

TENDER NO: RE/MUM/IMP/AC/CH-2239

Tender For Appointment of Customs House Agent

TENDER NO: RE/MUM/IMP/AC/CH-2239

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

: 27.01.2023

: 1500 Hrs

TENDER NO: RE/MUM/IMP/AC/CH-2239**Bharat Heavy Electricals Limited**

(A Government of India Undertaking)

Regional Operation Division,14-15TH, Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.Phone:022-22171376/ 350/ 372/ 301/ 345/ 344/ 373 Email : mssea@bhel.in, msair@bhel.in**No. RE/MUM/IMP/AC/CH-2239****Date: 25.01.2023**

To

M/s Sharp Logistics Pvt Ltd

Dear Sirs,

Sub: Tender for appointment of Clearing & Forwarding Agent.

BHEL, a Power Equipment Manufacturing Company, intends to import/Export of engineering cargo.

Your most competitive offer is invited for the subject work on the following terms and conditions.

The tender comprises of

Sn.	Description	Section
1	General information & Scope of Work	I
2	Instructions to Bidders	II
3	Special conditions	III
4	General Terms and Conditions	IV
5	PQR cum Techno Commercial Bid	V
6	Rate Schedule & Price Bid	VI
7	Letter of Compliance	VII

GUIDELINES FOR OFFER SUBMISSION:

- The tender is two part bid i.e. Techno commercial bid and price bid.** The tender will be conducted and evaluated online through e-Procurement System. The bidders shall submit their bid on e-Procurement platform at <https://eprocurebhel.co.in>
- Techno commercial offers shall be opened through the E-Procurement portal. Price bid of technically qualified bidder will be opened via E-procure portal. Reverse auction will NOT be conducted for this tender. Successful bidder shall be responsible for completion of the contract in all respects. For support regarding e-tendering system, bidders may contact following:**
eprocurebhel customer support team
Tele No: 0120-4001002, 0120-4001005, 0120-6277 787
Email ID : support-eproc@nic.in
Bidder registration is for free and the procedures are provided in the portal. <https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page>. **Bidders are requested to submit their bids within submission due date and time.**
- The offers shall Include:
 - EMD :-** The EMD of **Rs. 980/-** to be submitted through NEFT/RTGS. The fund may be transferred to Company **Bank Account the details of which are:**
Name: Bharat Heavy Electricals Limited,
Bank & Branch: State Bank of India, Cuffe Parade Branch,
Account No: 10783155482,
IFSC Code: SBIN0005345.
EMD must be deposited before bid submission due date and time. The offers without EMD will not be considered for evaluation. UTR details to be uploaded on portal. NO hard copy DD shall be accepted.
 - Part-1 – Techno Commercial Bid. Should be submitted as per guideline provided.
 - Part-2 – Price Bid. Should be submitted as per guideline provided.

NO Hard copies of Tender Documents will be accepted at Company Office.

Thanking you,

Yours faithfully

For Bharat Heavy Electricals Limited

Manager (Imports) Encl: Section –I to VII & Annexure

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GENERAL INFORMATION

1	Name and Contact Details of the Person for Queries in the Tender	1]Vishnu Waradkar, Executive (Sea Imports) Ph:022-22171372,Mo: 8779669958, varadkar@bhel.in 3]Mrs. Asa M Angelina Khalkho, Dy Manager (Air Imports) Ph:02222171376,Mo:Mobile:9997092528, asamanin@bhel.in 4] Mr. Amit Kumar, Dy. Manager(Exports) Ph:02222171350,Mo:Mobile:9884657089, amitkumar.s@bhel.in For Escalation: 5] Mr. Sanjeev Shikhare, AGM (MS) Ph: 022-22171301, rodsds@bhel.in
3.	Pre Bid Clarifications	May be obtained vide email/telephone/visit to our office before Tender due date
4.	Last Date of Submission of the Tender through e-Procurement system	27.01.2023 03:00 PM
5	Due date of tender opening (technical bid)	27.01.2023 , 1505 hrs

SECTION- I

SCOPE OF WORK AND OTHER CONDITIONS

1.0 Role of Agent

The agent shall act as Customs House Agent for BHEL in Sea Ports/CFS/FTWZ etc in and around Mumbai (Mumbai/Nhava Sheva Port) and Mumbai Airport for all the materials (like Plates, Sheets, Pipes, CRNGO Coils, Structural Steel, Copper Ingots, Nickel (including Non-ferrous), Forgings, Castings, Capital Goods, Machinery, components of Gas Turbines, Generator/Compressor, Machine tools, Defence cargo, chemicals, gases, refractory materials etc. imported into India from any foreign country or any post parcels received at Mumbai through any foreign post office. The materials will be imported for BHEL units or as directed by BHEL/ROD/Mumbai for specified consignments. (High Seas sale materials to other agencies/ customers).

