

**TENDER FOR CANCELLATION OF LUT BONDS OF EXPORT PROMOTION CAPITAL GOODS
(EPCG) AT VARIOUS CUSTOM HOUSES in MMR**

TENDER NO: RE/MUM/IMP/BC/EPCG/2024-01



DATE OF ISSUE

: 16th February 2024

LAST DATE OF SUBMISSION

: 22nd February 2024 @ 1000 Hrs

No. RE/MUM/IMP/BC/EPCG/2024

Date: 16.02.2024

M/s _____

Dear Sirs,

Sub: Tender for Cancellation of EPCG bonds at various Mumbai Custom Houses.

BHEL, a Government of India undertaking, a “Maharatna” Company catering to the core sectors of the Indian economy viz Power, Industry, infrastructure etc. invites you to participate in the above tender.

BHEL invites offers from Custom Brokers/Custom House Agents for **cancellation of EXPORT PROMOTION CAPITAL GOODS (EPCG) at various Customs houses located in MMR**. The tender comprises of

- | | |
|---|-------------|
| 1. Scope of Work | Section I |
| 2. Instruction to bidders | Section II |
| 3. Essential criteria for Technical Qualification | Section III |
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| 5. General Terms and Conditions | Section V |
| 6. BHEL Rate Schedule and Price Bid | Section VI |
| 7. Compliance Letter | Section VII |

Important Details of the Tender:

Sn	Name and Address	Phone Nos. & Email
1	BHEL ROD Mumbai Ms Mrinalini Gupta Mr. Satish Parkar Bonds & Compliance Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 15th Floor, World Trade Centre, Cuffe Parade, Mumbai - 400005	Phone No. 7259176677/022 22171332 Email : mrinalini@bhel.in Phone No. 9892332525/022 22171344 Email : parkar@bhel.in
2	Locations of Customs Houses where Cancellation of EPCG bond is to be done	1. NCH, Ballard Estate Mumbai 2. JNCH, Nhava Sheva 3. Air cargo complex Sahar 4. Mulund CFS
3	EMD Amount	NIL
4	Time Limit for offer	22 nd February 2024 @ 1000 hrs.
5	Last Date of Submission of Offer (2 Bid)	22 nd February 2024 @ 1000 hrs.

GUIDELINES FOR OFFER SUBMISSION:

1. The offer is to be submitted in Hard Copy format from all vendors in two-part bid system and same can be sent to our company address in sealed envelope format. The bids to be submitted in two separate envelopes as Technical and Price Bid.
2. Bidder shall clearly mention Tender Reference No (RE/MUM/IMP/BC/EPCG/2024), bidder name and type of bid (Techno Commercial Bid or Price Bid) on top of both envelopes.
3. Price Bid must be submitted in the prescribed format in section VI, price bid submitted in any other format will be rejected.

Tender should include

- (I) Part-1 – Techno Commercial Bid.
Should be submitted as per guideline provided.
- (II) Part-2 – Price Bid
Should be submitted as a per guidelines.
Format of price bid must not be changed.

GENERAL INFORMATION

BHEL Mumbai office coordinates with various manufacturing units of BHEL for custom clearance of imported goods from various countries. BHEL Imports goods (viz) Raw materials, Components, consumables and spares for Equipment's used during setting up of utility power plants, Mega Power projects, fertilizer projects, nuclear power projects, irrigation, Hydro Projects, Captive Power Plants, Petroleum Refineries etc under different schemes of concessional Custom duty, one of scheme used is as under.

- Import under License registered under EPCG

For the above scheme, BHEL is submitting LUT Bonds when the Licenses are registered at the New Custom House located at Ballard Estate Mumbai, Air Cargo Complex Sahar, CFS Mulund and JNPT Mumbai.

BHEL desires to appoint ONE agency for Cancellation of the above Bonds at Customs House located at Ballard Estate Mumbai, CFS Mulund, Air Cargo Complex Sahar & Nhava Sheva.

SECTION – I**SCOPE OF WORK**

The Contractor / Customs Broker will have to cancel EPCG bonds registered at various Customs Houses and carry out all the activities required as per the detail scope of work.

