



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

**Regional Operation Division, Mumbai**

14<sup>th</sup> Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone: 022-22171350, Fax: 022- 22187850.

**No.RE/MUM/EXP/E-1609**

**Date: 17/10/2016**

सेवा में,

एम \_\_\_\_\_

प्रिय मोहदय / महोदया,

**विषय: फ्युमिगेशन एजेन्ट की नियुक्ति के लिए निविदा**

भारत हैवी इलेक्ट्रिकल्स लिमिटेड एक उर्जा उपकरण विनिर्माण कंपनी है और इंजीनियरिंग माल को निर्यात करना चाहते हैं. आपको सबसे प्रतिस्पर्धीत प्रस्ताव निम्नलिखित शर्तों पर उपरोक्त विषय के परिवहन के लिए आमंत्रित करते हैं.

निविदा में निम्नलिखित शामिल हैं

- (1) सामान्य जानकारी
- (2) कार्य का क्षेत्र - खंड 1
- (3) निविदाकारों के लिए निर्देश - खंड 2
- (4) विशेष शर्तें - खंड 3
- (5) सामान्य नियम एवं शर्तें - खंड 4
- (6) तकनीकी वाणिज्यिक शर्तें -खंड 5
- (7) मूल्य बोली - खंड 6
- (8) अनुपालन पत्र - खंड 7

निविदाकारों को सलाह दी जाती है कि वो अपने सबसे प्रतिस्पर्धी निविदा , सभी तरह से पूरा और किसी भी डिक्लैरेशन के बिना जमा करें. निविदा पेशकश कि देय तिथि से स्वीकृति के लिए **एक महीने** के लिए वैध रहेगा. निविदा दो लिफाफों में जमा की जानी चाहिए " निविदाकारों के लिए निर्देश – खंड-II". तकनीकी प्रस्ताव में सभी आवश्यकताओं का पालन होना चाहिए. अगर किसी डिक्लैरेशन के साथ प्रस्ताव दिया जाता है तो अस्वीकार कर दिया जाएगा और निविदा की वित्तीय बोली नहीं खोली जाएगी ।

प्रस्ताव सील बंद लिफाफे के रूप में जमा करें. प्रस्ताव **24/10/2016** को **15.00** बजे से पहले हमारे कार्यालय में 15 वीं मंजिल पर रखा निविदा- बॉक्स में डालना चाहिए. निविदा में अगर आप भाग नहीं ले रहे हैं तो हमें कृपया खेद पत्र भेजे. सफल टेंडर्स कॉन्ट्रैक्ट के पूरा करने के लिए जिम्मेदार होगा.

तकनीकी वाणिज्यिक प्रस्ताव (भाग-I) दिनांक **24/10/2016** को **15.30** बजे टेंडर्स की उपस्थिति में खोला जाएगा. जिनकी तकनीकी वाणिज्यिक प्रस्तावों परिपूर्ण है उन्ही की वित्तीय बोली को खोली जाएगी

शुभ कामनाएं

भारत हैवी इलेक्ट्रिकल्स लिमिटेड के लिए

व अभियन्ता (निर्यात)

सहपत्र: अनुबंध के खंड -I से V II और सामान्य जानकारी.



भारत हैवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

**Regional Operation Division, Mumbai**

14<sup>th</sup> Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone: 022-22171350, Fax: 022- 22187850.

**No.RE/MUM/EXP/E-1609**

**Date: 17/10/2016**

To,

M/s \_\_\_\_\_  
\_\_\_\_\_

**SUB: Tender for appointment of Fumigation Services Agent.**

BHEL, a 'Maharatna' Company of Government of India, is engaged in the manufacture of equipment and other related services for Power generation, Industrial Products, Oil Drilling and Mass Transportation.

BHEL Exports cargo from various Mumbai to various overseas Sites/Companies.

BHEL invites tenders from Licenced/ Registered Fumigation Services Agent(s) for Fumigation Services of cargo.