The scope of work shall include clearing, loading, forwarding and transportation of packages of such imported material to stores/warehouse unloading them (wherever required) and further loading on company's arranged transport for dispatching the material to BHEL units/sites or the places as directed by the company. The imports are covered under project import/DEEC/Adhoc/ Project Certificate/ MEIS, etc exemptions and other notifications in addition to normal merit clearance.

The Agent will be required to perform all duties as prescribed under Customs Act 1962 and Customs House Agents Regulations 1984 and as amended from time to time.

The Agent shall have sufficient and well experienced/qualified staff well conversant with latest customs rules and regulations, classification and able to act independently at Customs and Docks for providing best service of man power to collect/accept the documents from BHEL for speedy clearance activities.

The Agent should operate whenever Customs / Port/CFS/FTWZ are working.

The Agent shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Port Trust, Airport Authority, Customs, DGFT, Insurance and other concerned authorities for clearance and carriage of goods by Sea/ Air/ Post-Parcel/ Rail/ Road.

2.0 Filing of Documents

Preparation and filing of all necessary relevant documents with the Customs, Port authorities, Insurance Company and Steamship Companies, Airlines, Post office etc. for clearing and forwarding of consignments arriving at Mumbai Sea Port/CFS/FTWZ/ CONCOR/JNPT/Airport in time shall be the responsibility of the Clearing Agents.

The Agent will collect Dak viz. Documents, letters pertaining to Import Clearance, **twice in a day (once around 10 A.M. in the morning and again at around 3 P.M. in the afternoon)**, from the Company's offices in Mumbai. Immediately on receipt of documents for clearance from the Company, the Agent shall verify completeness of all the documents and shortcoming, if any, must be pointed out immediately by email for necessary action by the Co. If no observation is received it will be presumed that the documents given to the Agent are complete in all respect for clearance of consignment in the specified schedule.

After completion of registration of DEEC /EPCG License copy of accepted LUT bond by customs should be forwarded to BHEL for office records.

For clearance, the Agent will verify if sufficient balance is available in the Import License/ PI List/ Exemption Certificate,/ FMS/ FPS/ MEIS etc. If these are not available, or the balance is not sufficient, this will be brought to the notice of the Company, in writing, immediately. The Agent will examine the documents with reference to all the relevant laws and regulations, If required, they would discuss with the Company's representatives and obtain clarification, if any, immediately.

Agent should file B/E at Customs immediately, and as soon as checklist is approved by BHEL (same day) and should inform the BE no and date of the subject docket for duty payment. Penalty levied if any due to late checklist preparation or late filing of B/E after checklist approval shall be recovered from CHA. Agents will also coordinate with our approved transporters for placing the trucks / trailers and handling equipment promptly to avoid any detention charges.

Agent would be responsible to collect Dak/Demand Draft/cheque /HSS documents/any other documents from BHEL /any other nominated place of BHEL customer/freight forwarder for all clearance activities.

3.0 Timely Clearance :

3.1 Time Period of Clearance of Import Cargo

- i. Clearance of consignments at the earliest is the essence of contract and Agent shall take all measures in advance for ensuring the same.
- ii. The CHA will be required to effect clearance and dispatch of all consignments in the shortest possible time after their arrival and in any

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case within the Last Free Date (LFD) fixed by Mumbai Port Trust/ MIAPL /Air India or Free Time allowed for all types of consignments received at various CFS etc. or Free Time allowed by other agencies.

