



No.RE/MUM/EXP/EA805
Date:24/05/08

To

M/S. _____,

Dear Sirs,

Sub: Tender Enquiry for Air freighting 234.5 MT of Transformer Accessories and Sub Stn Material 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 Multi Modal Transportation of Transformer Accessories and Sub Station Materials as defined in the scope of work from Delhi to Kabul 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

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|-----|------------------------------|---|--------------|
| (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 Section – VI and to be submitted in two separate sealed covers marked ‘Price Bid -1 and ‘Price Bid -2’. Both these Price envelopes should be kept in an envelope marked as Part –II (Price Bid).

Thereafter, the envelopes marked Part I & Part II should be kept in another envelope and must be sealed and labeled as “Tender Enquiry for Air freighting 234.5 MT of Transformer Accessories and Sub Stn Material to Kabul and further transportation till site near Kabul(EA 805)”

Bidders must submit the sealed envelope as above on or before 14.30 Hrs up to 04/07/08 in the tender box kept on 15th 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 04/07/08 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 to Kabul Airport in Afghanistan and delivered to Project Sites in Afghanistan. The main project site is located near Chintala 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 Aircraft. Documents confirming chartering may be enclosed.

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	BHEL ROD Mumbai 1.Mr Tej Prakash Sr DGM(EXPORT) Export Deptt. Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15 th Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra India	Ph No. 22180740 Fax No. 22180748 Email : tej@rmb.bhel.co.in
2	Shri A.K.Joneja Sr.DGM, C/O BHEL 220 kV Substation Near Khirki Village, Daultabad, GURGAON Mobile No: 09313905803	
3	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	Ph No. 009370051252
3	Terms of Delivery	To be transported up the sites delivery

SECTION – I

SCOPE OF WORK

All the Materials are being consolidated at 220 kV Substation near Khirki Village, Daultabad, GURGAON. The materials will be delivered at Delhi Airport by our Transporter. Certain materials may be delivered directly to Delhi Airport.

The scope of work covers the following:

1. Airlifting of cargo to Kabul Airport 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 5 days notice before arrival of the Aircraft along with ETD of the aircraft.
- e. Arrange for carting the Cargo (Transformer Accessories and Sub Stn Materials) in the Airport sufficiently in time before arrival of the aircraft and keeping the Materials ready for Airlifting. In case the Aircraft is arriving after 5 days of the Notice. Operator will have to arrange for reloading, transportation of the materials by arranging his own equipment to the Tarmac at Delhi Airport.
- f. Arrange for customs clearance of the materials 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 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 our storage area at Gurgaon to Delhi Airport, to ensure timely arrival of the Cargo.
- m. Load the packages into the aircraft without delay to avoid any extra financial/other implications on BHEL.
- n. Ensure timely arrangements of loading, shifting equipment to unload the packages from the Aircraft at Kabul 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 Cargo under the contract.
- p. The Cargo is 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.
- q. The contractor will ensure airlifting of maximum number of packages out of the list attached in each Aircraft. Such packages will be identified after verification of cargo available at our storage area. The same will have to be notified to us to prepare customs documents for airlifting each lot.
- r. The contractor will have to do the handling, customs clearance at Delhi airport for packages which are expected to be airlifted in each lot of airfreighting.
- s. Carry out all the required activities for carrying the cargo (after being handed over at Delhi Airport by BHEL to the Contractor) from Delhi to the site in Afghanistan without any financial implication to BHEL (other than as specified anywhere in the Para 1 – Scope of Work).

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

- a. Arrange for suitable crane and trailer for movement of Cargo to the sites.
- b. Arrange immediate movement of Cargo from Kabul 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 Cargo 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.
- f. The contractor will have to do all the necessary activities for import of Cargo at Kabul and their transportation till site as defined for the Cargo in the tender.