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

- |     |                                     |                       |
|-----|-------------------------------------|-----------------------|
| (1) | <b>General Information</b>          |                       |
| (2) | <b>Scope of Work</b>                | - <b>SECTION - I</b>  |
| (3) | <b>Instruction to bidders</b>       | - <b>SECTION - II</b> |
| (4) | <b>Special Conditions</b>           | - <b>SECTION -III</b> |
| (5) | <b>General Terms and Conditions</b> | - <b>SECTION -IV</b>  |
| (6) | <b>Techno commercial Bid</b>        | - <b>SECTION -V</b>   |
| (7) | <b>Price Bid</b>                    | - <b>SECTION- VI</b>  |
| (8) | <b>Compliance Letter</b>            | - <b>SECTION -VII</b> |

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for one month for acceptance from the due date of tender. Tender should be submitted in two envelopes as stated in "Instruction to bidders - **SECTION - II**". The technical offer should comply with the all tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened.

Bidders must submit the sealed envelope as above on or **before 15.00 Hrs up to 24/10/2016** in the tender box kept on 15<sup>th</sup> Floor in our Office. 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 offers (Part I) shall be opened in presence of Bidders on **24/10/2016 at 15.30 Hrs**. The Price bids shall be opened after evaluation techno commercial offers.

**Thanking you,**  
Yours faithfully

For **BHARAT HEAVY ELECTRICALS LIMITED**  
Sr Engineer (Exports)

Encl: SECTION I to VII and General Information.

## GENERAL INFORMATION

Names addresses of the Contact Persons for this tender are:

Sl. No.	Name and Address	Phone Nos. & Email
1	<b>BHEL ROD Mumbai address:</b>  Mr. Sanjeev D Shikhare, Sr Dy. General Manager (Export)  Vishwa Chandan , Sr Engineer (Export)  Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15 <sup>th</sup> Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra India Ph No. 22180740 Fax No. 22180748	Ph No. 022- 22171301 Email : rodsds@bhel.in  Ph No. 022- 22171342 Email : vishwa.chandan@bhel.in
2	<b>Quantum Work</b>	The quantum of work for exports at Mumbai in the last one year from Oct 15 to Oct 16 is as given below 1. No of Export Shipments: 131 2. Export CBM : 1396 CBM However there no contractual obligation for quantum of work during contract period.

## **SECTION – I SCOPE OF WORK**

BHEL desires to appoint reputed Fumigation Agency for its Export cargo at either its nominated godown or at port of loading or on the Container or Truck at various ports both land & sea.

Detailed Terms & Conditions for such appointment are as follows:-

- i) The Fumigation Agent will depute his representative for carrying out necessary Fumigation.
- ii) The Fumigation Agent will make his own arrangements for entry into ports for official and equipments for carrying out the job inside ports as and when required.
- iii) The Fumigation Agent to ensure retrieval of equipments and man power without involvement of BHEL and their CHA. The Fumigation Agent to ensure their equipments are safe inside the port and BHEL will in no manner be liable for any loss/damage.
- iv) The Fumigation Agent to ensure adoption of practices of fumigation without harming surroundings including port labour by the way of fumigation or any other. The Fumigation Agent will be fully responsible for any or all claims if any arise out of the process being followed during fumigation.
- v) The Fumigation Agent should submit certificates of Phytosanitary Compliance (Standard ISPM-15) or any other acceptable Compliance acceptable in the international Trade.
- vi) The Fumigation Agent to ensure Stamping of all the wooden packages for compliance required as per relevant standards.
- vii) The Fumigation Agent to be present during customs examination for explanation of the Phytosanitary compliance carried out, if desired
- viii) The Fumigation Agent to co ordinate with the CHA for carrying out timely activities to ensure that there is no delay in going ahead with further processing of the cargo.
- ix) The fumigation work has to be certified by CHA representative at site that the fumigation has been done to the satisfaction of customs.

Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs.

If felt necessary the contractor may also be called upon to fumigate import Cargo of BHEL.

