



No.RE/MUM/IMP/ED/IA-1943

Date: 27/01/2020

To

M/S. _____

Dear Sirs,

Sub: Tender for appointment of contractor for Air freighting of ODC Shipment from FCA NEWYORK to Bangalore Airport.

Ref: Tender No.RE/MUM/IMP/ED/IA-1943 due on 31/01/2020.

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

The 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/EPROC/>. **The last date of submission of offers is 31/01/2020, 15:00 Hrs.**

The EMD of Rs. 32000/- to be submitted online to following BHEL account:

Name: BHARAT HEAVY ELECTRICALS LTD

BANK: CITIBANK, FORT BRANCH

ACCOUNT NO: 0008279012

IFSC CODE: CITI0100000

MICR CODE: 400037002

Party to ensure that the EMD amount appears in BHEL account prior to the due date i.e. 31/01/2020, 1500 hrs. Otherwise the offer will not be considered for evaluation in EPS Portal.

In case of any difficulty in operating the E-Tendering System, please contact our developer's Help Desk e-Procurement Technologies at 079-40270549/560/590 or email at bhel.support@abcprocure.com. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

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GENERAL INFORMATION

BHEL intends to appoint Contractor for Air Freight of **Cargo from FCA NEW YORK to Bangalore Airport**. Details of which are given below. The cargo will be handed over on FCA basis. Detailed specifications and scope are covered in Section -I

Names addresses of the Contact Persons for this tender are

Sl. No.	Name and Address	Phone Nos. & Email
1	BHEL ROD Mumbai 1. Mr. Saket Bharadvaj Dy Mgr.- Material Services Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, World Trade Center, Cuffe Parade, Mumbai	Ph. No. 022 22171343,9619422502 Email: saket@bhel.in
2	Details of Supplier	GE ENERGY PRODUCT FRANCE LTD
3	Terms of Delivery	FCA
4	Last date of Tender Submission	31/01/2020, 15.00

SECTION – I

SCOPE OF WORK

Details of Cargo:

SI No	Length (cm)	Width (cm)	Height (cm)	Net Weight (kg)	Gross Weight (kg)	Package Type	Stack able
1	420	100	273	1300	1800	CRATE	Y
2	80	60	47	24	29	case	N
3	231	122	112	204	264	Case C1	N
4	231	122	112	205	301	Case C1	N
5	114	114	224	220	289	Case C1	N
6	240	100	165	206	512	Case	N
7	643	114	262	2200	2894	Case	N
8	114	147	236	426	426	Crate	Y

Total Gross Wt -6.5 MT

Discharge / Destination Port: **Bangalore** Airport

Details of Work:

1. To contact the Supplier and receive cargo from them.
2. Ensure that the cargo / contents are securely packed and fit for air freight.
3. Air freighting of cargo as per Inco-Terms. (FCA NEW YORK)
4. Safe discharge of cargo at destination airport.

Detailed Instructions, terms & conditions are covered in Section II, III & IV of this Tender document. Bidders are requested to carefully read these sections.

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.abcpocure.com/EPROC/>
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.
4. The offers shall be kept valid for a period of 30 days from the date of opening of the tender.
5. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
6. The offers shall include

- 1) **EMD:** The EMD of Rs. 32000/- 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

The EMD should be submitted latest by 1500 Hrs on due date of tender. The offers without EMD will not be considered for evaluation in the E-Tendering system

- 2) **Techno Commercial Bid:**

The techno commercial bid is to be filled and submitted online on E-Tendering Portal of BHEL at web address <https://bhel.abcpocure.com/EPROC/> latest by **due date and time of tender submission**. The techno commercial offers shall be opened on **the same day of tender submission at 15:00Hrs**. Hard copies of techno commercial offers shall not be accepted for evaluation.

- 3) **Reverse Auction:**

RA will be conducted for technically qualified parties by separate service provider. BHEL reserves the right to decide for going into Reverse auction.

Evaluation Criteria:

1. The offers will be evaluated on the basis of Total Cost in the Price Bid (Section VI).
2. Offers of Parties meeting the tender requirement will only be considered for Evaluation.
3. For Tender evaluation, SBI TT Selling between Rs / USD exchange rate will be taken as on the date of opening of the technical bid.
4. Offers of those bidders either whose performance is not satisfactory with 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 in last ONE year, shall not be considered for evaluation.

SECTION III

SPECIAL CONDITIONS

1. The contractor shall coordinate with the foreign suppliers and receive the cargo; on receipt of cargo the contractor shall send PRE-ALERT indicating the BHEL Purchase Order No., HAWB No. & MAWB No., Port of Loading, No of pkgs., weight and flight details immediately after receipt of the cargo at the port of origin.
2. 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, Suppliers' name and address, Purchase Order No. and date, Import License No. and date, Case Markings, Commodity descriptions, actual measurements and weights, freight payment terms stipulated in Purchase order etc.

3. Transit Time

Total Transit time permitted = 08 Days

Start of Transit time will be the date of handing over of cargo at warehouse/airport as per FCA INCOTERM.

End of Transit time will be the date to final IGM at Bangalore Port

Both above dates shall counted while calculating transit time.

4. Transit Penalty

The penalty shall be 1 % of the contract value (including taxes) per day or part thereof subject to maximum of 10% of the contract Value (including taxes) for the shipment

Important: In case the initiation of the execution of contract is delayed beyond the maximum transit penalty condition then BHEL reserves the right to Risk Purchase Clause without any notice to the contractor

The contractor should ship the entire cargo in single lot as per the cargo readiness date. 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. The Contractor shall send the **PRE-ALERT, at least 24 hrs prior the arrival without fail**, indicating the Purchase Order 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 port of origin. For all such services, all charges shall be borne by the Air Console Agents. Any charge (demurrage, custom penalty etc) incurred due to delay in receiving pre-alert shall be deducted from freight bills.
6. The contractor shall on receipt of cargo at destination shall promptly notify the designated officer of BHEL, **Bangalore** about the arrival of cargo at the destination and handover all related documents (HAWB, Cargo Arrival Notice, Manifest copy, suppliers invoice, packing list etc.) to BHEL **Bangalore** or their clearing agents for effecting speedy customs clearance of the of cargo at **Bangalore** Airport.
7. The contractor shall hand over the delivery order to BHEL **Bangalore** within 24 hours after arrival of aircraft (excluding Sundays and holidays). If the Contractor fails to deliver the same then warehouse charges for the delayed period shall be recovered from the contractor.
8. Billing by contractor should be done as per the work order rates, payment terms and conditions. In case of excess billing apart from excess freight amount, differential customs duty shall also be recovered from the contractor. However if the contractor is able to get the customs refund finalized in that case the amount withheld shall be reimbursed to the contractor.
9. 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 Load Port and in **Bangalore**.
10. **Two consecutive delays, for reasons of delay attributed to the Contractor, in execution of the contracts where delay occurred is such that**
 - a) **Prescribed maximum transit time limit of the contract is reached/exceeded or**
 - b) **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.**

PAYMENT TERMS:

- 1 The Air Freight charges will be calculated in Indian Rupees by applying the T.T. Selling rate of SBI for the specified foreign currency (refer Price Bid) and Indian Re. Prevailing on the date of landing of cargo at the Port of discharge.

- 2 100% payment of the Contract value in Indian Rupees will be made by BHEL, **Bangalore** after adjustment of penalty, if any, on safe discharge of cargo at the destination airport (**Bangalore**).
- 3 Payment will be made within fifteen working days after the receipt of clear and complete Bill in all respects as per the terms of the contract.
- 4 Payment shall be made based on the actual chargeable weight of the cargo in case of variation of dimensions from the dimensions given in tender, else the chargeable wt. given in the technical bid will be considered.
- 5 All the Bills should be in the name of BHEL **Bangalore**.

The following documents to be submitted along with invoice

1. CAN copy.
2. Proof of date of handing over of cargo.

(Note: The invoice of contractor will not be processed without above given two documents)

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 Udyoug 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.)

If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier.

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 Udyoug 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.)

SECTION IV

GENERAL TERMS AND CONDITIONS

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

1. BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
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" or "MTO" where the context so requires.
3. "CONTRACT " or " CONTRACT DOCUMENT" shall mean and include the agreement, LOI, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications, the Special Specifications (if any) and all correspondences.
4. 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.
5. "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.
6. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
7. "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.
8. "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL.
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.

10. ISSUE OF NOTICE:

10.1 The Contractor shall furnish the name, designation and addresses of his authorized agents/associates at Mumbai (India), at the Load Port and at the discharge 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.

11. COMMENCEMENT OF WORK:

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

12. INVOICES AND PAYMENTS

12.1 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.

12.2 The GST element (if applicable) even though included in the total price of the contractor, to be shown separately in the invoice.

13. RISK PURCHASE:

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

13.1 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.

13.2 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.

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

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

14. OBSERVANCE OF LOCAL LAWS :

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

14.2 The Contractor 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.

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

15. SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

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

16. INSURANCE:

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

16.2 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.

16.3 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.

16.4 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.

17. FORCE MAJEURE:

The following shall amount to force majeure conditions:-

17.1 Acts of God, Act of any Government, war, Sabotage, riots, civil Commotion, Flood, Fire Cyclone, Earthquake and other similar causes over which the Contractor has no control.

17.2 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.

17.3 Force Majeure conditions will apply on both sides.

18. ARBITRATION

18.1 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 Head of the BHEL Unit/Region/ Division issuing the contract.

18.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

18.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments 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.

18.4 The cost of arbitration shall be borne as per the award of the Arbitrator.

18.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Mumbai shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

18.6 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.

18.7 **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.

19. LAWS GOVERNING THE CONTRACT:

19.1 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.