1. Coordinate closely with the BHEL/Customs and ascertain the documents required for cancellation of LUT bonds.
2. The contractor shall act as Customs Broker for BHEL at Custom Houses for cancellation of Bonds.
3. The scope of work does not include customs clearance of the cargo.
4. The Contractor will be required to perform all duties as prescribed under Customs Act 1962 and Customs Broker Regulations 1984 and as amended from time to time.
5. Trace custom files and records if found necessary at the concerned department dealing with EPCG.
6. The Contractor will collect documents, letters from the BHEL offices in Mumbai. Immediately on receipt of documents from BHEL the contractor shall verify completeness of all the documents and shortcoming, if any, must be pointed out for necessary action by BHEL.
7. All system/register entries at Custom Houses related to bond cancellation, if any to be completed in all respect wherever required, if any.
8. Taxes & duties as applicable on Customs Broker services will be paid extra. TDS will be recovered as per provision of Income Tax Act.
9. **Time Period for Cancellation of EPCG Bonds: 45 Working days**

For cases 10 years older, additional 15 days will provided to enable the contractor to search bond in the customs. The age of cases will be calculated from the date of licence / bond registration in customs. Time period will start from the **day after handing over the full set of documents**. The start date shall be reckoned with from the date of Last Input from BHEL.

10. Load Pattern:

Sr. No	EPCG bonds	Total
1	5	5

Load figure are provided in the above table. The load pattern given is tentative which will be used for evaluation of the tender. The actual load pattern to be followed under the contract may, however differ at the time of execution. BHEL does not guarantee the load pattern.

11. No observation from whosoever will be entertained once the application is submitted to customs and it will be responsibility of contractor to satisfy the customs in all respect with regards to bond cancellation and ensure the letter of bond cancellation is done in the specified time period allowed for cancellation.

12. Contractor will carry out all the necessary activities at each customs house required for bond cancellation.
13. **Penalty for Delay in Cancellation of Bonds:** The delay beyond the allotted time period shall attract a penalty of 0.5% per week pro rata on the charges for a bond cancellation to maximum 5% of the charges for bond cancellation of that particular bond. Such penalty shall be recovered while releasing the bill amount of the contractor.
14. In very old cases where desired documents are not easily traceable, BHEL can provide undertaking based on which contractor shall arrange bond cancellation.
15. Detailed Instructions, terms and conditions are covered in Section II, III and IV & V of Tender document. Bidders are requested to carefully read these sections.
16. If "Alert" are placed in Custom House for Bond cancellation for those bonds which are already submitted to Agency/Customs and not cancelled, then it will be responsibility of the contractor to remove the "Alert".

A. Period of Contract:

1. The period of Bond Cancellation contract will be for **six months** from the date of LOA with the provision for further extension up to six months at same rates and condition with mutual consent with the contractor and BHEL, provided the load figure (No. of bonds) is not exhausted within six months of placement of LOA. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for three more months.
2. BHEL reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, the contractor shall not be entitled for any compensation by reason of such termination.
3. The Contractor must give minimum 01-month notice in writing if he wishes to discontinue the awarded work.
4. If at any time during the currency of the contract, the contractor fails to render all or any of the service required under the scope of work satisfactorily in the opinion of the Company, whose decision shall be final and binding on the contractor, the company reserves the right to get the work done by other parties or departmentally at the contractor's risk and cost.
5. In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, the company shall have the right to terminate the contract forthwith. In case any of the contractor's company/firm becomes insolvent the contract shall automatically stand terminated.
6. The contractor shall not split or transfer to any other party any part of the contract during the tenure of the contract. However, in case of suspension of CHA license/ any adverse demand/ Notice from the customs/ port authorities/ BMC / any other Agency due to which BHEL's work is getting affected, the Contractor can utilise or have interim arrangements of other CHA licence to complete the partially processed documents of BHEL by Contractor. However, the other CHA, used by the Contractor,

shall have no financial implication on BHEL. The entire responsibility will remain on the Contractor.

