

**TENDER FOR CANCELLATION OF  
LUT BONDS OF DEEC/EPCG &  
OTHER NOTIFICATION AT VARIOUS  
CUSTOM HOUSES**

**TENDER NO: RE/MUM/IMP/AC/BC-1778**



**DATE OF ISSUE : 05<sup>TH</sup> February 2018**

**LAST DATE OF SUBMISSION : 19<sup>th</sup> February 2018  
: 1500 Hrs**

No. RE/MUM/IMP/AC/BC-1778

Date: 05/02/2018

To

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

Dear Sirs,

**Sub: Tender for Cancellation of LUT bonds at Custom houses.**

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

BHEL invites offers from Customs Brokers/CHA for **cancellation of DEEC / EPCG LUT bonds and duty difference bonds at various Customs houses.** 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. Price Bid                                      | Section VI  |
| 7. Compliance Letter                              | Section VII |

The bidders are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for 60 days for acceptance from the due date of tender. Tender should be submitted in **three** envelopes as stated in “Instruction to bidders - SECTION - II”. The technical offer should comply with the all tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened.

Bidders must submit the sealed envelope as above on or before 15.00 Hrs up to 19/02/2018 in the tender box kept on 15<sup>th</sup> Floor in our Office. Kindly forward your regret letter in the event of non participation in the tender. Successful bidder shall be responsible for completion of the contract in all respect. Essential qualification requirement (EQR) offers (Envelope-1) shall be opened in presence of Bidders on 19/02/2018 at 15.30 Hrs. The techno commercial Bids of parties meeting the Essential Qualification Requirements (EQR) only will be opened. Price bids of qualified bidder in Essential qualification requirement and techno commercial bid shall be opened. The qualified bidders will be communicated for attending the Price bid opening.

**Thanking you,**

Yours faithfully

For **BHARAT HEAVY ELECTRICALS LIMITED**

AGM (Imports)

**Encl: Section I to VII and General Information.**

**GENERAL INFORMATION****BHEL intends to appoint ONE party for the Bond Cancellation contract**

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 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.
- Power Certificates as defined in General terms and conditions
- Utilisation / Non Utilisation Certificates

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. Similarly end use bond are submitted in case power Certificate.

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

Names and addresses of the contact persons for this tender are

| Sn | Name and Address   | Phone Nos. & Email   |
|----|--|--|
| 1  | <p><b>BHEL ROD Mumbai</b><br/>Mrs Julie Srivasatava<br/>AGM,</p> <p>Mr. Pankaj Gajallewar<br/>DGM</p> <p>Mr. Dinesh Kumar<br/>Asst Engineer</p> <p>Material Services<br/>Regional Operations Division<br/>BHARAT HEAVY ELECTRICALS LTD.,<br/>14, 15<sup>th</sup> Floors, World Trade Center,<br/>Cuffe Parade, Mumbai - 400005</p> | <p>Ph No. 022 22171340 /341<br/>Email : <a href="mailto:julie@bhel.in">julie@bhel.in</a></p> <p>Ph. No. 022 22171370<br/>Email: <a href="mailto:pankajg@bhel.in">pankajg@bhel.in</a></p> <p>Ph. No. 022 22171332<br/>Email: <a href="mailto:dinesh.jangir@bhel.in">dinesh.jangir@bhel.in</a></p> |
| 2  | Locations of Customs Houses where Cancellation of LUT bond is to be done.  | <p>1. Ballard Estate Mumbai<br/>2. Nhava Sheva<br/>3. Air cargo complex Sahar<br/>4. Mulund CFS</p>  |

## SECTION – I SCOPE OF WORK

The Contractor / Customs Broker will have to **Cancel DEEC / EPCG LUT bonds and duty difference bond registered at various Customs houses** and carry out all the activities required as per the detail scope of work.

