. 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).
21. **Shipment of Dangerous Cargo:** Dangerous cargo that cannot be consolidated with other normal cargo shall move as direct shipment at IATA Rates minus the discount percentage inline with the contract and all statutory charges shall be covered through Airway Bill. In case of DGR cargo, copy of MAWB should indicate DGR fees. In case of dangerous cargo of one or more PO received during the consolidation period the same shall be consolidated. In such cases the total quantity as per MAWB will be considered for arriving at the slab of IATA rates. Contractor shall submit IATA Rate Schedule with bills along with MSDS specifying the UN No.
22. **Shipment of Radioactive Cargo:** For radioactive material, payment shall be made as per IATA rates minus discount percentage. Contractor should submit shipper's declaration for radioactive material.

23. **Shipment of Defense Cargo:** In case of Defense cargo that cannot be consolidated with other normal cargo shall move as direct shipment at IATA Rates minus the discount percentage in line with this contract. In case of defense cargo of one or more PO received during the consolidation period the same shall be consolidated. In such cases the total quantity as per MAWB will be considered for arriving at the slab of IATA rates. **No other charges like vulnerable fees etc will be paid separately.**

Defense cargo other than 'D' (1st letter of P.O.) series of Haridwar unit, however, shall be lifted by the Contractor after getting prior confirmation from units/Port RODs.

The contractor must Provide the discount on IATA rates as per the discount percentage mention in the Tender

24. **Shipment of ODC Cargo :** ODC (Odd dimensional Cargo) – Dimensions and the weight of the package exceeding 10 ft. pallet dimension i.e. 125" (L) x 88" (W) x 63" (H) or weighing more than 3.5 tons then the package shall be treated as ODC (as in line with the Airlines terms). Consolidation rates shall not be applicable for ODC cargo as such cargo is not covered under this contract and shall not be airlifted. If for any reason, the contractor airlifts the ODC cargo (only after prior written confirmation from units of BHEL), the billing for such shipment to be made on respective units of BHEL and payment to be obtained directly from respective units of BHEL.
25. **Shipment of Heavy Weight Cargo:** For the cargo having weight more than 10 tons, irrespective of its general nature/number of pieces or ODC, BHEL has the discretion to invite tender for the most competitive rates from BHEL approved Console Agents. Contractor to take prior written confirmation from units of BHEL for lifting the cargo and the rates and billing for such shipment to be made on respective units of BHEL and payment to be obtained directly from units of BHEL
26. **Rate and charges payable to contractor for work done :** Air freight charges will paid as per the price quoted in the price schedules. In addition to Air freight following charges shall be payable
- 26.1. **IGM Filing Fees, Service and Break-bulk Charges**
- 26.1.1. **Rs.600/-** per HAWB shall be considered for payment covering the Service charges including delivery order charges, break-bulk fees
- 26.1.2. In case of back to back shipment (i.e. one MAWB consists of only one HAWB), only a fixed amount of **Rs 1100/- per MAWB** will be payable. This will be considered for shipments above 300Kg only. Single shipment less than 300 kg if not consolidated then Rs.600/- is only payable.

- 26.1.3. IGM Filing fee shall be payable at Rs. 320/- per HAWB. However, if increased after finalization of the contract, the same shall be payable as per the notification by Air Cargo Agents Association of India.
- 26.1.4. In case of any variation (+/-) in the above charges, payment will be made as per the revised rate based on the Notification issued by Air India (Service charges) and Air Cargo Agents Association of India (IGM filing fees).
- 26.2. **X-ray /Screening charges:** shall be paid for all shipments as per **the quoted Price Schedule E** for other than FOB cases.
- 26.3. **Airport Transfer fees:** Airport transfer fees shall be considered for payment for all shipments other than FOB, gateway airport **as per Schedule E.**
- 26.4. **Charges Collect Fees:** Charges Collect fee shall be paid separately @ 2% on Air freight. No additional charges shall be considered for payment on this account.
- 26.5. **Cartage Charges:** Cartage charges shall be paid at Re. 1/- per kg of chargeable weight subject to minimum payable charges of Rs. 50/-. No additional charges shall be considered for payment on this account.
- 26.6. **DGR Fees:** DGR fees for dangerous, if applicable, as indicated in MAWB, shall be paid separately.
- 26.7. **Service Tax/SBC/KKC:** Service Tax/ SBC/KKC shall be paid extra by BHEL on services provided in India.
- 26.8. **Payment and billing:**
- 26.8.1. Payment of Air freight and other charges shall be paid strictly as per incoterms mention in the BHEL PO.

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

Ref: RE/MUM/ACC/Table:

Sn	Incoterm as mentioned in P.O. issued by BHEL	Types of Cost payable to contractor by BHEL as per this tender	Transit time in days for Normal cargo movement	Transit time for Defense / Dangerous cargo
A	FOB load Airport (Gateway Airport)	1] Air freight as per the weight slab + 2] 600/- per HAWB Service charges including delivery order charges, break bulk fees or Rs 1100/- in case of back to back shipment only if the weight is more than 300 kg + 3] Charges collect fees @ 2% on Air freight i.e 2% of slno 1] above + 4] Cartage charges @ Re1/- per Kg of chargeable weight subject to minimum payable charges of Rs. 50/- + 5] Safety fees only if applicable (Reimbursement. Relevant document to be submitted.) + 6] IGM filing fees	6 days	10 days

B	FOB load port other than gateway port	1] Cost at slno A above. However the air freight rate payable will be the lowest gate way port's air freight rate for that country. + 2] Inland transportation charges as per sch E (col 7) + 3] Airport Transport fees as per Sch E(Col. 10,11)	7 days	10 days
C	FOB Country	1] Cost at slno B	7 days	10 days
D	FCA/FAS Gateway port	1] Cost at slno A + 2] Handling, airline, Documentation, & customs clearance charges as per schedule E (Col 4) +3] Xray / Screening charges as per Schedule E (Col 8 &9) +4] Airport Transport fees as per Sch E(Col. 10,11)	7 days	11 days
E	FCA/FAS other than gateway port	1] Cost at slno D. However the air freight rate payable will be the lowest gate way port's air freight rate for that country. +2] Inland transportation charges as per Schedule E ((Col 7)	7 days	11 days
F	FCA Country	1] Cost at Sr No E		
G	Ex-works	1] Cost at slno A (The gateway port having lowest freight rate for that country will be considered for payment) + 2] Inland transportation charges as per Schedule E.(Col. 5,6) + 3] Handling, airline, Documentation, & customs clearance charges as per schedule E (Col. 4) +4] Xray / Screening charges as per Schedule E (Col 8 &9) +5] Airport Transport fees as per Sch E(Col. 10,11)	7 days	11 days

Important: In case the initiation of the execution of contract is delayed beyond the maximum transit penalty condition then Risk Purchase Clause No. 7 under General Terms and Conditions will be applicable with immediate effect without any notice from BHEL.

