

**TENDER FOR CANCELLATION OF PROJECT IMPORT AT VARIOUS CUSTOM
HOUSES, in MMR**

TENDER NO: RE/MUM/BC/PI/2022-2215



DATE OF ISSUE : 15th June 2022

LAST DATE OF SUBMISSION : 15th June 2022 @ 1500 Hrs

M/s _____

Dear Sirs,

Sub: Tender for Cancellation of PI bonds at various Mumbai Custom houses.

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

BHEL invites offers from Custom Brokers/Custom House Agents for **cancellation of Project Import Bond at various Customs houses located in MMR**. The tender comprises of

- | | |
|---|-------------|
| 1. Scope of Work | Section I |
| 2. Instruction to bidders | Section II |
| 3. Essential criteria for Technical Qualification | Section III |
| 4. Format for Techno-commercial Condition | Section IV |
| 5. General Terms and Conditions | Section V |
| 6. BHEL Rate Schedule and Price Bid | Section VI |
| 7. Compliance Letter | Section VII |

Important Details of the Tender:

Sn	Name and Address	Phone Nos. & Email
1	BHEL ROD Mumbai Mr Santraj Mani Mr Pavan Katakdhound Material Services Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14, 15th Floors, World Trade Centre, Cuffe Parade, Mumbai - 400005	Phone No. 8291409606 /022 22171370 Email : santraj@bhel.in Phone No. 9167887968/022 22171343 Email : pavan@bhel.in
2	Locations of Customs Houses where Cancellation of bond is to be done or B/Es need to be finally assessed.	1. NCH, Ballard Estate Mumbai 2. JNCH, Nhava Sheva 3. Air cargo complex Sahar 4. Mulund CFS
3	EMD Amount	Rs. 34920 /-
4	Time Limit for offer & EMD Submission	15th June 2022 @ 15.00 hrs.
5	Last Date of Submission of Offer (2 Bid)	15th June 2022 @ 15.00 hrs.

GUIDELINES FOR OFFER SUBMISSION:

1. The offer is to be submitted in Hard Copy format from all vendors in two-part bid system and same can be sent to our company address in sealed envelope format. The bids to be submitted in Two separate envelopes as Technical and price bid.
2. Bidder shall clearly mention Tender Reference No (RE/MUM/BC/PI/2022-2215), bidder name and type of bid (Techno Commercial Bid or Price Bid) on top of both envelopes.

For example, a subject for techno commercial bid from M/s XYZ should be (RE/MUM/BC/PI/2022-2215), - M/s XYZ- Techno Commercial Bid.

3. Price Bid must be submitted in the prescribed format in section VI, price bid submitted in any other format will be rejected.

Tender should include

- (I) **EMD: The EMD Rs. 34920/- to be submitted through NEFT/RTGS.** The fund may be transferred to the following account.

BHEL Bank Account details:

NAME: Bharat Heavy Electricals Limited

Bank & Branch: State Bank of India, Cuffe Parade Branch

Account No: 10783155482

IFSC Code: SBIN0005345

The EMD should be submitted latest by 1500 Hrs on due date of tender. The offers without EMD will not be considered for evaluation. UTR details shall be furnished vide email before opening of tender. NO hard copy DD shall be accepted.

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

GENERAL INFORMATION

BHEL Mumbai office is coordinates with various manufacturing units of BHEL for custom clearance of imported goods from various countries. BHEL Imports goods (viz) Raw materials, Components, consumables and spares for Equipmentös 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 Project Import Scheme

For the above scheme, BHEL has submitted Bonds when the Project Import was 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 ONE agency for Cancellation of the above Bonds at Customs House located at Ballard Estate Mumbai, CFS Mulund, Air Cargo Complex Sahar & Nhava Sheva

SECTION – I

SCOPE OF WORK

The Contractor / Customs Broker will have to Cancel Project Import bond registered at various Customs houses and carry out all the activities required as per the detail scope of work.

