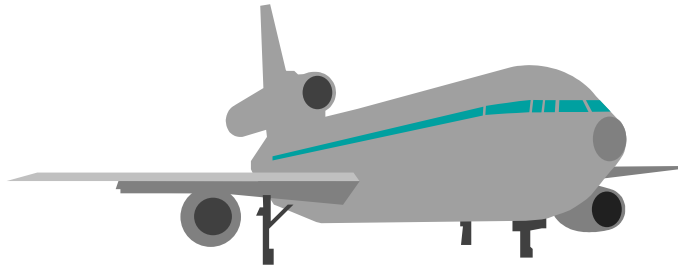




BHARAT HEAVY ELECTRICALS LIMITED

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

**Tender For
Annual Air Freight Contract
For Exports From Mumbai**



NIT No : RE/MUM/EXP/ER-1909

LAST DATE OF SUBMISSION OF TENDER: 29/07/2019 (1530 HRS)



Bharat Heavy Electricals Limited,
(A Government of India Undertaking),
Regional Operation Division, 14th Floor, World Trade Centre-1,
Cuffe Parade, Colaba, Mumbai -400005. Phone: 022-22171302,342,303,333,304,305
email : vishwa.chandan@bhel.in, rodsds@bhel.in

No.RE/MUM/EXP/ER-1909

Date: 18/07/2019

To,
M/s _____

Dear Sirs,

Sub: Tender For Annual Air Freight Rate Contract For Exports From Mumbai Air Port for 2019-2020.

BHEL , Govt. of India Undertaking, a “Maha Ratna” Company 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 intends to appoint contractor for subject tender and your most competitive offer is invited inline with the terms and conditions placed in the tender specification for a period of **one year** with the provision of further extension up to one year at mutual consent.

Tender comprises of the following.

- | | |
|----------------------------------|-----------------|
| (1) General Information | - SECTION –I |
| (2) Scope of Work | - SECTION – II |
| (3) Instruction to bidders | - SECTION – III |
| (4) Special Conditions | - SECTION –IV |
| (5) General Terms and Conditions | - SECTION –V |
| (6) Techno Commercial Bid | - SECTION –VI |
| (7) BHEL Schedule rate | - SECTION –VII |
| (8) Price Bid | - SECTION –VIII |
| (9) Compliance Letter | - SECTION –IX |

The offers shall remain valid for 30 days for acceptance from the due date of tender. The bidders are required to submit their most competitive offers complete in all respect and as per instruction in section III in two parts i.e Technical Bid(Part 1) & Price Bid (Part 2) through online E-procurement portal <https://bhel.abcpurchase.com>. only. The offer should comply with the all tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened. No other forms of offer like Hard copy; emails etc will be accepted.

Bidders must submit their E-offer for the above on or before due date of tender ie **15:30 Hrs , 29/07/2019** through online E-procurement portal <https://bhel.abcpurchase.com>. Technical offers (Part-1) shall be opened online on **29/07/2019 16:00 Hrs**. Price Bids (Part –II) of the bidders who are technically qualified only will be opened on online e-procurement only after due intimations to the qualified bidders.

BHEL reserves the right to go for Reverse Auction (RA) for finalization of this tender instead of price bids opening i.e (Part II) opening for the technically qualified bidders; However the bidders are advised to quote their most competitive rates in the price bid. The Reverse Auction of technically qualified bidders shall be held through a separate service provider. Successful bidder shall be responsible for completion of the contract in all respects

Thanking you,
-Sd/-
Yours faithfully
For BHARAT HEAVY ELECTRICALS LIMITED

Dy Manager (MS-Export)
Enc: Sections I to VIII

Section I

GENERAL INFORMATION

Sn	Description	Details
1	<p>Name and Address of concerned persons for Tender</p> <p>Mr. Vishwa Chandan Dy. Manager (Exports)</p> <p>Mr. Prakash Salvi Sr. Executive (Exports)</p> <p>Mr. Sanjeev Shikhare, Sr Dy. General Manager (Exports)</p> <p>Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra, India</p>	<p>Phone Nos. & Email</p> <p>Ph No. 022- 22171342/9819979380 Email : vishwa.chandan@bhel.in</p> <p>Ph No. 022- 22171371/9930660009 Email : salvi@bhel.in</p> <p>Ph No. 022- 22171302 Email : rodsds@bhel.in</p>
8	Due date & Time of submission of EMD	29/07/2019 by 14:00 Hrs
9	Due date & Time of submission of bids in all respect on online portal https://bhel.abcprocure.com	29/07/2019 by 15:30 Hrs
10	Date and time of opening of Technical Bid (Part I) of tender	29/07/2019 by 16:00 Hrs
11	Date and time of opening of (Price) Part II / Reverse auction.	Information will be furnished vide email separately.
12	Name and Address of concerned persons of E-procurement agency	<p>BHEL e-Procurement Helpdesk e-Procurement Technologies Limited B- 704/705, Wall Street – II, Opp. Orient Club, Ellisbridge, Ahmedabad – 380006, India. Phone: +91-79-68136809 68191 6867 6823 (Monday to Friday between 10:00 AM to 07:00 PM (IST) & Saturday between 10:00 AM to 4:00PM (IST)) Email: Bhel.Support@abcprocure.com https://bhel.abcprocure.com</p>

SECTION – II

SCOPE OF WORK

Scope of Work:

The scope covers Airfreight of the cargo from Mumbai Airport to various overseas ports.

1. **Scope of Work for Air freighting**

Scope of works covers Airfreight of the cargo from Mumbai Airport to various overseas destination airports. The scope covers general engineering cargo except Odd dimensional Cargo. BHEL or its authorized representative (CHA) shall hand over the Customs cleared cargo along with the shipping bills, invoice, packing list etc.

- 1.1 The Contractors and their Agents in foreign countries should be approved by the International Air Transport Association.
- 1.2 Contractor to liaise closely with the CHA/BHEL for planning of the airlifting of cargo and readiness of cargo. Give pickup notice to our CHA. The shipment plan should be in order to ensure that the cargo is reaching the destination at the earliest.
- 1.3 To issue Airway Bills to CHA for Carting procedure.
- 1.4 To arrange for carting permissions from Airline and Airport authorities.
- 1.5 To do the weighment , X-ray and other formalities as and when required by the airline cargo official.
- 1.6 To arrange for timely shifting of the cargo to ensure 1) cargo is palletized/moved to aircraft in time , 2) to avoid additional air warehouse charges to BHEL
- 1.7 To issue and submit Original AWB to BHEL immediately after confirmation.
- 1.8 To arrange for certificates from the airlines as required by BHEL to meet L/C requirements.
- 1.9 To track and provide the routing of the cargo movement schedule for each shipment on each day.
- 1.10 Payment of TSP where ever not paid or delay in payment by CHA/BHEL. These charges will be reimbursed by BHEL.
- 1.11 Some Oman shipment may be required to be delivered on DDP basis. The contract shall require doing custom clearance and delivering at site. The charges shall be applicable as per fixed schedule rate.
- 1.12 Payment of custom duty if required for Oman shipments. Reimbursement of custom duty and duty processing charges shall be given as per fixed schedule given in NIT.

2. **Airlines to be used for shipments:** Air Freight Agents/Contractors are free to carry the cargo, from Mumbai Air Port to the specified Airports in the Price bid, through any Airlines of their choice subject to the transit period, penalties and terms and conditions of the contract. However, in case, customer/supplier has preference and specified any particular Airlines for movement of cargo, Air Freight Agent to ensure the same without any rate/financial implication on BHEL and ensure the safety and security of the cargo.

3. **Period of Contract:** The contract shall be initially for a period of **one year** from the date of LOA and further extendable for a period of one year at the same rates, terms and conditions. The extension of contract for further one year will be with mutual consent.

4. **Commencement of Work:** 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 without delay. If the contractor fails to commence the work as per the terms of LOA/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.

5. **Transit Time:**

- a. Transit time permitted shall be **maximum 7 days** for airport to airport shipments. The transit period shall start from "**Next day of handing over of Customs Cleared cargo and end on**" the day of arrival of the cargo at discharge port. The shipping bill out of charge date shall be taken as custom clearance date and date as per Airline tracking shall be considered as arrival of cargo at discharge port.
- b. If Contractor agrees take **ODC package** Transit time permitted shall be **maximum 12 days** for airport to airport shipments. The transit period shall start from "**Next day of handing over of Customs Cleared cargo and end on**" the day of arrival of the cargo at discharge port. The shipping bill out of charge date shall be taken as custom clearance date and date as per Airline tracking shall be considered as arrival of cargo at discharge port.
- c. In case of DDP/DDU at site for Oman shipments, Transit time permitted shall be **maximum 15 days** for airport to project site/warehouse. The transit period shall start from "**Next day of handing over of Customs Cleared cargo and end on**" the day of arrival of the cargo at site/Warehouse in Oman. The shipping bill out of charge date shall be taken as custom clearance date and date as Material receipt shall be considered as arrival of cargo at site/Warehouse.

6. **Transshipment:** Transshipments are permitted without affecting the discharge of cargo at Discharge Airport as per the time schedule.