7. In the event of Agent backing out/not performing as per the contract suitable action will be taken by BHEL. Additionally, future business of such de-faulting Agents will be suspended with BHEL as per company policy.

SIGNATURE AND SEAL OF TENDERER

SECTION II

INSTRUCTIONS TO BIDDERS

B. GUIDELINES FOR OFFER SUBMISSION:

1. The offer is to be submitted in Hard Copy format from all vendors in two-part bid system and same can be sent to our company address in Sealed Envelope format. The bids to be submitted in Two separate envelopes as **Technical and Price Bid**.

2. Bidder shall clearly mention Tender Reference No (RE/MUM/IMP/BC/EPCG/2024), bidder name and type of bid (Techno Commercial Bid or Price Bid) on the envelope.
3. BHEL is not responsible for late receipt of offers due to any reason.
4. Price Bid must be submitted in the prescribed format. Price Bid submitted in any other format will be rejected.
5. Bidder will be solely responsible for submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
6. Bidders are advised to go through the tender document fully before submitting their offers.
7. It shall be responsibility of the contractor that their agents ensure proper working in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
8. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
9. The offers will be evaluated on the basis of the total price basis.
10. The tender documents comprise the 02 parts as following: -
 - I. Part-1 – Techno Commercial Bid.
Should be submitted as per guideline provided.
 - II. Part-2 – Price Bid
Format of price bid must not be changed.

SIGNATURE AND SEAL OF TENDERER

SECTION III

EVALUATION CRITERIA:

1. Offers of Parties who qualify in the Essential Criteria and Technical Bid will only be considered for evaluation.
2. BHEL reserves the right to Negotiate with L1 bidder.

Load figure (No of Bonds) are provided in the Price Bid. The load pattern (No of Bonds) given is tentative which will be used for evaluation of the tender. The actual load pattern to be followed under the contract may, however may differ at the time of execution. BHEL does not guarantee the load pattern. The load Pattern envisaged/estimated for next six months is enclosed shown in the price bid.

SIGNATURE AND SEAL OF TENDERER

SECTION IV

FORMAT FOR TECHNO- COMMERCIAL BID

Offers of parties not meeting the below will be rejected.

Sn	Description	Remarks
1.	Bidder must have an average annual turnover not less than INR 7,290/- for the last 03 Financial years Last 03 FY shall be read as FY 2020-21, 2021-22 & 2022-2023.	CA certificate having UDIN/ Audited balance sheets inclusive of P&L Statement.
2.	Bidder must submit experience of having successfully executed "Custom House Agent" contract in the last 7 years (ending last day of month previous to the one in which the tender is floated) as under: (a) Three contract of value not less than INR 9,720/- each or (b) Two contract of value not less than INR 12,150/- each or (c) One contract of value not less than INR 19,440/- each	Copy of contract(s)/ Work order along with satisfactory completion/Execution certificate from customer in respect of these Contracts. Details of the customer with email and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.
3.	Must submit proof for having cancelled EPCG Bonds	vender may submit proof of cancelled bond copy / completion certificate by customer etc. Same will be verified from the issuing authority by BHEL.
4.	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 Company web site www.bhel.com . Bidder to submit below self – certification: "We have not been Suspended for business dealing by BHEL and we do not engage services of any banned firms available on www.bhel.com."	A self-certification should be submitted by the bidder indicating compliances. Date to be mentioned on certificate.
5.	The Bidder should not have been referred to NCLT/DRT or declared 'INSOLVENT' by any Statutory Authority. Bidder to submit below self- certification: "We have not been referred to NCLT/DRT and Interim Resolution Professional (IRP) has not been appointed for initiating insolvency proceedings by NCLT/DRT as on date of publication of NIT".	A self-certification should be submitted by the bidder indicating compliances. Date to be mentioned on certificate.
6.	<i>The Bidder is required to state the following on company letter head:</i> "We certify and confirm that we are not related party as per the provisions of Companies Act, 2013 with regard to Related Party Transactions as on the publication of the NIT. We confirm we have gone through the latest list of Directors, Key Managerial Personnel and Joint ventures/subsidiaries that is available in the company web site."	A self-certification should be submitted by bidder. Date to be mentioned on the certificate

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Cancellation of Legal Undertaking bonds

7.	Party must have office in Mumbai	Name, address of office, Tel. No. of office, Fax No. and Email ID for correspondence
8.	Company Details: PAN Number & GST Registration	Self-attested Copy to be provided
9.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid to be duly signed and stamped on each page is to be submitted.	To be submitted
10.	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be submitted	On Letter Head to be submitted
11.	PAYMENT TERMS: As Specified in the tender.	Agreed
12.	Valid CHA Licence certificate from the customs	Self-attested Copy of certificate to be provided
13.	INDEMNITY: Agent 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
14.	VALIDITY: The period of Bond Cancellation contract will be for six months from the date of LOA with the provision for further extension up to six months at same rates and condition with mutual consent with the contractor and BHEL, provided the load figure (No. of bonds) is not exhausted within six months of placement of LOA.	Agreed
15.	RISK PURCHASE: In the event of failure of CONTRACTOR to execute the contract offered to them within 30 days, 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.	Agreed
16.	We have understood the scope of work and accordingly have quoted the prices in the price bid schedules. No other charges will be paid.	Agreed
17.	GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor	Agreed

SIGNATURE AND SEAL OF TENDERER

SECTION V

GENERAL TERMS AND CONDITIONS

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

- A. BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
- B. "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" where the context so requires.
- C. "SITE" shall mean the place or places, including Project store at which the Cargo/ service / equipment are to be delivered and services are to be performed as per the specification of this tender.
- D. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, LOI, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications, the Special Specifications and LOI (if any).
- E. 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 Work Order.
- F. "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.
- G. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- H. "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.
- I. "VALIDITY OF THE CONTRACT" The period of Bond Cancellation contract will be for **six months** from the date of LOA with the provision for further extension up to six months at same rates and condition with mutual consent with the contractor and BHEL, provided the load figure (No. of bonds) is not exhausted within six months of placement of LOA. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for three more months till all the activities specified therein are completed in all respects to the satisfaction of BHEL.

- J. "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.

1.0 COMMENCEMENT OF WORK:

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

2.0 INVOICES AND PAYMENTS

- 2.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 2.2 The contractor will have to generate the invoice for the cancelled bond after submitting all documents to BHEL.
- 2.3 The payment will be made within 30 days of submission of commercially clear invoice after adjusting penalty. Immediately after the Bond is cancelled the following documents shall be returned back to BHEL and acknowledgement obtained from BHEL representative
- a. Cancelled Bond in original or Original letter issued by Customs in lieu of the cancelled bond.
 - b. Original Import License along with requisite documents – List of goods, condition sheet, original debit sheet / copy of License if original license was not handed by BHEL for cancellation. (These are normally handed over back by Customs Dept. after Bond cancellation)

While submitting Bills for payments, copy of the acknowledgement obtained from BHEL representative shall be attached along with Bill / Invoice as proof for Bond cancellation.

- 2.4 The GST will be paid separately if applicable. GST elements shall be shown separately in the invoice.
- 2.5 The charges for LUT Bond cancellation shall be paid in Indian Rupees.
- 2.6 Payment of the charges for bond cancellation will be made by BHEL by NEFT against the bill submitted with all documents.
- 2.7 GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor

3.0 Time Limit for Submission of Bills

- 3.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (3) three months of such service. If he does not prefer claim within the said period,

he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

- 3.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (3) three months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months' period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 3.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval BHEL.

4.0 RISK PURCHASE:

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

- 4.1 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the security deposit.
- 4.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 4.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

5.0 OBSERVANCE OF LOCAL LAWS:

- 5.1 The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 5.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable/levied on account of any of the operations connected with the execution of this contract.
- 5.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

6.0 FORCE MAJEURE:

The following shall amount to force majeure conditions: -

- 6.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Bidder has no control.(Covid).
- 6.2 If the Bidder suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the Bidder to BHEL within 14 days from the date of occurrence thereof.
- 6.3 The Bidder by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 6.4 Force Majeure conditions will apply on both sides.
- 6.5 Contract has to be executed in the prevailing situation of COVID 19. No condonation of delay/ transit penalty on grounds of COVID 19 will be entertained. Execution has to be done in its stipulated time frame in the existing conditions only.