A. SCOPE OF WORK

LUT Bond Cancellation

1. Coordinate closely with the BHEL/Customs and ascertain the documents required for Cancellation of bonds.
2. The contractor shall act as Customs Broker for BHEL at custom Houses for Cancellation of Bonds.
3. The scope of work does not include customs clearance of the cargo.
4. The Contractor will be required to perform all duties as prescribed under Customs Act 1962 and Customs Broker Regulations 1984 and as amended from time to time.
5. The Contractor shall have sufficient and well experienced/ qualified staff well conversant with latest customs rules and regulations, classification and able to act independently at Customs for providing best service of man power to collect/accept the documents from BHEL for speedy clearance activities.
6. Scope of work comprises of all activities (but not limited to) as given below :-
 - a. Collection & Submission of documents/paper work.
 - b. Reply to queries.
 - c. Party shall be responsible for tracing required documents from customs record.
 - d. Follow up at every stage (Final assessment, Audit(s) , closure) at all required port.
 - e. Final Closure.
7. The Contractor shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Customs.

8. Preparation and filing of all necessary relevant documents with the Customs etc. on behalf of BHEL.
9. The Contractor will collect Dak / courier viz. Documents, letters from the BHEL offices in Mumbai.
10. Immediately on receipt of documents from BHEL the contractor shall verify completeness of all the documents and shortcoming, if any, must be pointed out for necessary action by BHEL.
11. Contractor shall have to arrange all permissions from all concerned agency applicable for smooth cancellation of bonds.
12. GST as applicable on Customs Broker services will be paid extra. TDS will be recovered as per provision of Income Tax Act/GST Act.
13. All system/register entries at Custom Houses related to bond cancellation, if any to be completed in all respect wherever required, if any.
14. Each Project Import file will have several Bills of Entry. Contractor will be responsible for final assessment and audit at port of clearance.

The start date shall be reckoned with from the date of Work order placed.

15. Load Pattern:

Sr. no	Project Import file	Total
1	6	6

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

16. No observation from whosoever will be entertained once the application is submitted to customs and it will be responsibility of contractor to satisfy the customs in all respect with regards to bond cancellation and ensure the letter of bond cancellation is done in the specified time period allowed for cancellation.
17. Contractor will carry out all the necessary activities at each customs house required for bond cancellation.
18. **Penalty for Delay in Cancellation of Bonds:** The delay beyond the allotted time period shall attract a penalty of 1% per week pro rata on the charges for a bond cancellation to maximum 10% of the charges for a bond cancellation of that particular bond. Such penalty shall be recovered while releasing the bill amount of the contractor. Penalty will be applicable on only those PI files which will be closed after allotted time.

However as per CGST Act, penalty will be taxable as service and is subject to GST @ 18%, which shall be charged over and above the penalty amount. A separate GST invoice will be raised by BHEL for the same.

19. In very old cases where desired documents are not easily traceable BHEL can provide undertaking based which contractor shall arrange bond cancellation.
20. Detailed Instructions, terms and conditions are covered in Section II, III and IV & V of this Tender document. Bidders are requested to carefully read these sections.
21. If 'Alert' are placed in custom house for Bond cancellation for those bonds which are already submitted to Agency/Customs and not cancelled, then it will be responsibility of the contractor to remove the 'Alert'

B. Period of Contract:

1. The period of Bond Cancellation contract will be for **3 Months** from the date of LOA for all 6 Project Import files. Extension will be provided when delay will attribute to BHEL.
2. BHEL reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, the contractor shall not be entitled for any compensation by reason of such termination
3. The Contractor must give minimum 01-month notice in writing if he wishes to discontinue the awarded work.
4. If at any time during the currency of the contract, the contractor fails to render all or any of the service required under the scope of work satisfactorily in the opinion of the Company, whose decision shall be final and binding on the contractor, the company reserves the right to get the work done by other parties or departmentally at the contractor's risk and cost.
5. In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, the company shall have the right to terminate the contract forthwith. In case any of the contractor's company/firm becomes insolvent the contract shall automatically stand terminated.
6. The contractor shall not split or transfer to any other party any part of the contract during the currency of the contract. The Agent shall not split or transfer to any other party any part of the contract during the currency of the contract. However, in case of suspension of CHA license/ any adverse demand/ Notice from the customs/ port authorities/ BMC / any other Agency due to which BHEL's work is getting affected, the Contractor can utilise or have interim arrangements of other CHA licence to complete the partially processed documents of BHEL by Contractor. However, the other CHA, used by the Contractor, shall have no financial implication on BHEL. The entire responsibility will remain on the Contractor.

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

SIGNATURE AND SEAL OF TENDERER

SECTION II

INSTRUCTIONS TO BIDDERS

I. GUIDELINES FOR OFFER SUBMISSION:

2. The offer is to be submitted in Hard Copy format from all vendors in two-part bid system and same can be sent to our company address in sealed envelope format. The bids to be submitted in Two separate envelopes as **Technical and price bid**.
3. Bidder shall clearly mention Tender Reference No (RE/MUM/BC/PI/2022-2215), bidder name and type of bid (Techno Commercial Bid or Price Bid) on the envelop. For example, a subject for techno commercial bid from M/s XYZ should be (RE/MUM/BC/PI/2022-2215), - Techno Commercial Bid.
4. BHEL is not responsible for late receipt of offers due to any reason.
5. Price Bid must be submitted in the prescribed format in section VII, price bid submitted in any other format will be rejected.
6. Bidder will be solely responsible for submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
7. Bidders are advised to go through the tender document fully before submitting their offers.
8. It shall be responsibility of the contractor that their agents ensure proper working in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
9. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
10. The offers will be evaluated on the basis of the total price basis.
11. The tender documents comprise the 03 parts as following: -

- I. **EMD: The EMD Rs. 34920/- to be submitted through NEFT/RTGS.** The fund may be transferred to the following account.

BHEL Bank Account details:

NAME: Bharat Heavy Electricals Limited

Bank & Branch: State Bank of India, Cuffe Parade Branch

Account No: 10783155482

IFSC Code: SBIN0005345

The EMD should be submitted latest by 1500 Hrs on due date of tender. The offers without EMD will not be considered for evaluation. UTR details shall be furnished vide email before opening of tender. NO hard copy DD shall be accepted.

- II. Part-1 ñ Techno Commercial Bid.
Should be submitted as per guideline provided.
- II. Part-2 ñ Price Bid
Format of price bid must not be changed.

Sign and Seal of the Bidder

SECTION III

EVALUATION CRITERIA:

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

Load figure (No of Bonds) are provided in the price bid respective right hand side column. The load pattern (No of Bonds) given is tentative which will be used for evaluation of the tender. The actual load pattern to be followed under the contract may, however differ at the time of execution.

निविदाकर्ता के हस्ताक्षर और मुहर

SIGNATURE AND SEAL OF TENDERER

SECTION IV

FORMAT FOR TECHNO- COMMERCIAL BID

Offers of parties not meeting the below will be rejected.

