



No.RE/MUM/IMP/ASSCP/IA-2003

Date: 14.08.2020

To

M/S. _____,
_____,

Dear Sirs,

Sub: Tender for appointment of contractor for Air freighting of Cargo from FCA Taiwan Airport to Mumbai Airport.

Ref: Tender No. RE/MUM/IMP/ASSCP/IA-2003 due on 21.08.2020

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 two part bid system. The bidder shall submit their response through bid submission to the tender on following email id **finmsrodmum@bhel.in**. **The last date of submission of offers is 21.08.2020, 15:00 Hrs.**

The EMD of Rs. 800/- 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. 21.08.2020, 1500 hrs. Otherwise the offer will not be considered for evaluation in EPS Portal.

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for One month for acceptance from the due date of tender. Tender should be submitted stated in "Instruction to bidders – Section - III". The technical offer should comply with the all tender requirement. **The offers with any deviation will be rejected and the price bid of the bidder will not be opened.**

Reverse Auction will be done for this tender, for details regarding reverse auction please refer Section V, clause 21 of tender document.

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SECTION – I

GENERAL INFORMATION

BHEL intends to appoint Contractor for Air Freighting of **Air freighting of Cargo from FCA Taiwan Airport to Mumbai 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. Ms Asa M Angelina Khalkho Dy Mgr.- Material Services Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, World Trade Center, Cuffe Parade, Mumbai	Ph. No. 022-22171376, 9997092528 Email: asamanin@bhel.in
2	Details of Supplier	M/s Giga Solar Materials Corporation 1 st Floor, No. 3, Kung Yeh First Road, Hsinchu Industrial Park, Hukou Township, Hsinchu County 30351, Taiwan Tel Nos.:886-3-5981886 Fax- 886-3-5978258
3	Terms of Delivery	FCA
4	Last date of Tender Submission	21.08.2020, 15.00

SECTION – II

SCOPE OF WORK

Details of Cargo:

Material paste for solar cell printing

Sl. No.	Length (cm)	Width (cm)	Height (cm)	Gross Weight (kg)	No. of packages
1	36	25	17	5	1
2	36	25	17	9	1
3	59	39	19	16	1

Total Gross Wt – 30 Kg

Discharge / Destination Port: Mumbai 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 Taiwan Airport)
4. Safe discharge of cargo at destination airport.

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

SECTION III

INSTRUCTIONS TO BIDDERS

GUIDELINES FOR OFFER SUBMISSION:

1. Due to Covid-19, lockdown existing and non-availability of proper courier and postal service, BHEL is seeking the offer from all vendors in two-part bid system in soft copies and same can be sent to our company email ID **finmsrodmum@bhel.in** in **two part bid system i.e. Technical and price bid in separate email.**
2. Bidder shall clearly mention Tender Reference No **(RE/MUM/EXP/ EA-2005), bidder name and type of bid** (Techno Commercial Bid or Price Bid) in subject of both emails. For example a subject for techno commercial bid from M/s XYZ should be **RE/MUM/EXP/ EA-2005- M/s XYZ- Techno Commercial Bid.**
3. Bidders are requested to **restrict attachment size in each mail to upto 10MB**. In case attachment size is more than 10 MB then techno commercial offers can be sent via part E-mails. Subject should be **M/s XYZ should be RE/MUM/EXP/ EA-2005- M/s XYZ- Techno Commercial Bid- Part1\4** (in case mail is divided in 04 parts).
4. BHEL is not responsible for late receipt of offers due to any reason like network issue, attachment size, and wrong Email address.
5. **Price Bid must be submitted in the prescribed format in section VII, price bid submitted in any other format will be rejected.**
6. **Price bid should be submitted in password protected Excel sheet/ PDF, in format prescribed in the tender (no deviation from format is allowed). All Technically qualified parties will be requested to share their respective password of price bid at the time of opening of Price bid (date and time or price bid opening will be intimated later via mail).**
7. Bidder will be solely responsible for submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
8. **Bidders are advised to go through the tender document fully before submitting their offers.**
9. **The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.**
10. It shall be responsibility of the contractor that their agents ensure proper working in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.

11. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
12. **The offers will be evaluated on the basis of the total price basis (Price Bid). The order will be finalized on one party only.**
13. The tender documents comprise the following:-

(I) EMD: The EMD OF Rs 800/- 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 1500Hrs on due date of tender. The offers without EMD will not be considered for evaluation. UTR details shall be furnished vide email before opening of tender. NO hard copy DD shall be accepted.

(II) Part-1 – Techno Commercial Bid.
Should be submitted as per guideline provided.

(III) Part-2 – Price Bid
Should be submitted as a password protected Microsoft Excel or PDF file.
Format of price bid must not be changed.

Reverse Auction:

RA will be conducted for technically qualified parties by separate service provider.