20. INDEMNITY:

20.1 The Contractor 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.

21. SECURITY DEPOSIT:

21.1 Successful bidder shall submit 5% of the total contract value as security deposit within three days of issue of LOI for the contract

21.2 Security deposit may be made in any of the following forms

- i) Electronic Fund Transfer in favour of BHEL
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL)

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

22. EARNEST MONEY DEPOSIT:

The EMD to be submitted through online transfer to following account:

BHEL Bank Account details:

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

22.2 Forfeiture of EMD:

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

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

22.3 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

22.4 EMD shall not carry any interest.

22.5 EMD of successful tenderer will be retained as part of Security Deposit.

23. REQUIREMENTS OF PERFORMANCE

23.1 All permissions / 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 en route and consequences therefore including legal complications, if any.

23.2 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.

23.3 The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The contractor shall take all due care of consignments while loading / unloading. During transshipment he shall provide all packing and lashing at his own cost.

23.4 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.

24. SHORT- LANDED OR DAMAGED GOODS

24.1 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 be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.

24.2 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.

25. Guidelines for suspension of business dealings with suppliers/ contractors' :The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at bhel website www.bhel.com. The link for the same is available at [.http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13-abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13-abridged.pdf).

26. BHEL Fraud prevention policy

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

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

28. Reverse Auction

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.

SECTION V

FORMAT FOR TECHNO- COMMERCIAL BID

SR No	Description	Confirmation by Tenderer
1	Bidder must have an average annual turnover of the company of not less than Rs 4.8 Lakhs for the last 3 years. (i.e. for year 16-17, 17-18 & 18-19)(Copy of CA certificate/ copy of Balance sheet indicating details of turn over for each FY to be uploaded in E-portal.	Copy of CA Certificate / Copy of Balance Sheet to be submitted
2	<p>Bidders must submit proof of having have successfully executed air freight contracts last 7 years (ending last day of month previous to the one in which the tender was due for opening) as per following</p> <p style="text-align: center;">(i) Three contracts of value not less than Rs 6.40 Lakhs each</p> <p style="text-align: center;">OR</p> <p style="text-align: center;">(ii) Two contracts of value not less than Rs 8 Lakhs each</p> <p style="text-align: center;">OR</p> <p style="text-align: center;">(iii) One Contract of value not less than Rs 12.8 Lakhs</p>	Copies satisfactory completion certificate from customer must be attached
3	Valid IATA Certificate (2019)	To be provided
4	Total Chargeable Weight (in Kgs) of package as per the details of cargo under Section-I:	To be provided
5	EMD Details	To be provided
6	<p><u>CANCELLATION OF THE CONTRACT:</u></p> <ol style="list-style-type: none"> <u>BHEL reserves the right to cancel the contract at any point of time without assigning any reason whatsoever. The contractor shall not be entitled for any compensation as a result of such a cancellation.</u> <u>BHEL reserve the right to forfeit security deposit of the contractor in case of unsatisfactory performance/ cancellation.</u> 	Agreed

	<p>3. <u>If the CONTRACTOR 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 without any notice in writing and recover from the Contractor 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 CONTRACTOR under the contract.</u></p>	
7.	<p>Reverse Auction BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders 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. 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.</p>	Agreed
8.	<p><u>RISK PURCHASE:</u> As Specified in General Terms & Conditions.</p>	Agreed

SIGNATURE AND SEAL OF TENDERER

SECTION VI

FORMAT FOR PRICE BID

Sr. No	Description	Unit	Currency	Chargeable Weight (kg)	Rate (exc. GST)
1	Freight Rate (Including FSC, WSC)	Rate per KG	USD		
2	Origin Charges including FCA Charges, Handling, Airline, Documentation, Custom Clearance etc	Lump sum	USD	Not Applicable	
3	Destination Charges including Charges Collect Fees, Cartage Charges, Delivery Order Charges, IGM Charges.	Lump sum	INR	Not Applicable	
4.	Total Price In INR				

Note:

- (1) Weight and dimensions given are indicative and may vary. Payment shall be considered based on actual chargeable weight of the cargo in case of variation of dimensions and weight, else the chargeable wt. given in the technical bid will be considered.
- (2) Charges mentioned in above Price Bid only will be payable. No other additional charges will be considered for payment.
- (3) Taxes if applicable will be payable as per the Law of Indian Government
- (4) No conditions having any financial bearing on the freight to be given in the Price bid.
- (5) The Party Quoted the lowest Total Price in INR will be considered as L1 Party. Reverse Auction will be conducted on Total Price.
- (6) For Tender evaluation, SBI TT Selling between INR/ USD exchange rate will be taken as on the date of opening of the technical bid.

SIGNATURE AND SEAL OF TENDERER

SECTION-VII

(Letter of compliance in Company's Letter Head)

Date:

To,

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

Sub: Your Tender no RE/MUM/IMP/ED/IA-1943 due on 31/01/2020

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER