


**Tender for Appointment of CHA for customs clearance of cargo at Hazira Port for Forging for Rotor Shaft**

**TENDER NO: RE/MUM/IMP/HW/IS-1632 dated 02/11/16**

	<p>Bharat Heavy Electrical Limited ( A Govt. of India Undertaking ) Regional Operation Division 14/15<sup>th</sup> Floor, World Trade Centre-1 Cuffe Parade, Mumbai – 400 005</p>
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**LAST DATE OF SUBMISSION**

**: 07<sup>th</sup> Nov 2016  
: 1530 Hrs**

To

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

Dear Sir,

BHEL, a Power Equipment Manufacturing Company, intends to import Engineering cargo.  
Your most competitive offer is invited for the subject transportation on the following terms and conditions.

The tender comprises of

Sr No	Description	Section
1	Scope of Work	I
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**Important Details of the Tender**

<b>Name and Contact Details of the Person for Queries in the Tender</b>	<p>(1) Julie Srivastva AGM, Imports, BHEL Phone : 022-22171340 <a href="mailto:julie@bhel.in">julie@bhel.in</a></p> <p>(2) Pankaj G DGM, Imports, BHEL Phone : 022-22171377 <a href="mailto:pankajg@bhel.in">pankajg@bhel.in</a></p> <p>(3) Saket Bharadvaj Sr. Engineer Phone : 022-22171343 <a href="mailto:saket@bhel.in">saket@bhel.in</a></p>
<b>EMD Amount</b>	Rs 2600/- ( Two Thousand Six Hundred Rupees )
<b>Time limit for EMD Submission</b>	07/11/2016, 1500 Hrs.
<b>Last Date of Submission of the Tender</b>	07/11/2016, 1500 Hrs.
<b>Tender Opening Date</b>	07/11/2016, 1530 Hrs.

**SECTION I****SCOPE OF WORK****Shipment Details****Packing List**

Sr No of Ring	L(mm)	W(mm)	H(mm)	Dead Weight MT	Shipment tentative date
1	13601	2400	1460	87.4	13/11/2016

**Detail Scope of Work:**

1. Coordinate closely with the BHEL/Customs (*refer General Information for full address*) and ascertain the documents required for custom clearance
2. The contractor shall act as Customs Broker for BHEL at Hazira Custom house.
3. Contractor shall arrange all custom clearance activities at discharge port. BE will be in the name of BHEL. The custom clearance shall be done in DEEC License registered at Mumbai Port/JNPT. Filing of Bill of entry will be done by contractor only after approval of checklist from BHEL.
4. Contractor shall liaise with customs / Port / other relevant authorities and arrange for custom documentation, coordination with Port authorities, vessel agents and BHEL appointed transporter. Customs duty is Nil on the cargo as per the customs notification. However if duty on cargo is applicable the same will be paid by BHEL.
5. Contractor shall have to arrange all permissions from all concerned agency applicable for smooth clearance and dispatch from discharge port.
6. Safe Discharge of Heavy Lift Cargo to trailer provided by BHEL.

7. The contractor will have to co ordinate with BHEL transporter for correct and exact movement of Trailer to match Vessel arrival at discharge Port.
8. Contractor to satisfy that all the documents are in order for customs/port (s) clearance at discharge port. The number and type of documents required for import formalities will have to be intimated by the successful contractor and BHEL shall arrange the same.
9. It will be responsibility of the contractor for safe storage of all items till despatch. The contractor will ensure watch & ward for the materials till dispatch. It should be ensured that the packages are stored at concretized area inside the port.
10. The contractor shall keep contact with BHEL transporter for direct delivery to ensure that vessel is not detained at the discharge port. No vessel detention charges are payable at the discharge port by BHEL in case of any delay for receipt of materials by consignee.
11. The contractor shall also undertake all coordination work for transporting goods from port, *loading & unloading (wherever required)*. They have to provide details of arrival of vehicle inside port, the package no. loaded in which vehicle, date of loading, date on which the vehicle was removed outside the port and corresponding LR and its transporter. Photos/print of Heavy lift loaded on stools clearly indicating package no to be provided. Details package directly loaded under hook should be provided separately.
- 12. Payment of Wharfage, Terminal handling royalty charges and demurrage of cargo, if applicable at discharge port will be reimbursed against original receipts enclosed with the bill.**
13. After completion of dispatch, contractor should submit the Original Bills of Entries, customs attested original invoice etc. Immediately under separate covering letters within 15 days from the date of dispatch of cargo from port. The agent shall also send soft copy of Bill of Entry in advance by email.
14. Detailed Instructions, terms and conditions are covered in Section II, III, and IV to V of this Tender document. Bidders are requested to carefully read these

sections.