**SIGNATURE AND SEAL OF BIDDER**

## 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 per CBM rate and minimum charges per Package as desired by the Price Bid.
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 & EMD (please read the following SECTION carefully)**

- i. Bidders are required to fill up the details as per tender conditions 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. The documents as desired in the Qualification Criteria should be enclosed in this envelop.
- ii. The **EMD of Rs. 3025/- in favor of BHEL**, enclosed in an envelope, super scribed as "EMD for Tender ref: RE/MUM/EXP/EA-1609" must be enclosed in technical offer.. The offers without EMD will not be considered for evaluation .
- iii. This envelope should be clearly super scribed as '**Techno-commercial Bid Tender No RE/MUM/EXP/E-1609**' with the seal and mark of the Bidder.

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

- i. 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 super scribed as 'PRICE BID, Tender No.RE/MUM/EXP/E-1609' with the seal and mark of the bidder.
- ii. The price offered shall be inclusive of 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. Service tax shall be paid extra as per provisions.

#### **3) 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 Enquiry for Tender for appointment of Fumigation Services Agent(s) No.RE/MUM/EXP/E-1609 and addressed to the 'GENERAL MANAGER, BHEL, ROD, MUMBAI' and required to be submitted in tender box on 14<sup>th</sup> Floor on or before 24/10/2016.**

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

SIGNATURE AND SEAL OF BIDDER

### **SECTION-III**

#### **SPECIAL CONDITIONS**

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – IV.
- (2) **SECURITY DEPOSIT:** If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute “No Claim Certificate” in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, the amount of Security Deposit will be released to the contractor after deducting all costs , expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.

(3) **EVALUATION CRITERIA:**

**Price Bids would be evaluated on the basis of total cost by applying the rates given in price bid to quantum of work load specified in the price bid.**

(4) **Following documents shall be required:-**

- (a) Three sets (Original + 2 Copies) of Fumigation invoice in original.
- (b) Corresponding Export Invoice in triplicate.
- (c) Fumigation certificate in triplicate

(5) **PAYMENT TERMS**

Bills for fumigation done from 1<sup>st</sup> to 15<sup>th</sup> of every month shall be consolidated and sent on 16<sup>th</sup> of every month.

100 % of the charges shall be paid within 20 days of the submission of invoices as desired above. Service tax will be paid extra as per the provisions.

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

- (6) BHEL reserves the right to cancel the tender without assigning any reasons for the same.

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.
- 1.11** Contractor shall ensure that their staff maintains maximum efficiency and decorum and discharge their duties in a manner commensurate with our culture. Under no circumstances indiscipline and inefficiency will be tolerated. In case it is found that their staff are indulging in misbehavior or indiscipline or theft or sleeping on duty or forgery or involving in any act; which in BHEL opinion, will cause disturbance, industrial relations problems, reduction of production/plant efficiency, indiscipline, immorality, loss or damage to the personnel/property/equipments etc. belonging to BHEL business

associates, then BHEL reserve the right to expel such person(s) of their staff without reference to Service Provider. Contractor shall be advised of such an action and then Contractor shall promptly replace such person(s) and ensure the work is not affected in any way. Under no circumstances their staff will be construed to be our employees directly or indirectly to which Contractor agree.

