



BHARAT HEAVY ELECTRICALS LIMITED

Regional Operations Division

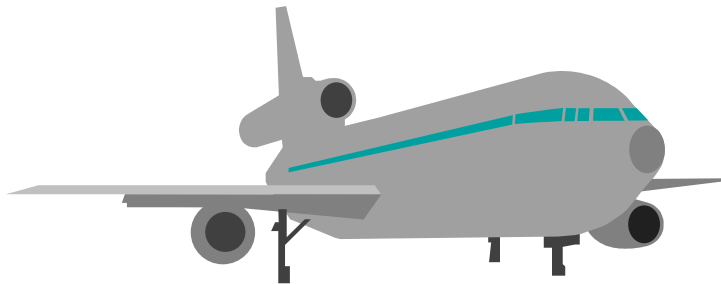
14/15th Floor, Centre - I

World Trade Centre

Cuffe Parade, Mumbai – 400 005

RE/MUM/IMP/AC/IA-1939

**TENDER FOR
AIR FREIGHT RATE CONTRACT
FOR IMPORT AT BENGALURU AIRPORT**



LAST DATE OF SUBMISSION OF TENDER: 08/01/2020 (1500 HRS)

No. RE/MUM/IMP/AC/IA-1939

Date: 30/12/2019

To

M/s _____

Dear Sirs,

BHEL , Govt. of India Undertaking, is one of the largest Engineering and Manufacturing Enterprise in India catering to core sectors of the Indian economy viz Power Generation & transmission, Industry, Transportation, Renewable Energy, Defence etc.

BHEL imports air cargo from various load ports to Bengaluru Airport under FOB, FCA and EXW incoterms. To achieve the same, online E-tenders are invited from **AEO/LO accredited** Air Freight Forwarders for the above activities for a period of **Six Month** (extendable by further Six Month subject to mutual consent). Services **of one Air Freight Forwarders** will be considered.

The tender comprises of

Sr No	Description	Section
1	Scope of Work and Special conditions	I
2	Instructions to Bidders	II
3	Techno Commercial Format	III
4	General Terms and Conditions	IV
5	Price BID	V
6	Letter of Compliance	VI

Important Details of the Tender

Name and Contact Details of the Person for Queries in the Tender	(1) Saket Bhardvaj Dy. Manager Phone : 022-22171343 Mobile : 9619422502 saket@bhel.in
Tender Estimate	Rs. 21200000/-
EMD Amount	Rs. 424000/-
Time Limit for EMD Submission	08/01/2020, 1500 Hrs.
Last Date of Submission of the Tender through e-Procurement system	08/01/2020, 1500Hrs.
Pre bid Clarifications	May be obtained vide email/telephone/office visit up to 07/01/2020
Tender Opening Date	08/01/2020, 1515 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://bhel.abcprocure.com/EPROC/>.

In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk of abc procure at 079-40270549/560/590 or BHEL representative, Mr. Saket Bhardvaj at 022-22171343/9619422502. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

1) **EMD** :-

The EMD of **Rs. 424000/-** to be submitted through NEFT/RTGS. The fund may be transferred to the following account.

BHEL Bank Account details:

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

EMD deposited must be reflected in BHEL account latest by **15:00 Hrs** on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system.

Note: MSME bidders may avail EMD exemption as per MSME guidelines.

2) TECHNO-COMMERCIAL BID :-

The techno commercial bid is to be filled and required documents uploaded online on E-Tendering Portal of BHEL at web address <https://bhel.abcprocure.com/EPROC/> latest by **15:00 Hrs on the last day of Tender submission date**. Please ensure to upload the clear scanned documents wherever asked for in the tender and is required as part of technical bid on the portal. 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, amendment if any issued to the tender. Hard copies of commercial offers shall not be accepted for evaluation.

3) PRICE BID:-

Price bids of only technically qualified bidders will be opened / Decrypted on online portal.

The Price Bid is to be filled up in E-Tendering system only before the due date of submission only in the format provided in the tender. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price Bid of the technically qualified bidders.

Price to be quoted in **percentage of BHEL Schedules rate in totality** only.

No conditions should be put in the price bid.

No slab rates are required to be quoted. The percentage quoted in price bid will be uniformly applied to each BHEL slab rates to arrive at final slab rates. No modifications to the work contained in the items/individual rates will be allowed.

No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in excel sheet while submitting E-offer.

No hard copies of Documents will be accepted in any case.

Instruction for Participation in the Tender through e Procurement

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.