Sn	Description	Remarks
1.	EARNEST MONEY DEPOSIT: The Bidders, must submit EMD of 34920/- in as suggested in tender document.	(Details of the EMD to be provided here)
2.	Bidder must have an average annual turnover not less than INR 5.24 Lakhs for the last 03 Financial years Last 03 FY shall be read as FY 2021-2022/2018-2019, 2019-2020 & 2020-2021.	CA certificate having UDIN/ Audited balance sheets inclusive of P&L Statement.
3.	Bidder must submit experience of having successfully executed <i>“Custom House Agent”</i> contract in the last 7 years (ending last day of month previous to the one in which the tender is floated) as under: (a) Three contract of value not less than INR 6.85 Lakhs each or Equivalent or (b) Two contract of value not less than INR 9.75 Lakhs each Or (c) One contract of value not less than INR 13.7 Lakhs	Copy of contract(s)/ Work order along with satisfactory completion/Execution certificate from customer in respect of these Contracts. Details of the customer with email and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.
4.	Must submit proof for having cancelled PI Bonds (Min value of Bond/s will be 1Cr)	vender may submit proof of cancelled bond copy / completion certificate by customer etc. Same will be verified from the issuing authority by BHEL.
5.	The Bidder should not have been banned/Suspended for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank as on date of publication of NIT.	A self-certification dated after publication of NIT should be submitted on company letter head by the bidder indicating compliances.
6.	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	A self-certification dated after publication of NIT should be submitted on company letter head by the bidder indicating compliances.
7.	Party must have office in Mumbai	Name, address of office, Tel. No. of office, Fax No. and Email ID for correspondence
8.	Company Details: PAN Number & GST Registration	Self-attested Copy to be provided

9.	Participation in Reverse Auction	Agreed
10.	Letter of authorization for signatories to act on behalf of the company.	POA
11.	PAYMENT TERMS: As Specified in the tender.	Agreed
12.	Valid CHA Licence certificate from the customs	Self-attested Copy of certificate to be provided
13.	INDEMNITY: Agent shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
14.	VALIDITY: The period of contract will be for 3 Month .	Agreed
15.	RISK PURCHASE: In the event of failure of CONTRACTOR to execute the contract offered to them within 30 days, BHEL reserves the right to use alternative source at their risk and cost and extra expenditure incurred if any shall be borne by the CONTRACTOR.	Agreed
16.	We have understood the scope of work and accordingly have quoted the prices in the price bid schedules. No other charges will be paid except GST	Agreed
17.	GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor	Agreed

SIGNATURE AND SEAL OF TENDERER

SECTION V

GENERAL TERMS AND CONDITIONS

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

- A. BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
- B. "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" where the context so requires.
- C. "SITE" shall mean the place or places, including Project store at which the Cargo/ service / equipment are to be delivered and services are to be performed as per the specification of this tender.
- D. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, LOI, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications, the Special Specifications and LOI (if any).
- E. "POWER CERTIFICATE" shall mean Essentiality certificate/ recommendation letter taken from appropriate authority for importing goods as per condition 54 of Customs notification as 50/2017 Sl no 414 and its amendment time to time, if any.
- F. "DUTY DIFFERENCE BOND" is legal undertaking furnished to customs as per para no (iii) condition 54 of Customs notification as 50/2017 Sl no 414 and its amendment time to time, if any
- G. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Work Order.
- H. "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.
- I. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- J. "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.

- K. **ôVALIDITY OF THE CONTRACTô** The period of LUT Bond Cancellation Contract will be for 3 months with the provision of further extension up to one year by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for three more months till all the activities specified therein are completed in all respects to the satisfaction of BHEL.
- L. **ôCOMPLETION OF THE CONTRACTô** The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

1.0 COMMENCEMENT OF WORK:

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

2.0 INVOICES AND PAYMENTS

- 2.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 2.2 The contractor will have to generate the invoice for the cancelled bond after submitting all documents to BHEL.
- 2.3 The payment will be made within 15 days of submission of commercially clear invoice after adjusting penalty.

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

- a. Cancelled Bond in original or Original letter issued by Customs in lieu of the cancelled bond.

The documents to be submitted along with **bills in duplicate** are as follows:

- 1. copy of the acknowledgement obtained from BHEL representative shall be attached along with Bill / Invoice as proof for Bond cancellation.
- 2.4 The GST will be paid separately.. GST elements shall be shown separately in the invoice.

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

3.0 Time Limit for Submission of Bills

- 3.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (4) four months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 3.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 3.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval BHEL.

4.0 RISK PURCHASE:

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

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

5.0 OBSERVANCE OF LOCAL LAWS:

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

6.0 FORCE MAJEURE:

The following shall amount to force majeure conditions: -

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

7.0 PREVENTION OF CORRUPTION:

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

8.0 SETTLEMENT OF DISPUTE

- 8.1 Except as otherwise specially provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the GM ROD of BHEL subject to a written appeal by the Bidder to the GM ROD whose decision shall be final to the parties hereto.
- 8.2 Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.
- 8.3 If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause below.

9.0 ARBITRATION & CONCILIATION:

- 9.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Conciliation Clause herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the "Dispute"), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the "Notice"). The Notice shall be addressed to the Head of the ROD issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL ROD issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL ROD issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.
- 9.2 The Arbitrator shall pass a reasoned award.

- 9.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi/Mumbai. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 13.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.
- 9.4 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
- 9.5 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.
- 9.6 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.
- 9.7 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

10.0 CONCILIATION:

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

Notes:

2. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
 3. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- 10.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-C. The Annexure-C together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein.
- 10.3 The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Annexure-C from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure-C with effect from the date as intimated by BHEL to it.

10.4 CONCILIATION:

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

Notes:

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

11.0 LAWS GOVERNING THE CONTRACT:

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

12.0 INDEMNITY:

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

13.0 SECURITY DEPOSIT:

- 13.1 Successful bidder shall submit 5% of the total contract value as security deposit. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit
- 13.2 Security deposit may be made in any of the following ways:
- i) Only Electronic Fund Transfer in favor of BHEL
 - ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
 - iii) 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)
 - iv) 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)

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

13.4 The security deposit shall not carry any interest.
(Note: Acceptance of Security Deposit against above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Securities / BGö's shall be released after 1 **Month** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

Bidder to submit performance security required for execution of the contract within the 05 working days (excluding bank holidays) of the LOA. 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.

14.0 EARNEST MONEY DEPOSIT:

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

- Electronic Fund Transfer credited in BHEL account (before tender opening)

14.2 EMD of the Bidder will be forfeited if:

- (i) After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- (ii) The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract
- (iii) If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited

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

- 14.4 EMD of successful bidder will be adjusted towards part of the security deposit.
- 14.5 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.
- 14.6 EMD shall not carry any interest.
- 14.7 In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs.20 lakhs maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

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

- 15.1 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 15.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 15.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 13.1 and 13.2 above.
- 15.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 15.5 If there is no provision in the tender for quoting in words, then only figures should be mentioned.
- 15.6 In case of discrepancy in understanding the text in NIT, English text will be considered as final and correct.

16.0 REQUIREMENTS OF PERFORMANCE.

- 16.1 All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident en-route and consequences therefore including legal complications, if any.

- 16.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

17.0 SERVICE DURING POST CONTRACT PERIOD:

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

18.0 CONSTITUTION OF THE FIRM

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

19.0 CHANGE IN BUSINESS/LOAD PATTERN:

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

20.0 SUBLETTING NOT ALLOWED

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

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

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

22.0 BHEL FRAUD PREVENTION POLICY

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

23.0 OFFER VALIDITY

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

24.0 MSE suppliers:

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

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

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

For MSE vendors getting award-

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

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

निविदाकर्ताके हस्ताक्षर और मुहर

SIGNATURE AND SEAL OF TENDERER

SECTION VI

PRICE BID FORMAT

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

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

Note:

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

SIGNATURE AND SEAL OF TENDERER

SECTION VII

(Letter of compliance on Company's Letter Head)

Ref No: **RE/MUM/BC/PI/2022-2215**

Date:

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai - 400 005

Sub: Your Tender no (RE/MUM/BC/PI/2022-2215),

Dear Sir,

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

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

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

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

We certify that no addition/modification/alteration has been made in the original document down loaded from BHEL website/email. If at any stage, alteration/ modification is noticed in the Original Document, I/We will abide by terms and conditions contained in the original tender document, in case, any deviation is observed the same is not be entertained / considered by BHEL.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER