

2021

BHARAT HEAVY ELECTRICALS LIMITED SOLAR BUSINESS DIVISION, BENGALURU TENDER DOCUMENT

Name: P K Pandit

Designation: Dy. Manager/WCC

BHEL- SBD, Bengaluru



SOLAR BUSINESS DIVISION,
Bengaluru - 560 012

TENDER
DOCUMENT
(PART – A)
Vol. I

NOTICE INVITING TENDER

BHEL/ SBD (A Govt. of India Enterprise) invites Tender for engaging a Contractor for “Frame Work Agreement / Rate Contract for Appointment of Custom House Agents (CHA) for a period of 1 year.”

1. The enquiry has been floated through e-procurement and offers shall be accepted through e-procurement only. BHEL shall neither entertain offers through hard copy nor provide any due date extension on account of the same. Interested vendors who do not have login ID and password are requested to register themselves on <https://eprocurebhel.co.in> through “Online Bidder Enrolment” link available on the portal.
2. Class III, SHA2 2048 BIT – Signing & Encryption, Digital Signature Certificate (DSC) is required for bidders for authentication purpose (log in and bid submission). Vendors, who do not possess the DSC, are requested to obtain the same. The procedure for obtaining DSCs is detailed in the “Seller Manual” available on the above-mentioned website.

Tender reference No: 120560R01

For all clarifications/ issues related to the tender, please contact:

(i) Commercial:

Mr. P K Pandit, Dy. Manager / Works Engineering Contract, BHEL-SBD,

Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012

E-MAIL: pkpandit@bhel.in

Ph. No. +91-080-2218-2221 Or

Mr. P C Baro, SDGM / Works Contract Cell, BHEL-SBD,

Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012

E-MAIL: pradipcbaro@bhel.in

Ph. No. +91-080-2218-2142

(ii) Technical:

Mr. Himanshu Kumar Naik, Dy. Manager/ MM

BHEL-SBD, Prof CNR Rao Circle, IISc Post, Malleswaram, Bengaluru- 560 012

E-MAIL: himanshun@bhel.in

Ph. No. +91-080-22182261



SOLAR BUSINESS DIVISION,
Bengaluru - 560 012

TENDER
DOCUMENT
(PART – A)
Vol. I

TENDER DOCUMENT

PART – A

VOLUME - I

1.	GENERAL INFORMATION
2.	SCOPE OF WORK
3.	ELIGIBILITY CRITERIA
4.	PRICE VARIATION CLAUSE
5.	PAYMENT TERMS
6.	ANNEXURES



**SOLAR BUSINESS DIVISION,
Bengaluru - 560 012**

**TENDER
DOCUMENT
(PART – A)
Vol. I**

1.	General Information	
1.1.	Tender Reference Number:	120560R01
1.2.	Tender Name:	“ Frame Work Agreement / Rate Contract for Appointment of Custom House Agents (CHA) for a period of 1 year.”
1.3.	Tender System	Single Stage, Two Part Bid Part – A: Techno-Commercial & PQR Part – B: Price Bid
1.4.	Tender Type	Service Contract
1.5.	Estimated Value of Contract	Not Applicable
1.6.	Duration of Contract	01 year
1.7.	Qualifying Requirement	As per NIT Terms & Conditions
1.8.	Earnest Money Deposit to accompany Tender	Rs 95,357 /- in the form of a crossed Demand Draft/EFT favoring BHEL-SBD, Bengaluru. If submitted through DD, the DD in original should reach to the office of undersigned within 7 days of Part A bid opening. EXEMPTION FOR MSME / NSIC/Startups.
1.9.	Security Deposit	5% of the contract value
1.10.	Cost of Tender documents	NIL
1.11.	Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.12.	Pre- BID Meeting	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.13.	Last date for Issue of tender documents	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.14.	Last date for submission of tender doc	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.15.	Date and time of opening of Tender (Part-A)	As per Enquiry / RFQ / Notification on www.bhel.com & https://eprocurebhel.co.in
1.16.	Tender Submission Place	Online at https://eprocurebhel.co.in
1.17.	Tender Opening Place	Online at https://eprocurebhel.co.in
1.18.	Dealing Officer (For any Clarifications)	Pradeep Kumar Pandit, Dy. Manager – Works Contract Cell Contact No.: 080-2218-2221 Email: pkpandit@bhel.in P C BARO. SDGM – Works Contract Cell Contact No.: 080-2218-2142 Email: pradipcbaro@bhel.in
1.19.	Revers Auction	“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”
2.	SCOPE OF WORK	
2.1.	Frame Work Agreement / Rate Contract for Appointment of Custom House Agents (CHA) for a period of 1 year. Details as per Annexure –I.	
3.	ELIGIBILITY CRITERIA	
3.1.	<u>PRE-QUALIFICATION CRITERIA</u>	
3.1.	The following Pre-Qualification Criteria (PQR) shall be required:	
	S.NO.	Documents
		Description



**SOLAR BUSINESS DIVISION,
Bengaluru - 560 012**

**TENDER
DOCUMENT
(PART – A)
Vol. I**

	1	License for Custom Clearance	CHA must possess a valid License for customs clearance at Bangalore, issued by the appropriate authority in his/Company's name. Copy of same shall be enclosed along with offer.
	2	Full Fledge Office & Staffs located at Bangalore	CHA should have full-fledged office in Bangalore with sufficient strength of manpower. Relevant documentary proofs & organization structure to be enclosed along with offer.
	3	Experience	Working experience in executing CHA service in any of preceding 7 years for ; (i) Single contract value of not less than ₹45.01 Lakhs (Inc. GST) or (ii) Two Contracts value of each not less than ₹28.13 Lakhs (Inc. GST) or (iii) Three Contracts value of each not less than ₹ 22.50 Lakhs (Inc. GST) Relevant copies of work order copies to be attached. Bidder shall submit requisite documentary evidence such as attested copy of award letter/contract and also completion/performance certificates of previous works executed with aforesaid criteria, properly indexed along with offer. Bidder shall submit details of experience i.e., jobs executed, jobs in progress. All values are inclusive of Taxes / GST.
	4	Annual average Turnover	₹ 16.88 Lakhs (Inc. GST) during the last 3 financial years (FY 2017-18 , 2018-19 & 2019-20) Audited Balance sheet and profit& Loss account OR Turn over Certificate from Chartered Accountant to be enclosed for the FY 2017-18, 2018-19 & 2019-20.. Note: If Audited Balance sheet and profit& Loss account OR Turn over Certificate from Chartered Accountant available for FY 2020-21 same to be submitted, accordingly TO calculated for last 3 years.
3.2.	The bidder shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.		
3.3.	There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. During the course of work, if any such information comes to light, the contract may be terminated.		
3.4.	The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.		
3.5.	In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.		
3.6.	If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.		
3.7.	Start-ups registered with DIPP are exempt to fulfill the criteria of minimum turnover and minimum years of experience.		
4.	PRICE VARIATION CLAUSE: Not Applicable		



**SOLAR BUSINESS DIVISION,
Bengaluru - 560 012**

**TENDER
DOCUMENT
(PART – A)
Vol. I**

5.	PAYMENT TERMS
5.1.	The CHA will be required to raise the bill for the services rendered in the form prescribed by the company from time to time. The bills will have to be raised serially for each Docket/Bill of Entry after all the packages contained in the Docket/Bill of Entry are dispatched to the destination as per the Company's instructions. Payment shall be within 45 days from the date of receipt of materials at EPD.
5.2.	GST will be reimbursed to the contractor after the contractor pays GST, files return and submits a proof of the same to BHEL. GST TDS will be done @ 2%. Income Tax TDS will be done as applicable.
6	Annexures
6.1	Detailed Scope of Work – Annexure -I
6.2	<u>QUESTIONNAIRE-</u> Annexure –II.
6.3	<u>CHECKLIST</u> – Annexure III
6.4	<u>ANNEXURE – IV TECHNO-COMMERCIAL BID APPLICATION</u>
6.5	Unpriced BID and HSN / SAC Codes - Annexure V
6.6	PPP-MII Format- Annexure -VI
6.7	Deviations Sheet- Annexure VII
6.8	Border Sharing format



ANNEXURE – I: SCOPE OF WORK

SCOPE OF WORK AND OTHER CONDITIONS

1.0 ROLE OF AGENT

The CHA shall act as Customs House Agent for BHEL in BIAL / ICD. The scope of work shall include Clearing, Forwarding and Transportation of packages of such imported materials to EPD Stores, unloading them (wherever required).

