



भारत हेवी इलेक्ट्रिकल लिमिटेड

Bharat Heavy Electricals Limited

**Regional Operation Division, Mumbai**

14<sup>th</sup> Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

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

**No.RE/MUM/EXP/EA-1922**

**Date: 20.02.2020**

To,  
M/S. \_\_\_\_\_,  
\_\_\_\_\_,

Dear Sirs,

**Sub: Air freighting of cargo from Mumbai Airport to M/s. MGEL, Erbil Airport Iraq on CPT basis.**

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

The tender comprises of:

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

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. Tender should be submitted stated in ~~Instruction to bidders~~. Section - II+ The technical offer should comply with the all tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened.

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://bhel.abcprocure.com> only as no other forms of submission of offer or hard copy is accepted. Bidders are requested to quote their most competitive prices in through the online e-procurement portal / system.

Bidders must submit their bids in the E-procurement Portal by 15 :00 hrs , **26/02/2020**. Kindly forward your regret letter in the event of non participation in the tender. Successful bidder shall be responsible for completion of the contract in all respect. Techno commercial offers shall be opened through the E-Procurement portal on **24/02/2020** at 15.01 Hrs. **RA will be conducted through separate service provider.**

Thanking you,

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

-SD-

Sr. Executive (Exports)

Encl: Section I to VII

## GENERAL INFORMATION

BHEL intends to appoint a Contractor for Air freighting of cargo from Mumbai airport to Erbil Airport Iraq on CPT basis.

Sl. No.	Name and Address	Phone Nos. & Email
1.	<b>BHEL ROD Mumbai address:</b> Mr. Saket Bharadvaj Dy Manager (Exports)  Mr. Amit Kumar Sr. Engineer ( Export )  Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15 <sup>th</sup> Floors, Centre-1, World Trade Center,Cuffe Parade, Mumbai, Maharashtra, India Ph No. 22171371	Ph No. 022- 22171343 Email : <a href="mailto:saket@bhel.in">saket@bhel.in</a>  Ph No. 022- 22171350 Email : <a href="mailto:amitkumar.s@bhel.in">amitkumar.s@bhel.in</a>
2.	<b>Terms of Delivery</b>	CPT Erbil Iraq
3.	<b>Value of goods</b>	USD 122,512/-
4.	<b>Quantum of cargo</b>	1240 Kgs +/-10%
5.	<b>CONSIGNEE</b>	M/s MASS GLOBAL ENERGY(SUL) LTD SULEMANIYAH GAS POWER STATION CHAMCHAMAL/ SULAYMANIYAH- KIRKUK MAIN ROAD IRAQ/KURDISTAN REGION ZIP CODE 46001 KIND ATTEN: MR RASHD TEL: +964(0) 7512183518 Mobile no :+964(0) 7504858114, Mr.Salim Wali, Tel: +964 (0) 770 122 1613, Mobile No: +964 (0) 770 122 1613, <a href="mailto:ahmed.moatamed@massgroupholding.com">ahmed.moatamed@massgroupholding.com</a> <a href="mailto:ahmed.salman@massgroupholding.com">ahmed.salman@massgroupholding.com</a> <a href="mailto:ahmed.tahseen@massgroupholding.com">ahmed.tahseen@massgroupholding.com</a>

**SECTION – I**  
**SCOPE OF WORK**

**Load Port: Mumbai Airport India.**

**Discharge Port: Erbil airport Iraq on CPT Basis**

**Cargo Description:** Supply of Gas Turbine Spares

**Dimensions:**

S. No	Item Description	No. of Pkg	Dimension in CM L x B x H	Net Weight in kgs	Gross Weight in kgs
1	Hose Flexible Metal	1	245 X 123 X 100	340	400
2	Hose Flexible Metal	1	203 X 125 X 133	340	490
3	Hose Flex	1	203 X 125 X 133	125	133
	<b>TOTAL</b>	3 pkgs		980	1240

**Note:** The above details are based on Engineering Design; however shipment shall be as per actual dimensions. The cargo volume / Gross Weight of the cargo may undergo change. The variation in volume / weight will be **+/- 10%**.

**Cargo is non tillable and non- stackable.**

**The scope of work covers the following:**

The cargo is required to be shipped from Mumbai Airport to Erbil Airport IRAQ on CPT basis. The contractor is required to go through the scope of work as detailed below.