## **SECTION II**

### **INSTRUCTIONS TO BIDDERS**

1. Bidders are advised to go through the tender document fully before filling up the **format for techno-commercial bid (SECTION V)** and **Price bid (SECTION VI)**.
2. The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
3. The price offer must be made only in the formats enclosed with this tender.
4. The offers shall be kept valid for a period of 15 days from the date of opening of the tender.
5. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
6. The offers shall be made in separate envelopes for

#### **1) Techno-commercial Bid (please read the following sections carefully)**

Bidders are required to fill up the details as per tender conditions in the Format for techno-commercial bid (Section V) and provide a certificate of compliance in the prescribed format in this envelope.

In addition the **entire tender document with blank price bid** duly signed and stamped on each page may also be enclosed in this envelope.

EMD shall be submitted as per CI 15 of section IV.

Offers without EMD shall be rejected.

This envelope should be clearly super scribed as '**Techno-commercial Bid**' with the seal and mark of the Bidder.

## 2) Price Bid:

Prices as per the format in this tender document (Section VI) should be carefully filled up and enclosed in this envelope. Prices must be quoted both in figures and in words necessarily without fail as per the format in this tender document. In case of variation between the price offered in figures and in words, the price offered in words will prevail. No conditions should be put in the price bid.

This envelope should be clearly super scribed as '**PRICE BID**' with the seal and mark of the bidder.

Both Envelopes are to be enclosed in a separate cover and submitted. The cover shall be labeled with the Contractors name, address and contact person. This cover may be super scribed 'Tender for Appointment of CHA for customs clearance of cargo at Hazira Port for Forging for Rotor Shaft' and addressed to the 'ADDL. GENERAL MANAGER, BHEL, ROD, MUMBAI'

Tenders complete in all respects addressed to the ADDL. GENERAL MANAGER, BHEL, ROD, MUMBAI to be submitted in the tender box at 15th floor, BHEL, World Trade Centre, Cuffe Parade, Mumbai-400005. by 1500 Hrs on the **07/11/2016**. Tenders received after the scheduled time is liable to be rejected.

The offers (Techno-commercial Bids) will be opened in the presence of bidders or their representatives on **07/11/2016** at 1530 Hrs on 15th floor in our office as above.

BHEL will adopt Reverse Auctioning with the technically qualified bidder on the prescribed schedule to finalize the tender. The procedure and date with notice for Reverse Auction shall be intimated to the technically qualified bidders.

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

### **SECTION III**

#### **SPECIAL CONDITIONS**

(1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – IV.

#### **(2) PAYMENT TERMS:**

- a. The charges will be in Indian Rupees.
- b. 100% payment of Contract will be made by BHEL ROD Mumbai on completing the relevant activity.
- c. Payment will be made within fifteen working days after the receipt of clear and complete Bill in all respects as per the terms of the contract.
- d. Following documents to be submitted by contractor for processing of the bill  
(To be submitted in triplicate)
  - i. Duplicate & Triplicate BE in original.
  - ii. Invoice and packing list.
  - iii. Returning of Original License if provided by BHEL for debiting.
- e. Payment of Wharfage, Terminal handling royalty charges and demurrage of cargo, if applicable at discharge port will be reimbursed as per Adani port tariff against original receipts enclosed with the bill.
- f. Any Govt. levy, Custom Duty/Stamp duty if applicable shall be reimbursed as per Adani port tariff against original receipts enclosed with the bill.

#### **(3) Evaluation Criteria:**

- 1. Price bids of Parties qualifying the technical bid will only be considered for evaluation.**
- 2. The offers will be evaluated on the basis of the total price offered in the Price Bid (Section VI).**



## **SECTION IV**

### **GENERAL TERMS AND CONDITIONS**

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 "CARRIER" or "TRANSPORTER" or "FREIGHT FORWARDER" or "MTO" where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, LOI, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.

1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.

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

1.9 "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL.

1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

## **2.0 ISSUE OF NOTICE:**

2.1 The Contractor shall furnish the name, designation and addresses of his authorized agents/associates at Mumbai (India), at the Load Port and at the discharge Port. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent/representative.