- iii. CHA shall custom clear the cargo in the following time schedule after the last input required for assessment of BILLS OF ENTRY is made available. **However, in case of Shipments at Air Port, the movement to Godown should take place either on the same day or within 24 hours of the customs Duty Payment. Warehouse charges incurred at Airport due to any delay in movement to godown after duty payment will be recovered from CHA bills,**

Following Schedule of clearance has to be followed by the Agent after handing over last input/documents by the Company to them :

Sl. No	Activities	AT SEA PORTS i.e. MBPT(MBPT's CFS), CFS/ICD OF MULUND & JNPT (*)- Net working days	AT AIRPORT (*)-Net working days
A	Import Clearance under Merit both Home Consumption & Ex- Bond B/E including noting, assessment and duty payment, D.O., Stamp duty payment, customs examination and out of charge etc.	3	2 ## For air shipments, movement to godown should be ensured on the same day or within 24 hours of custom duty payment.
B	Import Clearance both Home Consumption & Ex- Bond B/E under DEEC/Adv Lic/EPCG/SFIS/Market Focus Scheme Lic / Project import /Power Certificate/Adhoc Exemption(Defence Cert) Certificate/H.S.S. B/E/Re-Import B/E or any other duty exemption scheme including noting, assessment, debit, ADF/ duty payment wherever applicable., D.O., Stamp duty payment, customs examination and out of charge etc. And also including Ex-Bond procedure	4	3
C	Bonding under Section 59/69 (including Docks/ Warehouse Clearance) including noting, assessment bond procedure, obtaining bond space etc.	5	4
D	In the event of Late noting under Sec.48 (additional time over A/B/C)	1	1
E	In event of High Seas Sale procedure (additional time over A/B)	1	1
F	Additional time in case of OBL/BRO received (after B/E completion, duty paid/ADF/IDF done) obtaining final D.O.	1	1

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	from Single Agency only, customs examination & out of charge.		
G	Additional time in case of OBL received (after B/E completion, duty paid/ADF/IDF done) obtaining final D.O. for multiple consol agencies , customs examination & out of charge.	2	-
H	In case shipping lines/forwarder not collecting stamp duty from Importer/ CHAs, Stamp duty will be paid at MbPT or any other agency nominated by State Govt	1	NA
I	Submission of additional Purchase Order/items for registration under PI.	1	1
J	Retrival of old IGM details from customs EDI system (very old cases)	1	-
K	Initial Registration of Project Import (including completion of online registration process)	10	NA
L	Computer Registration of DEEC License/Adv license/EPCG/SFIS/ Market Focus Scheme License etc	4	2
M	Obtaining CRA and verification of CRA at the Customs, wherein the Project is registered.	2	2

(*) - Net working days=Number of days excluding customs, dock & Shipping Companies holidays.

LAST INPUT MEANS :-

- (A) Input of Documents from BHEL such as Docket/Revised invoice/final MOA/PO (PI) application (in case of PI clearance) etc.**
(B) Any other input/documents as required necessarily for clearance & not covered at (A) above.

The Agent shall arrange for the prior assessment of Bill of Entry no sooner the Manifest (Prior Entry) is filed by Carrier's Agents in the Customs I.e at least 48 hours in advance before the arrival of the vessel. The Agent shall also utilize the facility of prior assessment of B/E without waiting for filing of final Manifest, as per the relevant regulations, Public Notices etc.

The Agent will be fully responsible for prompt finalization of Bill of Entry including examination and out-of charge. The examination of goods by Customs, including first check examination if prescribed, is to be done promptly. All the queries of the Customs, at any stage, are to be attended to and satisfactorily replied promptly without any delay. Any hold up for want of documents etc. should be promptly brought to the notice of company or its representative in writing.

- The freight bills are to be collected well in advance of the berthing of the vessel and submit the same to BHEL in time to avoid any delay in clearance proceedings for want of timely payment.

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- In respect of **customs duty payment for all shipments**, the CHA has to inform the duty in advance, once the final assessment / reassessment is done for authorizing RTGS, to the company for making on-line payment and making the challan available to the CHA in time and avoiding any interest liability delay in customs duty payment and clearance.

Priority for clearance under DEEC /Adv License/EPCG/Adhoc certificate etc (when more than one consignment are to be cleared) shall be decided by ROD/BHEL/Mumbai and the max. Period for clearance will be reckoned from the day the licence has become available for a consignment.

4.0 Correct Duty Payment

The Agent will be fully conversant with customs classifications and notifications and proceed to make correct duty payment on behalf of the Company immediately on receipt of documents from the Company.

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

In case Customs authorities do not agree with the above classification or Notification benefit obtained initially by the Agent on behalf of the Co., the same shall be brought to the notice of company or its representative before assessment and further action will be taken as per the instructions of the company.