- 1) Coordinate with BHEL's CHA for completion of Export Customs Procedure at Load airport (Mumbai) (Preparation of shipping documents, lodging with Customs, carting at nominated area at the load airport (Mumbai) will be done by BHEL's CHA.)  
The contractor is required to keep close co-ordination with our CHA for necessary / proper planning/Pickup notice/Carting permission etc for smooth export of shipment out of the Load airport.
- 2) Package will be provided at Mumbai Airport by nominated CHA of BHEL.
- 3) Cargo is available in Mumbai.
- 4) The contractors should be approved by the International Air Transport Association.
- 5) To do the weighment, X-ray and other formalities as and when required by the airline cargo official.

- 6) To arrange for timely shifting of the cargo to ensure 1) cargo is palletized/ moved to aircraft in time, 2) to avoid additional air warehouse charges to BHEL.
- 7) To track and provide the routing of the cargo movement schedule for shipment on each day.
- 8) Copy of cargo tracking sheet downloaded from airline web site/cargo tracker websites or certificate/letter/CAN from Airline stating that the cargo reached at port with date shall be submitted to BHEL
- 9) **TRANSIT TIME:** Transit time permitted shall be maximum **10 days**. The transit period shall start from "**Next day of Customs out of charged cargo date (LEO)**". The transit end date will be date of arrival of cargo **at Erbil Airport, Iraq**.
- 10) The 3 sets of Original AWBs and additional non-negotiable copies of AWBs to be issued to BHEL.
- 11) To arrange for certificates from the airlines as required by BHEL to meet L/C requirements if required.
- 12) To prepare AWBs in consultation with BHEL and with prior instructions.
- 13) You will follow all local laws / acts / rules prevailing in Transit while transporting the cargo without any liability to BHEL and indemnify BHEL from any mishap / claims while undertaking the work.
- 14) Insurance up to Erbil airport shall be arranged by BHEL. However the Contractor to ensure
  - a) Lodging of first information to the underwriters and the other parties to protect BHEL's claim as required.
  - b) Immediate forwarding of information as required to enable us for lodging the claim with the Underwriters.
  - c) Lodging of protest/claims with the carrier in case the damages reported at the time of discharge/Transportation.

**Sign date and Seal of the Bidder**

## SECTION 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://bhel.abcprocure.com>
2. The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
3. The price offer is to be submitted online on E-Tendering Portal at the web address mentioned above. 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 1 month from the date of opening of the tender.
5. It shall be responsibility of the contractor that their agents ensure proper working in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
6. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.

#### **7. The offers shall include.**

##### **1) Techno Commercial Bid:**

- (a) The techno commercial bid is to be filled and submitted/or uploaded in excel sheet/Templat online on E-Tendering Portal of BHEL at web address <https://bhel.abcprocure.com> on or before due date and time. Hard copies of techno commercial offers shall not be accepted for evaluation.
- (b) Payment of **EMD of Rs. 6820/-** shall be done through RTGS/NEFT mode in following bank account before due date & Time of opening of tender. However bidders are advised to process payments one day prior to due date and time of opening of tender to avoid last minute rush.

Name : BHARAT HEAVY ELECTRICALS LTD  
BANK : CITIBANK, FORT BRANCH  
ACCOUNT NO : 0008279012  
IFSC CODE : CITI0100000  
MICR CODE : 400037002

UTR details shall be furnished vide email and uploaded on E-procurement portal before opening of tender. NO hard copy DD shall be accepted.

##### **2) Price Bid/Reverse Auction (Envelop II)**

The Price Bid is to be filled up and submitted/or uploaded in excel sheet through E-Tendering system only. **RA will be conducted through separate service provider.**

**Fax offers will be rejected.**

#### **8. Evaluation Criteria:**

**The offers will be evaluated on the basis of the total price basis (Price Bid). The order will be finalized on one party only**

### **SECTION III SPECIAL CONDITIONS**

1. The House Airway Bills shall be prepared as per contracted freight rates of this tender and indicate the details as required by IATA Rules and Regulations viz. Departure Airport, Consignee name and address, Case Markings, Commodity descriptions, actual measurements and weights, freight payment terms stipulated in work order etc.
2. **TRANSIT TIME:** Transit time permitted shall be **maximum 10 days**. The transit period shall start from "**Next day of Customs out of charged cargo date**". The transit end date will be date of arrival of cargo **at Erbil Airport, IRAQ**. The shipping bill out of charge date shall be taken as custom clearance date.
3. **TRANSIT PENALTY:** For every day delay in freighting beyond the stipulated period BHEL shall deduct as penalty 1% of the total airfreight charges payable on a shipment for every day of such delay subject to a maximum of 10% of the freight payable and shall be adjusted from the freight bill.
4. The contractor should ship the entire cargo provided in the same flight; In the event of shipment coming in parts (in different flights) the air warehousing charges due to delay in receipt of complete cargo shall be adjusted from the freight bills.
5. Billing by contractor should be done as per the work order rates, payment terms and conditions.
6. The successful bidder will be required to provide the names and address of their offices or names and address of the offices of associates at the discharge Airport.

#### **7. PAYMENT TERMS**

- a. 100 % Shipment Freight shall be paid within 30 days of submission of following documents:-
  - i. Invoices in Duplicate.
  - ii. AWB copy.
  - iii. Proof of date of cargo reached at destination (tracking sheet downloaded from airline web site/cargo tracker websites or certificate/letter/email from Airline).

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

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

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

#### **8. Taxes & Duties on payments :**

- (a) GST will be paid extra as applicable
- (b) TDS will be recovered from bills as per the rules prevalent.
- (c) Contractors Invoice shall indicate BHEL **GSTIN no.: 27AAACB4146P1ZF**.

**(d)** Invoice having incorrect GSTIN no will have to be rectified by contractor. Financial liability if any for incorrect GSTIN no will be borne by contractor.

- 9. VALIDITY:** The contract shall be valid till all the cargo received at Loading Port are shipped under the contract and delivered at discharge port.
10. The rates offered shall be in Indian Rupees and will be inclusive of Taxes, Airway line/Carrier Misc charges (MCC), War Risk Charges /Security Stamp Fees/Security Fee, Cartage Charges and Screening charges.
11. AWB, HAWB & Other Documents charges, processing charges due Agent (PCA to be included in freight. No charges shall be payable at the destination. No additional charges for communication / miscellaneous etc. shall be payable.
12. Fuel Surcharge (FSC) : Fuel surcharge shall not be paid additionally. It is included in freight.
13. Airwayline/Carrier Misc charges (MCC): to be included in freight
14. War Risk Charges /Security Stamp Fees/Security Fee: to be included in freight
15. Cartage Charges: to be included in freight
16. Screening charges: to be included in freight
17. Bidders must go through Guidelines for suspension of business dealings/ Reverse auction. Guidelines for suspension of business dealings with suppliers/contractors and Reverse auction are available on website [www.bhel.com](http://www.bhel.com) on %supplier registration page+.
18. The offers of the bidders who are on the banned list/Suspended in BHEL and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The lists of the banned firms are available on BHEL website [www.bhel.com](http://www.bhel.com) on %supplier registration page+.
- 19.

## **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 %COMPANY+ shall mean Bharat Heavy Electricals Limited, in short BHEL, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- 1.2 %CONTRACTOR+ shall mean the individual, or firm or Company or LLP who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. %CONTRACTOR+ shall also mean %AGENT+ or %CARRIER+ or %TRANSPORTER+ or %MTO+ or %FREIGHT FORWARDER %OR %BARGE OPERATOR+ or %Successful Bidder+ where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Discharge Port or Project store or any other place/location, as specified in the contract, at which the Cargo/ equipment are to be delivered and services are to be performed as per the specifications prescribed in the contract
- 1.4 The "CONTRACT" or "CONTRACT DOCUMENT" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Company and the Contractor together with the documents referred to therein including the work order, LOA, 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 and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.

1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL ROD MUMBAI.

1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.

1.9 **VALIDITY OF THE CONTRACT**+The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the Bidder. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.

1.10 **COMPLETION OF THE CONTRACT**+The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Bidder with no claim on either side.

1.11 **CARRIER/SHIPPING/TRANSPORTATION**+ shall mean the shifting/carrying Cargo by using ships, barges, tempo, trucks, trailers (mechanical /hydraulic), dolly, heavy duty railway equipment wagons, aircraft and all other transportation means which shall be arranged by the Bidder for executing the work.