## **3.0 COMMENCEMENT OF WORK:**

3.1 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.

## **4.0 INVOICES AND PAYMENTS**

4.1 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.

4.2 The Service tax/cess elements have to be shown separately in the invoice.

## **5.0 RISK PURCHASE:**

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

5.1 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.

5.2 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.

5.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

## **6.0 OBSERVANCE OF LOCAL LAWS :**

6.1 The 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.

6.2 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.

6.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

## **7.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:**

7.1 All safety rules, codes applied by BHEL/its customer at site shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

## **8.0 INSURANCE:**

8.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks material handling at port(s).

8.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.

8.3 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.

8.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

9.0 **FORCE MAJEURE:** The following shall amount to force majeure conditions:-

9.1 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.

9.2 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.

9.3 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 nonperformance 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.

9.4 Force Majeure conditions will apply on both sides.

#### **10.0 PREVENTION OF CORRUPTION:**

10.1 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.

10.2 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.

#### **11.0 ARBITRATION**

11.1 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.

11.2 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.

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

## **12.0 LAWS GOVERNING THE CONTRACT:**

12.1 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.

## **13.0 INDEMNITY:**

13.1 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.

## **14 Security Deposit**

14.1 Successful bidder shall submit 5% of the total contract value as security deposit within Three days of issue of LOI for the contract. EMD of the successful tenderer shall be converted and adjusted towards therequired amount of Security Deposit

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour 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)

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

14.4 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iv) and (v) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Securities / BG's shall be released after three **(3) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

## 15 Earnest Money Deposit

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

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

15.2 EMD of the Tenderer will be forfeited if:

15.2.1 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.

15.2.2 The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract

15.23 If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited

EMD by the 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.

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

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

15.5 EMD shall not carry any interest.

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

16.1 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.

16.2 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

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

16.4 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.

## **17 Requirements of Performance.**

- 17.1 All the permissions and Clearances or any other relevant authorization/indemnities from/to 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 enroute and consequences therefore including legal complications, if any.
- 17.2 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.
- 17.3 The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.
- 17.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Contractor at his own cost.
- 17.5 In the event of contractor backing out/not performing as per the contract, suitable action will be taken by BHEL as per contract. Additionally, future business of such de-faulting Agents will be suspended with BHEL as per company policy

17.6 Whenever asked by company, all documents including bill of lading, delivery orders, payment invoices etc will be returned by contractor immediately not later than three working days, failing which appropriate action as deemed fit and recovery of the losses by the company will be done.

17.7 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 becomes insolvent the contract shall automatically stand terminated.

### **18 Short – Landed Or Damaged Goods.**

18.1 It shall be the responsibility of Contractor to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/losses/damages. Under no circumstances, the intimation shall be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.

18.2 In case of goods specified by BHEL and in case of apparent damages, the Contractor will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Contractor shall lodge claim with the appropriate authorities.

18.3 The Contractor is responsible for safe transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.

18.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

### **19 Service During Post Contract Period**

19.1 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.

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

## **20 Subletting Not Allowed**

20.1 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.

20.2 The contractor shall not split or transfer to any other party any part of the contract during the currency of the contract.

## **21 Joint Survey**

**21.1** Situations may arise during the course of handling / transportation of containers/ cargo when a container or cargo meets with an accident. The contractor may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of BHEL / Consignor / Consignee / Insurance Company, /BHEL representative etc. for assessment of loss/damage to cargo and / or container. In case the contractor does not provide his own surveyor for the joint survey, the contractor shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the contractor shall be under obligation to arrange to issue "Damage Certificate" or "Short landing certificate" to the Consignor/ Consignee, within a reasonable time, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by BHEL. Settlement of claims of Consignor/Consignee with Insurance Company should not lead to the conclusion on the part of the contractor that his liability is over. The contractor shall be required to settle all claims/liabilities, whatsoever, against BHEL, which come to BHEL under all such situations. The contractor

may undertake to repair the damaged container, which has met with an accident under his custody, at his own initiative. This he shall do to the complete satisfaction of the concerned shipping line / BHEL to which the container belongs to at the time of accident.

