

# **PART – I**

## **TECHNICAL BID FOR CANCELLATION OF DEEC& EPCG LUT BONDS**

TENDER NO: RE/MUM/IMP/8T/5177

**TENDER FOR  
CANCELLATION OF DEEC & EPCG LUT  
BONDS**

**TENDER NO:RE/MUM/IMP/8T/5177**



ISSUED ON	: - 3 <sup>rd</sup> Nov 2011
LAST DATE OF SUBMISSION	: - 24 <sup>th</sup> Nov 2011
TIME	: - 15.00 Hrs

Bidders Stamp and Signature (Authorised Signatory)

TENDER NO: RE/MUM/IMP/8T/5177

**TENDER ISSUE DETAILS**

SL NO	DESCRIPTION	
1.0	<b>SALIENT POINTS OF ISSUE OF TENDER</b>	
1.1	<b>TENDER NO</b>	<b>RE /MUM/ IMP / 8T / 5177</b>
1.2	<b>NAME OF WORK</b>	<b>CANCELLATION OF DEEC &amp; EPCG LUT BONDS</b>
1.3	<b>START ( DATE )</b>	<p>( From BHEL ROD Office at WTC 1 Mumbai  <b>Start : 03 /11/2011</b>  <b>Close : 21 /11/ 2011</b> ( For physical collection of tender docs at office )</p> <p>From BHEL website  <a href="http://www.bhel.com">www.bhel.com</a>  Documents can however be downloaded from website till due date of submission</p>
1.4	<b>DUE DATE , TIME &amp; PLACE OF SUBMISSION OF TENDER DOCS</b>	<p><b>DATE : 24 /11/2011</b>  <b>Time : 15.00 Hrs</b>  <b>Place : 15 th Floor BHEL ROD Office ,</b>  <b>WTC 1 Cuffe Parade,</b>  <b>Colaba,Mumbai – 400005</b>  <b>( Tender Box at Entrance near Security )</b></p> <p>( Bidders are requested to visit website to view corrigendum / extension if any before submission of offer )</p>
1.5	<b>DUE DATE &amp; TIME OF OPENING OF OFFER</b>	At 15.30 Hrs on same working day of due date for submission of offer or otherwise specifically communicated , for which bidder may depute representative with letter of authority

Bidders Stamp and Signature (Authorised Signatory)

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**Section II - Essential Requirements for Technical  
Qualification of Bidder**

**Section III - Special Instructions**

**Section IV - Scope of Work and other conditions**

**Section V - Check List for Compliance of Tender Terms &  
Conditions**

**Section VI - General Terms and Condition**

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**SECTION I****GENERAL INFORMATION**

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

Import under License registered under DEEC (old Licenses) / Advance Authorisation License / EPCG License.

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

BHEL desires to appoint more than one agency for Cancellation of DEEC & EPCG LUT Bonds at New Customs House located at Ballard Estate Mumbai, CFS Mulund, Air Cargo Complex Sahar & JNPT Nhava Sheva Mumbai for the duty concession availed as indicated above.

Detailed specifications and scope of actual work are given in “scope of work and other conditions”– Section III.

Names addresses of the Contact Persons for this tender are

Sl. No.	Name and Address	Phone Nos. & Email
1	<b>BHEL ROD Mumbai</b> Mr S.W.Varne Addl. General Manager,  Mr. Ramesh Sarma Sr.Dy.General Manager  Material Services Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14,15 <sup>th</sup> Floors, World Trade Center, Cuffe Parade, Mumbai, Maharashtra India	Ph No. 022 22185038 Mob No 9892467805 Fax No. 022 22151460 Email : varne@bhelrmb.co.in  Ph. No. 022 22171 Extn 361 Mob No. 9892354040 Fax No. 022 22151460 Email: rsarma@bhelrmb.co.in