The CHA will be required to perform all duties as prescribed under Customs Act 1962 and Customs House Agents Regulations 1984 and as amended from time to time. The Agent shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Airport Authority, Port Trust, Customs, DGFT, insurance and other concerned agencies for clearance and carriage of goods by Air / Sea.

2.0 FILING OF DOCUMENTS

Preparation and filing of all necessary documents with the Customs, Insurance Company, Airlines, Post Office, etc. for clearing and forwarding of consignments arriving at Bangalore on time shall be the responsibility of the CHA.

CHA should file B/E at Customs immediately. CHA would be responsible to collect Dak/ DDs/any other document for urgent work on specific requirement.

3.0 TIMELY CLEARANCE

The CHA will be required to effect clearance and despatch of all consignments in the shortest possible time after their arrival and in any case before the Last Free Date (LFD) fixed by Customs Authorities. In case any CFS does not give any free day/days AND agent has cleared the Cargo within the specified time schedule (given below), ground rent/demurrage will be borne by the Company subject to furnishing the documentary evidence.

Clearance of consignments at the earliest is the essence of contract and the CHA shall take all measures in advance for ensuring the same.

The CHA shall arrange for the prior assessment of bill of entry no sooner the Manifest (prior entry) is filed by the Carrier's agents in the customs. The CHA shall utilize the facility of prior assessment of B/E without waiting for filing of Manifest, as per the relevant regulations, Public Notices, etc.

The CHA will be fully responsible for prompt finalization of Bill of Entry/Shipping Bills including examination and out-of-charge. The examination of goods by Customs, including first check examination, is to be got done promptly. All the queries of the Customs, at any stage, are to be attended to and satisfactorily replied without any delay. Any hold-up for want of documents etc. should be promptly brought to the notice of company or its representative in writing.



**SOLAR BUSINESS DIVISION,
Bengaluru - 560 012**

**TENDER
DOCUMENT
(PART – A)
Vol. I**

Following Schedule of Clearance in number of days has to be strictly followed by the CHA after handing-over last input/documents by the Company to them.

S.N.	Activity	At ICD	At Airport
A	Import clearance both Home consumption and Ex-bond B/E under DEEC (including TRA)/Project Imports (including TRA)/ Power certificate/Adhoc exemption certificate including Power certificate bond procedure	4	3
B	Bonding under section 59 / 69 (including Docks / Warehouse clearance	5	4
C	In the event of Late Noting under section.48 (additional time)	1	1
D	In case of OBL/BRO received after B/E completion, duty paid/ ADF/IDF done (obtaining final D.O. which also includes multiple console D.O., if any) (additional time)	4	3
E	Computer Registration of DEEC License / ADVANCE License / EPCG license /TPS license / SFIS / EPCG License	4	3

Last input/documents are, such as Invoice / final MOA / PO (PI) application (in case of PI clearance/ Technical write-up / catalogue (if applicable) specification (if applicable) / mill test certificate (if applicable) / explanation to Customs examination order / resolving classification or notification dispute.

Any other input / documents BHEL is expected to provide and not covered above.

Major import clearance activities include –

- Collection of freight bills, IGM / item from shipping company
- Noting of B/E / Advancing of B/E
- Processing of B/E for customs formalities assessment, audit, DC clearance, ADF/IDF, TR6 Challan/Challans.
- Preparation and notarizing of all types of bonds required for clearance
- Customs duty payment
- Payment to forwarders, obtaining final delivery order, etc.
- Payment to CFS / ICDs, “S” form formalities
- Completion of customs examination at BIAL / ICDs and obtaining out of charge and final B/E print-outs
- Despatch of cargo to EPD
- Processing of first check, wherever called for
- Chemical composition checks, if required



(l) Activities related to bonding of consignments

(m) All other related activities in the process of customs clearance of goods.

Time is the essence of the contract and CHA shall make all endeavours to complete the activities in time as given above.

However, certain delays which are beyond the CHA's control, they may arrange the documentary proof in the following cases for demurrage/container detention/ground rent/ storage charges/TSC charges/warehousing charges.

- 1) EDI system non-functioning for noting of B/E and assessment and further processing delay of said B/E - suitable record in this regard to support the issue required.
- 2) Customs server down.
- 3) in case Customs EDI system not functioning leading to hold-up in getting out of charge report, the report copy to be enclosed along with the review for verification of data.

Any delay beyond the specified period given above will be on account of CHA and recovery for additional detention /demurrage/storage/warehousing charges and any other charges for the period beyond the specified period shall recovered from the pending bills of the CHA.

4.0 Payment to be made by CHA:

4.1 All payments per AWB/Bill of Lading/docket excluding the following shall be made by CHA.

- (a) All freight charges to console agents
- (b) All customs duty payments
- (c) Handling and warehousing charges.

To enable the company to make immediate payment against (a) & (c), CHA is required to furnish the following:

- (i) The Freight bills are to be collected well in advance of the landing of consignment and submit the same to BHEL in time to avoid any delay in clearance proceedings for want of timely payment.
- (ii) In respect of customs duty payment for SEA shipments, the CHA has to inform the duty in advance to the company for preparing pay order and making it available to the CHA in time to avoid any delay in customs duty payment

and clearance.

- (III) In respect of customs duty payment for air imports, BHEL-EPD shall be giving rolling advance of 10 Lakh from which such payment can be directly made without waiting for Pay Order/DD. In case of 'E-payment of customs duty, relevant data may please be furnished to BHEL for effecting duty payments.
- (IV) In addition to Customs Duty, handling/Warehousing charges, etc. can also be directly debited to the above advance.



- (v) The expenditure like demurrage, wharfage, etc. can also be directly debited from such advance.
- (vi) **In case there is any new work/Additional work of similar nature, the rates shall be derived from the nearest rates from the finalized rate against BOQ with mutual agreement between BHEL and CHA.**

5.0 CORRECT DUTY PAYMENT

The CHA will be fully conversant with customs classifications and proceed to make correct duty payment on behalf of the company immediately on receipt of documents from the company.

In case of any clarifications or additional information is required from the Company, the same shall be promptly brought to the notice of company or its representative in writing and obtained expeditiously.

In case customs authorities do not agree with the classifications or notification benefits obtained initially by the CHA on behalf of the Company, the same shall be brought to the notice of the Company or its representative before assessment and further action will be taken as per the instructions of the company.

In case of excess duty is paid due to lapses on the part of the CHA, the amount so overpaid may, solely at the absolute discretion of the Company, be recovered from the outstanding bills of the CHA. The recovered amount will be refunded when and to the extent, the overpaid amount is refunded to the company by the customs.

Similarly, if any penalty and/or fine is imposed by customs authorities due to lapses on any or one of the above, the amount of penalty and/or fine levied may, solely at the absolute discretion of the company, be recovered from the outstanding bills of the CHA. However, if such fine and/or penalty is subsequently waived or reduced by customs authorities, the amount refunded to the company by the Customs would be paid back to the CHA.

6.0 CORRECT PAYMENT TO OTHER AGENCIES

The CHA shall ensure correct and timely payments, such as, customs duty payment, DO charges, warehouse / storage charges, on behalf of the company including charges paid through BHEL to other agencies. In case any wrong payment or excess payment is made by the CHA to such other agencies, CHA will be fully responsible for the same and will have to make good the losses suffered by the company on this count. The company will recover such amount (including interest, if any) from the outstanding bills of CHA. However, if such fine and/or penalty or excess payment is subsequently waived or reduced or refunded by other agencies, the amount refunded to the company by them would be paid to the CHA.