1.12 **ASSOCIATE**: Shall mean entity who execute(s) the work along with or for the Bidder / Bidder.

1.13 **FREIGHT TON (FRT)**: Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.

1.14 **LOT**: Supplies which are shipped on single voyage/Flight of each Flight/Flight/Barge/Aircraft arranged by bidder/ supplier.

1.15 **PROJECT CARGO**: Shall mean any cargo comprising of equipment, fabricated items, and components of the manufactured equipment / system of: Mechanical, Electrical, Instrumentation & Control, Electronics, Metal structures / pipes, Large/ Heavy Engineering machinery, transformer oil, Resins, insulation material , hardeners etc or a mix thereof, Items used in power plants, transported as a containerized shipment and breakbulk shipment during the course of national or international transportation or exportation-importation.

1.16 Non Heavy Lift Cargo means General cargo and ODC i.e cargo that does not fall under definition of heavy lift.

## **2 ISSUE OF NOTICE:**

2.1 The Bidder shall furnish the name, designation and addresses of his authorized agents/associates at / Mumbai (India), at the Load Port and at the discharge Port/Site. All complaints, notices, communications and references shall be deemed to have been duly given to the Bidder, if delivered to the Bidder or his authorized agent/representative through any mode (e-mail, telegram, fax, letter by courier, ordinary post / registered post / hand delivery /SMS/ Whatsapp or by any other means etc.).

## **3 COMMENCEMENT OF WORK:**

3.1 The Bidder shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOA and shall proceed with the same with due expedition without delay. If the Bidder 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 regards.

#### **4 DISCREPANCY AND CONTRADICTION**

4.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.

4.2 In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, UNIT HEAD-ROD BHEL or his authorized representative shall be the deciding authority with regard to intention of the contract.

#### **5 INVOICES AND PAYMENTS**

5.1 The Bidder will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.

5.2 The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

5.3 Bidder to intimate immediately on the day of Export of Goods to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances. Postal address and email ID shall be intimated later.

Portal Address . Shall be intimated later and Email Address . Shall be intimated later.

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.

5.4 In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.

5.5 Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.

5.6 Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.

5.7 Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.

5.8 In case of LD recovery the applicable GST shall be also be recoverable from the suppliers.

5.9 The Freight shall be paid on the actual quantities Shipped /Transported as per chargeable Weight of AWB.

5.10 The payments shall be made through RTGS/NEFT. The Bidder would be required to submit bank details for receiving the payments.

5.11 For Air freight payment, INRs-US\$ exchange rate shall be as per SBI/India TT Selling exchange rate prevailing on the date of departure of the Flight. The exchange rate of the

day of sailing of Flight would also be applied for the overseas land transportation payments in Indian Rupees. In case above dates fall on holidays the Exchange rate as defined above should be considered for the next working day.

## **6 Taxes & Duties**

- 6.1 All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable in India as well as in destination are included in the quoted price. GST & applicable Cess, if any, in India will be payable extra as enumerated in Payment terms.
- 6.2 TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 6.3 TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- 6.4 Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.
- 6.5 Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT &TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.

## **7 RISK PURCHASE:**

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

- 7.1 If at any time during the validity of the contract, the Bidder 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 Bidder, BHEL reserves the right to get the work done by other parties or departmentally at the risk and cost of the Bidder and also forfeit the security deposit.
- 7.2 To recover any moneys due from the Bidder, from any money due to the Bidder 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.

## **8 OBSERVANCE OF LOCAL LAWS :**

- 8.1 The Bidder shall comply with all Laws, Statutory Rules, and Regulations etc. The Bidder shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law of load port country / transit country/ discharge port country for smooth execution of the Contract..
- 8.2 The Bidder shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract in load port country/transit country/ discharge port country.
- 8.3 The Bidder shall be responsible for the proper behavior and observance of all applicable regulations by the staff employed in load port country/transit country/ discharge port country.

## **9 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:**

- 9.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Bidder and his workmen without exception. The Bidder shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 9.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to

property. If the bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, bidder shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the contractor.

