


**Tender for Appointment of CHA for Finalization of the Project
Import registered at Kandla Customs.**

TENDER NO: RE/MUM/IMP/CH/IS-1732

 The logo of Bharat Heavy Electricals Limited (BHEL) is displayed. It features the Hindi text 'बी एच ई एल' (BHEL) at the top, a stylized lightning bolt in the center, and the letters 'BHEL' in a bold, italicized font at the bottom.	<p>Bharat Heavy Electrical Limited (A Govt. of India Undertaking) Regional Operation Division 14/15th Floor, World Trade Centre-1 Cuffe Parade, Mumbai – 400 005</p>
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LAST DATE OF SUBMISSION

: 11.08.2017

: 1530 Hrs

Date: 01/08/2017

To

M/s _____

Dear Sirs,

BHEL, a Power Equipment Manufacturing Company, intends to import Engineering cargo.

Your most competitive offer is invited for the finalization of the Project Import 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

Name and Contact Details of the Person for Queries in the Tender	<p>(1) Julie Srivastava AGM, Imports, BHEL Phone : 022-22171340/341 julie@bhel.in</p> <p>(2) Pankaj G DGM, Imports, BHEL Phone : 022-22171370 Mobile : 9819390056 pankajg@bhel.in</p> <p>(3) Saket Bharadvaj Sr Engineer, Imports, BHEL Phone : 022-22171343 Mobile : 9619422502</p>
EMD Amount	Rs 6750/-
Time limit for EMD Submission	15:30 Hrs on due date of Opening
Last Date of Submission of the Tender through e-Procurement system	11/08/2017, 1530 Hrs.
Tender Opening Date	11/08/2017, 1545 Hrs.

The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bheleps.buyjunction.in>.

Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. However this tender may be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.

In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk m Junction Services Ltd. at 033-6601 1717 or BHEL representative, Mr. Vaibhav Khanna at 9930231133. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

1. The offers shall Include

1) EMD :-

The EMD of Rs. 6750/- to be submitted through NEFT/RTGS. The fund may be transferred to the following account.

BHEL Bank Account details:

Name: BHARAT HEAVY ELECTRICALS LTD
BANK: CITIBANK, FORT BRANCH
ACCOUNT NO: 0008279012
IFSC CODE: CITI0100000
MICR CODE: 400037002

EMD must be deposited latest by **15:30 Hrs** on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system.

2) Techno-Commercial Bid :-

The techno commercial bid is to be filled and uploaded with full required documents online on E-Tendering Portal of BHEL at web address <https://bheleps.buyjunction.in> latest by **15:30 Hrs on the day of Tender submission date.** Please ensure to upload the colored scanned documents wherever original documents are asked for in the tender and is required as part of technical bid on the portal. This includes documents required as per Qualification

Criteria of Techno commercial Section, all self certification as per Techno commercial section, entire tender document along with blank price bid duly signed and stamped on each page by authorized signatory, compliance letter on company's letter head, duly filled format for techno commercial bid, amendment if issued to the tender with sign and seal on each page. The techno commercial offers shall be opened on **15:45 Hrs on the same day of Tender submission date.** Hard copies of commercial offers shall not be accepted for evaluation.

3) Price Bid /Reverse Auction :-

The Price Bid is to be filled up and uploaded in excel sheet through E-Tendering system only. RA will be conducted for technically qualified parties by separate service provider. BHEL reserves the right to decide for going into Reverse auction.

Documents to be uploaded in e-procurement Portal for the Tender

Techno Commercial Bid

Sr No	Documents	Remarks
1	EMD	To be Submitted at BHEL Office
2	Entire Blank Tender Document	To be uploaded in e-portal
3	Fully Filled Techno Commercial Bids	To be uploaded in Excel Format at e-portal
4	Compliance Letter on Company Letter Head	To be uploaded in at e-portal
5	Amendment to the Tender if any	To be uploaded in e-portal

Price Bid

Sr No	Documents	Remarks
1	Fully Filled Price Bid in the Price Bid format Only	To be uploaded in e-portal

Hard copies of Tender Documents will not be accepted at BHEL Office. All Documents to be uploaded in the e-portal only.

SECTION I

SCOPE OF WORK

DETAILS OF WORKS:

- 1.0 Coordinate closely with the BHEL/Customs (refer General Information for full address) and ascertain the documents required for finalisation of the Project Import.
- 2.0 The contractor shall act as Customs Broker for BHEL at Kandla Custom house.
- 3.0 BHEL had engaged the services of Custom House Agent and registered the Projects under CTH 9801 at Kandla Customs under the registration no 05/2013-14, book no 01/2013-14 , Page no 39. The contract was registered in the name of BHEL for the supply of 3 x 660 MW Lalitpur Thermal Power project(Provisional Mega Power Plant). The Project Authority, M/s Lalitpur Power Generation Company Limited (M/s LPGCL), being a private customer submitted the Bank Guarantee of **Rs 136.3 Crores (Rs. 13.21 Crores + Rs. 22.42 Crores + Rs. 100.67 Crores) .**
- 4.0 BHEL has cleared the consignment covered under the Essentiality Certificate in total three Bills of Entry. These B/E were provisionally assessed. One Bill of Entry was cleared in Kandla port and consignment covered in TWO Bills of Entry were cleared in Nhava Sheva (JNPT) by taking the CRA.
- 5.0 The necessary documents as stipulated in PIR 1986 which are required for the finalization of all three B/Es will be provided by BHEL.
- 6.0 Contractor shall liaise with customs / other relevant authorities and arrange for finalization of all the three B/Es and arrange to cancel and return the Bank Guarantee submitted and close the contract registered with the Kandla Customs.
- 7.0 The contractor has to return the Bank Guarantee, finally assessed B/E and the cancelled continuity bond along with contract closure letter.

8.0 Payment to the contractor will be made as per below

1. Lumpsum charges for the finalization of the Project Import at Kandla Customs

No other charges shall be payable to contractor other than the charges mentioned above.

SECTION II

INSTRUCTIONS TO BIDDERS

Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal <https://bheleps.buyjunction.in>

- 1.0 Bidders are advised to go through the tender document fully before filling up the format for Techno-commercial Section and Price bid Section
- 2.0 The bidder must submit the total offer and the details desired therein. The offers which are not complete or mentioning "shall be furnished later" will be rejected.
- 3.0 The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
- 4.0 The price offer must be made only in the Price Bid formats enclosed with this tender.
- 5.0 The offers shall be kept valid for a period of 30 days from the date of opening of the tender.
- 6.0 BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. It shall be responsibility of the contractor that their agents ensure proper working of the offers in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
- 7.0 No modifications to the work contained in the items will be allowed. Quotations other than in prescribed Price Bid formats will not be accepted under any circumstances.
- 8.0 No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in this sealed cover. Any such clarification/modification if enclosed in this sealed cover (Price Bid) will be totally ignored and such bids will be rejected.
- 9.0 All corrections made in the bid should be initialed. In case of price bids, company seal should also to be affixed at all corrections.

10.0 Any request from the bidders in respect of additions, alternations, modifications, corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.

11.0 The acceptance of tender shall be intimated to the successful bidder through a Letter of Intent (LOI). The contractor shall be required to submit security deposit as per the Tender document, within three days LOI which should be valid up to three months after the expiry of the contract period as specified in the Letter of Intent. In the event of failure on the part of the contractor to furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the acceptance of his Letter of Intent may be considered as withdrawn and suitable action will be taken as per company policy.

12.0 Evaluation criteria

12.1 The offer of parties meeting the Techno commercial requirements will only be considered for evaluation.

12.2 The offers will be evaluated on the basis of the total value of Sr No 1 offered in the Price Bid

12.3 Parties must quote the Price Bid in the Price Bid format only. No other format will be accepted.

12.4 BHEL reserves the right to negotiate with L1 party.

13.0 Instruction for MSE Suppliers

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.

SECTION III

TECHNICAL REQUIREMENTS

1.0 Time required for the finalisation of PI

It is expected from the contractor to close the contract registered with the Kandla customs in the shortest possible time of 45 days from the date of handing over of all the documents required as per the PIR 1986

2.0 Penalty

The penalty shall be 5 % of the Lumpson charges per week or part thereof subject to maximum of 10% of the Lumpson charges for the finalisation. For the calculation of penalty, the date starts from the last input provided by BHEL.

Payment Terms

1. 100% payment of the Lumpsum charges quoted , will be payable within 15 days of receipt of the three finalized Bs/E, BG and continuity bond along with the bill.
2. All the Bills should be in the name of BHEL

SECTION IV

Format for Techno- Commercial Conditions

Sr No	Description	Confirmation by Bidder
(a)	Bidder must have an average annual turnover of the company of not less than Rs 1.01 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 uploaded in e-portal. If Balance sheet for 2016-17 is not audited, vendor can submit the balance sheet for the year of 2013-14	Copy of CA Certificate / Copy of Balance Sheet to be submitted
(b)	Bidders must submit proof of having have successfully executed CHA activities 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	Copies of contract /work order with satisfactory completion certificate from

	(1) Three contracts of value not less than Rs 1.35 Lakh each OR (2) Two contracts of value not less than Rs 1.69 Lakh each OR (3) One contract of value not less than Rs 2.70 Lakh	customer must be attached
(c)	EMD Details	RTGS/NEFT Details
(d)	Copy of the valid CHA licence .	Agreed
(e)	Payment Terms as per Section III	Agreed
(f)	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
(g)	Arbitration : As specified in General Terms and Conditions	Agreed
(h)	<u>GOVT. RULES & REGULATIONS:</u> CONTRACTOR to abide by all the rules and regulations related to Customs procedure.	Agreed
(j)	Reverse Auction BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non consideration of their bids, in case BHEL decides to go for RA. During reverse auction, the bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.	Agreed
(k)	<u>RISK PURCHASE:</u> As Specified in General Terms & Conditions.	Agreed
(l)	<u>Participation in Reverse Auction</u>	Agreed

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 "CUSTOM HOUSE AGENT".
- 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 DOCUMENTS" 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) and all correspondence.
- 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 be valid till all the activities mentioned in the scope of work is completed by contractor
- 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 Commencement Of Work:

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

3.0 License/Permission/Registration

- 3.1 Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required.

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 Contractor shall submit Agency Charges along with supporting documents immediately finalization of the contract at Kandla Customs.
- 4.3 The **GST** will be paid separately. GST elements shall be shown separately in the invoice.
- 4.4 All the Bills must be in the name of BHEL, ROD Mumbai having GSTN as 27AAACB4146P3ZD
- 4.5 Contractor should timely update output data in GST portal to enable BHEL to take input tax credit.

4.6 Payment:-

- 4.6.1 Agency Charges as per the contract rates shall be made to the contractor in Indian Rupees only.
- 4.6.2 Contractor shall submit Agency Charges along with supporting documents immediately after cancellation of the bonds/ return of BG. to BHEL.
- 4.6.3 100% payment of the charges will be made by BHEL by RTGS against the bill submitted with all documents from BHEL after issue of DO.
- 4.6.4 Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, **including TDS** and/or any other levies at the prescribed rates.
- 4.6.5 TDS as applicable will be recovered from contractor's bill.
- 4.6.6 All the bills should be submitted in duplicate i.e one original and one copy.
- 4.6.7 The documents to be submitted along with bills in duplicate are as follows:

1. Invoice duly signed and stamped as per the Price bid Schedule
2. Copies of cancelled BGs
3. Copies of cancelled continuity bonds
4. Closure letter if any issued by Kandla Customs

4.7 Other Charges payable by BHEL

- 4.7.1 GST as applicable shall be paid. Contractor should ensure that original invoice/ bill/ receipt in the name of BHEL is provided at the time of payment.

5.0 Time Limit for Submission of Bills

- 5.1 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.
- 5.2 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.
- 5.3 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 of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the contractor.

6.0 Risk Purchase:

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

- 6.1 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.
- 6.2 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination
- 6.3 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.
- 6.4 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.
- 6.5 In case of Risk Purchase is enforced, The contractor will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.

7.0 Observance Of Local Laws :

- 7.1 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.

7.2 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.

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

8.0 Safety Of Men, Equipment, Material & Environment:

8.1 All safety rules, codes applied by BHEL/its customer at port/CFS/ICD 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.

8.2 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

8.3 The contractor shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

8.4 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

9.0 Contractor's responsibility for Insurance:

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

9.2 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.

9.3 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.

9.4 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.

11.0 Force Majeure: The following shall amount to force majeure conditions

11.1 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.

11.2 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.

11.3 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.

11.4 Force Majeure conditions will apply on both sides.

12.0 Prevention Of Corruption

12.1 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.

12.2 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 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.

13.0 Arbitration

13.1 If Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator i.e. HEAD ROD , BHEL, Mumbai or nominee appointed by him in writing. There will be no objection if the arbitrator so appointed is an employee of BHEL.

13.2 If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, BHEL, shall appoint another person to act as Arbitrator in accordance with the terms of the

contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

- 13.3 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- 13.4 The arbitration shall be conducted in line with the provisions Indian Arbitration and Conciliation Act, 1996. or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force
- 13.5 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.
- 13.6 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.
- 13.7 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 13.8 The place of Arbitration will be BHEL, ROD office, Mumbai.
- 13.9 In case of PSU, the office Memorandum No 4(1)/2011_DPE(PMA)-GI dated 12/06/2013 of DPE will be applicable.

14.0 Laws Governing The Contract:

- 14.1 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.

15.0 Indemnity

15.1 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.

16.0 Security Deposit

16.1 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

16.2 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)

18.2.1 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.

18.2.2 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.

17.0 Earnest Money Deposit

17.1 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)

17.2 EMD of the Tenderer will be forfeited if:

17.2.1 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.

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

17.2.3 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.

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

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

17.5 EMD shall not carry any interest.

17.6 Discrepancy In Words & Figures: Quoted In Offer

17.7 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.

- 17.8 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
- 17.9 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.
- 17.10 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.

18.0 Requirements of Performance.

- 18.1 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.
- 18.2 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.
- 18.3 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
- 18.4 In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the contractor's company becomes insolvent the contract shall automatically stand terminated.

19.0 Subletting Not Allowed

- 19.1 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.

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

20.0 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. 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

26.0 BHEL Fraud prevention policy

"The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/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. "

27.0 Reverse Auction

BHEL may adopt Reverse Auctioning amongst the technically qualified bidders to finalize the tender. The procedure for Reverse Auction shall be intimated to such bidders in due course. However, the bidders are advised to quote their most competitive rates in the sealed bid envelope. In case BHEL is unable to finalize the order through Reverse Auction for any reason whatsoever, the order would be finalized based on the sealed price bids.

In case of tender being finalized through Reverse Auction, the bidders will have to adhere to the guidelines provided in the Business Rules of Reverse Auction. Business rules will be provided to Bidders before starting RA. In case a Techno commercially acceptable vendor does not agree to participate in the Reverse Auction process, the same will be treated as withdrawal of the offer and their EMD will be forfeited. Vendors are also warned against delay in participation and delaying the process of Reverse Auction. For more information please refer

http://www.bhel.com/pdf/RA%20guidelines-Sept'13_abridged_final_webpdf.pdf

In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

During reverse auction, the bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

SECTION VI
Price BID

Tender No. RE/MUM/IMP/CH/IS/1732

Sl. No.	Description	Currency	No of Project	Rate for the closure of file	Lumpson Rate (Total Value)
(a)	(b)	(c)	(d)	(e)	(f) = (d) x (e)
1a	Lumpsum rate of the finalisation of 3 Bs/E cleared under CTH 9801 at Kandla Customs under the registration no 05/2013-14, book no 01/2013-14 , Page no 39 . The contract was registered in the name of BHEL for the supply of 3 x 660 MW Lalitpur Thermal Power project(Provisional Mega Power Plant)	INR	1		
1	Total Cost (INR)				

1. Evaluation will be done on Total Cost to BHEL in INR
2. GST shall be will be payable as per rule.
3. No other charges will be payable

Section VII

(Letter of compliance on Company's Letter Head)

Ref No:

Date:

To,

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

Sub : Your Tender no RE/MUM/IMP/CH/IS-1732

Dear Sir,

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

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

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

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

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