7.0 SUBMISSION OF ORIGINAL BILLS OF ENTRY & OTHER RELATED DOCUMENTS

The CHA would send back the original bills of entries (Duplicate & Triplicate), TR6 Challan & other related documents (as applicable), immediately under separate covering letters in the formats to be specified by the company but not later than one week from the date of clearance. In the event of failure of CHA to comply with the above, the same will be viewed seriously by the Company and appropriate action as deemed fit will be taken by the Company.



8.0 PHYSICAL CLEARANCE

The CHA shall arrange expeditiously clearance of goods from Bangalore Airport/ICD including payment of all statutory and mandatory dues to these authorities and completion of customs examination, upto their loading in vehicles to EPD. CHA to handover B/E copy to Transporters' representative / driver at the time of despatch. If need arises, CHA will arrange for partial shifting of cargo / consignment / partial despatches to Company's units/Sites immediately, as directed by the Company's representative.

The CHA shall check consignment with respect to invoice, packing list, and AWB copy and ensure correctness of the same before clearance. In order to ensure that there is no pilferage or loss of small valuable packages, the CHA shall arrange with BIAL the storage of such packages immediately on discharge in cages provided by the sheds.

For air consignments also, the CHA shall make all efforts to trace the packages expeditiously. If the packages are not traceable, the Agent will make log entry as per the prevailing rules and procedures.

9.0 SHORT-LANDED OR DAMAGED GOODS

It shall be the responsibility of CHAs to give notice of loss within seven days from the landing of goods to the Carriers, Airport authorities/ICD/CWC and Underwriters for non-delivery / short delivery / losses / damages of the packages / bundles / boxes / drums / loose items, etc. found from the consignments assigned to them for clearance at the Dock/Airport/ Post office at the time of taking over the delivery and/or within the prescribed time limit after taking over the delivery. It is to be ensured by CHA that all such intimations are given within the prescribed time limit. In time barred cases, the loss sustained by the Company shall be to the account of the CHA.

It shall be the responsibility of the CHA to ensure that the Non-delivery certificate (NDC) and/or Landing Remarks Certificate (LRC) are obtained from the Airlines authorities/ICD/CWC within the time limit prescribed for settlement of the claim with the Carriers/Underwriters and submit the same to the company's carriers and Underwriters for settlement of the claim.

In case these certificates are not obtained by the CHA within the prescribed statutory period, they should inform our Underwriters in writing for obtaining extension of the time limit from the concerned authorities. After the formal application for extension of time limit has been made by the CHA to the carriers, they shall pursue the matter and obtain the short-landing or non-delivery certificate and submit the same to EPD. All formalities that may be required to realize the claim shall be undertaken by the CHA.

In case of goods specified by the Company and in case of apparent damages, the CHA will apply for survey by Carriers, Port authorities, Underwriters, etc. (including insurance survey) within 48 hours of landing of goods at BIAL/ICD and obtain the survey report.

If any loss or damage is apparent, the CHA shall lodge claim on the Carriers, Customs, etc. respectively for any theft, breakage, loss, damage or deterioration of material found at such survey within the time limit prescribed as per the Carriers Act. In no circumstances, the goods will be cleared without survey, if they are in doubtful condition or have been specified by the Company. If the Goods/Consignments are cleared without survey by CHA at that time, if loss/damage to Goods/Consignments is noticed, the



agent shall be held responsible for the same. The surveyor's fees of Company's appointed insurance surveyor shall be borne by the company

10.0 LOADNG AND DESPATCH

The CHA shall be responsible for unloading and loading of consignments and ensure that there is no loss, shortage, deterioration or damage to such consignments. The CHA will ensure that damaged cases are repacked properly before despatch as per the instructions of the Company.

Loading and unloading other than BHEL EPD works, is in the scope of CHA only.

- 11.0 The CHA shall transport the imported cargo to EPD. The transport conditions including any specific requirements during its transportation shall be intimated by the company and CHA shall ensure its compliance. During such transportation, the CHA will continue to be responsible for ensuring the safety of the materials.

The CHA shall ensure that all cargo taken into transportation are safely covered or physically covered by tarpaulins and take such measures as may be necessary to prevent damage to consignments received in packed or unpacked condition due to rains and natural hazards or physical handling.

12.0 CLAIMS

CHA shall lodge and pursue the following claims till final settlement in respect of consignments cleared by them.

- a) Duty drawback claims in respect of export shipments.
- b) In case of short-landing, the short landing certificate and customs certificate will have to be obtained immediately, but not later than the specified time limit, by the Agent.

13.0 CUSTOMS DUTY / ADVANCE AMOUNT

The CHA will submit monthly statement from Air India SATs and Menezies Bobba Aviation indicating all the amounts debited as per the format specified by the Company, separately in respect of the advance amount.

- 14.0 The CHA will submit their bills for each Docket/Bill of Entry indicating the Docket No., P.O. number, flight/vessel details within 15 days of the clearance of consignments / shipment as per cl. 2.0 under Section-B of the Tender. Bills shall be submitted for all dockets along with the following documents.

IMPORT:

- (1) Copy of B/E with examination order on the reverse side of Bill of Entry (manual B/E) and examination report on EDI B/E.
- (2) Customs endorsed copy of B/L or AWB
- (3) Customs endorsed copy of packing list or invoice cum packing list, wherever applicable.
- (4) Receipt for all statutory/mandatory payments made to the Government agencies.
- (5) Original vouchers / receipts in support of claims for reimbursement (in case the originals have been submitted earlier, copy of the same should be enclosed).



(6) Copy of Customs examination order (if applicable)

(7) Copy of customs out of charge (if applicable)

(8) Customs notice / circular, if any

No bill will be processed for payment by the Company unless the above requirements are fully complied with. DEMURRAGE / STORAGE / TERMINAL SERVICE CHARGES/GROUND RENT/ AIR WAREHOUSING / CONTAINER DETENTION CHARGES.

The demurrages, warehousing charges and container detention charges levied for reasons solely attributable to Company shall be borne by us. Similarly, if these are levied for reasons attributable to CHA, the same shall be recovered from the bills of the CHA. In all cases, the explanation of the CHA will be examined by the Company and payment of the bills will be made after recovery, if any, on account of the failure on the part of the CHA.

In cases, where demurrage explanations are not given, it will be assumed that the CHA has no explanation to offer and the Company shall arrange for recovery of demurrage on account of failure on the part of agents in whole from the pending bills as per the merits of the cases. The decision of the company in determining the amount, if any, recoverable from the CHA shall be final and binding on the Agent.

15.0 PHOTOCOPYING

The CHA will arrange for the required number of additional copies of all documents on their own. No additional charges would be payable on this account except to the extent of lump-sum charges specified in the rate schedule.

The CHA would send one full size photocopy of the B/E to the Company on the next working day of the payment of duty/ADF.

The CHA would also handover a photocopy of the relevant B/Es to each truck/trailer carrying company/s imported goods.

16.0 GOODS & SERVICE TAX

Taxes and Duties as applicable from time to time on CHA services will be paid extra.

17.0 MAINTENANCE OF RECORDS

The CHA shall maintain the following records:

- 17.1 Account of consignments cleared, handled, forwarded and transported. These records shall be furnished to the company at such intervals and in such a manner as the company may demand from time to time.
- 17.2 Register / Computerized record of bills of entry filed by them.
- 17.3 A refund register / computerized record for refund of customs duty paid in excess in regard to short landing claims.
- 17.4 A bill of import documents i.e. bill of entry, S form, invoice and bill of lading.
- 17.5 A copy and register of other documents like drawback claims, etc.



17.6 Records of advance account in respect of customs and BIAL / ICD.

18.0 REPORTS

The CHA would also send the following periodical reports as per the formats to be provided by BHEL.