Neither the Organisation (Bharat Heavy Electricals Ltd.) nor the service provider (Abc Eprocure.) 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.

Bidders are invited to seek clarification if any on the tender documents vide Email/Telephone/Office visit up to 07/01/2020 at 15 00 Hrs.

GENERAL INFORMATION

BHEL intends to finalize one Air freight forwarder for air freighting of imports air cargo at Bengaluru Airport for a period of **Six Month (extendable by further Six Month subject to mutual consent)**.

The tentative country wise import load pattern as given below:

Bengaluru Airport Load Data for 06 Months

Country	Load in Kg	Currency	No of Shipments
UNITED KINGDOM	2872	GBP	32
FRANCE	1127	EURO	3
SWEDEN	40	EURO	3
ITALY	35188	EURO	18
NETHERLANDS	120942	EURO	66
AUSTRIA	1430	EURO	3
JAPAN	1078	JPY	6
SINGAPORE	7225	SGD	214
CANADA	327	CAD	1
UNITED STATES OF AMERICA	3005	USD	7
GERMANY	53944	EURO	57
SWITZERLAND	5601	CHF	20
SPAIN	18	EURO	2
HONG KONG	1677	HKD	20
FINLAND	347	EURO	4
CHINA	15182	USD	12
MALAYSIA	90	USD	2
UNITED ARAB EMIRATES	605	AED	4
POLAND	43	EURO	1
TAIWAN	4863	USD	19

The Country-wise load pattern given is tentative. 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.

SECTION – I

SCOPE OF WORK & SPECIAL CONDITIONS

BHEL imports various kinds of cargo by air from overseas ports to Bengaluru Airport for its Divisions/Units/Offices etc. situated all over India. Air freight forwarder/ Contractor shall have to arrange for the follow-up, collection, and 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 Freight forwarder/Contractor to get a copy of relevant Purchase Order, incoterms, invoice and packing list either from supplier / manufacturing unit coordinators. The forwarder/Contractor or 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 Freight forwarder/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. Air Freight forwarder/Contractor shall send the PRE-ALERT, without fail, giving details like PO No., MAWB No., House Airway Bill & Port of Loading, No. of Pkgs., weight, freight (including freight and CC charges along with exchange rate with date) and flight details immediately after receipt of the cargo at the load port, at least 48 hr before the arrival of the flight at destination airport. 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 destination Airport by the earliest available flight, preparing separate House Airway Bills in respect of each consignment.
7. In case of Ex-works shipment, one additional day is permitted for inland transportation i.e. total Six days.
8. Contractor shall ensure correct and timely filing of IGM for HAWB. In case of IGM notified to us is not acceptable in customs system (due to wrong filing of IGM of HAWB) while uploading the Bill of Entry, the Contractor should immediately take up with the Airlines and arrange to amend the IGM on priority. Any demurrage/ Warehouse charges/Penalties incurred due to wrong filing of IGM shall be recovered from contractor, if incurred.
9. The contractor to ensure that their overseas agents should prepare House Airway Bill, after collecting three sets of documents vis. PO Copy, Invoice copy, packing lists etc. from suppliers and arrange to dispatch.
10. Distribution of 02 sets of documents of air shipment will be as follows:
 - A. One set of documents shall be sent to the concerned unit of BHEL within 12 hours of flight arrival (except on Sundays/Holidays).

B. Third set will be the Banker's set and that has to be handed over to supplier for LC negotiation or otherwise.

11. **Airlines to be used for shipments:** Contractor is free to bring the cargo through any Airlines of their choice subject to the penalties and terms and conditions of the contract. However, in case, BHEL has preference and specified any particular Airlines for movement of cargo, Contractor to ensure the same without any additional financial implication on BHEL and at the same time ensuring the safety and security of the cargo.

12. **PERIOD OF CONTRACT**

12.1 The period of contract will be for six month with the provision of further extension up to six month 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 maximum three more months if BHEL desires so.

12.2 The Company reserves the right to interchange/change the work allotted initially to any Freight Forwarder(s), during the currency of contract without assigning any reasons whatsoever on the same rates, terms and conditions of the contract.

12.3 The Company reserves the right to terminate the contract of any agent at any time, without assigning any reasons thereof and without giving any prior notice. The Contractor shall not be entitled for any compensation by reason of such termination.