7. **Transit Penalty:** For every delay in reaching the cargo at destination port beyond the given period, BHEL shall deduct as penalty 1% of the total airfreight charges payable on a shipment for every day of such delay subject to a maximum of 10% of the freight payable.

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 sending the cargo from the port of origin, relaxation could be considered on the basis of such proper documentary evidence. 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 contractor bill.

8. **Cargo size measurement:** For the purpose of calculating the airfreight, the following shall apply:-

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

6. **Weight Slab:**

- 6.1. Freight is payable on the basis of chargeable weight charged by airlines mentioned on Airway bill.
- 6.2. When freight is payable on the volume weight then the dimensions are to be necessarily provided in the MAWB/HAWB and packing list to be enclosed along with the documents.
- 6.3. Wherever the chargeable weight 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 / or gross weight as per measurement given in the MAWB/HAWB whichever is higher.

7. **ODC Cargo:** ODC (Odd dimensional Cargo) – Dimensions and the weight of the package exceeding **10 ft.** and pallet dimension i.e. **125" (L) x 88" (W) x 63" (H)** or weighing more than **3.5 tons** then the package shall be treated as ODC (as in line with the Airlines terms) and will be out of the scope of this contract. Shipments of such cargo can be made under this contract if shipment under this contract rates are acceptable to the contractor and BHEL.
- 7.1. As ODC is not covered under this contract, Air freighting Agents to lift the ODC cargo only after specific written confirmation from BHEL ROD.
8. **Dangerous Cargo:** Dangerous cargo that cannot be consolidated shall move as direct shipment at IATA Rates and all statutory charges shall be covered through Airway Bill. No other charges applicable to Dangerous cargo will be paid. Air Freighting / Consol shall submit the Shippers declaration / certificate for dangerous goods along with the photocopy of IATA rates duly certified that the said amount is paid by them to the carrier. In the absence of these certifications, bills shall be processed as normal cargo.
9. **GST:** GST shall be paid separately along with Freight, if applicable as per the provisions. The invoices should show the GST payable separately.
10. **Documentation:** Agent shall send the related documents (like documents required as per LC conditions) including original MAWB/HAWB with Flight details to BHEL on the next working day of export of cargo.
11. **Cargo airlifted after the contract expiry:** In case, contractor sends the cargo of BHEL, 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.
12. **List of Overseas Agents:** Contractor shall give details of address of their overseas Console Agents with contact person, email for each airport in the prescribed format in Techno-commercial Bid.
13. **Change of Overseas Agent:** In the event of contractor changes their foreign/overseas agent, the contractor should intimate BHEL giving complete details with three months advance notice.
14. **Licence/ Permission/ Registration:** Wherever any Licence / Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor shall also be liable for producing for inspection of such certificates and licences as may be required by the Local/State/Central Authorities or BHEL as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. No claim or compensation for reimbursements, made against BHEL by Contractor shall be entertained by BHEL for any breach of the provisions/Acts or laws by the contractor.

Sign and Seal of the Bidder

SECTION III

INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before filling up the tender on E-portal Techno-commercial bid (Part I) and Price bid (Part II).
2. The contractor will have to ensure that the cargo is export out at the earliest as per scope of work.
3. The bidder while submitting the offer should consider the shortest, safest, economical and reliable logistics to be adopted for air freighting of cargo.
4. 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>.
5. The offers shall be kept valid for a period of 1 **month** from the date of opening of the tender.
6. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
7. The offers shall be submitted on E-portal as follows
8. **The offers shall include.**

a. Techno Commercial Cum PQR Bid (Part 1)

- A.** The techno commercial bid is to be filled and submitted/or uploaded in excel sheet/Templet online on E-Tendering Portal of BHEL at web address <https://bhel.abcprocure.com> on or before due date and time. Hard copies of techno commercial offers shall not be accepted for evaluation.
- B.** Payment of **EMD of Rs. 68000/-** shall be preferably done through RTGS/NEFT mode in following bank account before due date & Time of opening of tender. However bidders are advised to process payments one day prior to due date and time of opening of tender to avoid last minute rush.(UTR details shall be furnished vide email and uploaded on E-procurement portal before opening of tender.Name: BHARAT HEAVY ELECTRICALS LTD ; BANK : CITIBANK, FORT BRANCH, ACCOUNT NO : 0008279012, IFSC CODE : CITI0100000, MICR CODE : 400037002 (**Refer General terms and conditions for other mode of submission of EMDs**))

b. Price Bid/Reverse Auction (Part 2)

- A.** The Price Bid is to be filled up and submitted/or uploaded in excel sheet through E-Tendering system only. **RA will be conducted for this tender. Price bids / RA of only those bidders will be opened/conducted on online portal who qualify in Technical Bid (Part).**

(a) Price bid comprises of followings

- a.** Carefully filled Prices as per the format in this tender document (Section VII) in excel form digitally signed and uploaded on E-procurement portal.
- b.** The price offers must be made only in the formats enclosed with this tender/Excel downloaded from portal.
- c.** BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price bid (PartII) of technically qualified bidders.

- d. Prices to be quoted in percentage of BHEL Schedules rate only. No conditions should be put in the price bid.
- e. No slab rates are required to be quoted. The percentage of scheduled rate will be uniformly applied to each BHEL slab rate to arrive at final slab rate. No modifications to the work contained in the items/individual rates will be allowed.
- f. 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. Any such clarification/modification if enclosed in excel sheet (Financial Bid) will be totally ignored and such bids are liable to be rejected.

Please note that Fax offers/Hard copy offer /Email offer shall not be considered. BHEL reserves the right to accept or reject the Tender in part or full without assigning any reasons thereof. Successful bidder shall be responsible for completion of the contract in all respect.

- 9. After submission of offer, at any stage within the validity period of the offer, if any bidder(s) withdraws such offer, their EMD will be liable to be forfeited and would invite penal action as deemed fit.
- 10. Any failure to reply to our query/offer etc without any reason whatsoever after submission of offer(s) shall be treated as if the bidder is not interested in the tender and may lead to forfeiture of E.M.D and other penal action as deemed fit by the Co.)

11. Evaluation criteria :

- a. The Price bids will be opened on E-procurement portal for the technically qualified bidders. The date, time and venue of price bid opening will be intimated to the bidders separately.
- b. Offers shall be evaluated on minimum % offered by bidders in percentage on BHEL Slab rates.
- c. L1 bidder's percentage shall be uniformly applied to BHEL Scheduled rate to arrive at final individual slab rate.
- d. No modification is allowed in individual BHEL slab rates.
- e. After examination of L1 bidder's rates, BHEL may negotiate the rates, if necessary.
- f. Order will be awarded to single vendor only.

- 12. Projected volume and load in each slab for 2019-20 is as follows

COUNTRY	Total weight in Kgs	No of Shipments
Sudan	10409	15
Oman	9399	12
Dubai	398	4
Ethiopia	22	1
Bangladesh	216	2
Singapore	512	3
Nigeria	3360	1
CHAD	685	5
Nepal	685	5

SECTION-IV

SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.
- (2) **Security Deposit:**
If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute “No Demand Certificate” in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, the amount of Security Deposit will be released to the contractor after deducting all costs , expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.
- (3) The offers of the bidders who are on the banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The lists of the banned firms are available on BHEL website www.bhel.com on “supplier registration page”.
- (4) Bidders must go through Guidelines for suspension of business dealings/Reverse auction. Guidelines for suspension of business dealings with suppliers/contractors and Reverse auction are available on website www.bhel.com on “supplier registration page”.
- (5) **VALIDITY:** The contract shall be valid for one year after award of LOA or date mentioned as per LOA with the provision of further extension up to one year with the mutual consent.
- (6) **Payment Terms:** The payment shall be made within 30 days of submission of Bills along with the following documents, as applicable;
 - i. Copy of Airway bill
 - ii. Copy of BHEL invoice, packing list and Shipping bill copy
 - iii. Statement of facts for transit time calculation as mentioned in transit period clause above / track report of airlines
 - iv. IATA rates schedule, wherever applicable(In case of Dangerous goods)
 - v. Reimbursement of (Terminal Storage processing) TSP Charges shall be made against self-attested copy of System Print out. The same should however bear BHEL shipping Bill No. The rate schedule of TSP charges will have to be provided to BHEL.
 - vi. Bills to be given in triplicate.
- (7) **Taxes & Duties on payments :**
 - (a) GST will be paid extra as applicable
 - (b) TDS will be recovered from bills as per the rules prevalent.
 - (c) Invoice should Contractors Invoice shall indicate BHEL GSTIN no.: **27AAACB4146P1ZF.**
 - (d) Invoice having incorrect GSTIN no will have to be rectified by contractor. Financial liability if any for incorrect GSTIN no will be borne by contractor.

SECTION V

GENERAL TERMS AND CONDITIONS

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

- 1.1 Company shall mean Bharat Heavy Electricals Limited, in short BHEL, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- 1.2 "CONTRACTOR" shall mean the individual, or firm or Company 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.
- 1.3 "SITE" shall mean the place or places, including Discharge Port or Project store or any other place/location, as specified in the contract, at which the Cargo/ equipment are to be delivered and services are to be performed as per the specifications prescribed in the contract
- 1.4 The "CONTRACT" or "CONTRACT DOCUMENT" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Company and the Contractor together with the documents referred to therein including the work order/LOA, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the contractor. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.

- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Contractor with no claim on either side.
- 2.0 Discrepancy And Contradiction**
- 2.1 The several documents forming the contract (cl.1.4 above) are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.
- 2.2 In case of contradiction between Special conditions of contract and Notice Inviting Tender (NIT), Instructions to Bidder, the Technical Specifications and the Special Specifications (if any). The technical specification and the special specification will prevail over Special conditions.
- 2.3 In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, GM/ROD (Mumbai)/BHEL or his authorised representative shall be the deciding authority with regard to intention of the contract.
- 3.0 Commencement of work :**
- 3.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the 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 regards.
- 4.0 Issue Of Notice:**
- 4.1 The Contractor shall furnish the name, designation and addresses of his authorised agents/associates at Mumbai (India), at the Load Port and at the discharge Port wherever required. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent/representative through any mode (e-mail, telegram, fax, letter by courier, ordinary post / registered post / hand delivery or by any other means etc.).
- 5.0 Deviation / Variation In Specification & Pricing**
- 5.1 The specification/dimension/wt of the individual equipment given in the tender/contract is approximate and may vary to any extent. This will, therefore, not be a reason for the Contractor to abandon the work. He will be fully responsible to undertake the work as per the terms & conditions of the contract.
- 5.2 On account of variation in the scope of work due to change in the specification/dimensions/wt., the contract rate will be modified on pro-rata basis in proportion to the variation in the dimensions/wt. of the individual equipment.
- 5.3 Similarly, the quantity given in the tender/contract is only approximate and may vary to any extent and the contractor will be responsible to execute the revised quantity (as per the written amendment of BHEL) on the same rates, terms & conditions of the original contract.
- 5.4 The contractor will continue to execute the revised qty. and / or equipment (with or without variation in the specification/dimensions/wt.) beyond the original validity of the contract on receipt of written time extension from BHEL.
- 6.0 Discrepancy In Words & Figures: Quoted In Offer**
- 6.1 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total

price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

- 6.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 6.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 5.1 and 5.2 above.
- 6.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

6.0 Time Limit For Submission Of Bills

- 6.1 The contractor shall make a claim for the services rendered under this contract to BHEL within **(3) Three months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 6.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (3) Three months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 6.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the contractor.

7.0 Invoices And Payment Terms:

- 7.1 The Operator 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.
- 7.2 The payments shall be made in Indian Rupees through RTGS/NEFT. The contractor would be required to submit bank details for receiving the payments.
- 7.3 Payment shall be released within 30 days of clear, complete and acceptable bills, However the contractor shall not be entitled to claim any interest or any other charges on delayed payments.
- 7.4 Where ever weights are in decimal places, the weights would be rounded off to next higher integer in case of the fractional portion of the weight being more than 0.1 Kgs for payment of freight. (Example - 102.1 to 102.9 Kgs would be taken as 103 Kgs)
- 7.5 The contractor will have to produce invoices showing the tax elements separately.
- 7.6 In case the, TDS is not to be made, the contractor will have to produce the exemption letter from the relevant authorities to this effect.
- 7.7 Reimbursement of custom duty shall be done in Inr as per OMR/INR SBI TT selling exchange rate of Bill of entry date. Payment of other overseas charges shall be done

with USD/INR SBI TT selling exchange rate of date of arrival of cargo at discharge port. If the same date falls holiday in India, exchange rate of next working day shall be applicable.

8.0 Risk Purchase:

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

- 8.1 If at any time during the validity 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 risk and cost of the contractor and also forfeit the security deposit.
- 8.2 To recover any moneys due from the Contractor, from any money due to the Contractor under this or any other contract or from the Security Deposit., of this or any other contract.
- 8.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

9.0 Observance Of Local Laws :

- 9.1 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.
- 9.2 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.
- 9.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

10.0 Safety Of Men, Equipment, Material & Environment:

- 10.1 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.

11.0 Insurance:

- 11.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 11.2 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.
- 11.3 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.
- 11.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.
- 11.5 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 agent 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/Air Freight Agent.

12.0 Short – Landed Or Damaged Goods.

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

13.0 Service During Post Contract Period:

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

14.0 Authorised signatory

- 14.1 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.
- 14.2 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.

15.0 Change In Business/Load Pattern:

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

16.0 Subletting Not Allowed

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

17.0 BHEL – Relatives

- 17.1 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.