5.0 Correct payment to other Agencies

- 1. It will be responsibility of the agent to check that the charges levied towards shipping line charges/ CFS charges/ wharfage/ demurrages / detention or any other charge are as per the published rates/tariff. If charges are not matching with published tariff, or tariff is not available, matter has to be referred to BHEL and payment is to be made only after BHEL approval. Any payment made either without matching tariff or BHEL approval shall not be reimbursed.***
- 2. The bills of the agencies are to be in the name of BHEL, ROD (GSTN- 27AAACB4146P1ZF) or BHEL's respective unit as per B/L and should contain respective GSTN of BHEL. Any loss of GST input credit due to improper invoice shall be deducted from contractor, s bills.***
- 3. It will be responsibility of the agent to submit original invoices and receipts in cases where BHEL had made direct payments to concerned agencies. These original invoices and receipts should be either manually signed and stamped or digitally signed. Invoices and receipts having statement like " This is computer generated document and does not need signature" shall not be entertained without sign and stamped as per new***

GST regime. Any loss of GST input credit to BHEL due to non-submission/ delayed submission of such original invoices and receipts shall be deducted from contractor, s bills.

6.0 Submission of Original Bills of Entries

The Agent would submit the Original Bills of Entries immediately under separate covering letters in the formats to be specified by the company but not later than one week from the date of dispatch after clearance. The agent shall send soft copy of Bill of Entry to upload the same in CIT/ BHEL System for each docket.

Agents to ensure to provide the digitally signed E-OOC copies of BOEs within 1 day of the clearance of the shipment.

Loss of IGST credit to BHEL due to non submission of original / digitally signed BOEs will be to CHAs account, and recoveries for the same will be made as applicable.

Agency bills will only be accepted for processing after receipt of Original / Digitally signed EEOC BOEs.

Agency Bills to be submitted with digitally signed EEOC BOE copies only. Else the bills will not be accepted. Cases where EEOC BOE is not generated due to any issue, the agency bill should have copy of the Customs OOC BOE.

7.0 Co ordination with Carrier's Agent

The Agent shall maintain liaison with the Steamer Agents and ensure collection of freight bills/correct IGM/Item data/B/Ls well in advance of the berthing of the vessel. Agent will also collect the freight bills pertaining to any plant office of BHEL, for which no documents have been forwarded to them.

The Agent shall be responsible to obtain delivery order(s), after making payment to Govt. /Steamer Company towards mandatory / statutory payments etc., from the Steamer Agents. For these purposes, Guarantee/Bond/Undertaking, if required, will be arranged by you and signature of company's representative obtained before the berthing of the vessel. The freight cheque will be collected by the Agents, as soon as the vessel takes berth and delivery orders obtained.

In case of delay in filing of Manifest or wrong or deficient manifestation, the Agent shall rigorously follow-up with the Steamer Agent, Console Agent or Airlines for prompt corrective action. In event of requirement of modification in the manifest, Agent shall carry out expeditiously the amendment in customs.

In case all the containers of the consignment are not discharged by the same vessel or are not properly declared in the FCL/LCL list of Port Trust or not transported to CFS, the Agent will immediately take up the matter in writing with Steamer agent for prompt corrective action.

In case custom penalty, demurrage or container detention charges are incurred due to the lapses of the steamer Agent, the Clearing Agent would promptly lodge the claim for the demurrage and container detention charges with intimation to BHEL and follow up the matter till its reimbursement is obtained.

In case of loaded delivery of container to BHEL units or DPD movement to choice CFS, agent shall deposit required security deposit (e.g. not over cheque/demand draft/etc) with carrier.

8.0 Clearance under Section 59/Section 69

When required by the Company to do so the Agent will promptly Bond and De-bond the imported cargo and comply with all legal and other formalities connected with Bonding/ De-bonding.

The Agent would keep the copies of bond B/Es, yellow B/Es (in case of manual B/Es) under their safe custody. However, in case of termination/suspension/expiry of the contract or if specifically instructed by the Company, all the copies of the bond B/Es, yellow B/Es pertaining to Section 59 cases will have to be immediately handed over to the Company or its authorized representative.

CHA should inform the period of bond expiry well in advance and take necessary action for extension of bond with intimation to BHEL.

9.0 Post Parcel Clearance

The Agent if required shall immediately arrange custom clearance and dispatch of parcel arriving by post after paying customs duty and other expenses on such parcels.

10.0 Physical Clearance

- The Agent shall arrange expeditiously clearance of goods from Mumbai Seaport/CFS/CWC/JNPT/Airport/Post office including payment of all statutory and mandatory dues to these authority and completion of Customs examination, upto their loading in vehicles /wagons or by air for dispatch to the destination/transporting cargo to CHA's Warehouse/CWC/Transporter's warehouse etc. CHA to handover photocopy of B/E to Transporter's representative/Driver for direct dispatches and from godown dispatches also. As instructed by the Company's office in Mumbai if need arise, Agent will also arrange for partial shifting of cargo/cosignment to their warehouse/partial dispatches to Company's units/sites immediately.
- For Sea consignments, the Agent shall take advance action for tracing and locating the consignment. In case of untraceable or jammed consignment/package, the agent shall promptly take up with the Port trust authorities and make all efforts to get the problem resolved immediately, failing which, he will make log Entry as per the prevailing rules and procedures of the Port Trust and the consignment shall be cleared after obtaining spot remission. The Agent would however continue to follow up for prompt corrective action.
- In case of LCL or FCL containers, the Agent shall have to take advance action for locating the container and checking if all the containers of the consignment have actually been discharged by the same vessel and properly declared in the LCL/FCL list of Port Trust.
- In case of delay in de-stuffing of LCL containers or if the FCL containers are not grounded/shifted the Agent shall make Log Entry as per the prevailing rules and

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procedures of the Port Trust/CFS/CWC and the consignment will be cleared after obtaining Spot Remission i.e. cancellation of debit or penalty at particular place

- The Agent shall check each consignment with invoice and packing list pertaining to respective Bill of lading/Airway bill/post parcel and ensure correctness of the same before clearance.
- In order to ensure that there is no pilferage or loss of small valuable packages, the agent shall arrange with MbPT the storage of such packages immediately on discharge in cages provided in the sheds.
- If the sea consignments/packages are not discharged by the General Landing Date (GLD), the Agent will take prompt action for obtaining the Special LFD.
- For air consignments also the Agent shall make all efforts to trace the packages expeditiously. If the packages are not traceable, the Agent will make log Entry as per the prevailing rules and Procedures.
- Agent shall arrange to load the cargo/consignment on BHEL arranged vehicle without fail, if vehicle reported at loading point till 2000 hrs.
- Agent shall handover photo copies of Bill of Entry to the transporter for the dockets dispatched from port and warehouse.

11.0 Shifting of consignments to warehouse

Agent shall arrange to shift normal cargo/consignment weighing upto 9 MT (W/M) per docket/consignment. If Agent fail to do so company will recover the extra expenditure incurred on detention/demurrage/ground rent/storage etc from the next date of OOC till the date the same is shifted to the warehouse of CHA. For ODC Cargo and other consignments more than 9 MT the agent shall arrange to shift the cargo to their warehouse on confirmation from BHEL.

It will be responsibility of agent to ensure safety of goods during transportation as well as storage of cargo in warehouse.

12.0 Short-landed or Damaged Goods

- The Agent shall take stock of tally sheets on day-to-day basis for all the consignment and lodge claim with Carriers within the time period stipulated in the B/L and as prescribed in the Carriers Act. Further, it will be the duty of the Agent in all such cases to take measures as may be reasonable for the purpose of averting or minimizing the losses and to ensure that all rights of the Company against carriers, Port Authorities, Insurance Company, Railway. Authorities/or any other third party are fully and properly preserved and exercised. However, the Agent shall not be held responsible for the above for reasons beyond his control which should be informed in writing.
- It shall be the responsibility of clearing agents to give notice of loss within 7 days from the landing of goods or providing required documents by BHEL as the case may be, to the Carriers, Port Trust authorities/CFS/CWC and Underwriters for non-delivery/ short delivery /losses/ damages of the containers/ packages/ bundles/ boxes/ drums/ loose items etc. found from the consignments assigned to them for clearance at the Dock/ Airport/

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Post office at the time of taking over the delivery and/ or within the prescribed time limit after taking over the delivery. Under no circumstances, the intimation is time barred. In case of time barred cases, the loss sustained by the company shall be to the account of the Agent(s).

- It shall be the responsibility of the Agents to ensure that the Short Landing Certificate (SLC), Non-Delivery Certificate (NDC) and/ or Landing Remarks Certificate (LRC) are obtained from the Port authorities/CFS/CWC within the time limit prescribed for settlement of the claim with the carriers/ Underwriters and submit the same to the Company's carriers and Underwriters for settlement of the claim. The agent will ensure that the Port Trust Authorities finalize the out-turn at the earliest and obtain SLC/ NDC as well as refund for demurrage/ wharfage from Port Trust/ Airport Authority immediately but not later than one month from the date of finalization of the out-turn.
- In case these certificates are not obtained by the Agent within the prescribed statutory period, they should inform BHEL/underwriters in writing for obtaining extension of the time-limit from the respective steamer agent/other concerned authorities under advise to the Claims section of respective Unit and of the Company's Mumbai office. After the formal application for extension of time limit has been made by the Agents to the carriers, they shall pursue the matter and obtain the short landing or non-delivery certificate and submit the same to company's Mumbai office.
- In case of goods specified by the Company and in case of apparent damages, the Agent will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods or providing required documents by BHEL ,as the case may be in CWC/CFS/Docks/ Airport/ Foreign post office/ Warehouse etc at Mumbai and obtain the survey report.
- If any loss or damage is apparent, the Agent shall lodge claim on the Carriers, Port authorities, Customs, Post Office authorities etc. respectively for any theft, breakage, loss, damage or deterioration of material found at such survey within the time limit prescribed as per Carriers Act. In no circumstances, the goods will be cleared without survey, if they are in doubtful condition or have been specified by the Company. If the Goods/Consignments are cleared without survey to Agent's warehouse and at that time if loss/ damage to Goods/Consignments is noticed, the agent shall be held responsible for the same. In addition the surveyor's fees of company's appointed insurance surveyor shall also be born by the CHA.

13.0 Loading and Dispatch

- The Agent shall also undertake all work for transporting goods in Mumbai and nearby places including arranging trucks, loading & unloading (wherever required) and shall be responsible for all acts & deeds necessary or incidental thereto whether expressly mentioned in this agreement or not and perform all functions incidental to clearance and forwarding of Goods/Consignments.
- The Agent shall be responsible for unloading and loading of consignments from/ on trailers, wagons, trucks and aircraft and ensure that there is no loss, shortages, deterioration or damage to such consignments.
- The Agent will ensure that damaged cases are repacked properly before dispatch as per the instructions of the Company.

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- The Agent shall indemnify the Co. for any claims/ loss caused due to any mishap/accident occurring during handling of cargo by him in the course of clearing the same from customs and handing over to the Co.'s transporter for sending to the unit.

14.0 Storage

- The Agent shall store the import cargo at their warehouse or any other place as may be indicated by the Company from time to time. The storage conditions (as indicated under clause no 2.0 Section-III- Technical Requirement) including any specific requirements during its storage shall be intimated by the company and Agent shall ensure its compliance.
- The Agent shall also store the non-ferrous metals belonging to the Company in their warehouse and issue these to fabricators as and when directed by the company. The weighing arrangement shall be made by the Company at Agent's warehouse.
- The Agent shall ensure that all cargo taken into stores are kept in covered storage or physically covered by tarpaulins and take such measures as may be necessary to prevent damage to consignments received in packed or unpacked condition due to rains and natural hazards or physical handling for which no extra charges shall be payable. In case of any damage to consignments due to contractor's negligence stored in the contractors warehouse, the same shall be intimated to BHEL and repacked as per the companies instruction, for which no charges will be payable.
- The Agent shall lodge and pursue all old and new Manifest Claims and Custom Refund Claims. The Appeal/ Revision Petition relating to these claims shall also be preferred by the Agent.