- 1.12 Contractor shall provide competent supervisor to supervise the total job and ensure that all the jobs are completed in time without any delays.
- 1.13 Contractor are required to provide supervisors cum coordinators who shall be responsible for execution of assignment allotted, taking care of statutory concessions, organising uninterrupted jobs, handle labour relation & discipline at site, take care of accident cases. These supervisors cum coordinators shall be technically qualified & competent to effectively & efficiently carry out the aforesaid duties.
- 1.14 Contractor shall ensure that the personnel deputed at our site are duly trained and proficient in their job. Also, they must be properly screened and cleared by taking recourse to verification of their antecedents and meeting of stipulated requirements.
- 1.15 Contractor shall issue uniforms, safety shoes and other safety appliances and identity cards to their personnel and shall provide them with all statutory benefits and welfare measures that are required under law. Contractor shall produce us on demand evidence of such measures of benefits/measures which are supposed to give to their personnel. Service Provider shall maintain all records pertaining to their personnel. BHEL shall not be liable or responsible under any circumstances for injury or death of their personnel at site. Contractor shall take suitable insurance cover for this and make us co-beneficiary of the policies. Contractor undertake to pay all their personnel by 7th of every month. To ensure adequate performance as required for this agreement, Contractor shall exercise adequate supervision and control. The supervisor to be deputed by Contractor shall be authorised by Contractor to take all decisions that are required to be taken at site arising out of the scope of work in the plant including industrial relations.
- 1.16 Contractor shall be responsible to maintain all the property, equipments given to Contractor for rendering the services in good order. Reasonable wear and tear shall be accepted. However any loss or damage made to these due to reasons attributable to Contractor shall be made good by Contractor at their risk and cost or the cost for the same shall be recovered from their bills.
- 1.17 Either party will claim on the other at any point of time any consequential damages including but not limited to loss of profit, loss of goodwill, etc.
- 2.0 Issue of Notice:** The Operator shall furnish the name, designation and addresses of his Operators/associates at Mumbai, All complaints, notices, communications and references shall be deemed to have been duly given to the Operator, if delivered to the Operator or his Operator/representative.
- 3.0 Commencement of Work:** 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 Payment Terms:**
  - 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 payments shall be made through RTGS/NEFT. The contractor would be required to submit bank details for receiving the payments.
- 4.3 In case the, TDS is not applicable, the contractor 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, and Material & Environment:** 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 Laws Governing the Contract:** 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.
- 9.0 Indemnity:** 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.
- 10.0** The agent shall ensure that the Fumigation inline with the latest requirement placed by relevant authorities.
- 11.0 Security Deposit:**
- 11.1 Successful bidder shall submit 5% of the total contract value as security deposit within Three days of issue of LOI for the contract. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit

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

- a. Cash (as permissible under the extant Income Tax Act).
- b. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL .
- c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- e. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

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

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

11.4 The security deposit shall not carry any interest.

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

## **12.0 Requirements Of Performance**

12.1 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.

12.2 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.

12.3 Fumigation Services Agent(s) shall be responsible and accountable to BHEL for proper safety, care, handling and storage of cargo while it is in their custody or control and or that of their agents.

**13.0 Force Majeure:** Both OPERATOR 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.

**14.0 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. Head ,ROD, 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.

#### **15.0 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.

#### **16.0 Earnest Money Deposit**

16.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

16.2 EMD of the Bidder will be forfeited if:

- 16.2.1 After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- 16.2.2 The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract
- 16.2.3 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

EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

16.3 EMD of successful bidder will be adjusted towards part of the security deposit.

16.4 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.

16.5 EMD shall not carry any interest.

#### **17.0 Discrepancy In Words & Figures: Quoted In Offer**

17.1 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

17.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

17.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 20.1 and 20.2 above.

17.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

**18.0** 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 [www.bhel.com](http://www.bhel.com).

**19.0** 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 [www.bhel.com](http://www.bhel.com) on "supplier registration page".

**20.0** 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 (2 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure I where deemed validity of EM II certificate of 2 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 I incase of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-Procurement Portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer

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

#### 21.1. 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.

#### 21.2. Commitment by Bidder/ Supplier/ Contractor:

21.2.1. 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.

21.2.2. 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.

21.2.3. 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.

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/ contractor as per extant guidelines of the company available on **www. bhel.com and/or under applicable legal provisions**"

SIGNATURE AND SEAL OF BIDDER

## SECTION-V

### TECHNICAL BID

Sr. No	Description	Remarks
1.	<b>EARNEST MONEY DEPOSIT:</b> The Bidders, shall submit tenders with interest free EMD as per tender conditions by way of DD/Pay Order of Rs 3025/- in favour of 'BHARAT HEAVY ELECTRICALS LIMITED as part of the Technical Bid'. <b>Offers without EMD shall not be considered</b>	Details
2.	Status of the Bidder: Private Limited / Public Limited / Partnership etc (Bidder structure /Management Hierarchy chart with Contacts and owners details).	To be specified
3.	Any other relevant information which Contractor may like to give about the company:	To be specified
4.	Name of the CEO of the bidder / service provider	To be specified
5.	Location of various offices with contacts	To be specified
6.	Price has been quoted on firm and fixed basis during the contract agreement period	Agreed
7.	<b>Agent's address at Mumbai</b>	To be specified
8.	<b>PAYMENT TERMS:</b> As Specified in special condition.	Agreed
9.	<b>INDEMNITY:</b> OPERATOR shall keep BHEL indemnified of all 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
10.	<b>ARBITRATION:</b> As Specified in special condition.	<u>Agreed</u>
11.	<b>FORCE MAJEURE:</b> As Specified in special condition.	<u>Agreed</u>
12.	<b>VALIDITY:</b> The contract shall remain valid for one year from the date of issuance of LOI <b>with a provision for extension by another one year at the sole discretion of BHEL.</b>	Agreed
13.	<p><b>CANCELLATION OF THE CONTRACT:</b> BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract.</p> <p>If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Contractor 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 CONTRACTOR under the contract.</p>	Agreed

	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.	
14.	<b>GOVT.RULES &amp; REGULATIONS:</b> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc.	Agreed
15.	<b>RISK PURCHASE:</b> In the event of failure of CONTRACTOR to Fumigate the consignment offered to them, BHEL reserves the right to use alternative source at their risk and cost and extra expenditure incurred if any shall be borne by the CONTRACTOR. CONTRACTOR shall ensure that the Fumigation is done as and when requisitioned.	Agreed
16.	Valid Certificate of Registration of Fumigation agency from Ministry of Agriculture. Provide Latest detail	Agreed & enclosed
17.	Valid Service tax registration. Provide Latest detail	Agreed & enclosed
18.	Must have Experience Certificate/LOI/Purchase order of any Government Company/Any Exporter received in last 3 years. Provide details	Agreed & enclosed
19.	Agent has to ensure that fumigation is as per Plant Quarantine department of Govt.of India	Agreed & enclosed

Seal of the Company  
& Date

Signature & Name of Shipping Agent

## SECTION-VI

### PRICE BID FORMAT No.RE/MUM/EXP/E-1609

Sl. No	Description	Rate ( in Rs)
(1)	<b>Rates Schedules inclusive of all as mentioned in scope of work.</b>	(4)
<b>Sch. 'A'.1</b>	Wooden package Fumigation charges (Minimum Charges) per S/Bill	
<b>Sch. 'B'.1</b>	Wooden package Fumigation charges per CBM	

#### **Note:**

1. The rates to be quoted should be per CBM basis irrespective of the weight.
2. The rates to be quoted should be inclusive of all charges and should be consolidated one for Fumigation and providing Phytosanitary Certificate. No extra charges viz. documentation, conveyance, etc. However service tax will be paid extra as per the provision.
3. Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs.
4. Calculation of total price will be as per evaluation criteria in section III clause no. 3.
5. Quantum of work executed in last one year is 131 number of shipping bills consisting total of 1396 CBM. Evaluation of vendors will be done on this load and their quoted rates only. However there is no contractual obligation/commitment of load will be applicable during execution of this contract.
6. If fumigation charges as per CBM rate exceeds the minimum charges as per "Sch A 1" for particular shipment the charges will be paid as per CBM rate.

**Sign and Seal of Authorised Signatory**



**SECTION – VII**

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

Ref No:

Date:

To,

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/E-1609**

Dear Sir,

With reference to your above tender, we have carefully read and understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

In view of the above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by BHEL while finalising the Tender.

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions.

In case, any deviation is observed in the financial bid the same is not be entertained / considered by BHEL.

Thanking you,

Yours faithfully,

Name/Signature of the signatory  
Stamp.