12.4 The Contractor must give minimum 03 month notice in writing if he wishes to discontinue the awarded work.

12.5 If at any time during the currency of the contract, the Agent fails to render all or any of the services required under the scope of work satisfactorily in the opinion of the Company, whose decision shall be final and binding on the Contractor, the company reserves the right to get the work done by other parties or departmentally at the Contractor's risk and cost.

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

12.7 Company reserves the right to claim from the Contractor any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract.

12.8 The Contractor shall not split or transfer to any other party any part of the contract during the currency of the contract.

12.9 The Contractor shall immediately intimate any change in the address of the Offices during the period of Contract.

12.10 In the event of Contractor backing out/not performing as per the contract, suitable financial action will be taken by BHEL. Additionally, future business of such de-faulting Contractors will be suspended with BHEL as per company policy.

13. 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 ($L \times W \times H / 6000 = \text{Chargeable weight in Kgs.}$).
- (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.

14. Determination of Weight Slab:

- 14.1. Freight is payable on the basis of chargeable weight (Gross weight or Volume weight whichever is higher) as per the dimensions in the HAWB.
- 14.2. 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.
- 14.3. 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.
- 14.4. 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).

15. **Shipment of Dangerous Cargo:** Dangerous cargo not included in this contract.

16. **Shipment of Radioactive Cargo:** Radioactive material not included in this contract.

17. **Shipment of Defense Cargo:** Defense cargo not included in this contract.

18. **Shipment of ODC Cargo:** ODC (Over dimensional Consignment) – Single package dimensions exceeding 125" (L) x 88" (W) x 63" (H) will be treated as ODC and will not be covered under this contract. Weight shall not be criteria for declaring the cargo as ODC.

19. **Rate and charges payable to contractor for work done:** Air freight charges will be paid as per the price finalized after bidding in the price schedules. In addition to Air freight following charges shall be payable :

19.1. **IGM Filing Fees** - inclusive of - DO charges and Break-bulk fees has been fixed at Rs 2500/-and will be paid for each AWB. No additional charges shall be considered for payment on this account.

19.2. **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.

- 19.3. **Cartage Charges:** Cartage charges shall be paid at Re. 1/- per kg of chargeable weight subject to minimum payable charges of Rs. 60/-. No additional charges shall be considered for payment on this account.
- 19.4. **FCA other than gateway port :** Inland transportation charges @ 20% of Ex works inland transportation charges shall be consider for payment on this account. This is specified in Price schedule B and is fixed (i.e. bid % will not be applicable on this column). No additional charges shall be considered for payment on this account.
- 19.5. **X-ray /Screening charges:** shall be paid for all shipments as per the price finalized after bidding in the price schedule B.
- 19.6. **Airport Transfer fees:** Airport transfer fees shall be considered for payment for all shipments other than FOB, gateway airport as per the price finalized after bidding in the price schedule B.
- 19.7. **GST :** GST shall be paid extra by BHEL on services provided in India.
- 19.8. **Payment and billing:**
- 19.8.1. Payment of Air freight and other charges shall be paid strictly as per incoterms mention in the BHEL PO. Please note that all the bills are required to be raised in the name of Bengaluru unit payment will be done by the Bengaluru Unit only).

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

Sl No	Incoterm as mentioned in P.O. issued by BHEL	Types of Cost payable to contractor by BHEL as per this tender	Total Transit Time
A	FOB load Airport (Gateway Airport)	1] Air freight as per the weight slab as per Price Schedule A + 2] Rs 2500 IGM filing fee all inclusive. + 3] Charges collect fees @ 2% on Air freight i.e 2% of Sl No 1] above + 4] Cartage charges @ Re1/- per Kg of chargeable weight subject to minimum payable charges of Rs. 60/-	5days
B	FOB load port other than gateway port	1] Cost at Sl No 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 Price Schedule B + 3] Airport Transport fees as per Price Schedule B	5 days
C	FOB Country	1] Cost at Sl No B	5 days

D	FCA/FAS Gateway port	1] Cost at SI No A + 2] Handling, airline, Documentation, & customs clearance charges as per Price Schedule B +3] Xray / Screening charges as per Price Schedule B +4] Airport Transport fees as per Price Schedule B	5 days
E	FCA/FAS other than gateway port	1] Cost at SI No 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 B	5 days
F	FCA Country	1] Cost at SI No E	5 days
G	Ex-works	1] Cost at SI No A (The gateway port having lowest freight rate for that country will be considered for payment) + 2] Inland transportation charges as per Price Schedule B + 3] Handling, airline, Documentation, & customs clearance charges as per Price Schedule B. +4] X ray / Screening charges as per Price Schedule B +5] Airport Transport fees as per Price Schedule B	6 days

Important: In case the initiation of the execution of contract is delayed beyond the maximum transit penalty condition then Risk Purchase Clause No. 6 under General Terms and Conditions will be applicable with immediate effect without any notice from BHEL.

Note:

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

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

19.8.2. Contractor to ensure that billing is made as per above and as per the price finalized after bidding in the price schedules. **All bills are to be in the name of BHEL, Bengaluru unit.**

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

19.8.3.1 Inco-terms mentioned in the PO.

19.8.3.2 Invoice is in line with the PO terms.

19.8.3.3 Packing list with details of weight, type, dimensions, unit of measurement and size of packages.

20. **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 48 hrs of arrival of flight.

21. **Cargo airlifted after the contract expiry:** In case, Contractor or their foreign agents accept and airlift the cargo of BHEL from the contracted Airports, after the expiry or early termination of the contract, the payment shall be made subject to terms and conditions of this agreement up to a

period of three months from such date. BHEL reserves the right to review the case for payments as deemed fit after the period of three months.

22. **List of Overseas Agents of contractor:** To enable Contractor and their overseas agents to render the services under this contract, BHEL shall provide vendor contact details in the PO placed on the foreign vendor to facilitate the co-ordination between the overseas agent and the vendor. Contractor shall give details of address of their overseas Agents with contact person details, email for each gateway Airport as soon as LOA is placed.
23. **Change of Overseas Agent:** In the event of contractor changing their foreign/overseas agent, the contractor should give complete details to BHEL immediately after the change.
24. **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 contractor fails to perform as above due to which BHEL is not able to lodge claim with the underwriter within the prescribed time frame or fails to furnish all the documents as required by the underwriters, They will be held fully responsible for the loss and BHEL reserves the right to make good such losses from the contractor.
25. 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.
26. **Taxes & Duties:**
- 26.1 Taxes & duties as applicable will be paid extra. TDS will be deducted as per provision of Income Tax Act and GST act.
- 26.2 After implementation of **GST**, necessary changes in billing and all compliances as per Govt. Notification will have to be adhered to.
- 26.3 Vendor must file GST returns per schedule dates as per GST Law. Failing to which the credit losses, penalty incurred to BHEL, shall be recovered from vendor.

SECTION II

INSTRUCTIONS TO BIDDERS

Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <https://bhel.abcpurchase.com/EPROC/>.

- 1.0** Bidders are advised to go through the tender document fully before filling up the Techno-commercial Section and Price bid Section.
- 2.0** The bidder must submit the total offer and the details desired therein. The offers which are not complete or mentioning "shall be furnished later" will be rejected.
- 3.0** The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
- 4.0** The price offer must be filled only in the Price Bid format of tender in absolute percentage will be applied uniformly to BHEL rate specified in Schedule A and B.
- 5.0** The offers shall be kept valid for a period of 90 days from the date of opening of the tender.
- 6.0** BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. It shall be responsibility of the contractor that their agents ensure proper working of the offers in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
- 7.0** No modifications to the work contained in the items will be allowed. Offers other than in prescribed formats will not be accepted under any circumstances.
- 8.0** No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be submitted along with offer. Any such clarification/modification if submitted will be totally ignored and such bids will be rejected.
- 9.0** Any request from the bidders in respect of additions, alternations, modifications, corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.
- 10.0** The acceptance of tender shall be intimated to the successful bidder through a Letter of Award (LOA). The contractor shall be required to submit security deposit as per the Tender document, within one week from LOA which should be valid up to six months after the expiry of the contract period as specified in the Letter of Award. In the event of failure on the part of the contractor to furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the acceptance of his Letter of Award may be considered as withdrawn and suitable action will be taken as per company policy.
- 11.0** BHEL reserves the right to reject any bid/all bids without assigning any reason whatsoever at any stage of the tender process.

12.0 EVALUATION CRITERIA

- A. Offers of those bidders either whose performance is not satisfactory with BHEL in last one year or Risk purchase has been initiated/operated by BHEL in last one year, shall not be considered for evaluation. Also offers of those bidders who are sister concern/partners/ subsidiary/Co subsidiaries or group companies of such companies whose performance with BHEL is not satisfactory or Risk purchase has been operated by BHEL in last one year , shall not be considered for evaluation.
- B. Offers of Parties meeting techno commercial requirements will only be considered for Price bid opening/Reverse Auction.
- C. 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.
- D. Offers shall be evaluated based on percentage of BHEL total price for the Price Schedule A, B
- E. Percentage offered by L1 bidder shall be uniformly applied to BHEL Price Scheduled A, B
- F. No modification is allowed in BHEL Price Schedule A, B
- G. After examination of L1 bidder's rates, BHEL may negotiate the rates if necessary with L-1 bidder.

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	<u>Qualification Criteria</u>	
(a)	Bidder must have an average annual turnover on account of air freighting not less than Rs 63.60 Lakhs for the last 3 years. (i. e. for year 16-17,17-18 & 18-19).	Copy of CA certificate or Copy of audited Balance Sheet(Profit and Loss account) to be uploaded on e-procurement portal
(b)	Bidders must submit proof of having successfully executed logistics contract including air freighting 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 0.85 Crores each OR (ii) Two contracts of value not less than Rs 1.06 Crores each OR (iii) One Contract of value not less than Rs 1.70 Crores 1. Bidder must provide contact details as well as email id of customer for verification of completion certificate. It shall be responsibility of bidder for verification 2. The bidders must ensure that their customer must verify or confirm BHEL over mail about contract execution and BHEL reserves the right to reject the bid if Confirmation is not received from Bidder's customer.	Satisfactory completion certificate mentioning contract value and scope from customer must be uploaded on e-procurement portal.
(c)	Should have office(s) at Bengaluru	Contact Details and address of offices to be uploaded on e-procurement portal
(d)	To have valid IATA certificate. Copy of the certificate (2019) is to be enclosed and original to be produced as and when called for.	Copy of valid IATA certificate to be uploaded on e-procurement portal
(e)	To have Valid AEO/LO certificate from Customs in the name of bidder.	Self-attested Copy of certificate to be uploaded on e-procurement portal
(f)	Valid GST Registration	Copy to be uploaded on e-procurement

		portal
(g)	The Bidder should not have been referred to BIFR/NCTL or declared "SICK" by any Statutory Authority	A Self certification should be uploaded on e- procurement portal
(h)	The Bidder should not have been banned/suspended/blacklisted for business dealing by BHEL/Govt. of India/any undertaking of Govt. of India as on date of notice inviting tender.	A Self certification should be uploaded on e- procurement portal
II	<u>Technical Requirement</u>	
1.	<u>EARNEST MONEY DEPOSIT/ Valid MSME Certificate:</u> The Bidders, shall submit tenders with interest free EMD of Rs 4.24 lakh as per tender conditions. Offers without EMD shall not be considered.	UTR No to be provided
2.	<u>CONTACT DETAILS:</u> Name & Address of the company along with contact details of Owner, Chairman, MD, CEO and directors.	Details to be Provided
3.	<u>PAYMENT TERMS:</u> As Specified in the tender.	Agreed
4.	<u>INDEMNITY:</u> Contractor 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.	<u>VALIDITY:</u> The period of contract will be for six month further extendable by six month with the mutual consent.	Agreed
6.	<u>LOAD PATTERN:</u> The Country-wise load pattern given is tentative. 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.	<u>RISK PURCHASE:</u> 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.	<u>SCOPE OF WORK :</u> We have understood the scope of work and special conditions.	Agreed
9.	<u>DEAD FREIGHT:</u> Dead freight/Any Airlines penalties /or Equivalent charges shall not be payable by BHEL, in any circumstances. Onus for co-ordination and timely movement of goods rests solely with the contractor.	Agreed
10.	<u>GST</u> will be paid separately. GST elements shall be shown separately in the invoice.	Agreed
11.	<u>PENALTY FOR TRANSIT TIME:</u> As Specified in the tender	Agreed
12.	<u>EVALUATION CRITERIA:</u> We have understood the evaluation criteria.	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:-

1.0 GENERAL TERMS & CONDITIONS:

- 1.1** BHEL shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
- 1.2** "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "AIR Freight Forwarder" where the context so requires.
- 1.3** "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.4** "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement if any, the work order, the LOA, the accepted Price schedule A & B, General Terms and Conditions of Contract, Scope of work & Special Conditions of Contract, Instructions to Bidder, and Special Specifications (if any).
- 1.5** Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL.
- 1.6** "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Techno-commercial specifications/requirements, price schedule A and B, and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7** "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8** "VALIDITY OF THE CONTRACT" The period of Air Import contract will be for six month with the provision of further extension up to six month 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.
- 1.9** "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- 1.10** Issue Of Notice:
The Contractor shall furnish the name, designation and addresses of his authorized agents/associates at all the Destination Port. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent/representative.