- 9.3 The Bidder shall insure his workmen against all accidents and the policy shall be presented to BHEL on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person during execution of the contract due to lapses by the bidder, the victim and/or his/her dependents shall be compensated by the bidder as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on bidder and recover the same from payments due to the bidder for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the bidder for presenting his case. Above safety conditions are not exhaustive but gives an idea for the bidder and bidder shall adhere to all safety precautions warranted for the execution of the contract.
- 9.4 The Bidder shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time related to execution of this contract. Bidder shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.

## 10 **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 Bidder shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Bidder or his employees or any other person engaged.
- 10.3 The Bidder 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 Bidder'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 Bidder.

## 11 **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, land slides, 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 Bidder has no control.
- 11.2 If the Bidder 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 Bidder to BHEL within 14 days from the date of occurrence thereof.
- 11.3 The Bidder 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 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 Bidder the amount of any loss resulting from such cancellation, if the Bidder has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favour or disfavour 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 Bidder in relation to this or any other contract with BHEL.

## 13 SETTLEMENT OF DISPUTE

13.1 Except as otherwise specially provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the GM ROD of BHEL subject to a written appeal by the Bidder to the GM ROD whose decision shall be final to the parties hereto.

13.2 Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

13.3 If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause below.

## 14 ARBITRATION

14.1 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 Head , 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.

14.2 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.

14.3 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.

14.4 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

14.5 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.

14.6 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.

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

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

14.9 **In case of contract with Public Sector Enterprise (PSE) or a Government Department :**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

## **15 LAWS GOVERNING THE CONTRACT:**

15.1 The contract shall be governed by the Indian Laws for the time being in force and only courts in Delhi, India shall have jurisdiction over this contract.

## **16 SHORT – LANDED OR DAMAGED GOODS.**

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

16.2 In case of goods specified by BHEL and in case of apparent damages, the Bidder 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 Bidder shall lodge claim with the appropriate authorities.

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

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

## **17 REQUIREMENTS OF PERFORMANCE.**

17.1 All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Bidder at his own cost. Any contingency arising in this respect shall be the responsibility of the Bidder. Also the Bidder 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 Bidder 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 Bidder shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Bidder 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 trans shipment he shall provide all packing and leashing at his own cost.

- 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 Bidder at his own cost.
- 17.5 Any information / documents like route survey reports, third party approvals given to BHEL shall not in any way absolve or relieve the Contractor from any of his obligation, responsibility, or liability as per scope of work.
- 17.6 The Bidder shall be liable for any defects in the construction of any part of the Works, where such defects are due to any bad workmanship, the use of defective or inferior quality materials, error, omission, or negligence of the Contractor.
- 17.7 The Contractor shall be liable for the consequences of faulty design and specifications, lack of care and negligence for that part of the Works, which was designed and specified by the Contractor for the period specified. The Contractor shall keep the Employer fully and effectively indemnified against all legally enforceable losses, damages, injuries, deaths, actions, proceedings, claims, demands and all associated costs suffered by the Employer or any third party.

## **18 INDEMNITY:**

- 18.1 The Bidder shall indemnify and keep indemnified BHEL all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

## **19 SECURITY DEPOSIT**

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

- 19.2 Security deposit may be made in any of the following ways:

- 19.2.1 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- 19.2.2 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bidder to obtain the proforma for Bank Guarantee format from BHEL on issue of LOA.
- 19.2.3 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).
- 19.2.4 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Bidder 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

- 19.3 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Bidder or recovered from payment/s due to the Bidder.

- 19.4 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. 19.2.3 and 19.2.4 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BGs shall be released after one **(1) month** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

## **20 EARNEST MONEY DEPOSIT:**

- 20.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms : Electronic Fund Transfer credited in BHEL account (before tender opening) in Below bank account of BHEL

*Name: BHARAT HEAVY ELECTRICALS LTD BANK: CITIBANK, FORT BRANCH*

- 20.2** EMD of the Bidder will be forfeited if:
- 20.3** After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 20.4** The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract
- 20.5** If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- 20.6** EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant Guidelines on Suspension of business dealings with suppliers/ Bidders+and forfeited/ released based on the action as determined under these guidelines.
- 20.7** EMD of successful bidder will be adjusted towards part of the security deposit.
- 20.8** EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.
- 20.9** EMD shall not carry any interest.
- 20.10** In case total EMD amount is more than Rs.2 Lakh, the amount in excess of Rs.2 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