S.N.	REPORT	FREQUENCY
01	Daily status report of pending consignments	Daily by 24 hours
02	Daily report of customs duty paid	Daily by 24 hours
03	Daily report of consignments cleared and sent from Airport / ICD	Daily by 24 hours
04	Daily report of demurrage / air warehouse charges incurred on consignments cleared	Daily by 24 hours
05	Monthly report on consignments cleared during the previous month with complete particulars against each docket	Before 5 th of every month

19.0 PERFORMANCE OF SUCCESSFUL CHAs DURING THE COURSE OF CONTRACT WILL BE CONSTANTLY MONITORED AND CHAs WHO ARE NOT UPTO THE MARK WILL NOT BE ELIGIBLE FOR FUTURE CONTRACT.

20.0 LIST OF FACILITIES:

(A) MATERIAL HANDLING FACILITY

S.N.	Name of equipment	No. of units	Kind of make	Capacity	Age & condition	Present location	Remarks

21.0 TRANSPORTATION

CHA should have transportation facilities for transportation from BIAL to EPD and ensure that the materials reach EPD before 3.30 PM on week days and before 11AM on Saturdays.

22.0 Volumetric Weight:



Contractor can claim bill for any docket on volumetric weight or actual weight whichever is higher, provided the dimensions of packages are mentioned in the airway bill/ delivery Challan / invoice / packing list / RDA. Volumetric weight shall be calculated at the rate of 8 kg., per cft.

It can cover single or multiple packages as per dockets / relevant documents.

24.0 Approval for deploying Special type vehicles:

Prior approval is required for sending shipment in a special chartered vehicles other than defined.

This will applicable for odd size packages having less weight.

25.0 Extension of the Contract:

EPD reserves the right to extend the contract up to one year with existing rates at the time of expiry of contract with same terms and conditions.

26.0 Jurisdiction:

The jurisdiction in respect of any dispute arising out of this contract shall be that of the court situated in Bangalore city only.

Remarks: Please refer applicable BOQ under Annexure-V for detailed activities.



Annexure - II

Technical Commercial Bid [Part – A]

QUESTIONNAIRE

A. DATA TO BE FILLED BY THE TENDERER

Note: The question with mark 'M' is Mandatory

1. Name in Full under which :
The Tenderer is trading [M]
2. Address of the Official :
Premises [M]
 - a) Office
 - b) Works
 - c) Godown
3. Telephone No. [M] with email address
 - a) Office
 - b) Works
 - c) Residence of Partner / Proprietor / Director
4. Registered as: Public Limited Company/Private Limited Company / Proprietary Company [M] (Strike whichever is not applicable)
5. Names & Address of Partners/Directors if any:
 - i)
 - ii)
 - iii)
6. Material handling Facility details:
7. Number of Employees working:
8. Office details:
 - i. Area in sq ft
 - ii. Open or closed
 - iii. Owned or rented
 - iv. Security arrangement
9. Please furnish the following: Registration Nos. (Copies of certificates to be necessarily enclosed)
 - a) Shops & Establishment Act Registration No.
 - b) Service Tax Registration No: [M]
 - c) GSTIN no [M]:
 - d) PAN No: [M]:
 - e] CHA license ref: [M]
10. a) Has your Firm been assessed: from Tax Authorities?
Please enclose latest Tax Assessment Certificate) for a period of 3 years.
b) Has your Firm been assessed: from Income Tax Authorities?
(Please enclose latest Income Tax Assessment Certificate) for a period of last 3 years.
11. Banker's Name & Address :



12. Your Annual: Financial “Turn Over” during the last 3 years in the similar lines of Works [M]
2017-18
2018-19
2019-20
13. a) Experience of having: successfully completed / undertaken similar works during previous 3 Years [M]
b) Names of Clients to whom CHA services rendered [M]:
14. Earnest Money Deposit DD details: [M]
a) Bank Draft No. and date :
b) Banker Name :
c) Amount taken : ₹95,357 /- []
15. [M] we give our acceptance to render service as per tender specifications: Yes/NO
16. [M] We hereby give our declaration that we have read the Tender completely and understood the same:
Yes / No
- Please enclose the copies of applicable Registration Certificates for the above.
17. Please give the details of documents enclosed to your offer which include applicable Registration certificates and other necessary documents to support your techno commercial bid.
- i]
ii]
iii]
iv]
v]
vi]
vii]
18. Details of Relatives employed in BHEL, Name Designation and Unit - Clause 3.5
i] relative1-----
ii] relative2.....
iii] relative2.....

I / We hereby certify that to the best of my/our knowledge, the particulars furnished above are true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

I / We also agree to keep the validity of our Quotation for acceptance for a period of 2 months from the date of opening of the price bids.

Date: _____
Place: Signature of the Tenderer

NAME
DESIGNATION:



TECHNO-COMMERCIAL BID

ANNEXURE - III

CHECK LIST TO BE SUBMITTED ALONG WITH OFFER

SL NO	DETAILS	ACCEPTABILITY
1	OFFER VALIDITY 90 days (To indicate the period of validity)	
2	EMD DETAILS [DD attached]	Yes / No [EMD ref.]
3	CHA LICENCE CERTIFICATE	ENCLOSED/NOT ENCLOSED
4	TERMS OF PAYEMENT (BHEL standard payment terms within 45 days)	ACCEPTABLE/NOT ACCEPTABLE
5	TAXES APPLICABLE (Whether indicated in the offer) indicated value	YES/NO
6	REVERSE AUCTION	YES/NO
7	OFFICE FACILITY	AVAILABLE /NOT AVAILABLE
8	TRANSPORT	OWN/HIRED
9	GODOWN	OWN/HIRED
10	PRICE SHEDULE	COMPLETED/ PARTIALLY COMPLETED
11	NUMBER OF EMPLOYEES/PERSONS IN THE ORGANISATION	
12	CUSTOMER REFERENCE LIST	ENCLOSED/NOT ENCLOSED
13	MATERIAL HANDLING FACILITY (Attach details)	AVAILABLE /NOT AVAILABLE
14	OFFICE PREMISES	OWN/HIRED
15	AGREEMENT TO ALL TERMS AND CONDITIONS OF THE TENDER	YES/NO
16	CONSENT TO GO FOR REVERSE ACTION	YES / NO
17	UNPRICED BID FORMAT ATTACHED WITH INDICATING ONLY TAX RATE	YES/ NO
18	SUBMISSION OF ACCEPTANCE OF ANNEXURE-A – CONCILIATION CLAUSE	YES/NO
19	SUBMISSION OF ACCEPTANCE OF PQR ALONGWITH DULY FILLED FINANCIAL PQR	YES/NO
20	SUBMISSION OF CALCULATION SHEET – Should match with Online price bid format.	



ANNEXURE – IV TECHNO-COMMERCIAL BID APPLICATION

To,

Dy. Manager / WC
Bharat Heavy Electricals Limited
Solar Business Division,
IISc Post, Malleswaram,
Bengaluru – 560 012

Dear Sir,

I / We hereby offer to carry out the work **“Frame Work Agreement / Rate Contract for Appointment of Custom House Agents (CHA) for a period of 1 year”**.

I / We have carefully perused the all the clauses mentioned in NIT and agree to abide with the same.

1. Notice Inviting Tender – Part A Volume 1
2. Notice Inviting Tender – Part A Volume 2
3. Price Bid Format - Part – B

I/ We further agree to execute all the works referred to in the said documents.

I declare that, there was never / is no litigation or charge under investigation / enquiry / trial against me / us, nor conviction in a court of law or suspended or blacklisted by any organization on any grounds.

Signature of Tenderer
Date:



ANNEXURE-V: Unpriced BID and HSN / SAC Codes

Total BOQ for CHA Rate Contract for 1 Year. (For Raw Material / Capital items Import Clearances)				
Sl. No.	Item Description / Nature of Work	Per shipment / cases	Qty [EA] [A]	Weightage % (fixed) on Total Quoted price [B]
1.00	Clearance at BIAL			
1.01	Normal Clearance	per Bill of Entry	80	1.81%
1.02	Examination charges,	per Bill of Entry	80	0.53%
1.03	Coordination with Customs for Refund claims if any per claim	cases	10	0.51%
1.04	Customs related work in respect of BE amendments , corrections, re-calling and re-assessments, Bond debits,removal of safeguard duty , open examination etc and others.	cases	10	0.46%
2.00	Clearance at ICD Whitefield			
2.01	LCL clearance charges + examination charges	per Bill of Entry	20	1.07%
2.02	20' ft container clearance charges + examination charges	per Bill of Entry	80	5.49%
2.03	40' ft container clearance charges + examination charges	per Bill of Entry	40	3.30%
2.04	Customs related work in respect of BE amendments , corrections, re-calling and re-assessments, Bond debits,removal of safeguard duty , open examination etc. and others.	cases	10	0.48%
3.00	Transportation Charges from BIAL to BHEL-SBD Stores, Malleshwaram Bangalore			
3.01	Single Trip upto 100 kgs	shipments	20	0.73%
3.02	Single trip for 101 kgs to 800 kgs	shipments	25	1.19%
3.03	Single Trip for 801 kgs to 1500 kgs	shipments	25	1.65%
3.04	Single Trip for 1501 kgs to 2500 kgs	shipments	15	1.37%
3.05	Single Trip for 2501 kgs to 5000 kgs.	shipments	10	1.15%
3.06	Single Trip by heavy vehicles for 5001 kgs to 9000 kgs.	shipments	25	5.79%
3.07	Single Trip by heavy vehicles for above 9000 kgs	shipments	30	8.65%



**SOLAR BUSINESS DIVISION,
Bengaluru - 560 012**

**TENDER
DOCUMENT
(PART – A)
Vol. I**

4.00	Transportation Charges from ICD to BHEL-SBD Stores, Malleshwaram Bangalore			
4.01	Single Trip upto 100 kgs	shipments	20	0.89%
4.02	Single trip for 101 kgs to 800 kgs	shipments	10	0.55%
4.03	Single Trip for 801 kgs to 1500 kgs	shipments	10	0.68%
4.04	Single Trip for 1501 kgs to 2500 kgs	shipments	10	1.04%
4.05	Single Trip for 2501 kgs to 5000 kgs.	shipments	10	1.24%
4.06	Single Trip by heavy vehicles for 5001 kgs to 9000 kgs.	shipments	10	1.97%
4.07	Single Trip by heavy vehicles for above 9000 kgs	shipments	30	7.55%
4.08	Single Trip by 20 ft Trailer + Container	shipments	120	30.83%
4.09	Single Trip by 40 ft Trailer + Container	shipments	60	18.68%
5.00	Night halt / detention charges per vehicle			
5.01	upto 100 kgs	per day per vehicle	5	0.06%
5.02	for 101 kgs to 800 kgs	per day per vehicle	5	0.07%
5.03	for 801 kgs to 1500 kgs	per day per vehicle	5	0.08%
5.04	for 1501 kgs to 2500 kgs	per day per vehicle	5	0.12%
5.05	for 2501 kgs to 5000 kgs.	per day per vehicle	5	0.13%
5.06	heavy vehicles for 5001 kgs to 9000 kgs.	per day per vehicle	10	0.29%
5.07	heavy vehicles for above 9000 kgs	per day per vehicle	5	0.15%
5.08	20 ft Trailer + Container	per day per vehicle	10	0.37%
5.09	40 ft Trailer + Container	per day per vehicle	10	0.50%
5.10	Other ODC Vehicle	per day per vehicle	10	0.61%
6.00	TOTAL Basic Cost for One year			Quoted/N ot quoted
7.00	GST@18% = [6.00]x18%			
8.00	Gross Value = [6.00]+[7.00]			
9.00	Landed Cost=[8.00]-[7.00]			



**SOLAR BUSINESS DIVISION,
Bengaluru - 560 012**

**TENDER
DOCUMENT
(PART – A)
Vol. I**

Note :1. Bidders to mention the GST %age in the Un-Priced Bid Format and also submit a declaration that they have quoted the total lump sum amount in the price-bid taking into consideration all the work mentioned in scope of work and item no. 1.00 to 5.10 in the Un-Priced Bid.

2. Some of the requirements will be from BIAL/ICD to our sister unit i.e. BHEL EDN Bangalore on case to case basis.

Remark: Bidder to quote Basic Rate in cell for column M & Row 14, applicable GST (age%) in cell of column N & Row 14 and SAC / HSN Codes in cell column AY & Row 14 only in the Price bid format uploaded through eProcurement portal.

ANNEXURE- VI, PPP-MII Format



**SOLAR BUSINESS DIVISION,
Bengaluru - 560 012**

**TENDER
DOCUMENT
(PART – A)
Vol. I**

FORMAT FOR VERIFICATION OF LOCAL CONTENT UNDER PREFERENCE TO MAKE IN INDIA ORDER
(To be submitted with the offer)

[Applicable for procurement value from Rs. 5.00 Lac to Rs. 10.00 Crore]

Self-certification giving the percentage of local content, in line with PPP-MII order, if applicable [to be submitted on the letter head of the issuer.]

Item Name : “ **Frame Work Agreement / Rate Contract for Appointment of Custom House Agents (CHA) for a period of 1 year**

Enquiry No.: [120560R01](#)

Project: “ **Frame Work Agreement / Rate Contract for Appointment of Custom House Agents (CHA) for a period of 1 year**

Applicable percentage of Local Content.....

(Bidder to indicate local content in percentage)

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any [hereinafter, “PPP-MII Order”] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

In line with the provisions of the PPP-MII Order, We, M/s. [Enter the name of the Bidder] [hereinafter, “Local Supplier”] submits self-certification to M/s. Bharat Heavy Electricals Limited [hereinafter, BHEL] regarding Local Content in Goods/Services/Works to be supplied by the Local Supplier **SAP Technical & Functional support contract** (Enter the name of the Equipment/Item for Project), wherein we have agreed to abide by the terms and conditions of the PPP-MII Order.

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

For and on behalf of, Date:

Authorized Signatory

(With Company Seal & Signature)

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by BHEL.



ANNEXURE -VII: DEVIATION SHEET

Sl No.	Volume	Part/Clause Sl no.	NIT requirement	Bidder's Deviation

Total No. of deviations proposed by the Bidder- _____ nos.

BIDDER'S SIGN & SEAL:

Note: The Offers should be in full conformity with the terms and conditions of this tender. Incorrect and incomplete tenders are liable to be rejected. Deviations, if any, should only be mentioned as per format for Non-Technical Deviations (i.e. General Terms & Conditions, Commercial Terms etc.) & Technical Deviations (i.e. Scope of Work, Modalities of Contract etc.). BHEL at its discretion whether to give any further chance to a bidder in case of any deviation or reject the same offer.

(Compliance to be submitted in the bidder's letter head)
(as applicable)

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Item Name :	
Enquiry No. :	
Project :	

We M/s._____ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We hereby certify that **we are not from such a country** and eligible to be considered for this tender.

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

(Compliance to be submitted in the bidder's letter head)
(as applicable)

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Item Name :	
Enquiry No. :	
Project :	

We M/s._____ (name of the bidder company) have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We are from such a country which shares a land border with India & have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

Evidence of valid registration by the Competent Authority is attached.

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)



BHARAT HEAVY ELECTRICALS LIMITED,
Solar Business Division, Malleswaram,
Bengaluru - 560 012

TENDER
DOCUMENT
(PART – A)
Vol II

TENDER DOCUMENT

PART – A

VOLUME - II

1.	INSTRUCTION TO BIDDER
2.	EARNEST MONEY DEPOSIT (EMD):
3.	SECURITY DEPOSIT (SD) :
4.	NON DISCLOSURE AGREEMENT
5.	CONFIDENTIALITY
6.	STATUTORY REQUIREMENTS
7.	PERIOD OF CONTRACT
8.	FAILURE TO COMPLY WITH CONTRACT
9.	SUB-CONTRACTING
10.	LAWS GOVERNING THE CONTRACT
11.	LEGAL JURISDICTION:
12.	ARBITRATION & CONCILIATION:
13.	COMPENSATION:
14.	REVERSE AUCTION
15.	CONCILIATION CLAUSE – Annexure IA
16.	MAKE IN INDIA CLAUSE
17.	FORMATS



**BHARAT HEAVY ELECTRICALS LIMITED,
Solar Business Division, Malleswaram,
Bengaluru - 560 012**

**TENDER
DOCUMENT
(PART – A)
Vol II**

1.	INSTRUCTION TO BIDDER
1.1.	Tender is a two part bid system. The tender documents consist of Part - A and Part - B as detailed below: a. Part 'A': Techno-commercial Bid duly sealed and signed to be uploaded at the web-portal (https://eprocurebhel.co.in) on or before the due date. b. Part 'B': Price Bid to be quoted in prescribed format available on web portal (https://eprocurebhel.co.in) on or before the due date.
1.2.	Envelope 1: Techno-Commercial Offer a. Documents to be uploaded in Envelope 1: i. Earnest Money Deposit (EMD) either in the form of DD or UTR Number (if paid through EFT) at the space provided. ii. Duly completed tender documents volume I&II(Part-A) sign and Sealed. iii. Each and every page of tender documents should be sealed signed. iv. Documents satisfying PQR/Eligibility Criteria as per relevant clause of NIT. v. Any other documents as per Tender requirements. vi. Each and every page of tender documents should be sealed & signed by the tenderer vii. Any other documents as per Tender requirements. b. The tenderer shall not indicate the price or rate in this Envelope. Envelope 2: Part 'B': Online Price-Bid. i. TO be submitted online.
1.3.	The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.
1.4.	The techno-commercial offer will be opened on the due date. The tenders meeting our techno-commercial requirements will be considered for online initial sealed bid auction at a later date for which eligible vendors will be intimated in due course.
1.5.	The tender forms duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasing will render the tender invalid. Corrections, over writing, cutting(s) etc. are not permitted. All entries in the tender document should be in one ink. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the relevant columns are left blank, the tender can be rejected. However, alteration neatly carried out and duly attested over with the full signature of the tenderer is permitted.
1.6.	The tenderer should submit the tender documents intact without detaching any page or pages
1.7.	Before making the offer, the bidders are advised to carefully go through the terms and conditions, which form part of the Agreement.
1.8.	Tender documents consisting of Part 'A' Volume I & II duly sealed and signed and Part 'B' shall be uploaded duly on or before the said Date and Time. Part 'A' Volume I & II of tender form i.e. PQR and Techno-commercial Bid will be opened on specified Tender Due Date and Time. Bidders who qualify the PQR & Techno-commercial Bid will be intimated to participate in R.A.
1.9.	BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
1.10.	PRICE BID - The tenderers are required to submit their quotation for all the items listed in the Price Bid format given along with the tender documents. The price should be quoted for each activity after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulties in execution of the contract.



**BHARAT HEAVY ELECTRICALS LIMITED,
Solar Business Division, Malleswaram,
Bengaluru - 560 012**

**TENDER
DOCUMENT
(PART – A)
Vol II**

1.11.	Contractor to ensure payment of Minimum Wages payable as per statutory provisions of the Appropriate Govt.
1.12.	VALIDITY OF RATES: The rates quoted should be valid for 90 days initially from the date of opening of the Techno-Commercial bid. (Part-A)
1.13.	The rates shall include the payments on account of Employee contribution to PF, PF Admin. Charges, EDLI, Employer contribution to ESI, Gratuity, Bonus as per statutory requirement, applicable taxes, as per the directives issued by BHEL from time to time.
1.14.	BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
1.15.	BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
1.16.	Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
1.17.	Tender document should be complete in all respects.
1.18.	Successful tenderers shall enter into an Agreement on a non-judicial stamp paper of Rs.100/- as a token of having accepted the rates, terms and conditions of the contract as per the Proforma given by BHEL.
1.19.	The Offers should be in full conformity with the terms and conditions of this tender. No contradictions are acceptable. Incorrect and incomplete tenders are liable for rejection.
1.20.	Tenders not submitted in the prescribed forms are liable for rejection.
1.21.	BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
1.22.	If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
1.23.	If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
1.24.	Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL SBD for the contract purposes.
1.25.	Micro & Small Enterprises (MSE) can avail the intended benefits only if they submit along with the offer, attested copies of either Udyam Certificate or valid NSIC certificate along with attested copy of a CA certificate (where the Certificate is either expired or more than 5 years old) 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 deficiency is observed in the above required documents or all 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 a Gazetted Officer.
1.26.	Evaluation of Bids
1.27.	Techno-Commercial Bid & PQR: The techno-commercial bid & PQR will be evaluated based on the eligibility criteria and on acceptance of NIT terms and conditions of BHEL. Only qualified bids will be eligible for price-bid opening .
1.28.	Evaluation of Price-Bids: - Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis (Grand Total Price for all the items indicated in Price Bid minus tax credit, if, any) - In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderer
1.29.	Compensation to Contractor



	No compensation to contractor shall be given for prior completion/ early closure or any negative/ positive variation in contract value.
2.	EARNEST MONEY DEPOSIT (EMD):
2.1.	Earnest Money Deposit (EMD) is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. Earnest Money Deposit as indicated in the NIT (Ref. General Information) is to be submitted along with tender documents Part – A.
2.2.	Modes of deposit The EMD may be accepted only in 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 favor of BHEL (along with offer) In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
2.3.	Forfeiture of EMD EMD by the Tenderer will be forfeited as per NIT conditions, if: i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract EMD by the tenderer shall be withheld in case any action on the tenderer 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.
2.4.	EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
2.5.	EMD shall not carry any interest.
2.6.	EMD of successful tenderer will be retained as part of Security Deposit.
3.	SECURITY DEPOSIT (SD) :
3.1.	Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
3.2.	The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
3.3.	Modes of deposit: The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms: i. Cash (as permissible under the extant Income Tax Act) ii. Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL iii. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL iv. 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) v. 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)
3.4.	Collection of Security: At least 50% of the required Security Deposit, including the EMD should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively



**BHARAT HEAVY ELECTRICALS LIMITED,
Solar Business Division, Malleswaram,
Bengaluru - 560 012**

**TENDER
DOCUMENT
(PART – A)
Vol II**

	from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. 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. 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, with the approval of the authority competent to award the work.
3.5.	Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
3.6.	The Security Deposit shall not carry any interest.
3.7.	<i>“Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6% for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest ”</i>
4.	NON DISCLOSURE AGREEMENT. The contractor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format (Copy enclosed) in compliance to Information Security Management System.
5.	CONFIDENTIALITY: The contractor and his representatives shall, at all times, undertake to maintain and ensure complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to BHEL and also of the systems, procedures, reports, input documents, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.
6.	STATUTORY REQUIREMENTS:
6.1.	The contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the contractor or his representative.
6.2.	The Income tax as applicable will be deducted from the bill of the contractor.
6.3.	COMPLAINEE WITH BOCW ACT: NA
7.	PERIOD OF CONTRACT
7.1.	Period of Contract: - The period of CHA contract will be for one year with the provision of further extension up to one year at the sole discretion of BHEL. <u>Only CHA's having valid CHA License in their own name, will be considered for the tender.</u> - The company reserves the right to terminate the contract at any time, without assigning any reasons thereof, by giving three months' notice of their intention to do so in writing to the CHA who shall not be entitled for any compensation by reason of such termination. - If at any time during the currency of the contract, the CHA fails to render satisfactorily all or any of the services required under the scope of work in the opinion of the Company, whose decision shall be final and binding on the CHA, the Company reserves the right to get the work done by other parties or departmentally at the CHA's risks and costs.



	4 In the event of the CHA 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 partners of the agent become insolvent, the contract shall automatically stand terminated. The company reserves the right to claim from the CHA any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract. 5 The CHA shall not split or transfer to any other party any part of the contract during the currency of the contract. 6 The CHA shall immediately intimate any change in the address of the Office during the period of the contract. 7 Whenever asked by the Company, all documents including licenses, power certificates, exemption certificates etc. will be returned by the CHA immediately not later than a week, failing which appropriate action as deemed fit by the company will be taken.
8.	<u>FAILURE TO COMPLY WITH CONTRACT</u>
8.1.	Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
8.2.	In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the tenderer, the tenderer is liable to compensate the same.
8.3.	Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases: Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier. RISK & COST Risk and Cost against Balance Work: Risk & Cost Amount= $[(A-B) + (A \times H/100)]$ Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract



	B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). *(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: Incase portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.
9.	<u>SUB-CONTRACTING</u>
9.1.	The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL.
10.	<u>LAWS GOVERNING THE CONTRACT</u>
10.1.	The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
10.2.	All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
10.3.	All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions and in the event of failure such disputes shall be referred to the Arbitrator.
11.	<u>LEGAL JURISDICTION:</u>
11.1.	In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Bengaluru, where BHEL – SBD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-SBD is situated and no other court shall have the jurisdiction.
11.2.	<u>CARTEL FORMATION:</u> The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
12.	<u>ARBITRATION & CONCILIATION:</u>
12.1.	Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, 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, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Solar Business Division.
12.2.	The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties
12.3.	Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bengaluru.
12.4.	The cost of arbitration shall be borne as per the award of the Arbitrator.
12.5.	Subject to the arbitration in terms of 11.3, the Courts at Bengaluru shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
12.6.	Notwithstanding the existence or 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 except where the Contract has been terminated by either Party in terms of this Contract.
13.	COMPENSATION:
13.1.	“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites. c) Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs) (ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs) d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to Section 2 (I) of the Employee’s Compensation Act, 1923.”
14	REVERSE AUCTION- Terms and conditions “BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. • Start price for RA to be L1 of e-bid/ sealed envelope price bids. • Minimum 2 Techno-commercially qualified bidders are required to conduct RA. • In case of two or three techno-commercially qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). • In case of four qualified bidders, H1 bidder to be eliminated whereas in case of five qualified bidders, H1 and H2 bidders are to be eliminated. • Wherever six or more techno-commercially qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of techno - commercially qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of bidders who are MSE or qualifying under PPP-MII Order, 2017. Bidders have to submit ‘Process compliance form’ (to the designated service provider) in the Reverse



	Auction. Non submission of 'Process compliance form' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com)." Start price in the REVERSE AUCTION shall be as per Clauses mentioned below. Business rule and event of auction will be furnished by our service provider. The terms and conditions specified herein are to be strictly adhered to for all the activities.
15.	LD / PENALTIES 1 The company may at its discretion levy penalty for non-fulfilment of Services / Delays at the rate of 0.5% per week up to a maximum of 10% of the value of the contract in case the CHA fails to perform any or part of scope of work as defined and which in the opinion of the Company, has led to a loss. This penalty is in addition to the Risk and Cost element under clause 1.4 of General conditions of the Contract indicated above. 2 CHA shall customs clear the cargo with the periods specified in Clause 3.0 (Timely Clearance) of Scope of Work (Annexure-I), after the last input required for assessment of BILLS OF ENTRY is made available. If Customs Clearance is delayed beyond the prescribed period, pro-rata Demurrages and other punitive charges on account of physical clearances after free period allowed if any, such losses will be recovered from the Bills of CHA for the delay attribute to CHA. 3 However in case of genuine difficulty on the part of CHA due to reasons not attributable to CHA (non-availability of Customs Officers/System Failures and other similar reasons) demurrages and detention will be borne by BHEL on appropriate certification by BHEL Representative.
16	FORCE-MAJEURE 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, lightning, 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 or 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 as "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.



	MISCELLANEOUS
17	1 The contract or terms thereof entered into between BHEL and the CHA shall be governed and regulated by the relevant laws for the time being in force in the territory of India, relating to the Contract. The bibbers shall also be governed by the extant guidelines of BHEL regarding the banning, delisting & fraud policy.
	2 The CHA shall also carry out and observe the provisions of the Workmen’s Compensation Act and Shops and Establishments Act and all other relevant Acts of the centre and the State and any rules made thereunder and also indemnify the Company against any liability that may be imposed on the Company for non-observance of any terms of the aforesaid Workmen’s Compensation Act or Shops and Establishment Act or Dock’s Labour Act or Child Labour Act or any other acts / rules / statutes in force.
	3 The CHA shall provide particulars like GSTIN no. at the time of submitting offer.
	4 The Contractor shall take, at his own cost, the necessary License in respect of his Trade/Business, in respect of this work. The expenses in completing the formalities in executing the agreement including expenses on Stamp Paper, will also be met by the Contractor.
	5 The Management of BHEL shall have the right to with-hold Payment of, or make recoveries from claims due to them in respect of any loss or damage caused or occasioned in respect of the properties of BHEL under the Terms and Conditions of this arrangement or any payments necessitated due to infringement of any statutory obligations, by the Contractor.
	6 The Contractor shall apply and obtain License under the Contract Labour (R&A) Act 1970, and comply with the relevant Provisions of this Act, in respect of the Labour employed by him for executing this Contract. The Contractor shall furnish necessary returns to the authority through the principle employer.
	7 Compliance with Labour Laws:- BHEL shall, on any report having been made by an Inspecting Officer as defined in the Contractor's Labour Regulations, have the Power to deduct from the Money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the said Contractor's Labour Regulations.
	8 The Contractor shall indemnify BHEL against any payment to be made under and for observance of the Regulations aforesaid.
	9 Model Rules for Labour Welfare: - The Contractor, at his own expense comply with or cause to be complied with Model Rules and Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of Health of the Labourers. In case, the contractor fails to make arrangements as aforesaid BHEL will be entitled to do so and recover the cost thereof from the



	Contractor. 10 The Contractor should take full care regarding safety aspects. In case of any Accidents / Injuries to the Contractor's Labourers within the premises of the Company (BHEL), the Contractor is solely responsible and no claims whatsoever on the Company (BHEL) is permissible. 11 Successful tenderer should provide the required safety Personal Protective items to his labourers during working period and shall ensure safe working habits and safe working conditions. All these expenditures have to be borne by the tenderer only. BHEL will not reimburse the same. 12 Tender Committee decision is the final for evaluation and acceptance for techno- commercial Bid, taking into account information furnished by the tenderer, visit to the tenderers works, documents verification etc. 13 The Tenderer should have enough facility, infrastructure and other required parameters to execute the order for which they have opted for quoting. 14 Party should give following declarations: a) We, hereby certify that we have not been blacklisted by any Public Sector Undertaking / Public Departments. b) We have gone through and understood the entire tender documents along with terms and conditions given in your above tender form and it is accepted and agreed by us. 15 The Tenderer should have a legal status such as that of a Proprietary concern, Partnership firm, Company etc. The Tenderer should have been registered under relevant Act for carrying out the nature of work for which this Tender is invited. 16. Contractor shall maintain appropriate records of his employees deployed to carry out the job(s). Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/ misbehaviour by any employee, the contractor will replace such employee(s) immediately. 17. The contractor shall be responsible for enforcing all safety regulations as applicable strictly ensure wearing of safety equipment by them inside the factory. BHEL may provide hand gloves & other safety protective appliances wherever required. 18. Contractor to ensure that all precautions are taken for safety of his employees. The contractor shall be responsible for enforcing all safety regulations as applicable, while undertaking the work Tendered inside the factory.
18	1.Evaluation Criterion: Evaluation will be on Overall Total Package. Weightage is given w.r.t. the total requirement Vs individual items for bidders to understand the requirement in each slots and to quote accordingly for each item/package. Bidder should quote total Lump Sum Price for the entire package as per the Price bid format. The bidder should not quote item wise rates. Bidders quoting item wise rates



	will be rejected. 2.Loading Criterion: In case the bidder does not accept the BHEL's payment terms the loading factor will be applied while carrying out financial evaluation during Reverse Auction. Calculation sheet with loading factor will be shared with the concerned bidders before RA. In case of only 1 qualified bidder, 3.Price Variation: The rates will remain firm during the whole duration of contract. Price Variation is not allowed in this contract. 4.The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines
19	CONCILIATION CLAUSE – Annexure IA
20	MAKE IN INDIA CLAUSE
	i. For this procurement, Public Procurement (Preference to MAKE IN INDIA) Order 2017 Dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 and subsequent orders issued by the respective Nodal Ministry shall be applicable. Even if issued after issue of this NIT but before finalization of contract WO against this NIT. ii. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement same shall be applicable .
21	FORMATS
21.1	Third Party Non-Disclosure Agreement (NDA) format
21.2	EFT Format
21.3	GCC (enclosed with NIT). In case of any conflict between the General Conditions of Contract and NIT Terms, provisions contained in the NIT terms Conditions of Contract shall prevail.

Details related to Reverse Auction

LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by Service Provider. Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from Service Provider All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, BHEL and / or Service Provider shall take action as appropriate.

Auction Start price & Decremental Value: Start price for RA to be L1 of e-bid/ sealed envelope price bids & Decremental value applicable in the on line reverse auction will be decided by BHEL after evaluating the bids received from the vendors in the sealed envelope price bid/e-bid and will be available to the vendors on the bidding screen of the online reverse auction.



LOWEST BID OF A BIDDER: In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to sell. The bidders to note that the first appreciable bid that comes in the system must be equal to or less than the auction start price which the bidder can view at the start of reverse auction and subsequent bids shall conform to minimum decremented value or multiples of the decremented value.

AUCTION TYPE: English No Ties Reverse (Refer Bidder Manual)

VISIBILITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields:

- Rank of the bidder
- Lowest bid in the reverse auction
- Bid Placed by him

AUCTION WINNER: At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.

GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the auctions site ----- using the Login ID and passwords given to them.

The Supplier / Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.

The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

BHEL's decision on award of Contract shall be final and binding on all the Bidders.

BHEL along with Service Provider can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or Service Provider after the first posting will have to be accepted if the Bidder continues to access the site after that time.

BHEL/Service Provider shall not have any liability to Bidders for any interruption or delay in access to the site for the reasons which include Power supply interruption, System failure, non-availability of WEB/Screen etc.

BHEL/Service Provider is not responsible for any damages, including damages that result from, but are not limited to negligence. BHEL / Service Provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

All the Bidders are required to submit the Agreement Form duly signed to Service Provider. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).

After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to Service Provider for further proceedings.

Reverse Auction Form

Event Information

The "BHEL" has contracted to conduct this online bidding event. Service Provider shall answer all questions relating to the bidding process and conduct of the Reverse Auction Event.

1. Scheduled Date & Time of the event:

WILL BE INTIMATED BY

Any change in the scheduled time will be duly informed to you in advance.

2. Contact Information

120560R01 / **Part-A Volume II**



BHARAT HEAVY ELECTRICALS LIMITED,
Solar Business Division, Malleswaram,
Bengaluru - 560 012

TENDER
DOCUMENT
(PART – A)
Vol II

“BHEL-SBD”

A. General Contract related Queries

Name:

Designation:

Tel Nos.

E-mail ID:

Mobile No:

“Service Provider”

Software Related Queries/ Process related Queries

Name:

Designation:

Tel Nos.

E-mail ID:

TO BE INTIMATED LATER



Process Compliance Form

To
Service Provider,

_____.

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the bid document for _____ (Items) against BHEL Tender No. _____ dated _____.

This letter is to confirm that:

- 1) The undersigned is authorized official of the company.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal -

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –



THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____ on behalf of the _____ (Name of Company),

acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at....., this.....day of20 ..

Name

Company

Signature



ANNEXURE IA:

MODEL CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME,
2018.

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. 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 herein:
The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in Format 7 hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in Format-8 hereto.
2. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
3. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
4. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
5. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
6. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
7. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of



receipt of the recommendations from the IEC.

8. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
9. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
10. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
11. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
12. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
13. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
14. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
15. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
16. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
17. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
18. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under



section 30 of the Arbitration and Conciliation Act, 1996.

19. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
20. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
21. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a. On the date of signing of the Settlement agreement by the Parties; or,
 - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
22. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5 crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC



4	Travel and transportation	As per entitlement of equivalent officer (pay scale wise) in BHEL
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

23. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
24. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
25. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
26. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
27. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
28. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
29. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;



- b.** admissions made by the other party in the course of the Conciliator proceedings;
 - c.** proposals made by the Conciliator;
 - d.** The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
- 30. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 31. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 32. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
- 33. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.



Format 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE
IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.



BHARAT HEAVY ELECTRICALS LIMITED,
Solar Business Division, Malleswaram,
Bengaluru - 560 012

TENDER
DOCUMENT
(PART – A)
Vol II

FORMAT-7

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Subject: NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you Yours
faithfully
Representative of BHEL

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.



BHARAT HEAVY ELECTRICALS LIMITED,
Solar Business Division, Malleswaram,
Bengaluru - 560 012

TENDER
DOCUMENT
(PART – A)
Vol II

FORMAT-8 FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
BHEL (Head of the Unit/Division/Region/Business Group)

Subject: NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY A STAKEHOLDER

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above- referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully
Representative of the Stakeholder

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.



BHARAT HEAVY ELECTRICALS LIMITED,
Solar Business Division, Malleswaram,
Bengaluru - 560 012

TENDER
DOCUMENT
(PART – A)
Vol II

FORMAT-9

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC

Ref: ContractNo/MoU/Agreement/LOI/LOA& date_____.

Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in
connection with the subject Contract No
/MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are
nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of
the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract
...../MoU/Agreement/LOI/LOA, if possible. Name and contact

details of Conciliator(s)

- a)
- b)
- c)

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable)
before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)... for Kind Information please. Encl: As above

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.



**BHARAT HEAVY ELECTRICALS LIMITED,
Solar Business Division, Malleswaram,
Bengaluru - 560 012**

**TENDER
DOCUMENT
(PART – A)
Vol II**

Format for E-payment

To:

AGM (Finance)

BHEL-EPD/ Bengaluru

Opp. Indian Institute of Science

Prof. CNR Rao Circle

Bengaluru – 560093

Subject: *E-payments vide RTGS/ NEFT.*

I/ We request and authorize you to effect E-payment vide any two modes to my/ our bank account as per the details given below:

Vendor Name :

Title/ Name of Account in the bank :

Account Type (Saving/ Current) :

Bank Account Number

Name and address of bank :

Bank/ Branch contact person name :

Bank. Branch phone numbers with STD code :

Bank Branch MICR code :

--	--	--	--	--	--	--	--	--

[illegible][illegible]

Your E-mail address :

Name of the Authorized Signatory :

Contact person Name :

I/ We confirm that information provided above is correct & any consequences due to any mistake in above will be borne by us.

Thanking you,

For

(Authorized Signatory)

We confirm that we are enabled for receiving RTGS/ NEFT credits and we further confirm that the account number of (please mention here the name of account holder) _____, the signature of the Authorized Signatory and MICR and IFSC codes of our branch mentioned above are correct.

Bank's Verification

(Manager's/ Officer's signature under bank stamp)

Note: Please attach cancelled original cheque leaf.

120560R01 /Part-A Volume II

Validate

Print

Help

Item Wise BoQ

Tender Inviting Authority: Pradep Kumar Pandit,DM/ WCC

Name of Work:“ Frame Work Agreement / Rate Contract for Appointment of Custom House Agents (CHA) for a period of 1 year

Contract No: 120560R01

Name of the Bidder/ Bidding Firm / Company :												
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)												
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Description	Item Code / Make	Quantity	Units	Estimated Rate(with GST) in Rs. P	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST (If applicable in Percentage)	GST Amount in Rs. P	HSN / SAC Code	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT including taxes Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11	12	13
1	F/A for Appointment of CHA for BHEL SBD for 1 year											
1.01	Total cost of carrying out the work as per Scope of work as mentioned tender document Section of Part-A of Tender Document and quantity as per Unpriced bid in Annexure-V of Part A of Tender Document.	Item 1	1.00	Lumpsum				0.00		0.000	0.000	INR Zero Only
Total in Figures										0.000	0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only										