### Detailed 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 LUT bonds/End use 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. Trace custom files and records if found necessary at the concerned department dealing with DEEC / EPCG/ Power certificate.
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. Taxes & duties as applicable on **Customs Broker** services will be paid extra. TDS will be recovered as per provision of Income Tax 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 power certificate will have several Bills of Entry and there will be duty difference bonds against each Bill of entry. Contractor will be responsible for closure and cancellation of all the bonds in each certificate. The details of no. of BEs in each certificate will be provided by BHEL as and when the imports are completed in the said project and end use certificate is available with this office from manufacturing unit.
15. Any receipted charges to customs that may become leviable during the validity of contract shall be payable at actuals.
16. Contractor is also required to get utilisation/non utilization certificate in case where it is specifically asked for by BHEL This is normally required to produce to DGFT at the time of application for extension of DEEC/EPCG licence. Separate rate is specifically asked for the same in the price bid and will application any of the customs houses given in the General information.
17. Time Period for Cancellation of DEEC, EPCG and Power Certificate(PC) Bonds
  - a. DEEC Bonds – 30 Working days
  - b. EPCG Bonds – 30 Working days
  - c. Power certificate duty difference bonds - 30 working days
  - d. Non utilisation / Utilisation Certificate – 30 Working days

For cases 10 years older additional 15 days will provided to enable the contractor to search bond in the customs. The age of cases will calculated from the date of licence / bond registration in customs till 01/01/2018.

The start date shall be reckoned with from the date of Last Input from BHEL

18. Load Pattern:

| Sn | DEEC bonds | EPCG Bonds | Non utilization certificate | PC bonds | Total      |
|----|------------|------------|-----------------------------|----------|------------|
| 1  | 60         | 16         | 4                           | 20       | <b>100</b> |

**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.

19. 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.
20. Contractor will carry out all the necessary activities at each customs house required for bond cancellation.

21. **Penalty for Delay in Cancellation of Bonds:** The delay beyond the allotted time period shall attract a penalty of 5% 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.
22. In very old cases where desired documents are not easily traceable BHEL can provide undertaking based which contractor shall arrange bond cancellation.
23. 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.
24. 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"

### **Period Of Contract**

- (a) The period of Bond Cancellation contract will be for one year from the date of LOI with the provision for further extension up to one year at same rates and condition at with mutual consent with the contractor and BHEL. 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.
- (b) 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
- (c) 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.
- (d) 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.
- (e) The contractor shall not split or transfer to any other party any part of the contract during the currency of the contract.
- (f) 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

- (g) BHEL reserves the right to redistribute the work to the other party in case one of the parties fails to perform during the currency of the contract. The action will be taken against such failing parties as per the company policy.

SIGNATURE AND SEAL OF TENDERER

## SECTION II

### INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before filling up the format (SECTION III, IV ) and Price bid (SECTION VI).
2. The price offer must be made only in the formats enclosed with this tender.
3. The offers shall be kept valid for a period of 60 days from the date of opening of the tender.
4. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
5. The offers shall be made in **Three Separate envelopes** for:

#### 1) Essential Criteria (Envelope-I)

Bidders are required to fill up the details as required in the Section III Essential Criteria as per Format of Data Sheet. Bidders are also required to submit the documents for essential criteria in this envelop. This envelope should be clearly super scribed as '**Essential Criteria - Envelope-I**' with the seal and mark of the Bidder.

#### 2) Techno Commercial Bid (Envelope-II)

Bidders are required provide a certificate of compliance(Section VII) in the prescribed format in this envelope. Bidders also required to submit the Techno-commercial Bid Section VI in this envelop. In addition the **entire tender document along with blank price bid** duly signed and stamped on each page must also be enclosed in this envelope. This envelope should be clearly superscribed as '**Technical BID- Envelope-II**' with the seal

#### 3) Price Bid (Envelope -III)

Prices as per the format in this tender document (Section VI) should be carefully filled up and enclosed in this separate 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. This envelope should be clearly super scribed as '**PRICE BID - Envelope-III**' with the seal and mark of the bidder.

All Three 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 Bond cancellation – Tender No. RE/MUM/IMP/AC/BC-1778** and addressed to the 'AGM, IMPORTS, BHEL, ROD, MUMBAI'

Tenders complete in all respects addressed to the AGM,IMPORTS,BHEL, ROD, MUMBAI to be submitted in the tender box at 15 th floor, BHEL, World Trade Centre, Cuffe Parade, Mumbai-400005 at or before 1500 Hrs on the due date of submission. Tenders received after the scheduled time are liable to be rejected.