7.0 PREVENTION OF CORRUPTION:

- 7.1 Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- 7.2 BHEL shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favor or disfavor to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with BHEL.

8.0 SETTLEMENT OF DISPUTE

- 8.1 Except as otherwise specially provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the GM/ROD of BHEL subject to a written appeal by the Bidder to GM/ROD whose decision shall be final to the parties hereto.
- 8.2 Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

- 8.3 If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause below.

9.0 ARBITRATION & CONCILIATION:

- 9.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Conciliation Clause herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of ROD issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of BHEL ROD issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of BHEL ROD issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.
- 9.2 The Arbitrator shall pass a reasoned award.
- 9.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi/Mumbai. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 13.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.
- 9.4 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
- 9.5 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.
- 9.6 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.
- 9.7 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the

performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

10.0 CONCILIATION:

- 10.1 If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

- 10.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-C. The Annexure-C together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein.

- 10.3 The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Annexure-C from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure-C with effect from the date as intimated by BHEL to it.

- 10.4 If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

11.0 LAWS GOVERNING THE CONTRACT:

- 11.1 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.

12.0 INDEMNITY:

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

13.0 Security Deposit:

- 13.1 Successful bidder shall submit 5% of the total contract value as security deposit within the 05 working days (excluding bank holidays) of issue of LOA for the contract.
- 13.2 Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- 13.3 Electronic Fund Transfer to be credited in below bank account of BHEL
NAME: Bharat Heavy Electricals Limited
Bank & Branch: State Bank of India, Cuffe Parade Branch
Account No: 10783155482
IFSC Code: SBIN0005345
- 13.4 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 13.5 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)
- 13.6 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)
- 13.7 Insurance Surety Bonds

(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)

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.
- 13.8 In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.
- 13.9 At least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work. Balance of the Security Deposit will be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 13.10 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.
- 13.11 The security deposit shall not carry any interest. (Note: Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will be subject to hypothecation or endorsement on the documents in favor of Company. However, Company 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).
- 13.12 Securities / BG's shall be released after three (3) months of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract. Contractor has to provide No Claim Certificate in BHEL prescribed format for return of security deposit. Contractor has to return properties belonging to Company

taken, borrowed or hired by him for carrying out the said works, the amount of Security Deposit will be released to the Bidder after deducting all costs, expenses and other amounts that are to be paid to Company under this or other contracts entered into with the Bidder. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.

14.0 RESTRICTIONS ON RELATED PARTY TRANSACTIONS:

- 14.1 As per the definition, 'Related Party' includes a public or private company in which a BHEL director is a director or a company, which is holding, subsidiary or Associate Company (which includes a joint venture company) of BHEL. As per the Rules, a director or Key Management Person (KMP) of the holding company or their relative shall also be deemed to be a related party.
- 14.2 As per these provisions, no company shall (except with the consent of Board of Directors) enter into any contract or arrangement / specified transactions with a related party. As per the notified rules, in respect of a company having paid up capital of Rs. 10 crore or more or in respect of specified transactions, the company shall not enter into contract or arrangement/ specified transaction without the prior approval of shareholders, by special resolution. However, nothing in the section shall apply to any transaction entered into by the company in its ordinary course of business which have been entered on 'Arm's Length Basis'. The expression 'Arm's Length Basis' has been defined to mean a transaction between two related parties that is conducted as if they were unrelated, so that there is no conflict of interest.
- 14.3 Bidder are requested to ensure compliance with provisions of Companies Act, 2013 with regard to Related Party Transactions.
- 14.4 Bidder may refer company website for list of Director and KMP Joint Venture Companies/Subsidiaries
- 14.5 Firms related to/ owned by spouse or family members of company employees:
- 14.6 If any relationship of company employee is /develops with the partners/owner of the firm, the concerned firm should suo moto declare the relationship in his bid.

15.0 DISCREPANCY IN LANGUAGE, WORDS & FIGURES: QUOTED IN OFFER

- 15.1 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.
- 15.2 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
- 15.3 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 13.1 and 13.2 above.
- 15.4 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.

- 15.5 If there is no provision in the tender for quoting in words, then only figures should be mentioned.
- 15.6 In case of discrepancy in understanding the text in NIT, English text will be considered as final and correct.

16.0 REQUIREMENTS OF PERFORMANCE.

- 16.1 All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident en-route and consequences therefore including legal complications, if any.
- 16.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

17.0 SERVICE DURING POST CONTRACT PERIOD:

- 17.1 It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (inclusive of extended period, if any) for (3) three months or till alternate arrangements are made, whichever is earlier.

18.0 CONSTITUTION OF THE FIRM

- 18.1 The bidders, who are the constituents of a Firm, Company, Association/or cooperative Society, must enclose notarized/ attested copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership-deed. Co-operative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.
- 18.2 The cancellation/modification of any documents such as Power of Attorney, Partnership-deed etc. shall forthwith be communicated to BHEL in writing, failing which BHEL shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 18.3 BHEL may recognize changes in Power of Attorney and related documents after obtaining proper legal advice.
- 18.4 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address. If the tender application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender.
- 18.5 If the tender application is submitted by a Limited Company, it shall be signed by its Managing Director or by a duly authorized person holding the Power of Attorney for

signing the tender document, in which case a certified copy of the Power of Attorney shall accompany the tender document. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as Memorandum and Articles of Association of its existence with the tender document.

19.0 CHANGE IN BUSINESS/LOAD PATTERN:

In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from BHEL on this account.

20.0 SUBLETTING NOT ALLOWED

The contractor shall not sublet, transfer, or assign the contract or any part thereof. In case the contractor contravenes this condition, BHEL shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him.

21.0 GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS'

- 21.1 The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at BHEL website www.bhel.com. The link for the same is available at http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealingswith-Supplier-issued-Sept13_abridged.pdf

22.0 BHEL FRAUD PREVENTION POLICY

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

23.0 OFFER VALIDITY

Offer submitted will be valid for 45 days from the date of opening of Bids.

24.0 MSE suppliers:

The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity, along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. **No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before price bid opening.** If the tender is to be submitted through E-procurement then the documents above required Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "

Tender No. RE/MUM/IMP/BC/EPCG/2024

Cancellation of Legal Undertaking bonds

Copy of valid Udyam registration or Udyog Adhaar Memorandum will also be considered for MSMEs. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before price bid opening.

For MSE vendors getting award-

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

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

SIGNATURE AND SEAL OF TENDERER

SECTION VI

PRICE BID FORMAT

We are ready to do the work on rate quoted by us (Mention in words also) (No decimal to be quoted)

Service Charge for Cancellation of LUT Bonds submitted to customs in MMR. The scope of activities are as defined under scope of work of the tender					
Sn	Type	Estimate Load (No of Licenses / PCs)	Unit	Charges per Bond Cancellation Rate in Rupees	Final Charges as per Estimate Load in Rupees (=3 x 5)
1	2	3	4	5	6
1	EPCG License LUT Bond	5	Per bond cancelled		
Total Price (Total of 6)					

Note:

1. No other charges will be payable other than above charges.
2. Evaluation will be done on total price.

SIGNATURE AND SEAL OF TENDERER

SECTION VII

(Letter of compliance on Company's Letter Head)

Ref No:

Date:

To,

Addl General Manager (B&C)
M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai -5

Sub: Your Tender no RE/MUM/IMP/BC/EPCG/2024

Dear Sir,

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

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

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

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

I/We agree to furnish any other information / produce any record for inspection as may be required by the competent authority or an officer duly authorized by the competent authority of Bharat Heavy electrical Limited.

I affirm that the particulars given are true to best of my knowledge and belief.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF BIDDER