Evaluation Criteria:

1. The offers will be evaluated on the basis of Total Cost in the Price Bid (Section VII).
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 IV

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 = 07 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 MUMBAI Port

Both above dates days 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, **MUMBAI** 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 **MUMBAI** or their clearing agents for effecting speedy customs clearance of the of cargo at **MUMBAI** Airport.
7. The contractor shall hand over the delivery order to BHEL **MUMBAI** 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 **MUMBAI**.
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. In case above dates fall on holidays the Exchange rate as defined above should be considered for the next working day.
- 2 100% payment of the Contract value in Indian Rupees will be made by BHEL, **MUMBAI** after adjustment of penalty, if any, on safe discharge of cargo at the destination airport (**MUMBAI**).
- 3 Payment will be made within 30 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, **MUMBAI**. **GSTIN no.: 27AAACB4146P1ZF.**

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)

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 or LLP who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" or "FREIGHT FORWARDER" OR "BARGE OPERATOR" or "Successful Bidder" where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Discharge Port or Project store or any other place/location, as specified in the contract, at which the Cargo/ equipment are to be delivered and services are to be performed as per the specifications prescribed in the contract
- 1.4 The "CONTRACT" or "CONTRACT DOCUMENT" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Company and the Contractor together with the documents referred to therein including the work order, LOA, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL ROD MUMBAI.

- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the Bidder. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Bidder with no claim on either side.
- 1.11 "CARRIER/SHIPPING/TRANSPORTATION" shall mean the shifting/carrying Cargo by using ships, barges, tempo, trucks, trailers (mechanical /hydraulic), dolly, heavy duty railway equipment wagons, aircraft and all other transportation means which shall be arranged by the Bidder for executing the work.
- 1.12 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Bidder / Bidder.
- 1.13 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.
- 1.14 LOT: Supplies which are shipped on single voyage/Flight of each Flight/Flight/Barge/Aircraft arranged by bidder/ supplier.
- 1.15 PROJECT CARGO: Shall mean any cargo comprising of equipment, fabricated items, and components of the manufactured equipment / system of: Mechanical, Electrical, Instrumentation & Control, Electronics, Metal structures / pipes, Large/ Heavy Engineering machinery, transformer oil, Resins, insulation material , hardeners etc or a mix thereof, Items used in power plants, transported as a containerized shipment and breakbulk shipment during the course of national or international transportation or exportation-importation.
- 1.16 Non Heavy Lift Cargo means General cargo and ODC i.e cargo that does not fall under definition of heavy lift.

2 **ISSUE OF NOTICE:**

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

3 **COMMENCEMENT OF WORK:**

- 3.1 The Bidder shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOA and shall proceed with the same with due expedition without delay. If the Bidder fails to commence the work as per the terms of Order/Contract, BHEL, at its

sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regards.

4 DISCREPANCY AND CONTRADICTION

- 4.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.
- 4.2 In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, UNIT HEAD-ROD BHEL or his authorized representative shall be the deciding authority with regard to intention of the contract.

5 INVOICES AND PAYMENTS

- 5.1 The 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.
- 5.2 The GST element (if applicable) even though included in the total price of the contractor, to be shown separately in the invoice.
- 5.3 In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.
- 5.4 Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- 5.5 Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
- 5.6 Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 5.7 In case of LD recovery the applicable GST shall be also be recoverable from the suppliers.
- 5.8 The Freight shall be paid on the actual quantities Shipped /Transported as per chargeable Weight of AWB.
- 5.9 The payments shall be made through RTGS/NEFT. The Bidder would be required to submit bank details for receiving the payments.
- 5.10 For Air freight payment, **INRs-USD exchange rate** shall be as per SBI/India TT Selling exchange rate prevailing on the date of departure of the Flight. The exchange rate of the day of sailing of Flight would also be applied for the overseas land transportation payments in Indian Rupees. In case above dates fall on holidays the Exchange rate as defined above should be considered for the next working day.

6 Taxes & Duties

- 6.1 All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable in India as well as in destination are included in the quoted price. GST & applicable Cess, if any, in India will be payable extra as enumerated in Payment terms.

- 6.2 TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 6.3 TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- 6.4 Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.
- 6.5 Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT &TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.

7 RISK PURCHASE:

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

- 7.1 If at any time during the validity of the contract, the Bidder fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the Bidder, BHEL reserves the right to get the work done by other parties or departmentally at the risk and cost of the Bidder and also forfeit the security deposit.
- 7.2 To recover any moneys due from the Bidder, from any money due to the Bidder under this or any other contract or from the Security Deposit.
- 7.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

8 OBSERVANCE OF LOCAL LAWS :

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

9 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- 9.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Bidder and his workmen without exception. The Bidder shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 9.2 The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to property. If the bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, bidder shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the contractor.

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

10 INSURANCE:

- 10.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 10.2 The Bidder shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Bidder or his employees or any other person engaged.
- 10.3 The Bidder shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 10.4 If due to Bidder's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Bidder.

11 FORCE MAJEURE:

The following shall amount to force majeure conditions:-

- 11.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, land slides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Bidder has no control.
- 11.2 If the Bidder suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the Bidder to BHEL within 14 days from the date of occurrence thereof.
- 11.3 The Bidder by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 11.4 Force Majeure conditions will apply on both sides.

12 PREVENTION OF CORRUPTION:

- 12.1 Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- 12.2 BHEL shall be entitled to cancel the contract and to recover from the Bidder the amount of any loss resulting from such cancellation, if the Bidder has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favour or disfavour to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Bidder in relation to this or any other contract with BHEL.

13 SETTLEMENT OF DISPUTE

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

14 ARBITRATION

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

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

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

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

15 LAWS GOVERNING THE CONTRACT:

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

16 SHORT – LANDED OR DAMAGED GOODS.

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

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

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

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

17 REQUIREMENTS OF PERFORMANCE.

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

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

17.3 The Bidder shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Bidder shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During trans shipment he shall provide all packing and leashing at his own cost.

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

18 INDEMNITY:

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

19 SECURITY DEPOSIT

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

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

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

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

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

- 19.4 The security deposit shall not carry any interest.

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

20 EARNEST MONEY DEPOSIT:

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

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

ACCOUNT NO: 0008279012 IFSC CODE: CITI0100000 MICR CODE: 400037002

20.2 EMD of the Bidder will be forfeited if:

- a. 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.
- b. The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract
- c. 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
- d. 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.
- e. EMD of successful bidder will be adjusted towards part of the security deposit.
- f. EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.
- g. EMD shall not carry any interest.
- h. In case total EMD amount is more than Rs.2 Lakh, the amount in excess of Rs.2 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

(b) DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

- a. 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.
- b. 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
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 21.1 and 21.2 above.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

21. REVERSE AUCTION:

a) For detailed information regarding reverse Auction procedure, please refer BHEL Reverse auction Policy available at <http://www.bhel.com/index.php/vender>

22. BHEL FRAUD PREVENTION POLICY:

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

23. CANCELLATION OF THE CONTRACT:

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

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

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

24. Integrity commitment, performance of the contract and punitive action thereof:

24.1. Commitment by BHEL:

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

24.2. Commitment by Bidder/ Supplier/ contractor:

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

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

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

d. If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India,

then, action may be taken against such bidder/ supplier/ Bidder as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions".

25. **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.

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

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

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

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

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

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

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

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

For MSE vendors getting award-

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

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

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

26. **LICENSE/ PERMISSION/ REGISTRATION:**

26.1. Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such Licence/ Permission/

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

- 26.2. In case of Risk Purchase is enforced, The Bidder will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.
- 26.3. It shall be the duty of the Bidder to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers/cargo. The Bidder shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 26.4. The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 26.5. No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.
- 26.6. The Bidder is responsible for safe transportation of the goods. Bidder shall effect open delivery of the cases of major damage after completing the due processes.
- 26.7. The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

27. TIME LIMIT FOR SUBMISSION OF BILLS

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

28. CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

- 28.1. Bidder shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a

person employed by Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance

- 28.2. Bidder shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract
- 28.3. Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

29. EXPEDITING :

- 29.1. Bidder is free expedite cargo arrival by following up with BHEL MUs/BHEL vendors based on the pending cargo remaining in the packing list and Flight likely being planned.
Bidder will be responsible to follow up with BHEL MUs/BHEL vendors for cargo arrival schedule provided by them at 1st instance. He will keep track of cargo from the day it has left the works and plan further accordingly especially in case of ODC/HL

SECTION VI

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 0.15 Lakhs for the last 3 years. (i.e. for year FY 2017-18, 2018-19, 2019-20)(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 0.20 Lakhs each OR (ii) Two contracts of value not less than Rs 0.25 Lakhs each OR (iii) One Contract of value not less than Rs 0.40 Lakhs</p>	Copies satisfactory completion certificate from customer must be attached
3	Valid IATA Certificate (Copy of IATA to be enclosed)	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>1. 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>2. BHEL reserve the right to forfeit security deposit of the contractor in case of unsatisfactory performance/ cancellation.</u> <u>3. 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,</u> 	Agrred

	<u>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>	
7.	Reverse Auction As per general terms and condition. The final price break up after the RA will be in proportion to the initial weightage given in sealed Price bid.	Agreed
8.	<u>RISK PURCHASE: As Specified in General Terms & Conditions.</u>	Agreed

SIGNATURE AND SEAL OF TENDERER

SECTION VII

FORMAT FOR PRICE BID

Sr. No	Description	Unit	Currency	Chargeable Weight	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-VIII

(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/ASSCP/IA-2003 due on 21.08.2020

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