## **21 DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER**

- 21.1** If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 21.2** If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 21.3** If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 21.1 and 21.2 above.
- 21.4** If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

## **22 REVERSE AUCTION:**

- 22.1** BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- 22.2** Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ~~Process~~ compliance formq(to the designated service provider) as well as ~~Online~~ sealed bidqin the Reverse Auction. Non-submission of ~~Process~~ compliance formq or ~~Online~~ sealed bidqby the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on [www.bhel.com](http://www.bhel.com)).
- 22.3** The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope Sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer**

**specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

**22.4** If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on [www.bhel.com](http://www.bhel.com)).+

**23 BHEL FRAUD PREVENTION POLICY:**

**23.1** Bidder along with its associate/ collaborators/ sub-Bidders/ 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.

**24 CANCELLATION OF THE CONTRACT:**

**24.1** BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging Flight/trailers/Flights and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of Bidder leading to cancellation of contract.

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

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

**25 Integrity commitment, performance of the contract and punitive action thereof:**

**25.1** Commitment by BHEL:

**25.1.1** BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

**25.2** Commitment by Bidder/ Supplier/ contractor:

**25.2.1** The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

**25.2.2** The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

**25.2.3** The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL

**25.2.4** If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ Bidder as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/or under applicable legal provisions+.

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

25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.

The definition of MSEs owned by women Entrepreneurs is clarified as under:

- i. In case of proprietary MSE, Proprietor shall be woman
- ii. In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.
- iii. In case of private limited companies, at least 51% shall be held by Women Promoters.

(Such enterprise will have to submit relevant document for proof of women ownership during offer submission)

In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyog Aadhar No along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders.

In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening.

No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening. Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "

Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories:

- (a) Enterprises owned by Scheduled Castes.
- (b) Enterprises owned by Scheduled Tribes.
- (c) Enterprises owned by other than above two categories

The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.)

Note: Wherever for splitting of order, if splitted quantity comes out <1, the splitting of order will not be feasible. (for MSE vendors).

Further updates or any changes, will according to MSE procurement policy. Traders will be excluded from the above MSE benefit as per MSE public procurement policy.

For MSE vendors getting award-

In order to get benefit to MSE suppliers in Bill timely payment MSE supplier will have to send the original hard copy of Udyog Aadhar No (UAN) supported by CA certificate of last fin yr.Scanned copy is not acceptable for MSE consideration.

Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2006 subject to fulfilment of above procedure.

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

## **27 LICENSE/ PERMISSION/ REGISTRATION:**

**27.1** Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such Licence/ Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The Bidder shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the Bidder. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Bidder shall be entertained by BHEL for any breach of the provisions/Acts or laws by the Bidder.

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

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

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

**27.5** No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

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

**27.7** The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

## **28 TIME LIMIT FOR SUBMISSION OF BILLS**

**28.1** The Bidder 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.

**28.2** No claim in respect of under payment to the Bidder 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.

**28.3** However, in case of any specific issue over which the Bidder 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 Bidder.

**29 E- PROCUREMENT:**

**29.1** This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bhel.abcprocure.com>

**29.2** Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider(ABC Procurement ) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose

**30 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION**

**30.1** Bidder shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance

**30.2** Bidder shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract

**30.3** Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

**31 EXPEDITING :**

**31.1** Bidder is free expedite cargo arrival by following up with BHEL MUs/BHEL vendors based on the pending cargo remaining in the packing list and Flight/Flight/Barge likely being planned.

Bidder will be responsible to follow up with BHEL MUs/BHEL vendors for cargo arrival schedule provided by them at 1<sup>st</sup> instance. He will keep track of cargo from the day it has left the works and plan further accordingly especially in case of ODC/HL