15.0 OTHERS

- Settling of Auction Notices
- Obtaining Exchange Rate from Bank for non listed currency

16.0 Custom Duty/ Port Trust PD Accounts

- The Agent will submit monthly statements of all credit & debit as per the format specified by the Company, separately in respect of each of the PD Accounts. All the relevant cheque deposit slips in original shall be attached with these statements. In case of MBPT PD accounts, all the relevant MBPT Chappas in original will also be attached with the statements. Agents shall check the correctness of Port charges claimed with schedule of rates and specific confirmation shall have to be given by them while forwarding the monthly account.
- The Agent shall obtain duly authenticated monthly extracts of MBPT and JNPT PD accounts, with full details and submit the same to this office latest by 3rd of every month.
- The Agent shall reconcile the details of the above extract with the monthly statements submitted by them. Any discrepancy observed would be got corrected by them. Similarly, in case any discrepancy is pointed out by the company in these extracts, the same shall be promptly resolved by the Agent within 10 days.
- In case of excess payment against any of the P.D. A/c, same shall be recovered by the company from the Agent's Bills.

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- In case these statements or extracts are not submitted by the due date or the discrepancy is not resolved within specified period, the Company reserves the right to withhold any further payments of bills/claims of the Agent.
- The Agent shall have to give advance intimation to the company's Mumbai office as and when additional funds are required to be deposited in these accounts for payments of duty and MbPT charges with complete working details. It shall be responsibility of the Agent to ensure that unduly large amounts are not allowed to remain in the deposit account at the end of any day. Balance in PD Account shall have to be intimated to Company office in Mumbai on day to day basis without which additional funds shall not be released by the Company.

17.0 Taxes & Duties

- Taxes & duties as applicable on CHA services will be paid extra. TDS will be deducted as per provision of Income Tax Act and GST act.
- After implementation of **GST**, necessary changes in billing and all compliances as per Govt. Notification will have to be adhered to.
- Vendor must file GST returns per schedule dates as per GST Law. Failing to which the credit losses, penalty incurred to BHEL, shall be recovered from vendor.
- GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. if any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor

18.0 Maintenance of Records

The Agents shall maintain the following records:-

- Account of Stores cleared, handled, forwarded and transported. These records shall be furnished to the Company at such intervals and in such a manner as the Company may demand from time to time.
- Register/ computerized record of bills of entry filed by them vessel-wise.
- Warehouse register in respect of the Stores received and removed from the warehouse.
- A refund register/ computerized record for refund of customs duty paid in excess in regard to short landing claims.
- A refund register/ computerized record for Provisional. /Duty deposit paid for goods removed under Section 59/69.
- A register/ computerized record for goods removed under Section 59/69
- A copy of Import documents i.e. Bills of Entry, 'S' Form, Invoice and Bill of lading.
- A copy and register of other documents like Refund claims, SLC, LRC and NDC.
- Records of P.D. A/c in respect of customs and MbPT.
- A register/ computerised record of the bills of the Entry filed under Section 59/69 alongwith bond details and the date of validity of the bond.

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19.0 Reports

In case of DEEC and Project import cases, the Agent will furnish complete details of debits and balances in a format and manner to be specified by the company.

The Agent would also send the following periodical reports as per the formats to be provided by BHEL along with the contract. Agent either can make one report containing all the aspect given below except Sl 5 & 6 Report

Sr. No.	Report	Frequency
Imports		
1	Daily Status Report of Pending Consignments (Very important)	Daily by 12.00 hours
2	Daily Report of Consignments cleared from Docks/ Airport/ CWC	Daily by 12.00 hours
3.	Daily Report of demurrage/air warehouse charges incurred on Consignments cleared.	Daily by 12.00 hours
4	Weekly Report of Consignments lying in CHA's Warehouse	Alternate Day
5	Monthly statement of Port Trust/ Airport Authority PD Account from CHA	Last day of Month
6	Original DEEC/ EPCG/PI/PC/CE , etc in the custody	Daily by 12.00 hours
Bill of Entry Report :-		
1	Weekly statement of original B/Es submitted.	On every Monday

20.0 WEB based on-line system

BHEL will give access to this system. It will be compulsory for CHAs to make entries in Customs Clearance and Port Charges modules/bills are to uploaded in the CHA Bill module and upload the Bills of Entry, Supplier invoice processed in customs, duty challan, CRA (if applicable) in this system.

- ❖ PERFORMANCE OF SUCCESSFUL CHAs DURING COURSE OF CONTRACT WILL BE CONSTANTLY MONITORED AND SUITABLE ACTION WILL BE TAKEN ON NON-PERFORMING CHAs.

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://eprocurebhel.co.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.