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 Cargo is air freighted immediately.**

Cargo Description:

As described below:

S.No.	DESCRIPTION	QTY	BOX SIZE	Max Box Wt. (approx.)	Total Weight in MT (approx.)	REMARKS	Probable date for material to reach Daultabad, Gurgaon
1	Lattice Structures * (Except LM structure)	138 MT	Bundle size max. 7 M x 1 M x 1M	4 MT	138	65 MT ready. Balance by end June 08	65 MT by 30.06.08. Balance by 15.07.08

2	245 kV Circuit Breaker	2	5660x1150x900 (For one no.)	800 KG	4.1	Likely to be despatched from Pune by 26.06.08	30.06.08
			5660x650x900				
			1050x1065x2470				
			1700x340x370				
			1100x1100x800				
			800x800x800				
			1250x900x2500				
			700x600x450				
			1000x750x1500				
			2200x1000x850				
3	123 kV Circuit Breaker	3	4070x1270x820 (for one no.)	1300 KG	8.1	Likely to be despatched from Pune by 26.06.08	30.06.08
			4070x810x820				
			5000x1065x1470				
			700x600x450				
			2385x490x580				
			1100x370x330				
4	DIGITAL PROT. COUPLER	2	2300x800x250 (for one no.)	250 KG	0.5	Ready for despatch by end June 08	07.07.08
5	EVENT LOGGER PANELS	2	2300x750x550 (for one no.)	400 KG	0.8	Despatch from Bhopal by 15.07.08	20.07.08 (Critical)
6	EPABX	1	260x142x242	3.5 KG	0.0035	Ready for despatch by end June 08	07.07.08
7	LT POWER CABLES (PVC)	1 Lot	7 Drums (One drum of Each size)	2.5 MT	17.5	Supplier to despatch by end June 08	07.07.08
8	LT Control Cables	1 Lot	6 Drums (One drum of each size)	2.5 MT	15	Supplier to despatch by end June 08	07.07.08
9	GI HW & Spring Washers	Full Qty	800x800x550	70 KG	15	Despatch by 24.06.08	30.06.06
10	Switchboards,/Junction box & receptacles	1 lot	800x800x550	50.3 KG	0.00503	Despatch by 24.06.08	30.06.08
			800x800x550	67.2 KG	0.00672	Despatch by 24.06.08	30.06.08
11	160 MVA Transformer Acc.	35 MT	Available with IO/ROD		35	Despatch by 24.06.08	30.06.08
12	Cable Glands	0.5 MT	800x800x550	70 KG	0.5	Despatch by 24.06.08	30.06.08
			TOTAL		234.52		

Readiness of Shipments:

As described in the packing list above.

Schedule of Shipments:

1. The successful bidder will have to monitor closely with BHEL and follow up for readiness of materials at Gurgaon and accordingly plan for each Airlifting to be done.
2. In case of any changes due to any failure of equipment en route, BHEL will notify the operator for rescheduling the aircraft without any financial implication on BHEL.
3. It is expected that appx 145MT of the cargo will get accumulated by 07/07/08. The shipments will have to be made from 15th July 2008 to 25th July 2008. The second and further Freighters will have to be arranged on immediate basis. The last freighter will be so arranged that the aircraft will carry to its capacity.
4. Inline with the details provided in the packing list, it is expected that maximum cargo can be air freighted on the freighters The balance cargo will be air freighted on regular Air Service to Kabul Airport from Delhi.
5. BHEL shall continue to operate on the ordered rate for subsequent air freighting for this project. The ordered rates are inclusive of Fuel Surcharge (up to the tender submission date i.e. due date of tender). In case of any revision in the Fuel Surcharge rate announced by the operating airlines after the tender submission date, the variation will be considered on production of Letter/notice from the airlines to this account. The financial implication on account of such variation will be worked out by multiplying the cargo wt with the variation in the rate.

Load Port: Delhi

Discharge / Destination Port: Kabul 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 2 months 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 including forwarding letter of the tender document along 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 805**' 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 805' with the seal and mark of the bidder.

The price offered shall be inclusive of all taxes (as on the due date of submission of the tender), 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.

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 TO AFGHANISTAN Tender No EA 805' 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 will be evaluated on the basis of the total price basis in the Price Bid -1 and Price Bid-2 separately. The order may be finalized on different parties for Freighter Cargo(Price Bid-1) and Other Cargo Rates(Price Bid-2).**
- 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 for receiving the cargo in Delhi. On receipt the same, 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 to BHEL.
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.
 - a. Cargo should be air lifted from Delhi Airport. The cargo must reach at destination within 10 days from the date of arrival and handing over at Delhi Airport. The cargo will be deemed to have been handed over to the Party on the day it has arrived at Delhi Airport.
 - b. 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 date of arrival of the cargo at Sites in Afghanistan. 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.
3. Billing by Operator should be done as per the work order rates, payment terms and conditions.
4. 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.
5. 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.
6. **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.

7. 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.

8. 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 through electronic transfer (RTGS) directly to your bank account., within 24 hours of receipt of Invoice from you after Cargo Loading on the Aircraft, These 24 hours would include atleast one working Banking Day. Your original Invoice shall be supported with HAWB/MAWB and certification from BHEL official present at the Airport that the cargo is loaded on board the aircraft.
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).
4. For the purpose of calculating the airfreight, the following shall apply:-
 - 1) 6000 cubic centimeters shall be deemed to equal one kilogram ($L \times W \times H/6000 = \text{Chargeable weight in Kgs}$)
 - 2) Freight rates shall be applied at the actual weight or the measurement unit weights whichever is higher.
 - 3) Fraction of kilogram or unit shall be rounded to the next higher half-kilogram or unit.

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", "CONTRACTOR" "CARRIER" "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 Even if the prices offered are inclusive of Taxes, the contractor will have to produce invoices showing the tax elements separately.

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.

4.4 In case of any revision in the Service Tax rates the same shall be considered.

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 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 Airlifting	
4	Tonnage to be carried in each Airlifting	
5	No of Sorties required for Airlifting the entire cargo as per Packing List	
6	No of Sorties planned with back to back airlifting of the cargo(Delhi – Kabul –Delhi)	
7	Valid IATA registration/License	To be enclosed
8	Details of Chartering/Ad hoc Chartering done by the Operator	Documentary evidence to be enclosed.
9	Aircraft availability date for the first Airlifting	
10	No Days required for arranging Aircraft after finalising the first Freighter after finalisation of order.	

B. CONTRACTOR DETAILS:

Name and Address of Associate at Port of Discharge.
(Experience of handling cargo at the Kabul 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 (PRICE BID-1)
FORMAT FOR PRICE BID FOR AIRLIFTING FROM DELHI
(ALL RATES TO BE QUOTED IN INDIAN RUPEES.)

- (a) Total lump sum Freight charges **for each Kg cargo** on Freighter or otherwise 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 Shipping Bill including all the handling as per the scope of work at Delhi.

- (c) Total lump sum per MT charges overseas land transportation for cargo airlifted in each aircraft Inclusive of all the activities defined in the scope of work (Min 1 MT rates will be considered in case the cargo airlifted is less than a MT)

- (d) Customs clearance charges in Afghanistan for MT cargo including all the handling as per the scope of work. (Min 1 MT rates will be considered in case the cargo airlifted is less than a MT)

TOTAL((a)X225000+(b)X20+(c)X225+(d)X20)

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 inclusive 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 VI(PRICE BID-2)
FORMAT FOR PRICE BID FOR AIRLIFTING FROM DELHI
(ALL RATES TO BE QUOTED IN INDIAN RUPEES.)

- (a) Total lumpsum Freight charges for each Kg cargo 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. Per Kg rate in Rs should be specified in the table below:

Min. Chgs (1)	- 45Kg (2)	45 to 99Kgs (3)	100 to 299Kgs (4)	300 to 499Kgs (5)	500 to 999Kgs (6)	1000 to 1999Kgs (7)	2000 to 3999Kgs (8)	4000Kgs & + (9)

- (b) Customs clearance charges for each Shipping Bill including all the handling as per the scope of work at Delhi.
- _____

- (c) Total lump sum charges overseas land transportation for each MT cargo airlifted in each aircraft Inclusive of all the activities defined in the scope of work (Min 1 MT rates will be considered in case the cargo airlifted is less than a MT)
- _____

- (d) Customs clearance charges in Afghanistan for each MT including all the handling as per the scope of work. (Min 1 MT rates will be considered in case the cargo airlifted is less than a MT)
- _____

TOTAL ((a(9))X9500+(b)X10+(c)X10+(d)X9.5) _____

Non evaluation Schedules:

- (b) 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:

- (c) **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.**
- (d) **The Charges are inclusive 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,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Sub : Your Tender no RE/MUM/EXP/EA-805/

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