18.0 Negotiations

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

19.0 Liquidation

- 19.1 In the event of the Contractor going in to liquidation or winding up the business or making arrangements with a third party, the company shall have the right to terminate the contract forthwith. In case any of the partners of the Air Consoles become insolvent or otherwise disowns the contract, the same shall automatically stand terminated. The company reserves the right to claim from the Contractor any cost and expenses or loss that may have incurred by reasons of breach of terms and conditions of the contract.

20.0 Requirements of Performance.

- 20.1 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.
- 20.2 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.
- 20.3 The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments, follow instructions given on the package , special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and leashing at his own cost.
- 20.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Contractor at his own cost.

21.0 Force Majeure:

- 21.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, land slides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- 21.2 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.
- 21.3 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.
- 21.4 Force Majeure conditions will apply on both sides.

22.0 Prevention Of Corruption:

- 22.1 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.
- 22.2 BHEL shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favour or disfavour to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with BHEL.

23.0 Settlement Of Dispute

- 23.1 Except as otherwise specially provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the GM ROD of BHEL subject to a written appeal by the Bidder to the GM ROD whose decision shall be final to the parties hereto.
- 23.2 Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.
- 23.3 If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause below.

24.0 Arbitration

- 24.1 If Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator i.e Head , BHEL, ROD, Mumbai or nominee appointed by him in writing. There will be no objection if the arbitrator so appointed is an employee of BHEL.
- 24.2 If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, BHEL, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.
- 24.3 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- 24.4 The arbitration shall be conducted in line with the provisions Indian Arbitration and Conciliation Act, 1996. or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force
- 24.5 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.
- 24.6 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- 24.7 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 24.8 The place of Arbitration will be BHEL, ROD office, Mumbai.

25.0 LAWS GOVERNING THE CONTRACT:

- 25.1 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.

26.0 Indemnity:

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

27.0 Security Deposit:

- 27.1 Successful bidder shall submit 5% of the total contract value as security deposit within Five days of issue of LOA for the contract. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit
- 27.2 Security deposit may be made in any of the following ways:
- 27.2.1 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- 27.2.2 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bidder to obtain the proforma for Bank Guarantee format from BHEL on issue of LOA.
- 27.2.3 Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).
- 27.2.4 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith
- 27.3 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Bidder or recovered from payment/s due to the Bidder.
- 27.4 The security deposit shall not carry any interest.(Note: Acceptance of Security Deposit against Sl. No. 28.2.3 and 28.2.4 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after Six **(6) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

28.0 Earnest Money Deposit:

- 28.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms : Electronic Fund Transfer credited in BHEL account (before tender opening) in below bank account of BHEL *Name: BHARAT HEAVY ELECTRICALS LTD BANK: CITIBANK, FORT BRANCH ACCOUNT NO: 0008279012 IFSC CODE: CITI0100000 MICR CODE: 400037002*
- 28.2 EMD of the Bidder will be forfeited if:
- 28.2.1 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 28.2.2 The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract
- 28.2.3 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
- 28.2.4 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with

- suppliers/ Bidders” and forfeited/ released based on the action as determined under these guidelines.
- 28.3 EMD of successful bidder will be adjusted towards part of the security deposit.
- 28.4 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.
- 28.5 EMD shall not carry any interest.
- 28.6 In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs. 2.0 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.
- 29.0 Negotiations:** The company reserves the right to negotiate with any party/parties after opening of the tenders as per Company Rules & Regulations.
- 30.0 Liquidation:** In the event of the Air Freight Agent/Contractor going in to liquidation or winding up the business or making arrangements with a third party, the company shall have the right to terminate the contract forthwith. In case any of the partners of the Air Freight Agents become insolvent or otherwise disowns the contract, the same shall automatically stand terminated. The company reserves the right to claim from the Air Freight Agent any cost and expenses or loss that may have incurred by reasons of breach of terms and conditions of the contract.
- 31.0 Reverse auction:**
- 31.1 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 have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- 31.2 Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the *tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com)*.
- 31.3 The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope Sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**
- 31.4 If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com).”
- 32.0 E-Procurement Details:**
- 32.1 This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform website as given in the General Information table.
- 32.2 Neither the Organization (Bharat Heavy Electricals Ltd.) nor the e_procurement service provider(as given General Information table) 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

- 33.0 Miscellaneous:** The contract entered into between the company and the Air Freight Agent shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to the contract. The Air Freight Agent shall also carry out and observe the provision of the Workmen's Compensation Act, The Shops and Establishments Act, Airport Rules and Regulation, Docks Labour Act, Children Labour Act or any other relevant Acts of the State and any rules made there under and also indemnify the company against any liability that may be imposed on the company for the non-observance of any terms of the aforesaid Workmen's Compensation Act or Shops and Establishment Act, Airport Rules and Regulation, Labour Act, Children Labour Act or any other relevant Act on part of the Air Freight Agent
- 34.0 MSE suppliers** The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government. 25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.

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

- i. In case of proprietary MSE, Proprietor shall be woman
- ii. In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.
- iii. In case of private limited companies, at least 51% shall be held by Women Promoters.
(Such enterprise will have to submit relevant document for proof of women ownership during offer submission)

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

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

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

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

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

The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must

belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.)

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 Udyog Aadhar No (UAN) supported by CA certificate of last financial year 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.)

35. VERIFICATION OF DOCUMENTS: BHEL reserves the right to verify any documents submitted by the Bidder. Any supporting documents inline with contract copy and completion certificate like invoices, Packing list, Billing details in original may be asked and BHEL reserves the right to reject the bid if verification from customer/ or supporting documents is not forthcoming.

SECTION VI

TECHNO- COMMERCIAL BID (RE/MUM/EXP/ER-1909)

Sn	Description	Remarks
1.	<p>EARNEST MONEY DEPOSIT Rs. 68000/- : The Bidders, should submit EMD in as suggested in General Terms and conditions. EMD is interest free as per tender conditions. Offers without EMD shall not be considered. The EMD will be refunded to the unsuccessful bidders.</p> <p>A/C details : Name : BHARAT HEAVY ELECTRICALS LTD, BANK : CITIBANK, FORT BRANCH ACCOUNT NO : 0008279012, IFSC CODE : CITI0100000, MICR CODE : 400037002</p> <p>UTR details shall be furnished vide email and intimated through E-mail before opening of tender.</p>	(Details of the EMD to be provided here)
2.	The bidder must be having IATA registration since last 3 years (Copy to be enclosed for IATA 2017, 2018, 2019)	Agreed and Enclosed
3.	Average Annual Turnover: The Bidder must have an average annual turnover not less than Rs 10 lakhs for the last three years (CA certificate Or Audited P&L statement to be submitted / uploaded) (FY 2015-16, 2016-17, 2017-18/ or 2016-17,2017-18 & 2018-19).	Enclosed/U loaded
4.	<p>Bidder must submit experience of having successfully executed "Air Freight Contract " in the last 7 years (ending last day of month previous to the one in which the tender is floated) as under</p> <p>(a) Three contract of value not less than INR 13 Lakhs each or Equivalent or (b) Two contract of value not less than INR 17 Lakhs each Or (c) One contract of value not less than INR 27 Lakhs each</p> <p>(1) If work order/POs do not specify the value of the contracts, the same should be certified from customers. In that case the documents required will be work order/contract copy, customer certification for contract value and satisfactory completion certificate from customer.</p> <p>(2)The party who submits only copy of work order must ensure that their customer verify the completion on email to BHEL.</p>	Copies of contract /work order along with copies of satisfactory completion certificate
5.	Valid GST Registration	Copy to be uploaded
6.	The Bidder should not have been banned/Suspended for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank as on date of publication of NIT.	A self-certification should be submitted
7.	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	A self-certification should be submitted
8.	Offers of those bidders either whose performance is not satisfactory with BHEL in last Three years or Risk purchase has been initiated/operated by BHEL in last Three years, 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 initiated/operated by BHEL in last Three years , shall not be	Agreed

	considered for evaluation	
9.	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be submitted/Uploaded on E-portal	Given
10.	<u>PAYMENT TERMS:</u> As Specified in the General terms and conditions	Agreed
11.	<u>INDEMNITY</u> As Specified in General Terms & Conditions.	Agreed
12.	<u>ARBITRATION</u> As Specified in General Terms & Conditions.	Agreed
13.	<u>FORCE MAJEURE</u> As specified in the General Terms & Conditions.	Agreed
14.	<u>ADDITIONALWAR RISK INSURANCE:</u> In the event of war or war like situation, additional war risk premium if any as per notification of the Lloyd's surveyor/Insurance additional insurance premium paid receipt for war risk, pro rata, insurance for Hull machinery for the BHEL cargo may be considered for payment.	Agreed
15.	<u>TAXES/TDS</u> : GSTwill be paid extra as applicable. TDS will be recovered from bills as per the rules prevalent	Agreed
16.	<u>VALIDITY</u> The period of CHA contract will be for one years from LOI date with the provision of further extension up to one year by mutual consent. Cargo arrived till date of expiry of contract shall be considered under the scope of contract.	Agreed
17.	<u>GOVT.RULES & REGULATIONS:</u> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licences, and permits for operation in India / transit country / discharge countries. It is obligatory for CONTRACTOR to comply with regulating requirements in discharge port countries are fully met before award of the contract.	Agreed
18.	<u>RISK PURCHASE</u> As Specified in General Terms & Conditions.	Agreed
19.	RA terms and condition: As per general terms and condition. The discount offered in price bid shall be uniformly applied to each BHEL slab rate to arrive to final price and no individual slab discount change request is permitted.	Agreed
20.	Overseas taxes: All overseas taxes is included in price.	
21.	LIFTING BEAMS & ACCESSORIES: Contractor to arrange for lifting beams/parallel bars, hydraulic stools and other accessories as required for loading, unloading and transhipment of the cargo both in India and overseas.	

SECTION VII BHEL SLAB RATE

- (a) **Schedule rate for export of cargo from Mumbai to following destination ports for aactivities (Inclusive of all charges. All /FSC/ Airline/ MCC/ War risk/security stamp/ cartage/ screening and any other charges if applicable are inclusive of freight- Rate per Kg in INR**

			RSLAB1	RSLAB2	RSLAB3	RSLAB4	RSLAB5	RSLAB6	RSLAB7
Port Code	Destination Airport	Destination Country	Minimum or Up to 50 kgs	51 to 100 kgs	101 to 200 kgs	201 to 300 kgs	301 to 500 kgs	501 to 1000 kgs	1001 kgs & above
ME01	Dubai	UAE	8237	140	131	129	123	99	95
ME02	Abu Dhabi	UAE	8705	149	140	139	132	105	103
ME03	Muscat	Oman	7963	139	131	131	134	99	94
ME04	Minsk	Belarus	15764	278	212	210	217	196	193
ME05	Kabul	Afghanistan	14711	229	206	206	193	180	173
ME06	Khartoum	Sudan	11246	186	166	166	158	127	121
ME07	Lagos	Nigeria	13534	238	209	207	199	167	161
ME08	Anuja	Nigeria	12804	251	222	222	211	183	180
ME09	Addis Ababa	Ethiopia	12426	237	195	196	201	183	181
ME10	Dhaka	Bangladesh	10051	172	153	150	139	111	108
ME11	Singapore	Singapore	6657	117	102	103	94	70	70
ME12	Moroni	Comoros	9672	167	157	157	139	126	126
ME13	N'djamena	CHAD	21980	387	346	338	334	322	322
ME14	Kathmandu	Nepal	9500	182	164	164	151	140	140

- (b) **Fixed Schedule (Other charges):(For Oman Destination only)**

Sch. No	Wt. Slab	Activities	Rate
A1	For All Slab (WTS LAB1 to WTS LAB6) i.e upto 1000Kgs	Charges for custom clearance at Muscat Airport Oman per airway bill in USD	USD 155
A2	For All Slab (WTS LAB1 to WTS LAB6) i.e upto 1000Kgs	Charges for airport handling at Muscat Airport Oman per airway bill upto applicable free days in USD	(USD 0.15/kg or min 20.00) + USD 35.00
A3	For All Slab (WTS LAB1 to WTS LAB6) i.e upto 1000Kgs	Charges of Overseas land transportation in Oman (Flat rate for upto 1000Kg per airway bill & Within city limit) in USD	USD 125
A4	Custom Duty Transaction charges/ Processing charges (Excluding custom duty amount)	% of Custom duty paid (Custom duty Upto 10 Lakhs per transaction per AWB)(Custom duty shall be reimbursed separately)	2% of Custom duty or Minimum Rs.3000 whichever is higher

SECTION VIII

PRICE BID

We are ready to do the work on _____% of the BHEL Schedule rates

(For all Schedule from A to G) (No decimal to be quoted)

Note:

- 1- Price shall be quoted only for Section VII BHEL price schedule rate at sr no (a) i.e RSALB1 to RSLAB7 and not applicable to fixed schedule i.e Fixed schedule (other charges at sr no (b) for Sch no A1 to A4
- 2- The % of quoted above shall be uniformly applied to all BHEL slab rates. (For Section VII BHEL price schedule rate at sr no (a) i.e RSALB1 to RSLAB7) (This % shall not apply in Fixed schedule (other charges at sr no (b) for Sch no A1 to A4)
- 3- BHEL Slab rates are exclusive of GST.
- 4- No individual slab rate discount is permitted.
- 5- Fixed schedule (other charges at sr no (b) for Sch no A1 to A4 shall remain fixed as per NIT and will remain same in contract.

Example 1.

If bidders quotes 110 %, each slab quoted rates will be 1.1 times BHEL slab rate sr no (a)

Example 2.

If bidders quotes 80 %, each slab quoted rates will be 0.80 times BHEL slab rate sr no (a)

SECTION –IX

(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/EXP/ER-1909

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

Name/Signature of the signatory.

Stamp.