## **22 Guidelines for suspension of business dealings with suppliers/ contractors'**

**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](http://www.bhel.com). The link for the same is available at [http://www.bhel.com/vender\\_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13\\_abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf)**

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**Section V****Format for Techno- Commercial Conditions**

<b>Sr No</b>	<b>Description</b>	<b>Confirmation by Bidder</b>
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**Format for Techno- Commercial Conditions**

<b>Sr No</b>	<b>Description</b>	<b>Confirmation by Bidder</b>
<b>(a)</b>	Bidder should have at least last 3 years experience in the Field of custom clearance and handling.	CA certificate/work order/ be uploaded
<b>(b)</b>	Bidder should have Registration with Hazira Customs /Hazira Port.	Self attested copy of registration to <b>be uploaded</b>
<b>(c)</b>	EMD Details	DD NO, Date & Bank Name to be provided
<b>(d)</b>	Payment Terms as per Section III	Agreed
<b>(e)</b>	INDEMNITY: Contractor 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
<b>(f)</b>	Arbitration : As specified in General Terms and Conditions	Agreed
<b>(g)</b>	<p><b>CANCELLATION OF THE CONTRACT:</b> BHEL shall have the right to cancel the contract for unsatisfactory performance. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract.</p> <p>If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of</p>	Agreed

	<p>completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract.</p> <p>BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.</p>	
<b>(h)</b>	<p><u>GOVT. RULES &amp; REGULATIONS:</u> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licenses, permits for operation in India/ transit country / discharge countries,. It is obligatory for CONTRACTOR to comply with regulating requirements in load port countries are fully met before award of the contract.</p>	Agreed
<b>(i)</b>	<p><u>RISK PURCHASE:</u> <i>As Specified in General Terms &amp; Conditions.</i></p>	Agreed
<b>(j)</b>	<p>Penalty for Delay in Customs clearance: The delay beyond the 6 working days of handing over of last document by BHEL shall attract i.e. from 8th day (excluding the date last documents/application handing over) a penalty of 5% per week pro rata on the total value of the quoted schedule of the price bid to maximum 10% of the total value of the corresponding schedule in price bid. Such penalty shall be recovered while releasing the bill amount of the contractor.</p> <p>Example: if last handover documents date is 1st Nov. then penalty start date should be 9th Nov.</p>	Agreed

SIGNATURE AND SEAL OF TENDERER

**Section VI****Tender No : RE/MUM/IMP/HW/IS-1632****Price Bid**

<b>Sr No</b>	<b>Description</b>	<b>Currency</b>	<b>No of Shaft</b>	<b>Total Value</b>
<b>(a)</b>	<b>(b)</b>	<b>(c)</b>	<b>(d)</b>	<b>(f)</b>
<b>1</b>	<b>Lump sum Charges for Custom clearance</b> activities for Total cargo as per packing list at discharge port. These charges inclusive of filing of BE after approval of checklist, Processing in group, custom physical examination ,getting out of charge, Opening and packing of packages for custom examination or any minor repair/ repacking, any documentation, Bond debit activities for DDEC License. Any amendment in BE/IGM/Manifest if applicable, obtaining permission for direct delivery from ship crane(Hook Delivery) from Port/customs , security etc –In INR	<b>INR</b>	<b>1</b>	

**Evaluation shall be done based on price quoted in column 1(f)****Notes:**

- 1. Service tax/Swachh Bharat cess/KKC shall be paid extra as applicable.**
- 2. Contractor to submit service tax remittance certificate in attached format.**
- 3.**

**SIGNATURE AND SEAL OF TENDERER**

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

Ref No:

Date:

To,

M/s Bharat Heavy Electricals Limited,  
15<sup>th</sup> Floor, World Trade Centre-1,  
Cuffe Parade, Mumbai –5

**Sub : Your Tender no RE/MUM/IMP/HW/IS-1632**

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.

In case, all rates are not quoted in the respective price bid formats, such price bid will be rejected.

Thanking you,

Yours faithfully, SIGNATURE AND SEAL OF TENDERER



To,  
 Bharat Heavy Electricals Ltd  
 15<sup>th</sup> Floor, WTC, Centre 1  
 Cuffe Parade, Mumbai 400005

Date:

**Certificate regarding Service tax Remittance**

This is to certify that we, M/s \_\_\_\_\_,  
 STC No \_\_\_\_\_ have remitted the service tax and SBC claimed in Bills  
 raised on BHEL during the month of \_\_\_\_\_ as per details below

SL No	Bill No	Date	Bill Amount	Service tax	SBC	Remittance challan No	Challan Date