Note:

- 1] Service tax / SBC/KKC will be paid as applicable.
- 2] DGR fees as shown in MAWB, if applicable will payable in case of dangerous cargo
- 3] No vulnerable fees will be payable in case of defense cargo.
- 4] No other charges shall be payable other than those mentioned above.
- 5] For Hyderabad discharge port, additional two days to be considered.

26.8.2. Contractor to ensure that billing is made as per above and as per quoted rates.

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

- 26.8.3.1. Inco-terms mentioned in the PO.
- 26.8.3.2. Invoice is in line with the PO terms
- 26.8.3.3. Packing list with details of weight, type, dimensions, unit of measurement and size of packages
- 26.8.3.4. Dangerous / Defense cargo, if any.

27. **Pre-Alert documents:** The Contractor should send scanned documents by email i.e. AWB, Invoice, Packing List, country of origin along with freight and CC charges and exchange rate with date etc. to concerned BHEL ROD/ Port offices/ units as the case may be,

immediately on booking the cargo at Load port. The Pre-alert should be received before at least 1 day of arrival of flight.

28. **Flash / Special Rates:** In case BHEL wish to airlift the material on priority / emergency basis on flash/ special rates, the contractor should airlift the material only after seeking prior written approval (**FOR RATES AS WELL AS LIFTING**) from BHEL Port RODs/BHEL Units. Bills for such transactions to be forwarded to concerned port offices/units along with written approval of Unit. Payment on such written approval will be considered only if the cargo has been delivered within the emergency time schedule. In case, the cargo has been air imported in the normal time frame, flash rate applicable shall not be considered for payment even though approved earlier.
29. **Specific Cargo:** In respect of cargo not covered by the specific commodity rates mentioned in the contract, the freight payable to the contractor shall not exceed the amount prescribed by the International Airport Transport Association (IATA) rate schedule. In such cases the contractor has to submit the bills along with IATA Rate Schedule.
30. **Cargo airlifted after the contract expiry:** In case, Contractor or their foreign agents accept & consolidate 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 three months from such date. BHEL reserves the right to review the case for payments as deemed fit after the period of three months.
31. **List of Overseas Agents:** To enable Contractor and their overseas agents to render the services under this contract, BHEL shall provide contact details of overseas agents in the PO placed on the foreign suppliers to facilitate the co-ordination between the overseas agent and the vendor. Hence Contractor shall give details of address of their overseas Console Agents with contact person, email for each gateway Airport as soon as LOI is placed.
32. **Change of Overseas Agent:** In the event of contractor changes their foreign/overseas agent, the contractor should intimate BHEL giving complete details with three months advance notice.
33. **Unallotted work:** If the contractor brings, air cargo for BHEL from the load port which is not allotted to him as per the agreement, either on his own or at the request of BHEL, payment shall be made as per terms and condition of the contract entered in to by BHEL with other air consolidating agent for that load port.
34. **Loss of Cargo and insurance:** In case of loss of cargo, Contractor shall immediately take all appropriate measures viz. intimation of loss to BHEL/Underwriter, short landing certificate/non-delivery certificate, filing of FIR at the Port of Origin/destination (as

applicable), furnishing relevant documents etc for enabling BHEL to lodge insurance claims with the underwriters. In case the console 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 console.

35. BHEL is in process of developing online system for faster clearance of the cargo. When instructed by BHEL, contractor shall have to feed the data / upload documents in the online Import Clearance System of BHEL at various stages of clearance of import of air cargo for which the contractor will be provided login and password. They will at the same time track their bills in their system verified / passed for payments.

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://bheleps.buyjunction.in>
2. The bidder should adopt the shortest, most economical and reliable / safe logistics
3. The price offer must be made only in the formats enclosed with this tender.
4. The offers shall be kept valid for a period of 90 days from the date of opening of the tender.
5. BHEL reserves the right to accept any tender or part of tender or to reject all tenders or cancel the tender enquiry without assigning any reasons thereof.
6. The offers shall include

1) EMD:

- (a) Demand draft/Pay order of Rs. 8,00,000/- in favor of Bharat Heavy Electricals Limited to be submitted to Mr. Vishal Patel, 14th Floor, World Trade Centre-I, Cuffe Parade, Mumbai-400005 latest by 1530 Hrs on due date of tender.
- (b) Offers without EMD (except MSME parties) shall not be considered for evaluation.
- (c) The EMD of the unsuccessful bidders shall be returned after contract finalization and the EMD will not carry any interest to BHEL

Modes of deposit:

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)

Forfeiture of EMD:

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

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

Note:

- (1) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- (2) EMD shall not carry any interest.
- (3) EMD of successful tenderer will be retained as part of Security Deposit

2) Techno Commercial Bid:

The techno commercial bid is to be filled and submitted online on E-Tendering Portal of BHEL at web address <https://bheleps.buyjunction.in> latest by 1530 Hrs. on due date of tender. The techno commercial offers shall be opened on the same day of tender submission at 1545Hrs. Hard copies of techno commercial offers shall not be accepted for evaluation.

3) Price Bid:

The Price Bid is to be filled up and submitted through E-Tendering system only. After technical evaluation, reverse auction will be conducted with all the technically qualified bidders after due intimation to the technically qualified parties.

- All the schedules of Financial Bid must be submitted on e-Procurement Portal only in the **currency specified in the price formats.**

Corrections, if any, in the bid should be initialed and stamped with Company's seal. Any offer containing clerical or arithmetical mistakes is liable for rejection.

No offers can be uploaded on e-Procurement Portal after the scheduled time and date of submission of tender.

7. Evaluation criteria

- a) Offers of Parties meeting techno commercial requirements will only be considered for further evaluation.
- b) The reverse auction will be conducted with the techno-commercially qualified bidders only. The date and time of reverse auction will be intimated in advance to the technically qualified bidders.
- c) Port-wise/weight-wise load pattern for air imports for all discharge ports shall be taken as a base for evaluating the price of the techno-commercially qualified Contractor.

- d) The vendors will have to quote for all the rates of the Price Bid like Air consolidation rates, handling charges, air line charges, documentation charges & custom clearance charges, inland transportation charges, X-Ray screening charges, Airport transfer fees. The vendor must quote all the Price in the Price Bid, the party who does not quote any of the rates will not be allowed to participate in reverse auction.
- e) Countries not mentioned in load pattern (Refer General information) will not be considered for evaluation.
- f) Based on the quoted rates of the party (Air consolidation rates, handling charges, air line charges, documentation charges, custom clearance charges, inland transportation charges, X-Ray screening charges, Airport transfer fees) the cash flow will be arrived. The party having lowest cash flow after reverse auction will be considered as L1 party.
- g) The individual rates after reverse auction should be reduced on pro-rata basis with respect to the rates of initial Seal Bid. For example, if the cash flow in Seal Bid is Rs 8,00,00,000/- and after reverse auction the cash flow is Rs 6,00,00,000/- (means reduction in 25%), then all individual rates after reverse auction will have to be reduced by 25% with respect to seal Bid rates.
- h) The rates finalized with L1 party will be offered to L2 party, the L2 party will have to accept all the rates finalized with L1 party in toto. If L2 party refused to accept the rates of L1 party then the rates will be offered to L3, L4, L5.....Ln, till total two parties arrived. The L1 and L2 party will be awarded the contract in the proportion of 60:40. If no parties are ready to accept the rates of L1 party then entire contract will be awarded to L1 party.
- i) BHEL reserves the right to negotiate with L1 party.

8. **Integrity Pact:**

Integrity Pact is a tool to ensure that activities and transactions between the Company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEM) have been appointed to oversee implementation of IP in BHEL.

The Integrity Pact as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs the offer) along with the techno commercial bid. Only those bidders who have entered into such an Integrity Pact with BHEL would be competent to participate in bidding. In other words, entering into this Integrity Pact would be a Preliminary Qualification.

Details of IEM for this tender is furnished below:

Name: Mrs. Pravin Tripathi, IA& AS

Address: D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068

Email: pravin.tripathi@gmail.com

Please refer Section-8 of the Integrity Pact for Roles and Responsibilities of IEMs. In case of any complaints arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarifications/ issues shall be addressed directly to the tendering issuing (procurement) department.

(1) Integrity Pact Agreement (IPA) (attached with this tender) is part of techno-commercial bid and shall be enclosed along with the techno-commercial bid duly signed and stamped by the authorized official of Bidder.

(2) Only those bidders who have submitted the completed **IPA** with the techno-commercial bid would be qualified to participate in the bidding else his bid will be rejected.

9. PRE-BID Meeting:

A pre-bid meeting would be held on **15/11/2016** at **1430** Hrs at BHEL, ROD Office to clarify doubts, etc before the bidder submits his bid. The intending bidders are requested to submit their doubts, queries, etc in writing on their letterhead/email latest by **14/11/2016**, to enable BHEL to examine the same well in advance. If the intending bidders are not able to submit the same in advance, as mentioned, they must bring them in writing when they come for the pre-bid meeting.

INSTRUCTION FOR MSME SUPPLIERS

(1) MSME suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (2 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure I where deemed validity of EM II certificate of 5 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 I incase of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-Procurement Portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer.

(2) In addition to above documents MSME suppliers must submit the letter on company's letter head at BHEL office before due date of Tender Submission stating that They are MSE suppliers and they have uploaded the documents as required in above paragraph at Sr NO (1) above.

SECTION III

FORMAT FOR TECHNO- COMMERCIAL BID

Sr No	Description	Remarks
I		
(a)	Bidder must have an average annual turnover on account of air freighting not less than Rs 2.00 crores for the last 3 years. (i.e for year 13-14,14-15 &15-16)(copy of CA certificate indicating details of turn over on account of air freighting of each FY along with copy of audited balance sheet is to be submitted. (If balance sheet for financial year 2015-16 is not audited, data for 3 previous year may be given i.e for 2012-13, 2013-14, 2014-15). CA certificate & Balance sheet should be of same period	Copy of CA certificate to be submitted along with copy of audited Balance Sheet
(b)	Bidders must submit proof of having have successfully executed air freight contracts 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 2.66 Crores each OR (ii) Two contracts of value not less than Rs 3.33 Crores each OR (iii)One Contract of value not less than Rs 5.32 Crores	Copies of contract /work order with copies of satisfactory completion certificate from customer must be attached
(c)	Should have offices at Mumbai, Chennai and Bangalore.	Details of offices to be given as per attached format
(d)	To have valid IATA certificate. Copy of the certificate is to be enclosed and original to be produced as and when called for.	Copy of valid IATA certificate to be enclosed.
II	Technical Requirement	
1.	EARNEST MONEY DEPOSIT: The Bidders, shall submit tenders with interest free EMD as per tender conditions by way of DD of Rs 8,00,000 in favor of 'BHARAT HEAVY ELECTRICALS LIMITED'. Offers without EMD shall not be considered.	DD No, Bank Name, Date of DD to be provided
2.	Name, address of office, Tel. No. of office, Fax No. and Email ID of the bidder:	Details to be Provided
3.	PAYMENT TERMS: As Specified in the tender.	Given
4.	INDEMNITY: Agent shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed

5.	VALIDITY: The period of contract will be for one year with the provision of further extension up to one year. BHEL reserves the right to extend the period of contract by one year at the same rates, terms and conditions and shall be binding on the Contractor. In the event of non extension, then the contractor will continue to work with the existing terms, rates and conditions for three more months.	Agreed
6.	The Country-wise and discharge airport wise 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 at the time of execution. BHEL does not guarantee the load pattern.	Agreed
7.	RISK PURCHASE: In the event of failure of CONTRACTOR to execute the contract offered to them within 15 days, BHEL reserves the right to use alternative source at their risk and cost and extra expenditure incurred if any shall be borne by the CONTRACTOR.	Agreed
8.	Integrity pact Agreement (IPA) is duly signed and stamped on all pages by authorized person of the company/firm/bidder. The person signing the IPA has also to enclosed the authority letter indicating that the person signing the IPA is the duly authorized by the company/firm	Agreed
9.	We have understood the scope of work and accordingly have quoted the prices in the price bid schedules. No other charges will be paid accept those mentioned in optional charges wherever applicable.	Enclosed
10.	Service tax/ SBC/KKC will be paid separately. Service tax /SBC/KKC elements shall be shown separately in the invoice.	Agreed
11.	Penalty for Transit time For every delay in consolidation beyond the period stipulated time specified in Table Ref: RE/MUM/ACC/Table on page 11 & 12 of the tender, BHEL shall deduct a penalty @ 1% of the total airfreight charges (excluding the other charges i.e. D.O. Fee, Cartage Fee, Service charge etc.) payable on a shipment for every day of such delay subject to a maximum of 10% of the total air freight charges payable.	Agreed
12.	Evaluation criteria: We have understood the evaluation criteria and have quoted the rates accordingly.	Agreed
13.	The rates received after reverse auction will be reduced on pro-rata basis with respect to seal Bid rates	Agreed
14.	Monthly service tax remittance certificate (in the attached format only) to be submitted at ROD Office every month. The service tax/KKC/SBC for the subsequent bill will be reimbursed only on receipt of the certificate	Agreed

SIGNATURE AND SEAL OF BIDDERS

SECTION IV

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 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 CONSOLE AGENTS" 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 LOI 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).
- 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/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 period of Air Import contract will be for one year with the provision of further extension up to one 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 three more months till all the activities specified therein are completed in all respects to the satisfaction of BHEL.
- 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.
- 1.0 Issue Of Notice:
- 1.1 The Contractor shall furnish the name, designation and addresses of his authorised agents/associates at all the Destination Port. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent/representative.
- 2.0 **Commencement Of Work:**
- 2.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL’s other rights and remedies in this regard.
- 2.2 Licence/ Permission/ Registration
- 3.0 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 licences 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. 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.
- 4.0 **Invoices And Payments**
- 4.1 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.

- 4.2 The Service /SBC/KKC will be paid separately. Service tax/SBC/KKC elements shall be shown separately in the invoice
- 4.3 The payment of the bill will ordinarily be made within 30 working days after the receipt of clear and complete Bill 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.
- 4.4 SBI TT Selling Exchange rate of every Monday 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.
- 4.5 100% payment of the charges will be made by BHEL by Cheque / RTGS against the bill submitted with all documents from BHEL.
- 4.6 The bills are to be submitted on next Thursday of each week for works completed in the previous week, along with covering letter enlist the total no. of invoices raised. All the bills should be submitted in duplicate i.e one original and one copy.
- 4.7 The contractor shall prepare and submit bills in prescribed forms based on the quantum of work handled / transported during the previous month. (The format in which the bills should be prepared by the contractor shall be in tune with the format in which BHEL's reports are prepared. This will help to check the bills faster.) Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, including TDS and/or any other levies at the prescribed rates.
- 4.8 The documents to be submitted along with bills are as follows:
- 4.9 Acknowledged copy of cargo arrival notice (having flight date and flight arrival time) from BHEL Air Cargo office with date and time to be marked as "ORIGINAL FOR PAYMENT" and original Freight invoice.
- 4.10 Signed copy of original Non negotiable House Airway bill (as prepared at Load port) inline with contracted rates.
- 4.11 Copy of Suppliers invoice, packing list, Master airway bill / cargo manifest (as and when required). HAWB should mention PO No., dimension and currency as per the contract.
- 4.12 IATA rates schedule, wherever applicable.
- 4.13 DGR/Defense cargo certification from supplier, wherever applicable.
- 4.14 In case of DGR cargo, copy of MAWB, indicating DGR fees if applicable to be submitted.
- 4.15 In case of ODC/Dangerous/ Defense cargo, copy of approval from Units/port RODs to be attached compulsorily with bill.
- 4.16 Monthly service tax remittance certificate in the attached format only.

5.0 Penalties:

5.1 **Penalty for part shipment:** In case of big shipment of non-ODC nature but consisting of more number of packages, the contractor should ensure that the cargo shipped in one lot. In case the contractor ships the cargo in more than one lot then the warehouse charges incurred till the arrival of last consignment shall be recovered from the pending bills of Console agent.

5.2 **Penalty for Transit time:**

5.2.1 **Transit time : Date of HAWB to Flight arrival date.** For every delay in consolidation beyond the period stipulated i.e. 6 days, BHEL shall deduct a penalty @ 1% of the total airfreight charges (excluding the other charges i.e. D.O. Fee, Cartage Fee, Service charge etc.) payable on a shipment for every day of such delay subject to a maximum of 10% of the total air freight charges payable.

5.2.2 In case of any contingency/unforeseen reasons like closure of Airport, movement of live stocks/life saving drugs/perishable goods, relief measures, war/flood/ drought victims etc. which leads to delay in bringing the cargo from the port of origin, relaxation in consolidation 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.

5.3 **Penalty for not handing over the documents for clearance**

5.3.1 Contractor shall hand over all the documents i.e. CAN, Invoice, packing list and any other related document to BHEL Office/BHEL Airport Office within 12 hours after the arrival of the aircraft (excluding Sundays and holidays). In case of late night flights (i.e. flights arrived after 6PM) / flight arrivals on Sundays/holidays, these documents should be handed over by 1100 hrs on the next working day.

5.3.2 If Contractor fails to deliver the documents as above, the additional warehouse charges incurred by BHEL on account of such delay shall be recovered from the Contractor's bills/pending bills.

5.4 **Penalty for late Pre-alert by email**

5.4.1 If any pre-alert is received on the date of landing or thereafter and demurrage is incurred by BHEL due to such delay from contractor side, then proportionate amount of demurrage will be recovered from the contractor for that consignment(s).

Penalty for insufficient documents

- 5.4.2 If the contractor delays to submit the required documents as intimated by unit/Port ROD (necessary for clearance of goods) and BHEL incurs demurrage due to such delay of submission of required documents by the contractor, then the proportionate amount of demurrage incurred by BHEL, due to delay by contractor, shall be recovered from the contractor for that consignment(s).
- 5.5 **Penalty for other reasons:** In case the Air Console Agent fails to perform any part of the scope of work as defined, after issue of notice by the company to this effect, the Company reserves the right, without prejudice to any other right it may have, to get such part of the work executed through any agency at the risk and cost of the Contractor.

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 (3) Three months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the 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 (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 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 of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the contractor.

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 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 7.4 In case of Risk Purchase is enforced, The contractor will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.

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.
- 8.4 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.

9.0 Safety Of Men, Equipment, Material & Environment:

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

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 mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

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

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.

10.0 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 Force Majeure:

The following shall amount to force majeure conditions:-

- 11.1 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.
- 11.2 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.
- 11.3 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.

11.4 Force Majeure conditions will apply on both sides.

12.0 Prevention Of Corruption:

12.1 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.

12.2 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.

13.0 Arbitration

13.1 If Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator i.e. General Manager, BHEL, ROD, Mumbai or nominee appointed by him in writing. There will be no objection if the arbitrator so appointed is an employee of BHEL.

13.2 If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, BHEL, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

13.3 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.

13.4 The arbitration shall be conducted in line with the provisions Indian Arbitration and Conciliation Act, 1996. or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force

13.5 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.

13.6 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

13.7 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

13.8 The place of Arbitration will be BHEL, ROD office, Mumbai.

13.9 In case of PSU, the office Memorandum No 4(1)/2011_DPE(PMA)-GI dated 12/06/2013 of DPE will be applicable.

14.0 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.

15.0 Indemnity:

15.1 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.

16.0 Security Deposit:

Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of the provisions of the contract.

(1) The total amount of Security Deposit will be 5% of the contract value.

(2) EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Modes of deposit: The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

i) Cash (as permissible under the extant Income Tax Act)

ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL

iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

iv) 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)

v) 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)

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract. The Security Deposit shall not carry any interest.

17.0 Requirements of Performance.

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

17.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

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

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

18.0 Short – Landed Or Damaged Goods.

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

18.2 In case of goods specified by BHEL and in case of apparent damages, the Contractor will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Contractor shall lodge claim with the appropriate authorities.

18.3 The Contractor is responsible for safe transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.

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

19.0 Service During Post Contract Period:

19.1 It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (inclusive of extended period, if any) for Four months or till alternate arrangements are made, whichever is earlier.