The offers (Essential Qualification Criteria) will be opened in the presence of bidders or their representatives on the same day at 1530 Hrs. on 15<sup>th</sup> floor in our office as above. Technical Bid of that compliance bidder in EQR only will be opened. Price bids whose technical bids are found to be acceptable will be opened subsequently with due information to the qualified bidders.

**Evaluation Criteria:**

1. Offers of Parties who qualify in the Essential criteria and technical bid will only be considered for evaluation.
2. The rates for each activity is fixed by BHEL as per Schedule S01
3. Offers shall be evaluated on maximum discount offered by bidders in percentage above or below of BHEL Schedule rates S01 on each activity. (Section VI).
4. No modification is allowed in individual BHEL Schedule rates S01
5. The party having lowest cash flow in Total Price in Price Bid will be considered L1
6. 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. BHEL does not guarantee the load pattern. The load Pattern envisaged/estimated for next one year is enclosed shown in the price bid

**INSTRUCTION FOR MSE SUPPLIERS**

**(1) 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 (2 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure I where deemed validity of EM II certificate of 2 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 I incase of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-Procurement Portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer.**

**(2) In addition to above documents MSE suppliers must submit the letter on company's letter head at BHEL office before due date of Tender Submission stating that They are MSE suppliers and they have to submit the documents as required in above paragraph at Sr NO (1) above.**

SIGNATURE AND SEAL OF TENDERER

**BHEL Schedule rates S01****For Cancellation of LUT Bonds  
OF DEEC / ADV AUTHORISATION / EPCG Licenses / Power certificates**

| Sn | Type  | Estimate Load<br>(No of Licences/<br>PCs) | Unit                              | Rate in Rupees<br>( Figures ) |
|----|---|---|-----------------------------------|-------------------------------|
| 1  | 2   | 3   | 4                                 | 5                             |
| 01 | DEEC / Advance Authorization License LUT Bond | 60  | Per bond cancelled                | Rs 2600                       |
| 02 | EPCG License LUT bond                         | 16  | Per bond cancelled                | Rs 6500                       |
| 03 | Power certificate duty difference Bond        | 20  | Per bond cancelled                | Rs 3000                       |
| 04 | Utilization / Non-Utilization certificate     | 4   | Per certificate issued by customs | Rs 2500                       |

**Note:**

1. GST will be payable extra as applicable.
2. The % Increase or % decrease quoted will be applied to each activity to bonds at various customs house.
3. No other charges will be payable other than above charges

**SECTION III****Essential Criteria for Technical Qualification**

1. **Minimum experience of 3 years in the cancellation of DEEC / EPCG LUT**
2. **Must submit proof for having cancelled at least 50 DEEC Bonds / 7 EPCG Bonds on an average considering the last three years. ( 2014-15, 2015-16, 2016-17 )**
3. **Must have office in Mumbai.**
4. Bidder must have an average annual turnover of the company of not less than **Rs 1.2 Lakhs** for the last three Years ( i.e. for year 2014-15, 2015-16, 2016-17) Copy of CA certificate/copy of Balance sheet indicating details of turn over for each FY to be enclosed. If Balance sheet for 2016-17 is not audited, vendor can submit the balance sheet for the year of 2013-14.
5. Bidders must submit proof of having have successfully executed Custom House Agent contracts in last seven years ( ending last day of month previous to the one in which the tender was due for opening ) as per following
  - (i) Three contracts of value not less than **Rs 1.61 Lakhs** each  
OR
  - (ii) Two contracts of value not less than **Rs 2.00 Lakhs** each  
OR
  - (iii) One contract of value not less than **Rs 3.21 Lakhs**

**Parties who are not qualifying in the EQR will not be allowed for further evaluation of the Tender**

**DATA SHEET**

Data Sheet to be filled up as Applicable to meet the above Essential Requirements

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**

| Sr No | Description   | Information to be filled in by bidder |
|-------|---|---------------------------------------|
| 1     | Name of Applicant   |                                       |
| 2     | Legal Status of Firm / Company ( Proprietor / Partner / Public Ltd / Private / PSU) |                                       |
| 3     | Contact Details<br>Contact Person<br>Email<br>Phone FAX                             |                                       |

