



To
Ms-----

Dear Sir/Madam

Sub: Air export from Germany to Dhaka Airport on Ex-works basis - Reg

BHEL invites tender for Air export from Germany to Dhaka Airport on Ex-works basis. The bidder is requested to submit the most competitive offer complete in all respects without any deviation. The offers shall remain valid for 30 days for acceptance from the due date of tender. The technical offer should comply with all the tender requirement. The offer with any deviation will be rejected and the financial offer of the bidder will not be opened.

The tender will be conducted and evaluated online through BHEL NIC portal system. The bidder shall submit his response through bid submission to the tender on e-tendering platform at <https://eprocurebhel.co.in/nicgep/app> only as no other forms of submission of offers or hard copy is accepted. Bidder is requested to quote their most competitive price in through the online BHEL NIC portal portal/system

Bidder must submit their bids in BHEL NIC portal by 1400 hrs 24-09-2021. Kindly forward your regret letter in the event of non-participation in the tender. Successful bidder shall be responsible for completion of the contract in all respect. Techno Commercial offer will be opened through BHEL NIC portal on 24-09-2021 at 1500 Hrs. The price bid of technically qualified bidders shall be opened after due intimation.

Thanking you

Tender Enquiry for

Air export from Germany to Dhaka Airport on Ex-works basis

TENDER NO.: RE/CHE/EXP/E-2115 dated 14-09-2021



BHARAT HEAVY ELECTRICALS LIMITED

REGIONAL OPERATIONS DIVISION

CHENNAI

LAST DATE OF SUBMISSION

: 24-09-2021

: 1400Hrs

CONTENTS

Description	Page No
GENERAL INFORMATION	4
Section I SCOPE OF WORK	5
Section II Instructions to Bidders	6
Section III Special Conditions	8
Section IV General Terms and Conditions	11
Section V Format for Techno Commercial Bid	23
Section VI Formats for Price Bid	30
Section VII CERTIFICATE OF COMPLIANCE	31
Section VIII Packing List	32
Section IX Terms & Conditions of Reverse Auction	33

GENERAL INFORMATION

BHEL invites tender for Air export from Germany to Dhaka Airport on Ex-works basis. The cargo has to be collected from Shipper Wessig GmbH, Odenkirchener Straße 174, 41236 Mönchengladbach and air freight to Dhaka airport. Supplier in Germany is Wessig GmbH, Odenkirchener Straße 174, 41236 Mönchengladbach, Germany.

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	For tendering: Santosh Kumar Jena Manager Bharat Heavy Electricals Limited (A Govt. of India Undertaking) Regional Operations Division, 4 th Floor, Rattha Tek Towers, 11, Rajiv Gandhi IT Expressway, Thoraipakkan, Chennai – 600 097	+91 44 2458 9847 +91 9489202898 santoshj@bhel.in
2	Supplier details: Wessig GmbH, Odenkirchener Straße 174, 41236 Mönchengladbach, Germany	Email ID: michaela.kellermann@emerson.com
3	Consignee address: AGM / Purchase Department, Trichy Valves Plant, BHEL, Tiruchirappalli - 620 014	+91 431 2574797

SECTION – I

SCOPE OF WORK

Details of Cargo:

Tentative Readiness of cargo	No. of Pkgs.
Ready at Supplier works	Pls refer Annexure VIII for packing list

Load Port: Any airport in Germany

Discharge / Destination Port: Dhaka Airport.

Details of Work:

1. To contact Supplier and collect cargo on EX-WORKS basis.
2. Ensure that the cargo / contents are securely packed and fit for air freight.
3. The contractors/its associate must be approved by the International Air Transport Association.
4. To do the weighment, X-ray and other formalities as and when required by the airline cargo official.
5. 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.
6. To track and provide the routing of the cargo movement schedule for shipment on each day.
7. Copy of cargo tracking sheet downloaded from airline web site/cargo tracker websites or certificate/letter/CAN from Airline stating that the cargo reached at discharge airport with date shall be submitted to BHEL.
8. The Original AWBs and 02 nos. certified true copies of non-negotiable AWBs to be issued to BHEL.
9. To arrange for certificates from the airlines as required by BHEL to meet L/C requirements if required.
10. To prepare AWBs in consultation with BHEL and with prior instructions.
11. You will follow all local laws / acts / rules prevailing in Transit while transporting the cargo without any liability to BHEL and indemnify BHEL from any mishap / claims while undertaking the work.
12. The above mentioned scope of work is not exhaustive and bidder has to perform any other necessary task to enable export of goods.
13. Safe discharge of cargo at destination airport & deliver the cargo to consignee on door delivery basis.

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

SECTION II

Instructions to Bidders

1. Bidders are advised to go through the tender document fully before filling up the response sheets and rate schedules. **The bidder while submitting the offer must specify the full details as required in Section V, TECHNICAL REQUIREMENTS.**

2. The tendering process will be completed through E-tendering.

3. National Informatics center is our service provider for E- tendering. URL for E-procurement portal is <https://eprocurebhel.co.in/nicgep/app> .

4. Vendor who are not registered with NIC need to register themselves. The URL for registration is <https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page> .

5. In case of any clarification please contact below person:

Name: R. Inchara

Email ID: inchinchu@gmail.com

Phone no: 8553226267

6. **Bidders are advised to go through the tender document fully before submitting their offers online on E-tendering portal <https://eprocurebhel.co.in/nicgep/app>**

3. The offers shall include

1) **Technical Bid (please read the following sections carefully)**

The techno-commercial bid is to be filled and submitted /or uploaded in excel sheet online on E-tendering portal of BHEL at web address <https://eprocurebhel.co.in/nicgep/app> latest by **24-09-2021**, 1400 Hrs. The techno commercial offers shall be opened on 24-09-2021 @1500 Hrs. Hard copies of Techno commercial offers shall not be accepted for evaluation.

2) **Price Bid:**

The price Bid is to be filled up and submitted /or uploaded in excel sheet through E-tendering system only. The price bid of technically qualified parties will be opened in E procurement after due intimation. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price Bid of the technically qualified bidders.

EVALUATION:

The offers (Technical Bids) will opened on 24-09-2021 at 1500 Hrs. **Techno Commercial bids will be evaluated first.**

However, as this tender is a short notice tender, all tenderers are advised to ensure that the technical offer is strictly in line with the tender requirements.

Only those **PRICE BIDS** of the bidders who have submitted fully compliant techno commercial offer as evaluated by BHEL shall be taken up for further evaluation.

For concluding freight contract, based on the availability of the cargo, prices offered by the tenderers will be evaluated on overall basis and award the contract who have offered overall lowest cost to BHEL.

Evaluation Criteria:

1. Offers of Parties meeting the tender requirement will only be considered for evaluation.
2. The offers will be evaluated on the basis of the sum total price in the Price Bid (Section VII).
3. For Tender evaluation Rs/USD exchange rate prevailing on the date of opening of Technical Bid will be considered.

General

Technical bids of offers received up to 14:00 Hrs. on 24-09-2021 will be opened at 1500 Hrs. on 24-09-2021 online.

After evaluation of the technical bids, price bids of technically qualified bidders will be opened in E procurement.

Reverse Auction:-

The tender will be finalized through Reverse Auction. Reverse Auction will be conducted with technically qualified parties by separate service provider.

No Hard copies of Tender Documents will be accepted at BHEL Office.

SECTION III

SPECIAL CONDITIONS

1. The contractor shall coordinate with Supplier and receive the cargo.
2. Cargo should be air lifted from Supplier works within 7 days from the date of work order placement. For every day delay in air freighting beyond the stipulated 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 and shall be adjusted from the freight bill. The cargo should be delivered at Dhaka airport in 10 days' time.
3. The contractor should ship the entire cargo in one Lot in the same flight.
4. The Contractor shall send the PRE-ALERT, 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 discharge of cargo at the port of destination. For all such services, all charges shall be borne by the Air Console Agents.
5. The contractor shall arrange to deliver the cargo at Dhaka Airport.
6. Fumigation of cargo, if required at load/destination ports, is to be done by 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 origin port & destination Port.
9. 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, Consignee' name and address, Case Markings, Commodity descriptions, actual measurements and weights, freight payment terms stipulated in work order etc.

PAYMENT TERMS

- 1 For air export, 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 issue of airway bill at the Port of loading.
- 2 Payment of the Contract value in Indian Rupees will be made by BHEL, ROD, and after adjustment of penalty, if any, for export, subsequent to safe delivery of cargo to the consignee.
- 3 Payment will be made within ten 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 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.

The following documents to be submitted along with invoice:

1. CAN copy.
2. 100 % Shipment Freight shall be paid within 30 days of submission of following documents:-
 - i. Invoices in Duplicate.
 - ii. AWB copy.
3. Proof of date of cargo reached at destination (tracking sheet downloaded from airline web site/cargo tracker websites or certificate/letter/email from Airline).
4. 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) Contractors Invoice shall indicate BHEL GSTIN no.: 33AAACB4146P2ZL.
 - (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.
 - (e) Billing Address: Bharat Heavy Electricals Limited, Regional Operations Division, 4th Floor, Rattha Tek Towers, 11, Rajiv Gandhi IT Expressway, Thoraipakkan, Chennai – 600 097
5. **VALIDITY:** The contract shall be valid till all the cargo received at loading airport are shipped under the contract and delivered at discharge airport as per delivery terms.

6. GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: **33AAACB4146P2ZL**. 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.
7. The rates offered will be inclusive of Taxes (GST will be paid extra as per govt. notification), Airway line/Carrier Misc charges (MCC), War Risk Charges /Security Stamp Fees/Security Fee, Cartage Charges and Screening charges.
8. AWB, HAWB & Other Documents charges, processing charges due Agent (PCA to be included in freight. No charges shall be payable at the destination. No additional charges for communication / miscellaneous etc. shall be payable.
9. Fuel Surcharge (FSC): Fuel surcharge shall not be paid additionally. It is included in freight
10. Airway line/Carrier Misc. charges (MCC): to be included in freight
11. War Risk Charges /Security Stamp Fees/Security Fee: to be included in freight
12. Cartage Charges: to be included in freight
13. Screening charges: to be included in freight.
14. Dead Freight: Contractor has to coordinate with M/s BHEL and its authorized CHA as well as with Airline and plan dispatch. Under any circumstance Dead Freight will not be paid at all.
15. The offers of the bidders who are on the banned list/Suspended in BHEL 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".
16. "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site <http://www.bhel.com>.
17. **Bidders must go through Guidelines for suspension of business dealings/Reverse Auction. Guidelines for suspension of business dealings/Reverse auction with suppliers/contractors are available on website <http://www.bhel.com>.**
18. Reverse Auction

BHEL shall be conducting Reverse Auctioning amongst the technically qualified bidders to finalize the tender. The procedure for Reverse Auction shall be intimated to such bidders in due course. However, the bidders are advised to quote their most competitive rates in the sealed bid envelope. In case BHEL is unable to finalize the order through Reverse Auction for any reason whatsoever, the order would be finalized based on the sealed price bids.

In case of tender being finalized through Reverse Auction, the bidders will have to adhere to the guidelines provided in the Business Rules of Reverse Auction. Business rules will be provided to Bidders before starting RA. In case a Techno commercially acceptable vendor does not agree to participate in the Reverse Auction process, the same will be treated as withdrawal of the offer and their EMD will be forfeited.

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender.

RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

Vendors are also warned against delay in participation and delaying the process of Reverse Auction. For more information please refer <http://www.bhel.com>

SECTION IV

GENERAL TERMS AND CONDITIONS

- 1.0 The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-
- 1.0 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.
- 1.1 "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.
- 1.2 "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.
- 1.3 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.
- 1.4 "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.
- 1.5 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.6 "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.
- 1.7 "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.
- 1.8 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- 1.9 "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.
- 1.10 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Bidder / Bidder.
- 1.11 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater.
- 1.12 LOT: Supplies which are shipped on single voyage/Flight of each Flight/Flight/Barge/Aircraft arranged by bidder/ supplier.
- 1.13 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.

1.14 Non Heavy Lift Cargo means General cargo and ODC i.e cargo that does not fall under definition of heavy lift.

2.0 ISSUE OF NOTICE:

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

3.0 COMMENCEMENT OF WORK:

3.0 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.

4.0 DISCREPANCY AND CONTRADICTION

4.0 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.

4.1 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.

5.0 INVOICES AND PAYMENTS

5.0 The Bidder 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.

5.1 The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

5.2 Bidder to intimate immediately on the day of Export of Goods to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances. Postal address and email ID shall be intimated later.

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.

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 payments shall be made through RTGS/NEFT. The Bidder would be required to submit E- mandate certified by bank for receiving the payments.

6.0 Taxes & Duties

- 6.0 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.
- 6.1 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.
- 6.2 TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- 6.3 Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.
- 6.4 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.

7.0 RISK PURCHASE :

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

7.0 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.

7.1 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.

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

8.0 OBSERVANCE OF LOCAL LAWS :

8.0 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.

8.1 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.

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

9.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

9.0 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.

9.1 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.

9.2 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.

9.3 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.

10.0 INSURANCE:

- 10.0 The contractor shall arrange for insuring the cargo, covering the risks during transit and material handling at port(s). Value of the cargo is EURO 2,60,000.
- 10.1 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.
- 10.2 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.
- 10.3 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.

11.0 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, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the 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. 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, Chennai 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 CHENNAI.

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 Chennai, India shall have jurisdiction over this contract.

16 INDEMNITY:

16.1 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.

17 Security Deposit:

13.1 Contract Successful bidder shall submit a percentage of the total contract value as security deposit.

13.2 The security deposit shall not carry any interest.

13.3 Security deposit has to be furnished in the form of Bank DD from Scheduled Banks in favor of BHEL.

13.4 The rate of Security Deposit shall be 5 % of value.

13.5. Securities / BG's shall be released after successful execution and completion of the contract upon receipt of No claim letter from the contractor and settlement of all dues in the contract.

14 Earnest Money Deposit: INR 27,000/-

14.1 **EMD of INR 27,000/-** (Indian Rupees Twenty Seven Thousand Only) will have to be submitted along with the Techno commercial offer. Offer without EMD shall be rejected. The EMD Demand Draft shall be drawn in Favor of "BHARAT HEAVY ELECTRICALS LTD."

14.2 If the bidder declines to accept the LOI 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.

14.3 EMD of the Bidder will be forfeited if:

14.3.1 After opening the tender, the Bidder revokes his tender within the validity period or increases his earlier quoted rated.

14.3.2 The Bidder does not commence the work within the period as per LOI/ Contract. In Case the LOI/ Contract is silent in this regard then within 15 days after award of contract.

14.4 EMD of successful bidder can be adjusted towards part of the security deposit.

EMD of all unsuccessful bidders will be returned within 15 days of placement of LOI/Work Order on successful bidder.

14.5 EMD shall not carry any interest.

ACCOUNT NAME	BHARAT HEAVY ELECTRICALS LIMITED
ACCOUNT NUMBER	10610819568
ACCOUNT TYPE	CC ACCOUNT
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	SAIDAPET
BRANCH ADDRESS	690 ANNA SALAI
IFSC CODE	SBIN0000912

14.6 EMD can be remitted through RTGS and amount to be credited to BHEL Account before Tender opening. Details of Account given below:

Vendors to E mail Details to BHEL ROD Chennai on EMD payment made through RTGS

MSME vendors are exempted from submission of EMD subject to submission of Documents as mentioned in Tender.

REQUIREMENTS OF PERFORMANCE

15.0 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.

15.1 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.

15.2 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.

15.3 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.

16.0 SHORT- LANDED OR DAMAGED GOODS

16.0 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.

- 16.1 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.

17.0 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."

18.0 CANCELLATION OF THE CONTRACT:

1. 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.
2. 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.
3. 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.

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

Commitment by BHEL:

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.

Commitment by Bidder/ Supplier/ contractor:

- 19.1 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.

19.2 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.

19.3 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

19.4 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”.

20.0 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.

"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, 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. **No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before price bid opening.** If the tender is to be submitted through E-procurement then the documents above required Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "

In view of the revision of MSME guidelines w.e.f. 01.07.2020, copy of valid Udyog Aadhaar Memorandum or valid Udyam Registration certificate will also be considered for MSMEs. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before price bid opening.

For MSE vendors getting award-

Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2007 subject to fulfilment of above procedure.

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

21.0 LICENSE/ PERMISSION/ REGISTRATION:

Wherever any License/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 License/ 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.

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.

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.

The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

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.

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.

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

22.0 TIME LIMIT FOR SUBMISSION OF BILLS

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.

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.

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.

23.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

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

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

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.

24.0 EXPEDITING:

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/Flight/Barge 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.

25.0 Reverse Auction

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

SECTION V

FORMAT FOR TECHNO- COMMERCIAL BID

A. CONTACTS DETAILS:

Name and address of Associate at Port of Loading.:

Contact person / Associate at Load Port, telephone & email:

Name and address of Associate at Discharge Port:

Contact person / Associate at Discharge Port, telephone & email:

B. OTHER DETAILS:

Name of planned airlines for airlifting:

Terms of Shipment: Ex-works Supplier works to Dhaka airport

I/We agree to abide by all the above conditions.

SIGNATURE AND SEAL OF TENDERER

PRE QUALIFICATION REQUIREMENTS (PQR)

Sn	Description	Remarks
1.	Earnest Money Deposit: The Bidders, shall submit tenders with interest free EMD as per tender conditions on or before due date.	Submitted
2.	The bidder/it's associate must have valid IATA registration (Copy of IATA to be enclosed)	Copy of certificate to be submitted on the portal
3.	Average Annual Turnover: The Bidder must have an average annual turnover not less than INR 4.04 Lakhs for the last three years (CA certified statement to be submitted / uploaded) (FY 2018-2019, 2019-2020 & 2020-2021), in case final Audit of FY 2020-2021 is not completed, last three year may be considered as FY 2017-2018, 2018-2019 and 2019-2020).	Copy of CA Certified statement to be submitted on the portal.
4.	Experience of having successfully completed similar works : The Bidder must submit proof of having successfully executed similar "Air freight contract" in the last seven years (ending last day of month previous to the one in which tender was floated) as under (copies of work order / contract along with completion certificate to be enclosed) (a) Three contracts of value not less than INR 5.4 Lakhs each. OR (b) Two contracts of value not less than INR 6.75 Lakhs each. OR (c) One contract of value not less than INR 10.80 Lakhs each.	Copy satisfactory completion/Execution certificate from customer in respect of these Contracts showing value of contract to be submitted. Details of the customer with email and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.
5.	Bidder Must have a valid GST Registration (copy to be enclosed)	Enclosed
6.	Pan copy to be enclosed	Enclosed
7.	Tender Documents: Entire tender document must be uploaded on portal with sign and seal on all pages.	To be uploaded on portal
8.	Compliance Letter: The compliance letter duly signed and stamped on letter head should be submitted.	To be uploaded on portal
9.	Transit Penalty: As per special conditions.	Agreed
10.	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 uploaded by the bidder indicating compliances.

11.	The Bidder should not have been referred to BIFR/NCTL or declared 'SICK' by any Statutory Authority	A self-certification should be submitted by bidder
12.	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 uploaded by the bidder indicating compliances
13.	The Bidder should not have been banned on business dealing by BHEL/Govt. of India/any undertaking of Govt. of India.	A self-certification should be uploaded by bidder
14.	Parties must not have been penalized in any earlier contract with BHEL in the last five years.	Self-certification to be uploaded
15.	Payment Terms: As per special condition.	Agreed
16.	Force Majeure: As specified in the general condition.	Agreed
17.	Validity: <u>As specified in special conditions.</u>	Agreed
18.	Additional War Risk Insurance: 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
19.	Cancellation of The Contract: As per general terms and condition.	Agreed
20.	Taxes: All taxes on freight, insurance and other dues of the Flight shall be to the Contractor's A/c. The Contractor shall be responsible for payment of any Sales, Service, Income Tax or any other form of Tax leviable not envisaged in the tender on transportation activity carried out in transit/discharge country being main/sub-contractor of BHEL. Only GST will be paid separately as per price bid.	Agreed
21.	Govt. Rules & Regulations: CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licenses, and permits for operation in India / transit country / countries. It is obligatory for CONTRACTOR to comply with regulating requirements in Transit countries are fully met before award of the contract.	Agreed
22.	Risk Purchase: As specified in general terms and conditions.	Agreed
23.	Dead Freight: Contractor has to coordinate with M/s BHEL and its authorized CHA as well as with Airline and plan dispatch. Under any circumstance Dead Freight will not be paid at all.	Agreed

24.	Notarised letter of authorization for signatories to act on behalf of the company	Letter to be attached
25.	Certificate of Incorporation in respect of Ltd Co	Provide date of Incorporation & copy of certificate to be uploaded
26.	Complete Information on Party's offices in Chennai Office Address Telephone no. / Mobile no. Name of Contact Person with email id's	Information to be provided
27.	Company Details i) PAN Number ii) GST Registration number iii) Bank Reference (Details of Electronic Fund Transfer duly endorsed by the bank) - Name of the Company - Name of the Bank with branch - City/ Place - Account Number -Account Type - IFSC Code of the Bank Branch - MICR code of the bank Branch	Copy to be uploaded
28.	i) Directors / Partners if related to any BHEL employee	Name Staff No Designation Unit & Dept.
29.	ii) If any Ex BHEL Personnel is employed by the Company, Mention the details	Name Staff No Designation Unit & Dept. Relationship Date of Leaving Service
30.	Name & Address of the company (If part of the work has to be handled by its associate, details of the associate also to be provided along with bidder details)	Information to be provided
31.	Type of Ownership :Proprietorship or Partnership or Private Limited or Public Limited or Central Undertaking or State undertaking or Any other (specify) (If part of the work has to be handled by its associate, details of the associate also to be provided along with bidder details)	Information to be provided
32.	Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Laborer's Act / Child Labor Act / / Transporter board/ Customs and Port Procedure and all other relevant Acts, Rules and regulations of Tamil Nadu state and Govt. of India in course of their activities and whether they are being fully complied with. Also all handling equipments are complying	Agreed

	as per HSE compliance / ISO 9001/14000/OHSAS compliance.	
33.	Bidder shall ensure that all the invoices and receipts are submitted immediately after payment and shall be in the name of BHEL. In case of delay in submitting the invoice after payment made by BHEL, the full amount will be recovered till the submission of original invoice and receipt from the concerned parties.	Agreed
34.	INDEMNITY : Contractor shall keep BHEL indemnified of all legal issues, the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
35.	ARBITRATION: As specified in General Terms & Conditions.	Agreed
36.	CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licenses, 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

SECTION VI

FORMAT FOR PRICE BID

ALL RATES TO BE QUOTED IN USD CURRENCY.

SI NO	Description	Total Rate in USD
1	Charges for air export from Germany to Dhaka airport on Ex works basis.	

Note

- Weight and dimensions given are indicative and may vary +/- 20 %. Payment shall be considered based on actual chargeable weight of the cargo in case of variation of dimensions else the chargeable wt. given in the technical bid will be considered.
- Freight is inclusive of all charges namely Charges collect fees, DO fees, AWB fees etc. No other additional charges will be considered for payment.
- No increase in Fuel Surcharge or war risk surcharge will be entertained during execution of the contract.
- No conditions having any financial bearing on the freight to be given in the price bid.
- Evaluation criteria for technically qualified bidders shall be based on COST TO COMPANY.

SIGNATURE AND SEAL OF TENDERER

SECTION VII

CERTIFICATE OF COMPLIANCE (To be given in Company's letter Head)

Date:

To

Additional General Manager
Material Services, Regional Operations Division,
BHARAT HEAVY ELECTRICALS LIMITED,
Chennai

Sir,

Export Tender No. RE/CHE/EXP/E-2115

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the tender.

We agree to carry out the Air freighting contract tendered at the rates as offered by us in the Price Bid submitted by us and in accordance to the terms and conditions of the subject tender. The prices shall be kept valid for 30 days from the date of opening of price bids.

If the contract is awarded to us the prices shall be kept firm till the completion of contract.

SIGN AND STAMP OF CONTRACTOR

SECTION VIII

PACKING LIST

Package Number	Packing Type	ST	SC	Description of Goods	Length (cm)	Width (cm)	Height (cm)	Volume (m3)	Gross Wt (kg)	Net Wt (kg)
974510180000	crate	1	pc	HPBP Valve Actuator Assy	300.00	120.00	105.00	3.78	2677.00	2435.00
974510180001	crate	1	pc	HPBP Spray Isolation Valve Act Assy	180.00	130.00	95.00	2.22	491.00	310.00
974510180002	crate	1	pc	HPBP Spray Control Valve Act Assy	200.00	70.00	95.00	1.33	458.00	337.00
974510180003	crate	1	pc	Hydraulic Unit	230.00	120.00	220.00	6.07	1960.00	1750.00
974510180005, 974510180006	crate	4	pc	Special Tools, Hydraulic components	140.00	120.00	100.00	1.68	1960.00	1750.00
974510180007	crate	1	pc	Spare parts	80.00	60.00	55.00	0.26	50.00	40.00
		9		TOTAL	1130.00	620.00	670.00	15.34	7596.00	6622.00

Schedule - IX

Annexure I

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.

1. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
5. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
6. Reverse auction will be conducted on scheduled date & time.
7. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
8. The lowest bidder has to e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of auction without fail.
9. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL through E *procurement* Portal shall be opened as per BHEL’s standard practice.
10. Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.
11. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

12. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
13. Bidders must go through Guidelines for Reverse Auction. Guidelines for Reverse auction are available on website <http://www.bhel.com>.