20.0 Authorized signatory

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

20.2 If the tender application is submitted by a Limited Company, it shall be signed by its Managing Director or by a duly authorized person holding the Power of Attorney for signing the tender document, in which case a certified copy of the Power of Attorney shall accompany the tender document.

21.0 Change In Business/Load Pattern:

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

22.0 Subletting Not Allowed

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

23.0 Joint Survey:

23.1 Situations may arise during the course of handling / transportation of cargo when a cargo meets with an accident. The contractor may avail the services of a Surveyor on his own, at

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

24.0 Work Allocation

24.1 BHEL reserves the right to distribute the work to more than one Contractor. In case, three parties are finalized then the distribution will be 50%, 30% and 20% of total contract value. However, if two parties are finalized, the distribution will be 60% and 40% of total contract value.

25.0 Letter of Intent

The acceptance of tender shall be intimated to the successful bidder through a Letter of Intent (LOI). Such Bidder shall be required to furnish security deposit, within 15 days of the issue of LOI, as per tender terms. In the event of failure on the part of the Bidder to accept the LOI or furnish the security deposit within the specified time, his Letter of Intent may be considered for withdrawal under forfeiture of EMD and suitable action will be taken as per company policy.

26.0 BHEL – Relatives

26.1 If the Contractor has a relative(s), employed in any capacity with BHEL, he shall furnish such facts in the Techno-commercial Part of the Tender, failing which, his contract may be rescinded if such fact comes to light subsequently. Further, the Contractor shall also be liable to make good any loss or damage suffered by the Company on account of such cancellation.

27.0 Negotiations

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

28.0 Liquidation

- 28.1 In the event of the Contractor going in to liquidation or winding up the business or making arrangements with a third party, the company shall have the right to terminate the contract forthwith. In case any of the partners of the Air Consoles become insolvent or otherwise disowns the contract, the same shall automatically stand terminated. The company reserves the right to claim from the Contractor any cost and expenses or loss that may have incurred by reasons of breach of terms and conditions of the contract.
- 28.2 Guidelines for suspension of business dealings with suppliers/ contractors' :The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at bhel website www.bhel.com. The link for the same is available at [.http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf).

29.0 BHEL Fraud prevention policy

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

30.0 Reverse Auction Guidelines

BHEL may adopt Reverse Auctioning amongst the technically qualified bidders to finalize the tender. The procedure for Reverse Auction shall be intimated to such bidders in due course. However, the bidders are advised to quote their most competitive rates in the sealed bid envelope. In case BHEL is unable to finalize the order through Reverse Auction for any reason whatsoever, the order would be finalized based on the sealed price bids.

In case of tender being finalized through Reverse Auction, the bidders will have to adhere to the guidelines provided in the Business Rules of Reverse Auction. Business rules will be provided to Bidders before starting RA. In case a Techno commercially acceptable vendor does not agree to participate in the Reverse Auction process, the same will be treated as withdrawal of the offer and their EMD will be forfeited. Vendors are also warned against delay in participation and delaying the process of Reverse Auction. For more information please refer http://www.bhel.com/pdf/RA%20guidelines-Sept'13_abridged_final_webpdf.pdf

If BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

Abbreviations used in the tender

1. BHEL : Bharat Heavy electrical Limited
2. ROD: Regional Office Division
3. MUM: Mumbai
4. DEL: Delhi
5. CHE: Chennai
6. BLR: Bangalore
7. HYD: Hyderabad
8. IEM : Independent External Monitor
9. EMD: Earnest Money Deposit
10. DGR: Dangerous goods
11. PO : Purchase order
12. HAWB : House Airway Bill
13. MAWB : Mater House Airway Bill
14. AWB : Airway Bill
15. IGM: Import General Manifest
16. INCOTERMS : International commercial Terms
17. PL : Packing List
18. ODC: Over dimension cargo
19. FOB : Free On Board
20. FCA: Free Carrier Alonside
21. FAS: Free along side
22. CC : charge collect
23. IATA : International Air Transport Association
24. TT: Telegraphic Transfer
25. DO : Delivery Order
26. LOI: Letter of intent
27. BG: Bank Gurantee
28. FDR: Fixed Deposit Receipt
29. GM: General Manager
30. GBP: Great Britain Pound
31. DKK: Danish Kroner
32. JPY : Japanese Yen
33. SGD: Singapore Dollar
34. CAD: Canadian Dollar
35. SFR: Swiss franc
36. AUD: Australian dollar
37. USD: US dollar
38. HKD: Hongkong Dollar
39. NZD: New Zealand dollar
40. SAR: Saudi Arabian Riyal
41. RTGS: Real time Gross Settlement
42. NEFT: National electronic Fund Transfer
43. GTC: General Terms and Conditions
44. CUR: Currency

(On requisite stamp paper as per prevalent Stamp Act)

SPECIMEN OF BANK GUARANTEE (For Security deposit)

1. In consideration of BHARAT HEAVY ELECTRICALS LTD., A Govt. of India Undertaking (hereafter called Company) having its Regd. Office at BHEL House, Siri Fort, New Delhi-110049 and Regional Operations Divisions at 14th/15thFloor, World Trade Centre-I, Cuffe Parade, Mumbai-400 005 having awarded contract no.RE/MUM/IMP/AC/IA-1434dated _____ for imports / exports / CHA/ CFS/ Others (Delete which is not applicable)(hereinafter called the Contract) to M/s. _____ having Head Office at _____ (hereinafter called Contractor) and the Contractor having agreed to furnish Security Deposit on production of Bank Guarantee for Rs. _____ (Rupees _____ only) for satisfactory performance of the contract, we _____ (Name of the bank with address) having address at _____ do hereby undertake the indemnity and keep indemnified the Company by reasons of carelessness, negligence breach of any of the terms and conditions in the said contract by the contractor.
2. We, _____ (Name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the company, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reasons of breach by the said contractor of any of the terms and/or conditions in the Contract or by reasons of the Contractor having failed to perform the Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by this bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount of Rs. _____ (Rupees _____ only).
3. We _____ (Name of the Bank) undertake to pay the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under these present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.
4. We _____ (Name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all the liability under this guarantee thereafter.
5. We _____ (Name of the Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the said contractor and to forebear or enforce any of the terms and conditions relating to the said

contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor or by any such matter or thing whatsoever .

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
7. We, _____ (Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.
8. Notwithstanding anything contained herein,
 - i. Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____ only).
 - ii. This bank guarantee shall be valid upto _____
 - iii. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if your serve upon us a written claim or demand on or before _____.

Place:

Date:

OFFICER'S SIGNATURE WITH BANK SEAL

**TENDER FOR
AIR CONSOLIDATION CONTRACT
for IMPORT at following Airports :
1] Mumbai, 2] Chennai,
3] Bangalore & 4] Hyderabad**

SECTION - V

PART – II

FINANCIAL BID

ANNEXURE-1a
Air Freight RATE including FSC, SSC and WSC for Shipment from Load port to Mumbai Airport

All slabs are in Kgs

Load port Code	country	CUR	Airport		Slab 1	Slab 2	Slab 3	Slab 4	Slab 5	Slab 6	Slab 7	Slab 8	Slab 9	Slab 10
				Min chrgs	< 44.5	45-99.5	100-199.5	200-299.5	300-499.5	500-699.5	700-999.5	1000-1999.5	2000-3999.5	> 4000
D01	UK	GBP	London (Heathrow)											
D02	UK	GBP	New Castle											
D03	UK	GBP	Oxford,											
D04	UK	GBP	Bristol,											
D05	UK	GBP	Birmingham											
D06	UK	GBP	East Midlands											
D07	UK	GBP	Manchester											
D08	UK	GBP	Leeds											
D09	UK	GBP	Glasgow											
D10	France	EURO	Paris (Roissy) & Lyon											
D11	Sweden	EURO	Stockholm											
D12	Sweden	EURO	Gothenburg & Malmo											
D13	Italy	EURO	Rome, Milan											
D14	Italy	EURO	Turin, Bologna, Florence											
D15	Netherlands	EURO	Amsterdam, Rotterdam											
D16	Austria	EURO	Vienna, Linz, Graz											
D17	Belgium	EURO	Antwerp, Brussels											
D18	Denmark	DKK	Copenhagen											
D19	Japan	JPY	Tokyo, Osaka											
D20	Singapore	SGD	Singapore											
D21	Canada	CAD	Toronto											
D22	Canada	CAD	Montreal											
D23	USA	USD	New York, Boston											
D24	USA	USD	Chicago											
D25	USA	USD	San Francisco, Los Angeles											
D26	USA	USD	Atlanta, Houston											
D27	Germany	EURO	Munich, Koln, Dusseldorf, Hannover, Hamburg Stuttgart, Darmstadt, Mannheim, Nuremberg											
D28	Germany	EURO	Frankfurt											
D29	Germany	EURO	Berlin											
D30	Switzerland	SFR	Basle, Zurich, Geneva											

Note: Bidders to quote their rates in each slab in respective currencies as mentioned in Column 3.

ANNEXURE-1b

Air Freight RATE including FSC, SSC and WSC for Shipment from Load port to Mumbai Airport

All slabs are in Kgs

Load port Code	country	CUR	Airport		Slab 1	Slab 2	Slab 3	Slab 4	Slab 5	Slab 6	Slab 7	Slab 8	Slab 9	Slab 10
				Min chrgs	< 44.5	45-99.5	100-199.5	200-299.5	300-499.5	500-699.5	700-999.5	1000-1999.5	2000-3999.5	> 4000
D31	Spain	EURO	Barcelona											
D32	Australia	AUD	Sydney											
D33	Australia	AUD	Melbourne											
D34	Australia	AUD	Perth											
D35	Czech	EURO	Prague											
D36	Hong Kong	HKD	Hong Kong											
D37	New Zealand	NZD	Auckland											
D38	Russia	USD	Moscow											
D39	South Korea	USD	Gimpo International, Incheon											
D40	Finland	EURO	Helsinki											
D41	Romania	EURO	Bucharest											
D42	Norway	EURO	Oslo											
D43	Ireland	EURO	Dublin											
D44	Israel	USD	Tel Aviv											
D45	UAE	USD	Dubai											
D46	Oman	USD	Muscat											
D47	Egypt	USD	Cairo											
D48	Taiwan	USD	Taipei											
D49	Ukraine	USD	Kiev											
D50	China	USD	Shanghai, Shenzhen											
D51	Philippines	USD	Manila											
D52	Malaysia	USD	Kuala Lumpur, Pe Nang											
D53	Cyprus	USD	Larnaca											
D54	South Africa	USD	Johannesburg, Durban											
D55	Slovakia	EURO	Bratislava											
D56	Saudi Arabia	SAR	Riyadh											
D57	Turkey	EURO	Istanbul											
D58	Thailand	USD	Bangkok											
D59	Brazil	USD	Sao Paulo, Rio De Janeiro											

Note: Bidders to quote their rates in each slab in respective currencies as mentioned in Column 3.

ANNEXURE-2a
Air Freight RATE including FSC, SSC and WSC for Shipment from Load port to Chennai Airport

All slabs are in Kgs

Load port Code	country	CUR	Airport		Slab 1	Slab 2	Slab 3	Slab 4	Slab 5	Slab 6	Slab 7	Slab 8	Slab 9	Slab 10
				Min chrgs	< 44.5	45-99.5	100-199.5	200-299.5	300-499.5	500-699.5	700-999.5	1000-1999.5	2000-3999.5	> 4000
D01	UK	GBP	London (Heathrow)											
D02	UK	GBP	New Castle											
D03	UK	GBP	Oxford,											
D04	UK	GBP	Bristol,											
D05	UK	GBP	Birmingham											
D06	UK	GBP	East Midlands											
D07	UK	GBP	Manchester											
D08	UK	GBP	Leeds											
D09	UK	GBP	Glasgow											
D10	France	EURO	Paris (Roissy) & Lyon											
D11	Sweden	EURO	Stockholm											
D12	Sweden	EURO	Gothenburg & Malmo											
D13	Italy	EURO	Rome, Milan											
D14	Italy	EURO	Turin, Bologna, Florence											
D15	Netherlands	EURO	Amsterdam, Rotterdam											
D16	Austria	EURO	Vienna, Linz, Graz											
D17	Belgium	EURO	Antwerp, Brussels											
D18	Denmark	DKK	Copenhagen											
D19	Japan	JPY	Tokyo, Osaka											
D20	Singapore	SGD	Singapore											
D21	Canada	CAD	Toronto											
D22	Canada	CAD	Montreal											
D23	USA	USD	New York, Boston											
D24	USA	USD	Chicago											
D25	USA	USD	San Francisco, Los Angeles											
D26	USA	USD	Atlanta, Houston											
D27	Germany	EURO	Munich, Koln, Dusseldorf, Hannover, Hamburg Stuttgart, Darmstadt, Mannheim, Nuremberg											
D28	Germany	EURO	Frankfurt											
D29	Germany	EURO	Berlin											
D30	Switzerland	SFR	Basle, Zurich, Geneva											

Note: bidders to quote their rates in each slab in respective currencies as mentioned in Column 3.

ANNEXURE-2b
Air Freight RATE including FSC, SSC and WSC for Shipment from Load port to Chennai Airport

All slabs are in Kgs

Load port Code	country	CUR	Airport		Slab 1	Slab 2	Slab 3	Slab 4	Slab 5	Slab 6	Slab 7	Slab 8	Slab 9	Slab 10
				Min chrgs	< 44.5	45-99.5	100-199.5	200-299.5	300-499.5	500-699.5	700-999.5	1000-1999.5	2000-3999.5	> 4000
D31	Spain	EURO	Barcelona											
D32	Australia	AUD	Sydney											
D33	Australia	AUD	Melbourne											
D34	Australia	AUD	Perth											
D35	Czech	EURO	Prague											
D36	Hong Kong	HKD	Hong Kong											
D37	New Zealand	NZD	Auckland											
D38	Russia	USD	Moscow											
D39	South Korea	USD	Gimpo International, Incheon											
D40	Finland	EURO	Helsinki											
D41	Romania	EURO	Bucharest											
D42	Norway	EURO	Oslo											
D43	Ireland	EURO	Dublin											
D44	Israel	USD	Tel Aviv											
D45	UAE	USD	Dubai											
D46	Oman	USD	Muscat											
D47	Egypt	USD	Cairo											
D48	Taiwan	USD	Taipei											
D49	Ukraine	USD	Kiev											
D50	China	USD	Shanghai, Shenzhen											
D51	Philippines	USD	Manila											
D52	Malaysia	USD	Kuala Lumpur, Pe Nang											
D53	Cyprus	USD	Larnaca											
D54	South Africa	USD	Johannesburg, Durban											
D55	Slovakia	EURO	Bratislava											
D56	Saudi Arabia	SAR	Riyadh											
D57	Turkey	EURO	Istanbul											
D58	Thailand	USD	Bangkok											
D59	Brazil	USD	Sao Paulo, Rio De Janeiro											

Note: Bidders to quote their rates in each slab in respective currencies as mentioned in Column 3.

ANNEXURE-3a
Air freight RATE including FSC, SSC and WSC for Shipment from Load port to Hyderabad Airport

All slabs are in Kgs

Load port Code	country	CUR	Airport		Slab 1	Slab 2	Slab 3	Slab 4	Slab 5	Slab 6	Slab 7	Slab 8	Slab 9	Slab 10
				Min chrgs	< 44.5	45-99.5	100-199.5	200-299.5	300-499.5	500-699.5	700-999.5	1000-1999.5	2000-3999.5	> 4000
D01	UK	GBP	London (Heathrow)											
D02	UK	GBP	New Castle											
D03	UK	GBP	Oxford,											
D04	UK	GBP	Bristol,											
D05	UK	GBP	Birmingham											
D06	UK	GBP	East Midlands											
D07	UK	GBP	Manchester											
D08	UK	GBP	Leeds											
D09	UK	GBP	Glasgow											
D10	France	EURO	Paris (Roissy) & Lyon											
D11	Sweden	EURO	Stockholm											
D12	Sweden	EURO	Gothenburg & Malmo											
D13	Italy	EURO	Rome, Milan											
D14	Italy	EURO	Turin, Bologna, Florence											
D15	Netherlands	EURO	Amsterdam, Rotterdam											
D16	Austria	EURO	Vienna, Linz, Graz											
D17	Belgium	EURO	Antwerp, Brussels											
D18	Denmark	DKK	Copenhagen											
D19	Japan	JPY	Tokyo, Osaka											
D20	Singapore	SGD	Singapore											
D21	Canada	CAD	Toronto											
D22	Canada	CAD	Montreal											
D23	USA	USD	New York, Boston											
D24	USA	USD	Chicago											
D25	USA	USD	San Francisco, Los Angeles											
D26	USA	USD	Atlanta, Houston											
D27	Germany	EURO	Munich, Koln, Dusseldorf, Hannover, Hamburg Stuttgart, Darmstadt, Mannheim, Nuremberg											
D28	Germany	EURO	Frankfurt											
D29	Germany	EURO	Berlin											
D30	Switzerland	SFR	Basle, Zurich, Geneva											

Note: bidders to quote their rates in each slab in respective currencies as mentioned in Column 3.

ANNEXURE-3b
Air Freight RATE including FSC, SSC and WSC for Shipment from Load port to Hyderabad Airport

All slabs are in Kgs

Load port Code	country	CUR	Airport		Slab 1	Slab 2	Slab 3	Slab 4	Slab 5	Slab 6	Slab 7	Slab 8	Slab 9	Slab 10
				Min chrgs	< 44.5	45-99.5	100-199.5	200-299.5	300-499.5	500-699.5	700-999.5	1000-1999.5	2000-3999.5	> 4000
D31	Spain	EURO	Barcelona											
D32	Australia	AUD	Sydney											
D33	Australia	AUD	Melbourne											
D34	Australia	AUD	Perth											
D35	Czech	EURO	Prague											
D36	Hong Kong	HKD	Hong Kong											
D37	New Zealand	NZD	Auckland											
D38	Russia	USD	Moscow											
D39	South Korea	USD	Gimpo International, Incheon											
D40	Finland	EURO	Helsinki											
D41	Romania	EURO	Bucharest											
D42	Norway	EURO	Oslo											
D43	Ireland	EURO	Dublin											
D44	Israel	USD	Tel Aviv											
D45	UAE	USD	Dubai											
D46	Oman	USD	Muscat											
D47	Egypt	USD	Cairo											
D48	Taiwan	USD	Taipei											
D49	Ukraine	USD	Kiev											
D50	China	USD	Shanghai, Shenzhen											
D51	Philippines	USD	Manila											
D52	Malaysia	USD	Kuala Lumpur, Pe Nang											
D53	Cyprus	USD	Larnaca											
D54	South Africa	USD	Johannesburg, Durban											
D55	Slovakia	EURO	Bratislava											
D56	Saudi Arabia	SAR	Riyadh											
D57	Turkey	EURO	Istanbul											
D58	Thailand	USD	Bangkok											
D59	Brazil	USD	Sao Paulo, Rio De Janeiro											

Note: Bidders to quote their rates in each slab in respective currencies as mentioned in Column 3.

ANNEXURE-4a
Air Freight RATE including FSC, SSC and WSC for Shipment from Load port to Bangalore Airport

All slabs are in Kgs

Load port Code	country	CUR	Airport		Slab 1	Slab 2	Slab 3	Slab 4	Slab 5	Slab 6	Slab 7	Slab 8	Slab 9	Slab 10
				Min chrgs	< 44.5	45-99.5	100-199.5	200-299.5	300-499.5	500-699.5	700-999.5	1000-1999.5	2000-3999.5	> 4000
D01	UK	GBP	London (Heathrow)											
D02	UK	GBP	New Castle											
D03	UK	GBP	Oxford,											
D04	UK	GBP	Bristol,											
D05	UK	GBP	Birmingham											
D06	UK	GBP	East Midlands											
D07	UK	GBP	Manchester											
D08	UK	GBP	Leeds											
D09	UK	GBP	Glasgow											
D10	France	EURO	Paris (Roissy) & Lyon											
D11	Sweden	EURO	Stockholm											
D12	Sweden	EURO	Gothenburg & Malmo											
D13	Italy	EURO	Rome, Milan											
D14	Italy	EURO	Turin, Bologna, Florence											
D15	Netherlands	EURO	Amsterdam, Rotterdam											
D16	Austria	EURO	Vienna, Linz, Graz											
D17	Belgium	EURO	Antwerp, Brussels											
D18	Denmark	DKK	Copenhagen											
D19	Japan	JPY	Tokyo, Osaka											
D20	Singapore	SGD	Singapore											
D21	Canada	CAD	Toronto											
D22	Canada	CAD	Montreal											
D23	USA	USD	New York, Boston											
D24	USA	USD	Chicago											
D25	USA	USD	San Francisco, Los Angeles											
D26	USA	USD	Atlanta, Houston											
D27	Germany	EURO	Munich, Koln, Dusseldorf, Hannover, Hamburg Stuttgart, Darmstadt, Mannheim, Nuremberg											
D28	Germany	EURO	Frankfurt											
D29	Germany	EURO	Berlin											
D30	Switzerland	SFR	Basle, Zurich, Geneva											

Note: bidders to quote their rates in each slab in respective currencies as mentioned in Column 3.

ANNEXURE-4b
Air Freight RATE including FSC, SSC and WSC for Shipment from Load port to Bangalore Airport

All slabs are in Kgs

Load port Code	country	CUR	Airport		Slab 1	Slab 2	Slab 3	Slab 4	Slab 5	Slab 6	Slab 7	Slab 8	Slab 9	Slab 10
				Min chrgs	< 44.5	45-99.5	100-199.5	200-299.5	300-499.5	500-699.5	700-999.5	1000-1999.5	2000-3999.5	> 4000
D31	Spain	EURO	Barcelona											
D32	Australia	AUD	Sydney											
D33	Australia	AUD	Melbourne											
D34	Australia	AUD	Perth											
D35	Czech	EURO	Prague											
D36	Hong Kong	HKD	Hong Kong											
D37	New Zealand	NZD	Auckland											
D38	Russia	USD	Moscow											
D39	South Korea	USD	Gimpo International, Incheon											
D40	Finland	EURO	Helsinki											
D41	Romania	EURO	Bucharest											
D42	Norway	EURO	Oslo											
D43	Ireland	EURO	Dublin											
D44	Israel	USD	Tel Aviv											
D45	UAE	USD	Dubai											
D46	Oman	USD	Muscat											
D47	Egypt	USD	Cairo											
D48	Taiwan	USD	Taipei											
D49	Ukraine	USD	Kiev											
D50	China	USD	Shanghai, Shenzhen											
D51	Philippines	USD	Manila											
D52	Malaysia	USD	Kuala Lumpur, Pe Nang											
D53	Cyprus	USD	Larnaca											
D54	South Africa	USD	Johannesburg, Durban											
D55	Slovakia	EURO	Bratislava											
D56	Saudi Arabia	SAR	Riyadh											
D57	Turkey	EURO	Istanbul											
D58	Thailand	USD	Bangkok											
D59	Brazil	USD	Sao Paulo, Rio De Janeiro											

Note: Bidders to quote their rates in each slab in respective currencies as mentioned in Column 3.

Schedule for Additional Charges within the Country for Cargo with Incoterm Ex-Works/ FCA / FAS / Other than gateway port

Sn	Name of Country	CUR	Handling, Airline, Documentation & Customs Clearance Charges	Inland Transportation Charges			Xray / Screening chrgs for all shipment excluding FOB gateway airport		Airport Transfer Fees for all shipments excluding FOB Gateway ports	
				<u>Ex-Works</u>		% of Exworks Rates				
			Consolidated Rate per AWB	Min. Chrgs	Rate per kg	FCA / FAS	Min. Chrgs	Rate per kg	Min. Chrgs	Rate per kg
1	2	3	4	5	6	7	8	9	10	11
1.	United Kingdom	GBP								
2.	Germany	EURO								
3.	France	EURO								
4.	Switzerland	SFR								
5.	Netherlands	EURO								
6.	Italy	EURO								
7.	Sweden	EURO								
8.	Austria	EURO								
9.	Belgium	EURO								
10.	Denmark	DKK								
11.	Spain	EURO								
12.	Czech Republic	EURO								
13.	Finland	EURO								
14.	Romania	EURO								
15.	Norway	EURO								
16.	Ireland	EURO								
17.	USA	USD								
18.	Japan	JPY								
19.	Singapore	SGD								
20.	Canada	CAD								
21.	Australia	AUD								
22.	Hongkong	HKD								
23.	New Zealand	NZD								
24.	Russia	USD								
25.	South Korea	USD								
26.	Israel	USD								
27.	UAE	USD								
28.	Oman	USD								
29.	Egypt	USD								
30.	Taiwan	USD								
31.	Ukraine	USD								
32.	China	USD								
33.	Philippines	USD								
34.	Malaysia	USD								
35.	Cyprus	USD								
36.	South Africa	USD								
37.	Slovakia	EURO								
38.	Saudi Arabia	SAR								
39.	Turkey	EURO								
40.	Thailand	USD								
41.	Brazil	USD								

Note : For FCA /FAS cargo. (Col 7), please quote your rates in % terms which will be applicable to the respective Exworks rates

Discount for Dangerous / Defense Cargo of Imports on IATA Rates
(Ref. clause 17 & 18 of Scope of work)

Destn. Airport Quantity	MUM %Age Discount For IATA Rates	CHN %Age Discount For IATA Rates	BLR %Age Discount For IATA Rates	HYD %Age Discount For IATA Rates
Minimum	15	15	15	15
(-44.5) Kgs	10	10	10	10
45-99.5 Kgs	10	10	10	10
100-199.5 Kgs	10	10	10	10
200-299.5 Kgs	10	10	10	10
300-499.5 Kgs	10	10	10	10
500-699.5 Kgs	10	10	10	10
700-999.5 Kgs	10	10	10	10
1000-1999.5 Kgs	15	15	15	15
2000-3999.5 Kgs	15	15	15	15
+ 4000 Kgs	15	15	15	15

SIGNATURE AND SEAL OF BIDDERS

SECTION -VI

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai - 400 005

Sub : Your Tender no RE/MUM/IMP/AC/IA-1611

Dear Sir,

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

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

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

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

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

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF BIDDERS

SECTION-VII

(to be submitted on letter head of company)

To,
Bharat Heavy Electricals Ltd
15th Floor, WTC, Centre 1
Cuffe Parade, Mumbai 400005

Date:

Certificate regarding Service tax Remittance

This is to certify that we, M/s _____, STC No _____ have remitted the service tax and SBC/KKC claimed in Bills raised on BHEL during the month of _____ as per details below

SL No	Bill No	Date	Bill Amount	Service tax	SBC	KKC	Remittance challan No	Challan Date

(Authorized Signatory with Stamp)