**2. Past Experience of Bidder IN DEEC & EPCG Bond Cancellation**

| SI No                       | Client Name | No Of DEEC / EPCG Bonds Cancelled Year wise during last 3 years |      |           |      |           |      |
|-----------------------------|-------------|---|------|-----------|------|-----------|------|
|                             |             | 2014-2015   |      | 2015-2016 |      | 2016-2017 |      |
|                             |             | DEEC  | EPCG | DEEC      | EPCG | DEEC      | EPCG |
| 01                          |             |   |      |           |      |           |      |
| 02                          |             |   |      |           |      |           |      |
| 03                          |             |   |      |           |      |           |      |
| 04                          |             |   |      |           |      |           |      |
| 05                          |             |   |      |           |      |           |      |
| <b>GRAND TOTAL YEARWISE</b> |             |   |      |           |      |           |      |

**3. FINANCIAL INFORMATION****Income/Turn Over Details**

| SI No | Description | 2014-2015 | 2015-2016 | 2016-2017 |
|-------|-------------|-----------|-----------|-----------|
| 01    |             |           |           |           |

**4. OTHER DETAILS****(A) Income Tax PAN****(B) GST registration No****(C) MSE Supplier YES/NO , If Yes certificate to be enclosed.****List OF Documents to be attached in following Serial Order for Essential Criteria**

- 1. Certificate from Client for having cancelled the required number of Bonds / Work order from Clients.**
- 2. Copy of PAN card**
- 3. GST registration No copy.**
- 4. 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.**
- 5. Certified True copy of IT Return filled for last 3 years**
- 6. Proof of Office at Mumbai**

**SECTION IV****FORMAT FOR TECHNO- COMMERCIAL BID**

| <b>Sn</b> | <b>Description</b>  | <b>Remarks</b>                           |
|-----------|---|--|
| 1.        | <p><b>EARNEST MONEY DEPOSIT:</b> The Bidders, shall submit tenders with interest free EMD as per tender conditions by way of NEFT/RTGS of <b>Rs 8,050/-</b> in favour of 'BHARAT HEAVY ELECTRICALS LIMITED'. Offers without EMD shall not be considered Bidders.</p> <p><b><u>BHEL Bank Account details:</u></b></p> <p>Name: BHARAT HEAVY ELECTRICALS LTD<br/> BANK: CITIBANK, FORT BRANCH<br/> ACCOUNT NO: 0008279012<br/> IFSC CODE: CITI0100000<br/> MICR CODE: 400037002</p> <p>EMD must be deposited latest by 14:30 Hrs on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system</p> | (Details of the EMD to be provided here) |
| 2.        | Name, address of office, Tel. No. of office, Fax No. and Email ID for correspondence:   | Given                                    |
| 3.        | <b>PAYMENT TERMS:</b> As Specified in the tender.   | Agreed                                   |
| 4.        | <b>INDEMNITY:</b> 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                                   |
| 5.        | <b>VALIDITY:</b> The period of contract will be for ONE year 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.  | Agreed                                   |
| 6.        | <b>RISK PURCHASE:</b> In the event of failure of CONTRACTOR to execute the contract offered to them within 15 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                                   |
| 7.        | 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 those mentioned in optional charges wherever applicable.   | Agreed                                   |
| 8.        | <b>GST</b> will be paid separately. Tax elements shall be shown separately in the invoice.  | Agreed                                   |
| 9.        | The charges provided in the price bid are as per scope of work and inclusive of verification charges for verification Shipping bill etc.  | 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:-

- 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" , "MTO" or "CFS" where the context so requires.
- 1.3 "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.
- 1.4 "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).
- 1.5 "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 SI no 414 and its amendment time to time, if any.
- 1.6 "DUTY DIFFERENCE BOND" is legal undertaking furnished to customs as per para no (iii) condition 54 of Customs notification as 50/2017 SI no 414 and its amendment time to time, if any
- 1.7 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.
- 1.8 "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.
- 1.9 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.10 "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.

- 1.11 "VALIDITY OF THE CONTRACT" The period of LUT Bond Cancellation Contract will be for ONE year 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.
- 1.12 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

## **1.0 COMMENCEMENT OF WORK:**

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

## **2.0 INVOICES AND PAYMENTS**

- 2.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 2.2 The contractor will have to generate the invoice for the cancelled bond after submitting all documents to BHEL.
- 2.3 The payment will be made within 30 days of invoice date after adjusting penalty.