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

2.2 LICENCE / PERMISSION/ REGISTRATION:

Wherever any Licence/ Permission from or Registration with Overseas/Local/State/Central authorities is required under the applicable 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 Overseas/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. Any claim or compensation for reimbursements by Contractor/Any other agency for any breach of the provisions/Acts or laws by the contractor shall not be entertained by BHEL.

3.0 PAYMENT TERMS:

3.1 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.

3.2 GST will be paid separately. GST elements shall be shown separately in the invoice.

3.3 The payment of the bills will be made within 30 working days after the receipt of clear and complete Bills in all respects as per the terms of the contract. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.

3.4 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.

3.5 100% payment of the charges will be made by BHEL by NEFT/RTGS against the bill submitted with all documents from BHEL.

3.6 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.

3.7 The documents to be submitted along with bills are as follows:

- 12.1 Cargo arrival notice (having flight Number, arrival date & time) and ICEGATE IGM print/copy and original Freight invoice.
- 12.2 Signed copy of original Non negotiable House Airway bill.
- 12.3 Copy of Suppliers invoice, packing list, HAWB should mention PO No., dimension and currency as per the contract.
- 12.4 Proof of material handover date in country of origin.

4.0 PENALTIES:

4.1 PENALTY FOR PART SHIPMENT: In case the contractor ships the cargo in more than one lot then the warehouse charges at discharge port incurred till the arrival of last consignment shall be recovered from the contractor.

4.2 PENALTY FOR TRANSIT TIME:

Transit time (Material Handover/pick up date to Flight landing date at destination port):

No of Transit days will be calculated as Landing date – Handover/Pick up Date i.e. If material is handed over/ Pick up on the 5th of the month and reaches destination airport on the 10th of the same month then no of transit days is equal to 10-5 = 5 days.

Transit Penalty :

1 % of total airfreight charges (Excluding the IGM filing fees and Cartage fees) shall be deducted for every day of delay in transit up to a maximum of 10%.

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 transit period could be considered with proper documentation. Grant of extension of time is the sole discretion of BHEL Management. A copy of such communication regarding extension of time granted by BHEL shall be produced along with the Bill.

4.3 Penalty for not handing over the documents for clearance

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.

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.

4.4 Penalty for late Pre-alert

12.4.1.1 Pre-alert shall be given by the contractor 48 hrs before the arrival of flight at destination airport.

12.4.1.2 Airport demurrage/warehouse charges/custom penalty/Interest on custom duty incurred due to delay in Pre-alert shall be recovered from the contractor.

4.5 Penalty for insufficient/Incorrect documents

If the contractor delays to submit the required documents as intimated by unit/Port ROD (necessary for clearance of goods) then the amount of demurrage/warehouse charges/custom penalty/Interest on custom duty /Bill of entry amendment charges/IGM amendment charges incurred due to such delay shall be recovered from the contractor.

4.6 Penalty for any other reasons: In case the Contractor fails to perform any part of the scope of work as defined, the Company reserves the right to get such part of the work executed through any agency at the risk and cost of the Contractor.

5.0 TIME LIMIT FOR SUBMISSION OF BILLS:

5.1 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 BHEL accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

5.2 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 three 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.

5.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to the prior approval of the BHEL accepting authority, notwithstanding what has been laid down in the Clause on Payment. The decision of the BHEL accepting authority shall be final and binding on the contractor.

6.0 RISK PURCHASE:

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

6.1 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.

6.2 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.

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

7.0 OBSERVANCE OF LOCAL LAWS IN INDIA AND ABROAD :

- 7.1 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 the law of the land.
- 7.2 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.
- 7.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.
- 7.4 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.

8.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

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

9.0 INSURANCE:

- 9.1 BHEL shall arrange for insuring the cargo/consignment covering the risks during transit and material handling at port(s) as per incoterms.

- 9.2** 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.
- 9.3** 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.
- 9.4** 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.

10.0 FORCE MAJEURE:

The following shall amount to force majeure conditions:-

- 10.1** Acts of God, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- 10.2** 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.
- 10.3** 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.
- 10.4** Force Majeure conditions will apply on both sides.

11.0 PREVENTION OF CORRUPTION:

- 11.1** 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.
- 11.2** 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.