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## **SECTION II**

### **A ) Essential Criteria for Technical Qualification**

- 1) Submit documentary proof to establish your status of Individual / status of Firm as Proprietor / Partnership / Pvt. / Public Ltd Company / Govt. of India / State Govt./ Public Sector undertaking.
- 2) Minimum experience of 3 years in the cancellation of DEEC / EPCG LUT Bonds.
- 3) Must submit proof for having cancelled at least 65 DEEC Bonds / 7 EPCG Bonds on an average considering the last 3 years (2008 - 09, 2009-10, 2010-11).
- 4) BHEL reserves the right to appoint more than one contractor for the work. In such a case the L1 bidder will be given more load.
- 6) Must have office in Mumbai
- 7) Must have an Average Income / Turnover of at least 3 Lakhs on your operations for the last 3 years { ( Based on the Individual's Filed Income Tax Return / Balance sheet indicating Firms Profit and loss / Audited Accounts for the year ( 2008- 09, 2009-10 , 2010 -11 ) }

(Pl refer list of Documents to be attached)

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**B ) Data Sheet to be Filled up as Applicable to meet the above Essential Requirements****DATA SHEET**

ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR, WHEREVER IT IS NOT APPLICABLE PLEASE WRITE "NOT APPLICABLE". INCOMPLETE OR INCORRECT DATA MAY NOT BE CONSIDERED.

**1.0 GENERAL INFORMATION ABOUT BIDDER**

<b>SI No</b>	<b>Description</b>	<b>Information to be filled in by bidder</b>
1.0	Name of Applicant	
2.0	Legal status of Firm / Company ( Proprietor / Partner / Public Ltd / Private / PSU )	
3.0	Contact Details	
3.1	Name and Designation of Contact Person	
3.2	Office address	
3.3	Telephone No with ( STD Code )	
3.4	Fax number ( with STD Code )	
3.5	E- mail address	
4.0	Any other information	

**2.0 PAST EXPERIENCE OF BIDDER IN DEEC & EPCG BOND CANCELLATION**

Bidder to fill the Format given below and Enclose copy of Client Work Order / Payment Invoice as proof of Cancellation of Bond

No of Bonds Cancelled cumulatively in Last 3 Years: **DEEC / EPCG**

Details of No of Bond Cancelled: - Client wise / Year wise

<b>SL NO</b>	<b>CLIENT NAME</b>	<b>NO OF DEEC / EPCG BONDS CANCELLED YEARWISE DURING LAST 3 YEARS</b>					
		<b>2008 - 2009</b>		<b>2009 - 2010</b>		<b>2010 - 2011</b>	
		<b>DEEC</b>	<b>EPCG</b>	<b>DEEC</b>	<b>EPCG</b>	<b>DEEC</b>	<b>EPCG</b>
01							
02							
03							
04							
05							
<b>GRAND TOTAL YEARWISE</b>							

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**3.0 FINANCIAL INFORMATION****3.1 Income / Turnover Details**

SI.No	Description	2008-09	2009-10	2010-11
01	Total Income of Individual / Turnover of Firm / Company			

**4.0 OTHER DETAILS****4.1.1 INCOME TAX PERMANENT ACCOUNT NO:****4.1.2 SERVICE TAX REGISTRATION NO:****4.1.3 DETAILS OF MUNICIPAL TRADE LICENSE (If Applicable)****4.1.4 DETAILS OF CHA LICENSE (Applicable to CHA only)****5.0 BANKING DETAILS OF THE INDIVIDUAL / FIRM / COMPANY**

Information of Bank Account	Documents to be submitted	
<p>The following information of Bank Account , duly endorsed by the Bank (required for Electronic Fund Transfer – EFT/ RTGS) is to be submitted</p> <ol style="list-style-type: none"> <li>1. Name of the Individual / Firm / Company</li> <li>2. Name of Bank</li> <li>3. Name of Bank Branch</li> <li>4. City/Place</li> <li>5. Account Number</li> <li>6. Account type</li> <li>7. IFSC code of the Bank Branch</li> <li>8. MICR Code of the Bank Branch</li> </ol>	Information of Bank Account of the Individual/ Firm Company duly endorsed by the Bank	

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**6.0 DOCUMENTATION REQUIREMENTS**

1. All pages of the above data along with the attached documents is to be signed by Individual / authorized signatory along with his stamp and seal of the Individual / Firm / Company as indicated below
2. Authority for signing Tender documents :

Type of firm	Authority	Remarks
GOVT. OF INDIA UNDERTAKING	Person holding power of attorney	Notarized copy to be Forwarded with Technical Bid.
PARTNERSHIP	The Partner holding power of attorney	-do-
LIMITED COMPANY	Persons holding Power of attorney	-do-
PROPRIETOR/ INDIVIDUAL	Individual only	

**LIST OF DOCUMENTS TO BE ATTACHED IN FOLLOWING SERIAL ORDER.**

- (i) Notorised copy of valid regular CHA license. ( Original to be produced for checking.) ( If Bidder is registered as CHA – Custom House Agent )
- (ii) Self attested copy of CHA association Registration Certificate at Mumbai, Nhava Sheva, Mulund. ( For CHA only )
- (iii) Self declaration for acceptance of point No 4& 5 of Essential Criteria for Technical Qualification
- (iv) Certificate from client for having cancelled the required number of Bonds / Work order from clients with Price being blanked / Copies of Bills / Invoice submitted for Bonds cancelled.

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- (v) Permanent Account No. (PAN) & copy of PAN Card.
- (vi) Service tax registration certificate.— Copy
- (vii) Trade License under shop and establishment act.---Copy
- (viii) Appreciation letters/ testimonials issued by customers (if available)---  
Copy
- (ix) Notarised copies of the following documents as applicable:
  - Power of attorney & copies thereof
  - Memorandum of Articles of Association
  - Certificate of incorporation
  - Partnership Deed
  - Municipal Trade License.
- (x) Certified True copy of IT Return filed for last 3 years  
Certified True copy of Balance sheet for last 3 years
- (xi) Proof of office : Pl. enclose Rent Receipt /Ownership documents/Lease document/ telephone/electricity bill etc. for Office / Small Home office .
- (x) Letter of Compliance in Company Letter head as per attached format

(If documents in the name of individual, relationship of such individual to the Firm / Company may pl. be intimated.)

### **SECTION III**

#### **SPECIAL INSTRUCTIONS**

##### **1.0 Composition of Tender Bid**

The tenders have to be submitted under two - bid system consisting of the following and filled information to be sealed in separate covers

- 1.1 Part I - Technical Bid of Tender for Cancellation. of DEEC & EPCG LUT Bond ( Consisting of Section I to VI )
- 1.2 Part – II Price Bid
- 1.3 All Bidders have to fill up the **TECH BID PART I and PRICE BID PART II**

The Price Bid of the technically qualified bidders only will be opened for evaluation.

##### **2.0 Technical Bid**

Bidder shall sign all the pages of Section I to VI of **Part-I of tender** documents and the Individual's/ Firm/ Company seal is to be affixed on all pages containing Sections I to VI and also the Blank formats of price bid and submit all these documents in separate sealed cover which is to be clearly superscribed "**CANCELLATION OF DEEC & EPCG LUT BONDS Part I -TECHNICAL BID.**"

- 2.1 The bidder shall complete and submit the Check List for Compliance of Tender Terms & Conditions ( Section V )
- 2.2 The offers shall be kept valid for a period of 60 days from the date of opening of the Tender.
- 2.3 EMD in the form of Demand Draft for Rs 40,000 ( Forty Thousand only ) is to be submitted in a separate envelope. This envelope shall be kept in '**TECHNICAL BID**' envelope. Offers without requisite E.M.D. will be rejected.

##### **3.0 Price Bid**

- 3.1 Financial Bid' is to be submitted on the format specified in the "**TENDER CANCELLATION OF DEEC & EPCG LUT BONDS - PART II- PRICE BID**"
- 3.2 This envelope should be clearly superscribed as '**PRICE BID**' with the sealed cover is to be clearly superscribed "**TENDER FOR CANCELLATION OF ,DEEC & EPCG LUT BONDS - PART II- PRICE BID**"

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- 3.3 Rates have to be quoted for both the SI No 1 & 2 of the PRICE BID FORMAT.
- 3.4 Quotations other than in prescribed formats will not be accepted under any circumstances. Hand written offers will not be accepted.
- 3.5 The price bids without rates quoted is liable for rejection.
- 3.6 The rates given in **“TENDER FOR CANCELLATION OF DEEC & EPCG LUT BONDS - PART II- PRICE BID”** will be final and binding. The rates finalized in the contract are firm and fixed during the entire currency of the contract and no claims for escalation shall be entertained for any reason whatsoever.
- 3.7 No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in this sealed cover. Any such clarification / modification, if enclosed, in this sealed cover (Price Bid) will be totally ignored and such bids will be / are liable to be rejected.

#### **4.0 Corrections/Mistakes**

- 4.1 All corrections made in the bid should be initialed. In case of Price bids, signed by authorized signatory & company seal should also be affixed at all corrections.
- 4.2 Any request from the Tenderer in respect of additions, alternations ,Modifications , corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.
- 4.3 The acceptance of tender and award of the contract to more than one Party shall rest with BHEL who does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason thereof.
- 4.4 In the event of L1 bidder backing out after award of LOI / Contract the bidders, EMD will be forfeited. Additionally, future business of such defaulting bidder will be suspended with BHEL as per company policy.
- 4.5 The successful bidder(s) shall be intimated through a Letter of Intent (LOI). The Contractor shall be required to submit security deposit as per para 11.0 of SECTION V of this Tender Document, within 15 days from LOI date and the same shall be valid up to six months after expiry of the Contract period as specified in the Letter of Intent . In the event of failure on the part of the contractor to furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the Letter of Intent may be considered as withdrawn and suitable action will be taken as per company policy.

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- 4.6 Work Order will be issued within one week after receipt / realization of Security deposit amount / verification of genuineness by BHEL of the Bank Guarantee from issuing bank.

All envelopes consisting of Bid Part – I , Part – II as described earlier are to be submitted, enclosed in a separate sealed cover. This cover may be superscribed **TENDER FOR CANCELLATION OF DEEC & EPCG LUT BONDS** and addressed to the ' Addl GENERAL MANAGER(MS),BHEL, ROD, 14<sup>th</sup> Floor,WTC-1, , Cuffe Parade, MUMBAI-400 005.'

This cover shall also be labeled with the Contractors name, address and contact person.

Tenders complete in all respects as per above address to be submitted in the tender box kept at 15<sup>th</sup> Floor, BHEL,ROD, WTC-1, Cuffe Parade, Mumbai-400 005. by **15 00 Hrs on 24/11/2011**.Tenders received after the scheduled time are liable to be rejected.

The Technical Bid (Part -1) of the Tender will be opened in presence of the bidders on **15.30 Hrs** in BHEL office,14/15<sup>th</sup> Floor , World Trade Centre , Cuffe Parade , Mumbai - 400005

### **Evaluation Criteria :**

- 1) For the Parties meeting the essential Qualification criteria & getting qualified technically, the price bid shall be opened in presence of the bidders. The date time and venue of Tender opening will be intimated to bidders separately.
- 2) The Evaluation will be made on the Basis of Cancellation for 220 DEEC Bonds & 25 EPCG Bonds .The overall L1 bidder will be considered for award of the contract.
- 3) After examination of L1 bidder's rates, counter offer may be given by the company to the L1 bidder.
- 4) After finalization of rate with L1 bidder, the same will be offered by BHEL to L2, .....Ln bidders till the desired no. of parties as required / spelt in the tender are available to the company.
- 5) BHEL reserves the right to split the work load and award to more than one party as indicated earlier in the tender under general information.

Bidders Stamp and Signature (Authorised Signatory)

## **SECTION- IV**

### **SCOPE OF WORK AND OTHER CONDITIONS**

#### **A ) SCOPE OF WORK**

##### **1.0. Role of Bond Cancellation Agency**

The Agency will provide Liaison Services between BHEL and Customs and represent on behalf of BHEL for Cancellation of DEEC / EPCG LUT Bonds submitted earlier during Initial Registration of the License by BHEL at NCH Mumbai, CFS Mulund , JNPT Nhava Sheva & Air Cargo Complex Sahar for availing custom duty concessions under various schemes for Import of goods as indicated earlier in General Information

The scope of work shall include the following

##### **a ) Cancellation of LUT Bond for DEEC / EPCG License .**

The activities include

Submission of all required documents as per relevant Custom notifications / public notice issued by Customs ( if any ) for Cancellation of LUT Bonds for DEEC & EPCG schemes The documents in original / Xerox copies shall be provided by BHEL. The EODC shall be in Original normally except for very old cases where customs permit to cancel on basis of copy of EODC as a very special case on request in written by BHEL.

***Tracing of custom files and records i.e. original EODC for licenses submitted for Bond cancellation earlier at the Monitoring cell of Customs of NCH and relevant departments at other Custom Houses in Mumbai.*** Recall of Original LUT Bond from Bond section of Custom House and continuous follow up with customs authorities at various levels / stages as needed for cancellation of the Bonds for submitted licenses.

##### **b ) Projected Load for DEEC & EPCG Bond Cancellation**

For the year **2011 – 2012** we propose to submit documents for closure of Bonds for around **110** Numbers of Licenses under **DEEC scheme** for various units of BHEL and around **12 Nos. under EPCG scheme** and for **2012-2013 around 110 DEEC Bonds and around 13 EPCG Bonds** as and when received from the units

The Agency personal appointed for the above purpose shall be fully conversant with customs Laws, acts, regulations, notifications and classifications and shall proceed to carry out the required activities on behalf of the Company immediately on receipt of documents from the Company.

**At no point of time they shall keep the BHEL/ DGFT documents in their possession / custody for more than One week. The documents needs to be submitted to customs immediately and acknowledgement obtained, and submitted to BHEL, otherwise these documents shall be returned back to BHEL for safe keeping at our office**

- c )** In case any clarification or additional information is required from Company, the same shall be promptly brought to the notice of Company or its representative and obtained expeditiously.

In case Customs authorities are not satisfied with the documents initially submitted and need clarifications, the same shall be brought to the notice of company or its representative immediately and further action will be taken by you as per the instructions of the company which shall include submission to customs of additional documents as and when provided by BHEL. Bidders shall have trained manpower having requisite experience in carrying out the above listed activities.

**d ) Timely Cancellation of DEEC & EPCG Bonds**

The time period for cancellation would be as under

**1) DEEC Bonds – 15 Working days**

**2) EPCG Bonds – 25 Working days**

This time frame would be applicable subject to submission by BHEL of all documents as per requirements of Custom Public Notice, Standing Orders, Trade Policy Requirements of DGFT for Redemption, CBEC Circulars. The starting date shall be reckoned with from the date of Last Input from BHEL including reply to the last clarification from customs if any.

**e ) Penalty for Delay in Cancellation of Bonds**

After BHEL provides all the documents, last clarification to customs, the delay period would become applicable and shall be 0.5 % per day of delay subject to a maximum of 5 % of the Billable value for each Bond cancelled. This shall be deductible from the bills submitted by the Contractor for the bond Cancellation that is delayed.

**B ) OTHER CONDITIONS**

**1.0 TAXES & DUTIES**

Taxes & duties as applicable on the Liaison Services shall be paid extra. TDS will be recovered as per provision of Income Tax Act

## **2.0 PERIOD OF CONTRACT**

- 2.1 The period of Bond Cancellation contract will be for two years with the provision of further extension up to one year at same rates and condition at the sole discretion of BHEL.
- 2.2 The Company reserves the right to terminate the contract of any Contractor at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the Contractor who shall not be entitled for any compensation by reason of such termination.
- 2.3 If at any time during the currency of the contract, the Contractor fails to render all or any of the services required under the scope of work satisfactorily in the opinion of the Company, whose decision shall be final and binding on the Contractor, the company reserves the right to get the work done by other parties or departmentally at the Contractor,s risk and cost.
- 2.4 In the event of the Contractor going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the Contractor,s company/Firm becomes insolvent the contract shall automatically stand terminated.
- 2.5 The Company reserves the right to claim from the Agent any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract.
- 2.6 The Contractor shall not split or transfer to any other party any part of the contract during the currency of the contract.
- 2.7 The Contractor shall immediately intimate any change in the address of the Office during the period of Contract.
- 2.8 In the event of Agent backing out/not performing as per the contract, suitable action will be taken by BHEL. Additionally, future business of such de-faulting Agents will be suspended with BHEL as per company policy.
- 2.9 BHEL reserves the right of redistribution of work to the other party in case one of the parties fails or is unable to meet the requirement of BHEL during the currency of the Contract



### **3.0 Payments of Contractor bills.**

- 3.1 Payment of all Contractor bills will be made for all the closed bonds on fulfillment of all contractual obligations to the satisfaction of BHEL and on submission of bill complete in all respect along with all requisite documents stated below. Bills without all the documents will not be accepted. Generally, the Bills shall be paid within 30 working days.

Immediately after the Bond is cancelled the following documents shall be returned back to BHEL and acknowledgement obtained from BHEL Rep.

- 1) Cancelled Bond in original or Original letter issued by Customs in lieu of the cancelled bond.
- 2) Original Import License along with requisite documents - List of goods, Condition sheet, Original custom debit sheets / copy of License if Original License was not handed by BHEL for Cancellation. (These are normally handed over back by Customs Dept after Bond cancellation). These documents have to sent back to our BHEL units

While submitting Bills for Payment, copy of the acknowledgement (obtained from BHEL Representative) shall be attached along with Bill / Invoice as proof for Bond cancellation

**No bill will be processed for payment by the Company unless the above requirements are fully complied with.**

### Section V

#### Check List for Compliance of Tender Terms & Conditions.

Sl.No	Description	Accepted
1	<b>Earnest Money Deposit :</b> Payment of Rs. 40,000 / - towards Earnest Money Deposit to be submitted along with the offer. Demand Draft no. Dated enclosed.	Yes / No
2	All Pages of Tender Documents has been read and all terms and condition including section I to V have been understood by us and agree to comply with.	Yes / No
3	Tender document signed and stamped on all pages	Yes / No
4	Compliance letter in Company letter head signed, stamped and enclosed	Yes / No
5	Blank Price Bid Format duly signed ,stamped and enclosed along with Tech Bid )	Yes / No
6	Price quoted in Part II - Price Bid Format	Yes / No
7	<b>Offer Validity :</b> Offers shall remain valid till 60 days from the date of opening the Tender	Yes / No
8	<b>Duration of Contract :</b> The contract will be for Two years and extendable by one more year at the same rates, terms and conditions at the discretion of BHEL Management	Yes / No
9	<b>Cancellation of Contract :</b> BHEL reserves the right to terminate the contract if the services are found to be not satisfactory (Three written notices shall be given) and if there is no improvement noticed then the contract shall be terminated by giving 30 days notice. On cancellation of Contract the Contractor shall immediately return back all the documents of BHEL available with him.	Yes / No

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

Ref No:

Date:

To,

M/s Bharat Heavy Electricals Limited,  
Regional Operation Division,  
14<sup>th</sup> Floor, World Trade Centre-1,  
Cuffe Parade, Colaba, Mumbai – 400005

**Sub : Your Tender no RE/MUM/IMP/8T/5177 due on 24<sup>th</sup> Nov 2011**

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

**SIGNATURE AND SEAL OF TENDERER**

Bidders Stamp and Signature (Authorised Signatory)

## **SECTION VI**

### **GENERAL TERMS AND CONDITIONS**

- 1.0** The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-
- 1.1** BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2** "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CONSULTANT" where the context so requires.
- 1.3** "SITE" shall mean the place or places, including various CUSTOMS HOUSES where the services are to be performed as per the specification of this tender.
- 1.4** "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.5** Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6** "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7** "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

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**1.8** "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.

**1.9** "VALIDITY OF THE CONTRACT" The contract will remain valid for 2 years from the date of LOI and same shall be extended for one year at discretion of BHEL.

**1.10** "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side. All efforts to be made for closure of contract within 3 months from date of expiry of the contract.

## **2.0 COMMENCEMENT OF WORK:**

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

## **3.0 INVOICES AND PAYMENTS**

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

## **4.0 RISK PURCHASE:**

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

**4.1** If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the security deposit.

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- 4.2** To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit of this or any other contract
- 4.3** To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

## **5.0 OBSERVANCE OF LOCAL LAWS :**

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

## **6.0 FORCE MAJEURE:**

The following shall amount to force majeure conditions:-

- 6.1** Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion, insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- 6.2** If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given

by the contractor to BHEL within 14 days from the date of occurrence thereof.

**6.3** The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

**6.4** Force Majeure conditions will apply on both sides.

## **7.0 PREVENTION OF CORRUPTION:**

**7.1** Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.

**7.2** BHEL shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favour or disfavour to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with BHEL.

## **8.0 ARBITRATION**

**8.1** If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between BHEL and the Contractors, the same shall be referred to the sole arbitrator i.e. General Manager, BHEL, ROD, Mumbai or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both the parties.

**8.2** The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

**8.3** The place of Arbitration will be BHEL, ROD office, Mumbai.

## **9.0 LAWS GOVERNING THE CONTRACT:**

**9.1** The contract shall be governed by the Indian Laws for the time being in force and only courts in Mumbai, India shall have jurisdiction over this contract.

## **10. INDEMNITY:**

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

## **11. SECURITY DEPOSIT:**

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

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

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

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

**11.5** Security deposit may be made in any of the following ways  
 (a) Cash as permissible under IT Act (b) Pay Order, Demand Draft in favour of BHEL(c) Local cheques of scheduled banks subject to realization (d) Securities available from post office such as National Savings certificate, Kisan Vikas Patras etc.[certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back ](e) Bank Guarantee from Scheduled Banks / Public



Financial Institutions as defined in the Companies Act. The Bank Guarantee Format should have the approval of BHEL (f) Fixed Deposit receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.

- 11.6** The security deposit shall not carry any interest.
- 11.7** Securities / BG's shall be released after three (3) months of successful execution and completion of the contract. The contract will be considered as complete in all respects after full and final settlement of dues and receipt of no due certificate from the CHA. No further claims will be entertained after the closure of contract.

## **12. EARNEST MONEY DEPOSIT:**

- 12.1** The bidders shall enclose a Demand Draft for Rs. 40,000/- (Rupees Forty Thousand only ) towards Earnest Money along with their submitted offer .
- 12.2** The EMD given by the Bidder will be forfeited if (i) after opening of the tender, if the bidder revokes his tender within the validity period or increases his earlier quoted rates (ii) If the bidder after opening of the tender does not commence the work within the period as per LOI / contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
- 12.3** EMD shall not carry any interest.
- 12.4** EMD of successful bidder shall be adjusted towards part of the security deposit payable by DD.
- 12.5** EMD of all unsuccessful bidders shall be refunded normally within fifteen days of acceptance of award of work by the successful bidder.

## **13 MISCELLANEOUS**

The Agent shall also carry out and observe the provisions of the Workman's Compensation act and Shops and Establishment Act and all other relevant Acts of the center and the State and any rules made there under 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 Child Labour Act or any other acts/rules /statutes in force.

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Bidders Stamp and Signature (Authorised Signatory)