



No.RE/MUM/IMP/HW/IA-2022

Date: 11/12/2020

To

M/S._____,

Dear Sirs,

Sub: Tender for appointment of contractor for Air Freight of Defense Cargo from FCA Milan to Mumbai Airport

Ref: Tender No.RE/MUM/IMP/HW/IA-2022

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.

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 finmsrodmmum@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/IMP/HW/IA-2022), **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/IMP/ HW/IA - **M/s XYZ- Techno Commercial Bid.**

**TENDER FOR AIR FREIGHTING OF
DEFENSE CARGO FROM FCA MILAN AIRPORT TO MUMBAI AIRPORT**

TENDER NO.:RE/MUM/IMP/HW/IA-2022



**BHARAT HEAVY ELECTRICALS LIMITED
REGIONAL OPERATIONS DIVISION
MUMBAI**

**LAST DATE OF SUBMISSION : 16.12.2020
: 1500 Hrs**

GENERAL INFORMATION

BHEL intends to appoint an Air Consolidation Contractor for Air Freight of Defense Cargo from FCA Milan Airport being imported from our foreign supplier M/s Leonardo Defense Systems. The cargo will be handed over on FCA Milan Airport 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 Ms Asa M Angelina Khalkho Material Services Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, World Trade Center, Cuffe Parade, Mumbai	Ph. No. 022-22171376 Email: asamanin@bhel.in
2	Details of Supplier	1.Leonardo Defense Systems 19136-LA Spezia – (SP) Italy Tel: +39 0187 581111 Fax: +39 0187 582669
3	Terms of Delivery	FCA Milan Airport

SECTION – I

SCOPE OF WORK

Details of Cargo: (Defence Cargo)-

M/s Leonardo Italy (FCA Milan airport to Mumbai airport

SL. NO	PO. No.	BOX DIMENSION			GROSS WT (Kg)	NET WT.(Kg)
		LENGTH (MM)	WIDTH (MM)	HEIGHT (MM)		
1	D9D6258 (99) ROD, ELASTIC ASST, ETC. (DEFENCE CARGO)	400	250	280	13	10.5
		300	230	180	1.7	1.5
		400	250	280	7.5	5.3
		580	340	400	15.7	10.1
		580	340	400	13	6.4
		580	340	400	30	24
2	D9D6188 (100) LEVER, REAR GUIDE HOST, ETC (DEFENCE CARGO)	400	250	280	3.1	0.9
		810	510	530	32	20.6
		580	340	400	15.2	9.6
		300	230	180	1.6	0.3
		580	340	400	13.1	7.8
		870	570	700	22	10
		400	250	280	2.8	0.4
		300	230	180	1.5	0.2
		400	250	280	2.8	0.6
		580	340	400	12.4	5.9

Load Port: Milan Airport

Discharge / Destination Port: Mumbai Airport

No of shipments-02

Shipments Readiness- Ready at supplier works (tentative)

Cargo not stackable.

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 incoterms. (FCA Milan Airport)
4. Safe discharge of cargo at destination airport. (Mumbai Airport)

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

SECTION II

INSTRUCTIONS TO BIDDERS

1. The offers shall be kept valid for a period of 30 days from the date of opening of the tender.
2. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
3. The offers shall include
 - 1) **EMD:NIL**

Evaluation Criteria:

1. The offers will be evaluated on the basis of Total Cost in the Price Bid (Section VI)
2. For Tender evaluation, SBI TT Selling between Rs / EURO exchange rate will be taken as on the date of opening of the technical bid.

SECTION III

SPECIAL CONDITIONS

1. The contractor shall coordinate with the foreign suppliers and receive the documents and cargo. After booking 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.
2. The House Airway Bills shall 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. **Cargo should be air lifted to Mumbai Airport within 30 days from the date of handing over of the documents to the contractor by the supplier. The transit time will be calculated from the date of handing over of documents to the Flight landing date (final IGM) at Mumbai Airport (both date inclusive). For every day delay in transit time, beyond the stipulated period, for air freighting material from load port to Mumbai Airport, 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 total freight payable and shall be adjusted from the freight bill.**

Important: In case the initiation of the execution of contract is delayed beyond the maximum transit penalty condition then Risk Purchase Clause will be applicable with immediate effect without any notice from BHEL.

4. The Contractor shall send the **PRE-ALERT, without fail at least before 24 hr of flight arrival**, indicating the Purchase Order No., MAWB No., House Airway Bill & Port of Loading, No. of Pkgs., weight, freight 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 delay (demurrage/custom fine) due to late pre alert shall be in contractor account.
5. 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 cargo at Mumbai Airport.
6. The contractor shall hand over the shipping documents as indicated at Sl. no 4 to BHEL Mumbai within 12 hours after arrival of aircraft (excluding Sundays and holidays). If the Contractor fails to deliver the documents in time, the warehouse charges for the delayed period shall be recovered from the contractor.
7. 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.
8. 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.
9. **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 (final IGM) 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 thirty 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 given in HAWB.
- 5 All the Bills should be in the name of BHEL, ROD, Mumbai having GSTN 27AAACB4146P1ZF.
- 6 GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. if any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor

The following documents to be submitted along with invoice

1. HAWB copy
2. Proof of date of handing over of documents to the contractor by the supplier. (Email Copy/any correspondence/certification from BHEL/Supplier).
3. Supplier's Invoice & Packing List.

SECTION IV

GENERAL TERMS AND CONDITIONS

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

1. BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
2. "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" where the context so requires.
3. "CONTRACT " or " CONTRACT DOCUMENT" shall mean and include the agreement, LOI, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications, the Special Specifications (if any) and all correspondences.
4. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
5. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
6. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

7. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
8. "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL.
9. "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

10. ISSUE OF NOTICE:

10.1 The Contractor shall furnish the name, designation and addresses of his authorized agents/associates at Mumbai (India), at the LoadPort and at the discharge Port. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent/representative.

11. COMMENCEMENT OF WORK:

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

12. INVOICES AND PAYMENTS

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

12.2 The GST element shall be payable extra and should be shown separately in invoice.

12.3 All the Bills like Freight Bills, THC, IHC, DO, etc must be in the name of BHEL, ROD Mumbai having GSTN as 27AAACB4146P1ZF .If invoice is not in the name of "BHEL, ROD Mumbai", the GST will not be reimbursed contractor as BHEL will not be in a position to avail GST credit. Contractor should timely update output data in GST portal to enable BHEL to take input tax credit.

13. RISK PURCHASE :

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

13.1 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the Security deposit.

13.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposits available with BHEL

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

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

14. OBSERVANCE OF LOCAL LAWS:

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

14.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract.

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

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

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

16. INSURANCE:

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

16.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.

16.3 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.

16.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

17. FORCE MAJEURE:

- a) Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any

- provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.
- b) The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
 - c) Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Mumbai.
 - d) The cost of arbitration shall be borne as per the award of the Arbitrator.
 - e) Subject to the arbitration in terms of Clause 16 above, the Courts at Mumbai shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
 - f) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.
 - g) **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.

18. LAWS GOVERNING THE CONTRACT:

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

19. INDEMNITY:

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

20. SECURITY DEPOSIT:

The security deposit of Rs. **NIL**/-to be submitted .

21. EARNEST MONEY DEPOSIT:

The EMD of Rs. **NIL**/-to be submitted.

22. REQUIREMENTS OF PERFORMANCE

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

22.2 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.

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

22.4 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.

23. SHORT- LANDED OR DAMAGED GOODS

23.1 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.

23.2 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.

24. Guidelines for suspension of business dealings with suppliers/ contractors' :The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at bhel website www.bhel.com. The link for the same is available at http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf.

25. BHEL Fraud prevention policy

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

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

27. DISCLAIMER:

Neither the Organisation (Bharat Heavy Electricals Ltd.) nor the service provider (E-Procurement Technologies) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

SECTION V

FORMAT FOR TECHNO- COMMERCIAL BID

SR No	Description	Confirmation by Tenderer
1	a) Name and address of Associate at Port of Loading.: b) Contact person / Associate at Load Port, telephone & email: c) Name and address of Agent at Discharge Port:	To be provided
2	Compliance Letter on Company Letter head	To be provided
3	Signed and Sealed Tender Document	To be uploaded

SIGNATURE AND SEAL OF TENDERER

SECTION VI

FORMAT FOR PRICE BID

ALL RATES TO BE QUOTED IN **EURO** CURRENCY.

Sr. No	Description	Unit	Currency	Gr Wt (kg)	Chargeable Weight (kg)	Rate (exc. GST)
1	Freight Rate/Chargeable Wt (kg) for Shipment (1)	Rate per KG	Euro	80.9		
2	Freight Rate/Chargeable Wt (kg) for Shipment (2)	Rate per KG	Euro	106.5		
3	Origin Charges like Handling, transit permit charges, airline documentation, customer clearance per AWB	Per HAWB	Euro		N.A	
4	Destination Charges including Charge Collect Cartage Charges, Delivery Order Charges, and IGM Charges.	Per HAWB	INR		N.A	
5		Total Price				

Note:

- (1) Weight and dimensions given are indicative and may vary. Payment shall be considered based on actual chargeable weight of the cargo as per HAWB.
- (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) For Tender evaluation, SBI TT Selling between Rs / EURO exchange rate will be taken as on the date of opening of the technical bid.

SIGNATURE AND SEAL OF TENDERER

SECTION-VII

(Letter of compliance in Company's Letter Head)

Date:

To,

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

Sub: Your Tender no RE/MUM/IMP/HW/IA-2022

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