## SECTION V

### TECHNO- COMMERCIAL BID

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

Sn	Description	Remarks
1.	<b><u>Earnest Money Deposit:</u></b> The Bidders, shall submit tenders with interest free EMD as per tender conditions by way of EFT of <b>Rs 6820 /-</b> on or before due date. <b>Offers without EMD shall not be considered Bidders.</b>	Details
2.	<b><u>The bidder must have valid IATA registration (Copy of IATA to be enclosed )</u></b>	Agreed/Enclosed
3.	<b><u>Average Annual Turnover:</u></b> The Bidder must have an average annual turnover not less than Rs 1.10 lakhs for the last three years (CA certificate / Audited P&L account to be submitted / uploaded) (FY 2016-17,2017-18,2018-19)	Enclosed/Uploaded
4.	<b><u>Experience of having successfully completed similar works :</u></b> The Bidder must submit proof of having successfully executed %logistics contracts inclusive of air freight+in the last seven years (ending last day of month previous to the one in which tender was floated) as under (copies of work order / contract along with completion certificate to be enclosed) (a) Three contracts of value not less than Rs 1.37 lakhs each. OR (b) Two contracts of value not less than Rs 1.70 lakhs each. OR (c) One contract of value not less than Rs 2.73 lakhs each.	Enclosed/Uploaded
5.	<b><u>Bidder Must have a valid GST Registration</u></b>	Enclosed/Uploaded
6.	<b><u>Pan copy to be enclosed</u></b>	
7.	<b><u>Tender Documents:</u></b> Entire tender document including forwarding letter of the tender document along with blank price bid is to be Uploaded on E-portal.	Enclosed/Uploaded
8.	<b><u>Compliance Letter:</u></b> The compliance letter duly signed and stamped on letter head should be uploaded on the portal	Enclosed/Uploaded
9.	<b><u>Transit Penalty :</u></b> As per special Terms and conditions	Agreed
10.	<b><u>Payment Terms:</u></b> As per special condition.	Agreed
11.	<b><u>Force Majeure:</u></b> As specified in the general condition.	Agreed
12.	<b><u>Validity:</u></b> <u>As specified in special conditions.</u>	Agreed
13.	<b><u>Additional War Risk Insurance:</u></b> In the event of war or war like situation, additional war risk premium if any as per notification of the Lloyds surveyor/Insurance additional insurance premium paid receipt for war risk, pro rata, insurance for Hull machinery for the BHEL cargo may be considered for payment.	Agreed
14.	<b><u>Cancellation Of The Contract:</u></b> As per general terms and condition.	Agreed

15.	<b><u>Taxes:</u></b> All taxes on freight, insurance and other dues of the Flight shall be to the Contractors A/c. The Contractor shall be responsible for payment of any Sales, Service, Income Tax or any other form of Tax leviable not envisaged in the tender on transportation activity carried out in transit/discharge country being main/sub-contractor of BHEL. Only GST will be paid separately as per price bid.	Agreed
16.	<b><u>Govt.Rules &amp; Regulations:</u></b> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licences, and permits for operation in India / transit country / countries. It is obligatory for CONTRACTOR to comply with regulating requirements in Transit countries are fully met before award of the contract.	Agreed
17.	<b><u>Risk Purchase:</u></b> As specified in general terms and conditions..	Agreed
18.	<b><u>RA terms and condition:</u></b> As per general terms and condition. The final price break up after the RA will be in proportion to the initial weightage given in sealed Price bid.	Agreed

**Sign date and Seal of the Bidder**

## SECTION VI

### FORMAT FOR PRICE BID RE/MUM/EXP/EA-1922

S.n.	Description	Freight Rate per kg (INR)	Gross wt.(chargeable weight charged by airline)	Total Amount (INR)
(1)	(2)	(3)	(4)	(5)=(4)*(3)
Sch A1	Air Freight charges for cargo Inclusive of all the activities defined in the scope of work from Mumbai airport to CPT Erbil airport			

Note:

1. The rates quoted above shall be strictly as per above format.
2. All /FSC/ Airline/MCC/War risk/security stamp/cartage/screening and any other charges if applicable are inclusive of above freight. **Only GST shall be payable extra as per provisions.**
3. The cargo dimensions may vary by **+/-10%**. Payment will be made as per rate quoted and actual quantities Shipped /Transported as per chargeable Weight of AWB.
4. In case of changes in the **Gross weight** from the **Gross weight** specified in the packing list, the same shall be paid on prorata basis.

## **SECTION –VII**

**(Letter of compliance in Company's Letter Head)**

Date:

To,

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

**Sub: Your Tender no: RE/MUM/EXP/EA-1922**

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL