



No.RE/MUM/EXP/EA801  
Date:11/04/08

To

M/S. \_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.

Dear Sirs,

**Sub: Tender Enquiry for Air freighting 2X160MVA (89MTeach)  
Transformer tanks to Kabul and further transportation till site  
near Kabul.**

BHEL, a Govt.of India Undertaking, a “Nava Ratna” Company catering to the core sectors of the Indian economy viz Power, Industry, infrastructure etc. invites you to participate in the above tender. Tenders are invited for IATA/Multi Modal Transportation of ODC packages as defined in the scope of work from Delhi/Mumbai to Kabul / Bagram Airport in Afghanistan and delivered to Project Sites in Afghanistan. The main project site is located near Chimtala on the outskirts of Kabul city at a distance of approximately 15 KM from the city on the highway to Jabal Saraj.

BHEL invites offers for movement of above mentioned cargo.The tender comprises of

- |     |                              |   |              |
|-----|------------------------------|---|--------------|
| (1) | Scope of Work & packing list | - | SECTION - I  |
| (2) | Instruction to bidders       | - | SECTION - II |
| (3) | Special Conditions           | - | SECTION -III |
| (4) | General Terms and Conditions | - | SECTION -IV  |
| (5) | Techno Commercial Bid        | - | SECTION –V   |
| (6) | Price Bid                    | - | SECTION –VI  |
| (7) | Compliance Letter            | - | SECTION –VII |

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for two months for acceptance from the due date of tender. Part I is **Techno-commercial offer**

and comprises of General Information, Technical Bid, Special conditions, compliance letter, Scope of Work along with Packing List. Bidders, besides above must submit – (a) details in respect of Overseas handling and transporting agents, (b) Signed & stamped copy of all the pages of the tender including forwarding letter of the tender confirming your acceptance of terms and conditions & (c) EMD if Rs.2 Lakhs. If already submitted, details of the same must be furnished, in a sealed envelope marked as “Techno Commercial Offer – Part I”. The technical offer should comply with all the tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened.

**Prices are to be furnished in the format given in Annexure – III and to be submitted in a separate sealed cover marked ‘ Price Bid – Part II ‘.**

**Both the envelopes i.e. Part I & Part II should be kept in another envelope and must be sealed and labeled as “ TENDER FOR AIRFREIGHTING OF 2X160MVA TRANSFORMERS TO KABUL AND FURTHER TRANSPORTATION TO SITE (RE/MUM/EXP/EA-801).”** Bidders must submit the sealed envelope as above on or before 14.30 Hrs upto 25/04/08 in the tender box kept on 15<sup>th</sup> Floor in our Office. Kindly forward your regret letter in the event of not participating in the tender.

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

Techno commercial offers (Part I) shall be opened in presence of Bidders on 25/04/08 at 1500 Hrs. The Price bids shall be opened immediately for the techno commercial compliant offers.

Thanking you,

**Yours faithfully**  
**For BHARAT HEAVY ELECTRICALS LIMITED**

(TEJ PRAKASH)  
SR.DGM (EXPORTS)

Encl : Annexure I to VII and General Information.

## GENERAL INFORMATION

**BHEL, a Power Equipment Manufacturing Company, is executing a turn key contract of setting up Sub Station Project at Kabul, Afghanistan. The project is funded by Government of India and no customs duties are payable on the equipment required to be moved to Afghanistan.**

Tenders are invited for IATA/Multi Modal Transportation of ODC packages as defined in the scope of work from Delhi/Mumbai to Kabul/Bagram Airport in Afganistan and delivered to Project Sites in Afghanistan. The main project site is located near Chimtala on the outskirts of Kabul city at a distance of approximately 15 KM from the city on the highway to Jabal Saraj.

### **ESSENTIAL QUALIFICATION CRITERIA FOR THE TENDER**

**Interested parties having following will be qualified for participating in the tender:**

- a). The bidder should have a Valid IATA License. (A copy of the certificate to be enclosed. The original to be produced when called for.)
- b) Turnover of Rs.5 crores in the field of air freighting during each of the last 3 years. A certificate from the firm of Chartered Accountants confirming that the Turnover of Rs. 5 crores , achieved by the company in each of the last 3 years or was part of its total Turnover in each of the last 3 years, was on account of Air freighting activities for import and export undertaken in those 3 years.

A certificate from the firm of Chartered Accountants confirming that the above Turnovers under each category have been achieved by the co. in the last year ( 2006-2007 ) and was part of its total Turn over in 06-07 (was on account of Air freighting activities for import and export undertaken) .

The bidder must have earned net profit in last 3 Financial Years ( Certificate from Chartered Accountant to be produced).

Current Solvency certificate of Rs 150 lakhs from a scheduled bank in India.

- c). The bidder should have done at least 1(One) Chartering/Ad hoc Chartering of IL 76 or AN 124 Aircraft. Documents confirming chartering of

AN124 and/or IL76 may be enclosed. Produced documents should be clearly identifying the type of Aircraft chartered by the Party.

In case chartering document is in the name of another company, the relationship of the bidder with such other company to be specified along with relevant documents confirming such relationship.

- d). The bidder should have a handling and transportation agent in Kabul, Afghanistan.

**The documentary evidence of above requirements will have to be enclosed in the technical Bid. In case of non submission of required documents as above or deficiency in the submitted documents the offer is liable to be summarily rejected.**

Names addresses of the Contact Persons for this tender are

Sl. No.	Name and Address	Phone Nos. & Email
1	<p><b>BHEL ROD Mumbai</b>            1.Mr Tej Prakash            Sr DGM(EXPORT)</p> <p>Export Deptt.            Regional Operations Division            BHARAT HEAVY ELECTRICALS LTD.,            14/15<sup>th</sup> Floors, Centre-1, World Trade Center,            Cuffe Parade,            Mumbai, Maharashtra            India</p>	<p>Ph No. 22180740            Fax No. 22180748            Email : tej@rmb.bhel.co.in</p>
2	<p>Contact person at Kabul,Afganistan            BHEL – Mr Farid Hussain            BHEL, House No 198, Opposite Blossom Hospital( Max India Health Care Centre), Hnzla Mosque Road, Street No 4, Sheher – e – Nawa, Kabul, Afganistan</p>	<p>Ph No. 009370051252</p>
3	<p><b>Terms of Delivery</b></p>	<p>To be transported up the sites delivery</p>

## SECTION – I

### SCOPE OF WORK

The scope of work covers the following:

#### 1. Airlifting of following ODCs to Kabul/Bagram Airports including:

- a. Check the suitability of Aircraft being arranged.
- b. Ensure arrangements of loading, shifting equipment to load the packages into the Aircraft being arranged at Delhi Airport.
- c. Co ordinate with BHEL for planning the dates of shipment and likely availability at Delhi airport.
- d. Provide atleast 15 days notice before arrival of the Aircraft along with ETD of the aircraft and the airport of departure.
- e. Arrange for carting the Transformer tanks in the Airport sufficiently in time before arrival of the aircraft and keeping the Tanks ready for Airlifting. In case the Aircraft is arriving after 5 days of the Trailer's arrival at Delhi, the operator must unload the tanks safely at his/hired godown so that the trailers are not put to detention further. The Operator will have to arrange for reloading, transportation of the Tanks by arranging his own equipment to the Tarmac at Delhi Airport.
- f. Arrange for customs clearance of the Transformer tanks at load airport i.e Registration of DEEC license with customs, collection of export documents from our office, processing the shipping bills and providing necessary endorsed documents of export (EP & EC copy of S/Bills, ARE-1 endorsed by customs, SDF etc.)
- g. Arrange passes for BHEL/Operators' personnel for visit/supervision of the cargo loading activity into the Aircraft.
- h. Arrange stay/lodging, movements, permit requirements of the Aircraft Crew.
- i. If desired by BHEL, necessary arrangement/permissions for photography video shooting of the loading activity of the transformer.
- j. Arrange Permissions of Loading, parking, arrival of the Aircraft at both Load and discharge airports. BHEL shall however provide necessary documents for the same.
- k. Arrange prior customs clearance at the discharge airport, movement and handling of the packages inside airport. The charges leviable by the Airport Authority concern shall be paid / reimbursed by BHEL at Actual.
- l. Monitor transportation of the package from Jhansi till Delhi Airport, to ensure timely arrival of the aircraft.

- m. Load the packages into the aircraft without delay to ensure no extra financial implications on BHEL.
- n. Ensure timely arrangements of loading, shifting equipment to unload the packages from the Aircraft at Kabul/Bagram Airport.
- o. Ensure Route Survey in Afghanistan for safe transportation. The cost of this Route survey and expected expenditure projected in the survey should be part of the offer and BHEL shall not pay any additional expenditure on transportation of equipment under the contract.
- p. The equipment are being supplied on duty free basis to Afghanistan Government. Arrange for Maafikhat Nama etc from Local Government/ PGCIL to avoid any additional parking charges to BHEL.

**2. Transportation of Equipment from discharge port in Afghanistan to sites therein including:**

- a. Arrange for suitable crane and trailer for movement of Packages to the sites.
- b. Arrange immediate movement of packages from Kabul/Bagram airport to avoid any additional parking charges to BHEL.
- c. Coordinate with BHEL representative at Kabul for any documentation requirements in Afghanistan.
- d. The unloading of the equipment at site will be done by the consignee/consignee's agent.
- e. All the other activities at Airport in Afghanistan as defined above in case of Delhi Airport.

**3. Re-scheduling in case of cancellation of earlier plans:**

- a. **Operator will have to ensure that all the re-scheduling is to be done immediately and the aircrafts are arranged at the earliest so that the transformers are air freighted immediately.**

**Cargo Description:**

SL. NO.	Dimensions (LxBxH)	Net Wt. ( Kg. )	Gross Wt. ( Kg.)	Quantity	ITEM
1	7160x3930x4150 mm.	89000	89000	2 Nos	160 MVA Transformer
2.	1300x1000x700 mm	650	700	4 Nos	2 packages for each Transformer

**Readiness of Shipments:** We expect that both the transformer tanks will be available at Delhi on or before 23<sup>rd</sup> May 2008 at Delhi Airport for shipment .

**Schedule of Shipments:**

1. The successful bidder will have to monitor closely with BHEL and follow up for readiness of transformer tank and accordingly plan for each Airlifting to be done.
2. BHEL shall give a 15 days notice to the successful operator for planning and arranging the aircraft for shipment at the earliest.
3. In case of any changes due to any failure of equipment at the plant or en route, BHEL will notify the operator for rescheduling the aircraft without any financial implication on either side.
4. The shipments will have to be made from 14<sup>th</sup> May 2008 for the first transformer and immediately the second transformer is to be air freighted by the next available flight. The second transformer should however should be air freighted within one week's time from air freighting date of first transformer.

**Load Port:** Delhi

**Discharge / Destination Port:** Kabul / Bagram Airport, Afghanistan

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 **format for techno-commercial bid (SECTION V)** and **Price bid (SECTION VI)**.
2. The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
3. The price offer must be made only in the formats enclosed with this tender.
4. The offers shall be kept valid for a period of 1 month from the date of opening of the tender.
5. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
6. The offers shall be made in separate envelopes for

#### **1) Techno-commercial Bid (please read the following sections carefully)**

Bidders are required to fill up the details as per tender conditions in the Format for techno-commercial bid (Section V) and provide a certificate of compliance in the prescribed format in this envelope.

In addition the **entire tender document with blank price bid** duly signed and stamped on each page may also be enclosed in this envelope.

This envelope should also contain the Demand Drafts for EMD in line with SI No. 12.0 of Section IV.

The compliance letter should be submitted on the bidder's letter head.

Fax offers will not be acceptable and offers without requisite E.M.D. will be rejected.

This envelope should be clearly superscribed as '**Techno-commercial Bid Tender No EA 801**' with the seal and mark of the Bidder.

#### **2) Price Bid:**

Prices as per the format in this tender document (Section VI) should be carefully filled up and enclosed in this envelope. Prices must be quoted both in figures and in words necessarily without fail as per the format in this tender document. In case of variation between the price offered in figures and in words, the price offered in words will prevail. No conditions should be

put in the price bid. This envelope should be clearly superscribed as 'PRICE BID, Tender No EA 801' with the seal and mark of the bidder.

Both Envelopes are to be enclosed in a separate cover and submitted. The cover shall be labeled with the Operators name, address and contact person. This cover may be superscribed 'TENDER FOR AIR FREIGHTING OF CONSIGNMENT FROM DELHI/MUMBAI TO AFGHANISTAN Tender No EA 801' and addressed to the 'GENERAL MANAGER, BHEL, ROD, MUMBAI'

BHEL reserves the right to accept or reject any tender or part of tender or to reject all tenders without assigning any reasons thereof.

**Evaluation Criteria:**

- 1. The offers from Delhi are being sought from the tenderers. The offers will be evaluated on the basis of on total price basis in the Price Bid (Section VI).**
- 2. The Non evaluation Schedules will not be considered for evaluation.**

SIGNATURE AND SEAL OF TENDERER

## SECTION III

### SPECIAL CONDITIONS

1. The Operator shall coordinate with BHEL and receive the cargo; on receipt of cargo the Operator shall send PRE-ALERT indicating the BHEL Invoice No., HAWB No. & MAWB No., Port of Loading, No of pkgs., weight and flight details immediately after receipt of the cargo at the Delhi.
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, Consignee' name and address, Case Markings, Commodity descriptions, actual measurements and weights, freight payment terms stipulated in work order etc.
3. Cargo should be air lifted from Delhi Airport. The cargo must reach at destination within fifteen days from the date of Transformers arrival at Delhi Airport.
  - a. The transit period shall be counted from the day of cargo arrival at Delhi Airport and handing over of the same to the Party till the day of arrival of the cargo at Sites in Afghanistan. The cargo will be deemed to have been handed over to the Party on the day it has arrived at Delhi Airport.
  - b. For every day delay in delivery beyond the stipulated period BHEL shall deduct penalty @ 0.75% of the freight charges (including Road Transport charges) up to site for each Transformer subject to a maximum of 10% of the freight payable for each transformer and shall be adjusted from the freight bill.
4. Billing by Operator should be done as per the work order rates, payment terms and conditions.
5. 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 discharge Port.
6. Ad hoc Charter/ Charter agreement will not be signed by BHEL and should be signed by the Chartering Operator and Airlines. BHEL work order shall be final document for execution of the contract.
7. **FORCE MAJEURE:**

Both MTO and BHEL shall be governed by Force Majeure condition.

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, blockades, insurrections, riots, terrorist acts, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, landslides, lighting, earthquakes, epidemics, quarantine restrictions, strikes or other industrial disturbances, lockouts, act of God , storms floods, washouts, 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 or state, civil or military, civil disturbances and any other events (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 14 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other 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.

#### **8. ARBITRATION:**

In case of any or all disputes arising out of or any way concerning the contract between BHEL and the Operator, the same shall be referred to sole arbitrator i.e. GM,ROD, Mumbai or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions of Arbitration & Conciliation Act 1996. The award of the arbitrator will be final and binding on both the parties. The venue of the arbitration will be BHEL, ROD office, Mumbai. During the currency of the arbitration proceeding, the Operator will have to continue to perform in line with the contract and will not abandon the work in any way.

#### **9. Prevention of Corruption**

- a) Canvassing in any form or any attempt to influence directly or indirectly any official of the company will lead to rejection of the bid & forfeiture of the EMD.
- b) The company shall be entitled to cancel the contract and to recover From the Operator the amount of any loss resulting from such cancellation, if the Operator 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 the company or for showing or indenting to show favour or disfavour to any person in relation to the contract with the company, 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 Operator in relation to this or any other contract with the company.

## **PAYMENT TERMS:**

All the payments shall be released in line with the prices finalised in the Contract

1. Payment of 90% Air freighting Charges shall be released, within 24 hours of Cargo Loading on the Aircraft, through electronic transfer (RTGS) directly to your bank account. These 24 hours would include atleast one working Banking Day. Your original Invoice shall be supported with HAWB/MAWB and certification that the cargo is loaded on board the aircraft by BHEL official present at the Airport.
2. Balance 10% of the value of each air freighting will be paid as per the above procedure i.e. within 24 hours of discharge of cargo at Kabul Port.
3. The payment of overseas land transportation and customs clearance at Delhi Airport and Kabul Airport will be paid within 7 days of receipt of your Invoices along with supporting documents as defined in the tender (i.e Shipping Bill copies, site receipts etc).

The payments shall be made through RTGS/NEFT. The Operator would be required to submit bank details for receiving the payments.

BHEL shall not be liable for any delays, penalties, halting, demurrages etc charges for the reasons attributable to Operator/Airlines.

SIGNATURE AND SEAL OF BIDDER

## 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:-
- 1.1 "COMPANY" OR "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 Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
  - 1.2 "BIDDER" shall mean the Party bidding for the Tender.
  - 1.3 "OPERATOR" shall mean the individual, Partnership firms or Private / Public Limited Co. or any legal entity who enters into Contract with BHEL and shall include their executors, administrators, successors and assigns. "OPERATOR" shall also mean "OPERATOR" or "CARRIER" or "TRANSPORTER" or "MTO" where the context so requires.
  - 1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, 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 and the Special Specifications (if any).
  - 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
  - 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
  - 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
  - 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to

include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.

1.9 "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL.

1.10 "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.

## **2.0 ISSUE OF NOTICE:**

2.1 The Operator shall furnish the name, designation and addresses of his authorised Operators/associates at Delhi (India), at the Load Port and at the discharge Port. All complaints, notices, communications and references shall be deemed to have been duly given to the Operator, if delivered to the Operator or his authorised Operator/representative.

## **3.0 COMMENCEMENT OF WORK:**

3.1 The Operator 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 Operator 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 INVOICES AND PAYMENTS**

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

4.2 The Service tax element (if applicable) even though included in the total price of the Operator, to be shown separately in the invoice.

4.3 In case the, TDS is not to be made, the Airline/Operator will have to produce the exemption letter from the relevant authorities to this effect.

## **5.0 RISK PURCHASE :**

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

- 5.1 If at any time during the currency of the contract, the Operator 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 Operator, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the Operator and also forfeit the Security deposit.
- 5.2 To recover any moneys due from the Operator, from any moneys due to the Operator under this or any other contract or from the Security Deposit.
- 5.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

#### **6.0 OBSERVANCE OF LOCAL LAWS :**

- 6.1 The Operator shall comply with all Laws, Statutory Rules, Regulations etc. The Operator shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 6.2 The Operator 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.
- 6.3 The Operator shall be responsible for the proper behavior and observance of all regulations by the staff employed.

#### **7.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:**

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

#### **8.0 INSURANCE:**

- 8.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 8.2 The Operator shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Operator or his employees.
- 8.3 The Operator 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

8.4 If due to Operator'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 Operator.

**9.0 LAWS GOVERNING THE CONTRACT:**

9.1 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.

**10.0 INDEMNITY:**

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

**11.0 SECURITY DEPOSIT:**

11.1 Successful bidder shall submit a percentage of the total contract value as security deposit within three days of issue of LOI for the contract

11.2 Up to Rs.10 lakhs – the security deposit is 10% of the contact value.

11.3 For 10 – 50 lakhs - the security deposit is Rs. 1 lakh plus 7.5% on amount exceeding Rs 10 lakhs of the total contract value.

11.4 For above 50 lakhs - the security deposit is Rs. 4 lakhs plus 5% on amount exceeding Rs 50 lakhs of the total contract value.

11.5 Security deposit may be made in any of the following ways a) Cash as permissible under IT Act (b) Local cheques of scheduled banks subject to realization (c) Securities available from post office such as National Savings certificate, Kisan Vikas Patras etc.(d) 50% security can be given by way of BG on scheduled bank / public financial institutions as per BHEL's format, Balance 50% to be remitted either by cash or in other form of security

11.6 Securities / BG's shall be released after

11.7 Successful execution and completion of the contract.

## **12.0 EARNEST MONEY DEPOSIT:**

The offers from the bidders shall enclose a Demand Draft for **Rs 2,00,000/-** towards Earnest Money.

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.

12.1 EMD of successful bidder shall be adjusted towards part of the security deposit payable by DD.

12.2 EMD of all unsuccessful bidders will be returned within a month of placement of LOI/Work Order on successful bidder.

## **13.0 REQUIREMENTS OF PERFORMANCE**

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

13.2 The contract as entered into between BHEL and the Operator 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.

13.3 The Operator 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 Operator shall take all due care of consignments while loading / unloading. During transshipment he shall provide all packing and lashing at his own cost.

13.4 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 Operator at his own cost.

## **14.0 DAMAGED GOODS**

14.1 The insurance has been taken by BHEL. It shall be the responsibility of Operator to give notice of loss as per the relevant

rules to the Carriers, Port authorities and Underwriters for 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 Operator. The Operator to provide promptly the documents to facilitate lodging of Claim with the under writes. In case of goods specified by BHEL and in case of apparent damages, the Operator 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 Operator shall lodge claim with the appropriate authorities.

#### **15.0 REVERSE AUCTION**

15.1 BHEL may adopt Reverse Auction for finalization of price bid of the tender through BHEL's approved/authorized e-Auction agency and all the bidders will abide by the Business Rules agreed with the agency.

#### **16.0 CHARTER SERVICE AGREEMENT:**

16.1 The general terms as placed in the tender would be applicable. The terms and conditions of this tender shall be over riding the conditions of the standard Charter service agreement to be signed between the operator and successful contractor.

SIGNATURE AND SEAL OF TENDERER

## SECTION V

### FORMAT FOR TECHNO- COMMERCIAL BID

Sl. No.	Description	Confirmation by Tenderer
1	EMD amount	
2	DD No. /Bank /Number	
3	Type of Aircraft required for each 160 MVA transformer	
4	Valid IATA registration/License	To be enclosed
5	Port of discharge to be used	
6	Details of Chartering/Ad hoc Chartering done by the Operator	Documentary evidence to be enclosed.
7	Aircraft availability date for the first Transformer	
8	Aircraft availability date for the second Transformer	

#### **B. CONTRACTOR DETAILS:**

Name and Address of Associate at Port of Discharge.  
(Experience of handling cargo at the Kabul/Bagram Airport to be enclosed along with Transportation orders executed in Afghanistan)

Name and address of Operator at Delhi.

#### **C. ROUTING DETAILS FOR THE AIR FREIGHTING:**

#### **D. PLAN FOR HANDLING AND TRANSPORTATION TILL SITE:**

- HAS THE ARRANGEMENTS FOR SUITABLE CRANES BEEN MADE--- YES/NO
- HAS THE ARRANGEMENTS FOR SUITABLE TRAILERS BEEN MADE – YES/NO
- HAS THE ROUTE SURVEY FOR TRANSPORTATION OF PKGS BEEN DONE – YES/NO

SIGNATURE AND SEAL OF TENDERER

**SECTION VI**

**FORMAT FOR PRICE BID FOR AIRLIFTING FROM DELHI  
(ALL RATES TO BE QUOTED IN INDIAN RUPEES. )**

- (a) Total lumpsum Freight charges for each 160 MVA Transformer Tank Inclusive of all the activities defined in the scope of work and War risk charges, Fuel surcharge, Screening charges, Carting charges and Any other additional charges  

\_\_\_\_\_
  - (b) Customs clearance charges for each Tank including all the handling as per the scope of work at Delhi.  

\_\_\_\_\_
  - (c) Total lumpsum charges overseas land transportation for each 160 MVA Transformer Tank Inclusive of all the activities defined in the scope of work  

\_\_\_\_\_
  - (d) Customs clearance charges in Afghanistan for each Tank including all the handling as per the scope of work.  

\_\_\_\_\_
- TOTAL((a)X2+(b)X2+(c)X2+(d)X2)** \_\_\_\_\_

**Non evaluation Schedules:**

- (a) Per Day Detention charges for Trailer and other equipments in case the Packages are not unloaded from the Trailers at Site beyond 3 days(free days)  

\_\_\_\_\_

**NOTE:**

- (a) The charges quoted above are inclusive of War risk charges, fuel surcharge, service charges, cartage charges, security charges, airway bill carrier (MCC) charges, handling charges levied by IATA, Airport Authorised charges levied by Kabul/Bagram Port etc.
- (b) The Charges are exclusive of local taxes e.g. Service Tax, VAT etc.The charges shall be paid as per actuals against the receipts in original.Incase of any of these expenditure in Afghanistan, the English translation of the receipts duly translated by authorised translators shall be enclosed with the claim.

SIGNATURE AND SEAL OF TENDERER

## SECTION VII

### **( Letter of compliance in Company's Letter Head )**

Date :

To,  
Sr Dy General Manager (MS)  
M/s Bharat Heavy Electricals Limited,  
15<sup>th</sup> Floor, World Trade Centre-1,  
Cuffe Parade, Mumbai –5

**Sub : Your Tender no RE/MUM/EXP/EA-801/**

Dear Sir,

With reference to your above tender, we have carefully read and understood the scope, terms & conditions of the Tender 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.

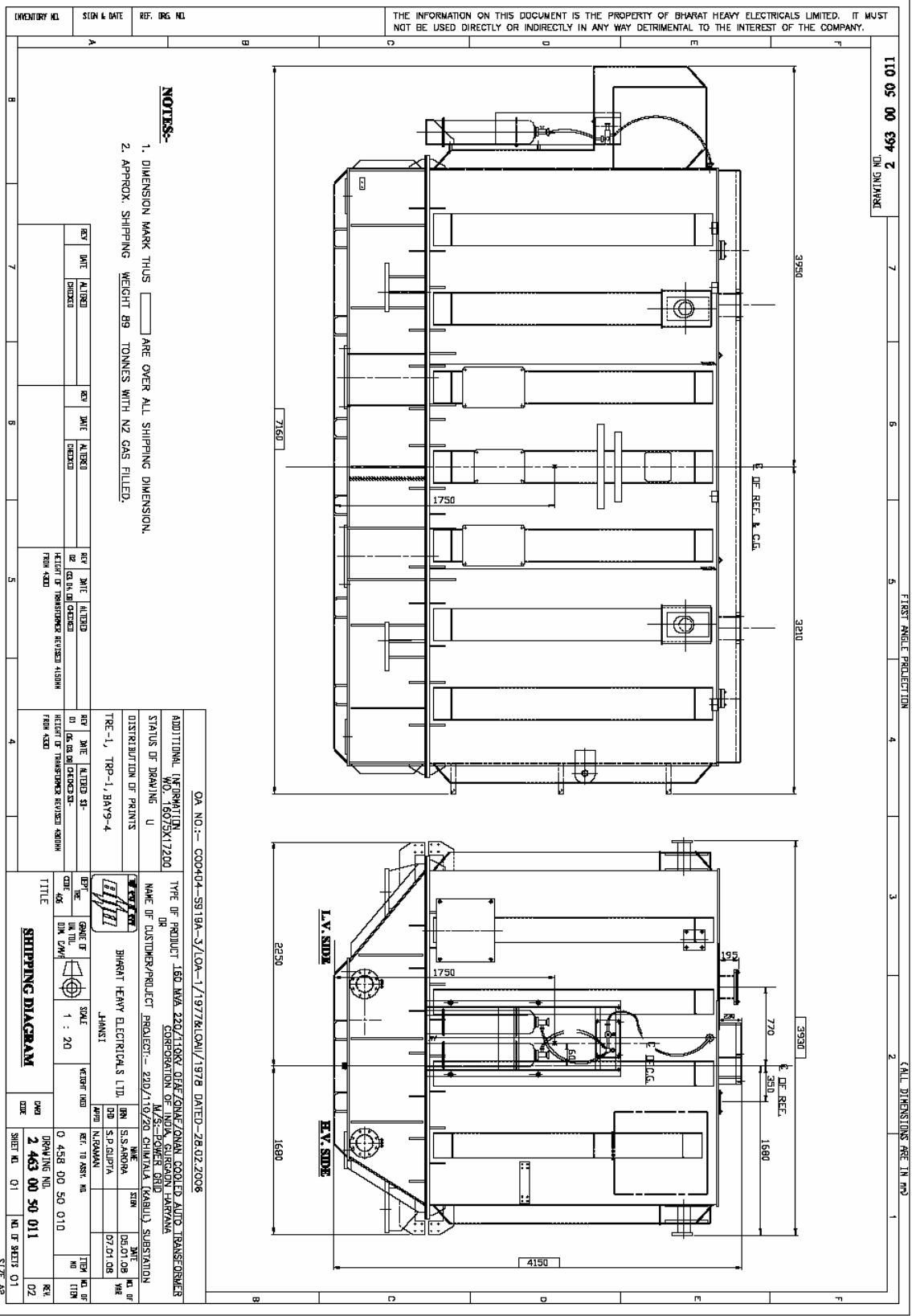
We have submitted the price bid in your price bid format only without any deviations/conditions.

**We also confirm that any deviations/conditions in the financial bid will not be entertained / considered by BHEL.**

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF BIDDER



DRAWING NO. 2 463 00 50 011

FIRST ANGLE PROJECTION

ALL DIMENSIONS ARE IN MM

THE INFORMATION ON THIS DOCUMENT IS THE PROPERTY OF BHARAT HEAVY ELECTRICALS LIMITED. IT MUST NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO THE INTEREST OF THE COMPANY.

- NOTES-**
1. DIMENSION MARK THUS  ARE OVER ALL SHIPPING DIMENSION.
  2. APPROX. SHIPPING WEIGHT 89 TONNES WITH NZ GAS FILLED.

REV	DATE	ALTERED	BY	DATE	ALTERED	BY	DATE	ALTERED
		CHECKED			CHECKED			CHECKED

<p>OA NO.:- C00404-SB19A-3/DA-1/1977&amp;DA/1978 DATED-28.02.2008</p> <p>ADDITIONAL INFORMATION NO. 6075X1200</p> <p>STATUS OF DRAWING U</p> <p>DISTRIBUTION OF PRINTS</p> <p>TRC-1, TRP-1, BAY-4</p>	<p>TYPE OF PRODUCT 150 MVA 220/110KV OIL/COOLANT COOLED AIR/D TRANSFORMERS CORPORATION OF INDIA, GURGAON HARYANA</p> <p>NAME OF CUSTOMER/PROJECT PROJECT:- 220/110/20 CHIMTA (KABUL) SUBSTATION</p> <p>BHARAT HEAVY ELECTRICALS LTD. JHANSI</p>	<p>SCALE 1 : 20</p> <p>VECTORS</p> <p>REF. TO ASST. NO.</p> <p>0 458 00 50 010</p>	<p>DATE OF ISSUE</p> <p>DATE OF ISSUE</p> <p>DATE OF ISSUE</p> <p>DATE OF ISSUE</p>
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**SHIPPING DIAGRAM**

DRAWING NO. 2 463 00 50 011

SHEET NO. 01

NO. OF SHEETS 01

SIZE A2