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

- (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 debit sheet / copy of License if original license was not handed by BHEL for cancellation. ( These are normally handed over back by Customs Dept after Bond cancellation )

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

- 2.4 The **GST** will be paid separately if applicable. GST elements shall be shown separately in the invoice.
- 2.5 The charges for LUT Bond cancellation shall be paid **in Indian Rupees**.
- 2.6 Payment of the charges for bond cancellation will be made by BHEL by RTGS against the bill submitted with all documents.

### **3.0 RISK PURCHASE:**

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

- 3.1 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.
- 3.2 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.
- 3.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

### **4.0 OBSERVANCE OF LOCAL LAWS :**

- 4.1 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.
- 4.2 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.
- 4.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

### **5.0 FORCE MAJEURE:**

The following shall amount to force majeure conditions:-

- 5.1 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.
- 5.2 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.
- 5.3 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.

5.4 Force Majeure conditions will apply on both sides.

## 6.0 PREVENTION OF CORRUPTION:

6.1 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.

6.2 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.

## 7.0 ARBITRATION

7.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/ Division issuing the contract.

7.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

7.3 Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Delhi.

7.4 The cost of arbitration shall be borne as per the award of the Arbitrator.

7.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

7.6 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.

7.7 In case of contract with Public Sector Enterprise (PSE) or a Government Department : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary of the Government of India in-charge of the department of Public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or

revision of the award to the Law Secretary, Department of Legal affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

#### **8.0 LAWS GOVERNING THE CONTRACT:**

8.1 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, 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.

#### **14.0 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 the required 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)

14.3 (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) Securities / BG's shall be released after three (3) months of successful execution and completion of the contract.

14.4 Format of BG for security deposit is enclosed separately as Annexure B

#### **15.0 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).

- 15.2 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.
- 15.3 EMD of successful bidder shall be adjusted towards part of the security deposit payable by DD.
- 15.4 EMD of all other bidders will be returned within a month of placement of LOI/Work Order on successful bidder

#### **16.0 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 18.1 and 18.2 above.
- 16.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto 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.
- 16.5 If there is no provision in the tender for quoting in words then only figures should be mentioned.

#### **17.0 REQUIREMENTS OF PERFORMANCE.**

- 17.1 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 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.

18.0 **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.

#### **19.0 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.

#### **20.0 CONSTITUTION OF THE FIRM**

- 20.1 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.

- 20.2 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.
- 20.3 BHEL may recognize changes in Power of Attorney and related documents after obtaining proper legal advice.
- 20.4 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.
- 20.5 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.

21.0 **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.

22.0 **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.

SIGNATURE AND SEAL OF TENDERER

**SECTION VI  
FORMAT FOR PRICE BID**

**For Cancellation of LUT Bonds  
OF DEEC / ADV AUTHORISATION / EPCG Licenses / Power certificates**

| Service Charge for Cancellation of LUT Bonds submitted to customs The scope of activities are as defined under scope of work of the tender |   |                                     |                                   |                                  |                          |
|--|---|-------------------------------------|-----------------------------------|----------------------------------|--------------------------|
| Sn   | Type  | Estimate Load (No of Licences/ PCs) | Unit                              | Charges per Bond Cancellation    |                          |
|  |   |                                     |                                   | Rate in Rupees ( Figures ) FIXED | % Increase or % decrease |
| 1  | 2   | 3                                   | 4                                 | 5                                | 6                        |
| 01   | DEEC / Advance Authorization License LUT Bond | 60                                  | Per bond cancelled                | Rs 2600                          |                          |
| 02   | EPCG License LUT bond                         | 16                                  | Per bond cancelled                | Rs 6500                          |                          |
| 03   | Power certificate duty difference Bond        | 20                                  | Per bond cancelled                | Rs 3000                          |                          |
| 04   | Utilization / Non-Utilization certificate     | 4                                   | Per certificate issued by customs | Rs 2500                          |                          |

Note:

1. GST will be payable extra as applicable.
2. The % Increase or % decrease quoted will be applied to each activity to bonds at various customs house mentioned in General information.
3. No other charges will be payable other than above charges

SIGNATURE AND SEAL OF TENDERER

**SECTION VII**

*(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/AC/BC-1778**

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**