12.0 ARBITRATION:

- 12.1** Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL.
- 12.2** The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- 12.3** Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments or subsequent amendments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Mumbai.
- 12.4** The cost of arbitration shall be borne as per the award of the Arbitrator
- 12.5** Subject to the arbitration Clause above, the Courts at Mumbai shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- 12.6** Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.
- 12.7** **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.

13.0 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.

14.0 INDEMNITY:

The Contractor shall indemnify and keep BHEL indemnified against all losses, claims, demurrage, detention etc. arising out of any of his acts or out of the acts of his agents or associates or employees during the currency of the contract.

15.0 SECURITY DEPOSIT:

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

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

i) Only Electronic Fund Transfer in favor of BHEL

ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should be as per BHEL approved format only (format and bank names given along with tender document).

iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

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

15.2.2 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Securities / BG's shall be released after six **(6) months** of successful execution, completion of the contract and upon fulfilment of contractual obligations as per terms of the contract.

16.0 EARNEST MONEY DEPOSIT:

16.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in Electronic Fund Transfer credited in BHEL account (before tender opening)

16.2 EMD of the Tenderer will be forfeited if:

16.2.1 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.

16.2.2 The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract

16.2.3 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
EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

16.3 EMD of successful bidder will be adjusted towards part of the security deposit.

16.4 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.

16.5 EMD 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 Three 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:

Work shall be assigned to one contractor only .

25.0 LETTER OF AWARD:

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

26.0 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 Contractor become insolvent or otherwise disowns the contract, the same shall automatically stand terminated. The company reserves the right to claim from the Contractor any cost and expenses or 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_guidelines_adbridged.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/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2016.pdf

In case 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.

During reverse auction, 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.

ABBREVIATIONS USED IN THE TENDER

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

SECTION V

PRICE BID

**We are ready to do the work on _____ % of the BHEL Schedule rates
(For all Schedule A and B (Mention in words also) (No decimal to be quoted))**

Note:

- 1- The % of quoted above shall be uniformly applied to all BHEL slab rates. (For Schedule A & B)
- 2- BHEL Slab rates are exclusive of GST.
- 3- No individual slab rate discount is permitted.

Example 1.

If bidders quotes 110 %, each slab quoted rates will be 1.1 times BHEL slab rate

Example 2.

If bidders quotes 80 %, each slab quoted rates will be 0.80 times BHEL slab rate

Air Freight RATE(Per Kg) including FSC, SSC and WSC for Shipment from Load port to <u>Bangalore</u> Airport										
Price Schedule A										
Load port Code	country	CUR	Airport	Min	Slab 1	Slab 2	Slab 3	Slab 4	Slab 5	Slab 6
					<=50	51-100	101-200	201-500	501-1000	>1000
D01	UK	GBP	London (Heathrow),Manchester	11.23	0.67	0.67	0.67	0.67	0.67	0.67
D02	UK	GBP	New Castle,Oxford, Bristol,Birmingham ,East Midlands ,Leeds,Glasgow	11.23	0.67	0.67	0.67	0.67	0.67	0.67
D03	France	EURO	Paris (Roissy),Lyon,Orly,N antes	30.08	1.24	1.24	1.24	1.24	1.24	1.24
D04	Sweden	EURO	Stockholm, Arlanda	26.28	1.71	1.71	1.71	1.71	1.71	1.71
D05	Sweden	EURO	Gothenburg	26.28	1.71	1.71	1.71	1.71	1.71	1.71
D06	Italy	EURO	Rome, Milan, Malpensa	30.08	1.14	1.14	1.14	1.14	1.14	1.14
D07	Italy	EURO	Turin, Bologna, Florence	30.08	1.14	1.14	1.14	1.14	1.14	1.14
D08	Netherlands	EURO	Amsterdam,	18.75	1.14	0.95	0.95	0.95	0.95	0.95
D09	Austria	EURO	Vienna, Linz, Graz	22.56	1.90	1.90	1.90	1.90	1.90	1.90
D10	Japan	JPY	Tokyo, Osaka,Hanyu	1127.83	157.94	157.94	157.94	188.02	188.02	157.94
D11	Singapore	SGD	Singapore	18.75	1.81	1.81	1.81	1.81	1.81	1.81
D12	Canada	CAD	Toronto	34.46	1.90	1.90	1.81	1.81	1.43	1.43
D13	Canada	CAD	Montreal	34.46	1.90	1.90	1.81	1.81	1.43	1.43
D14	USA	USD	New York, Boston,Portsmouth,	41.32	2.19	2.19	2.19	2.19	2.19	2.19
D15	USA	USD	Chicago	41.32	2.00	2.00	2.00	2.00	2.00	2.00
D16	USA	USD	San Francisco, Denver,Los Angeles	41.32	2.19	2.19	2.19	2.19	2.19	2.19

D17	USA	USD	Atlanta, Houston,Miami	41.32	2.19	2.19	2.19	2.19	2.19	2.19
D18	Germany	EURO	Munich, Koln, Dusseldorf, Hannover, Hamburg Stuttgart, Darmstadt, Mannheim, Nuremberg,Bremerh aven, Hannover,Brilon	15.04	0.86	0.86	0.86	0.86	0.86	0.86
D19	Germany	EURO	Frankfurt,Homberg	11.23	0.86	0.86	0.86	0.86	0.86	0.86
D20	Germany	EURO	Berlin	11.23	0.86	0.86	0.86	0.86	0.86	0.86
D21	Switzerland	CHF	Basle, Zurich, Genève,Bulle,Büchl en	15.04	1.43	1.43	1.43	1.43	1.43	1.43
D22	Spain	EURO	Barcelona	10.28	1.24	1.24	1.24	1.24	1.24	1.24
D23	Hong Kong	HKD	Hong Kong,Kowloon	142.90	13.52	10.57	10.57	10.57	10.57	10.57
D24	Finland	EURO	Helsinki	22.56	2.19	2.19	2.19	2.19	2.19	2.19
D25	China	USD	Shanghai,Zhangjiaga ng	26.28	1.81	1.71	1.81	1.81	1.71	1.71
D26	Malaysia	USD	Kuala Lumpur,	20.47	1.62	1.33	1.24	1.24	1.14	1.05
D27	UAE	AED	Dubai	96.63	9.81	7.24	7.24	7.24	7.24	7.24
D28	Poland	EURO	Warsaw	13.71	1.33	0.86	0.86	0.86	0.86	0.86
D29	Taiwan	USD	Taipei	22.56	2.86	1.14	1.14	1.14	1.14	1.14

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

Price Schedule B

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(Other than gateway port)	Min. Chrgs	Rate per kg	Min. Chrgs	Rate per kg
1	UNITED KINGDOM	GBP	11.28	7.52	0.12	20.00	7.52	0.07	7.52	0.09
2	FRANCE	EURO	33.83	33.83	0.12	20.00	18.80	0.09	15.04	0.09
3	SWEDEN	EURO	37.59	33.83	0.11	20.00	18.80	0.06	11.28	0.07
4	ITALY	EURO	18.80	30.07	0.16	20.00	7.52	0.09	7.52	0.08
5	NETHERLANDS	EURO	18.80	18.80	0.19	20.00	15.04	0.08	15.04	0.09
6	AUSTRIA	EURO	37.59	37.59	0.27	20.00	15.04	0.11	11.28	0.08
7	JAPAN	JPY	3383.59	1127.86	93.99	20.00	187.98	18.80	187.98	18.80
8	SINGAPORE	SGD	30.07	18.80	0.19	20.00	15.04	0.08	11.28	0.11
9	CANADA	CAD	48.88	48.88	0.27	20.00	15.04	0.11	15.04	0.11
10	UNITED STATES OF AMERICA	USD	33.83	33.83	0.34	20.00	15.04	0.10	15.04	0.09
11	GERMANY	EURO	11.28	7.52	0.11	20.00	7.52	0.06	11.28	0.06
12	SWITZERLAND	CHF	30.07	18.80	0.13	20.00	11.28	0.10	15.04	0.08
13	SPAIN	EURO	37.59	41.35	0.11	20.00	15.04	0.11	15.04	0.08
14	HONG KONG	HKD	131.59	169.18	3.76	20.00	112.78	3.01	93.99	2.26
15	FINLAND	EURO	18.80	18.80	0.11	20.00	11.28	0.08	7.52	0.11
16	CHINA	USD	33.83	48.88	0.19	20.00	15.04	0.09	7.52	0.06
17	MALAYSIA	USD	37.59	26.31	0.19	20.00	15.04	0.08	15.04	0.11
18	UNITED ARAB EMIRATES	AED	165.57	68.99	0.41	20.00	68.99	0.28	68.99	0.28
19	POLAND	EURO	23.32	19.99	0.20	20.00	13.33	0.08	13.33	0.07
20	TAIWAN	USD	37.59	33.84	0.27	20.00	22.55	0.15	11.28	0.15

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 -5

Sub : Your Tender no RE/MUM/IMP/AC/IA-1939

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 down loaded 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