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- 2.0 Bidder should supervise the working of the personnel provided by him. The rate quoted should include element of supervision etc and no extra claim on this account whatsoever will be entertained at a later
- 3.0 Any clarification/modification if enclosed in the offer will be totally ignored and such bids will be rejected. No corrections to be made to the price bid.
- 4.0 The successful bidder *will be intimated* through a Letter of Award (LOA). The contractor shall be required to submit security deposit as per the Tender document within **five working days (excluding bank holidays)** of issue of LOA, In case of delay in submission of security deposit, enhanced security deposit which would include **interest (SBI rate + 6%)** for the **delayed period**, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered, from the bills along with due interest.
- 5.0 *The contract is non-transferable & cannot be assigned to third party.*
- 6.0 The contractor's responsibility for this contract shall commence from the date indicated in the Letter of award of this tender

8.0 Evaluation Criteria:

- a) Offers of techno commercially qualified Parties will be opened on E-procurement portal. The intimation regarding opening due date and time will be given via E-procurement portal only.
- b) Offers shall be evaluated based on percentage of Company total price for the Schedule S01 to S05.
- c) Percentage offered by L1 bidder shall be uniformly applied to Company Scheduled rate (S01 to S05) to arrive at individual slab rate.
- d) No modification is allowed in individual Company slab rates (S01 to S05).
- e) The tender will be finalized through PRICE BID OPENING.
- f) Reverse Auction will NOT be conducted
- g) **Company intends to appoint Two Customs house Agent. 60% of load will be given to L1 and 40 % of load will be given to L2 bidder.**
- h) Above work load distribution is only a projection based on past data and not guaranteed. There shall be no legal binding on Company and contractor must not claim any compensation in case of shortfall.
- i) The contract value will be calculated based on the final rates quoted by L1 bidder, received after RA on the indicated load. The contract value will be intimated to party while placing LOA.

9.0 Instruction for MSE Suppliers (Micro and Small Enterprises)

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

MSE supplier can avail the intended benefit only if they submit along with the offer copy of valid Udyam Registration certificate or NSIC certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (part -1 in case of two part bid). Non- submission of such document will lead to consideration of their bid at par with other bidders. No benefit 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.

Definitions of MSEs owned by Women is under:

- i. In case of proprietorship firm, proprietor must be woman.
- ii. In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

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iii. In case of private limited companies, at least 51% share must be held by women promoters.

Definitions of MSEs owned by SC/ST is under:

- i. In case of proprietorship firm, proprietor must be SC/ST.
- ii. In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by SC/ST promoters
- iv. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- v. District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
- vi. Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
- vii. Revenue Officer not below the rank of tahsildar.
- viii. Sub-Divisional officer of the area where the individual and/ or his family normally resides.
- ix. To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

For MSE vendors getting award-

Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2006 subject to fulfilment of above procedure.

Note: MSME vendors need to go through Special conditions of the tender also for any special instruction & deviation from above.

Signature and Seal of bidder

SECTION III

TECHNICAL REQUIREMENTS

1.0 Bidders shall provide the details in the prescribed format under Section VI.

2.0 Warehouse Facilities –

The Agents should have two warehouses out of which one closed and one open. Both warehouses will be in the same premises. The warehouses must have the following features.

- 2.1 The closed warehouse should have space for storing approx. 2000 CBM BHEL cargo. The open warehouse should have space approx. 15000 Sq feet for BHEL cargo
- 2.2 All the Warehouses should have sufficient space for operation of forklift/crane and facility of parking of trucks/trailers.
- 2.3 All the Warehouses should be fully secured with proper security arrangement round the clock and CHA shall be responsible for proper upkeep and security of material.
- 2.4 Communication facility at warehouses.
- 2.5 Arrangements of lights suitable for working at nights.
- 2.6 Suitable sitting arrangement in the Warehouse for Co.'s representatives, whenever they are required to visit, to enable effective discharge of their duties /responsibilities.
- 2.7 Please note that Stacking of cargo is not permitted.
- 2.8 All Air & Sea cargo should be stored in closed warehouse only, except such cargo which cannot enter the closed warehouse due to over size dimensions. In such cases where the cargo is stored in open warehouse, they shall be covered by Tarpaulin . This should be strictly followed. BHEL representative will make surprise visit to the warehouse and if it is found that the same is not followed suitable action will be taken against the CHA.
- 2.9 In case of Sea cargo wherein entire packages of one docket are received for storage, all packages may be stored at one place only.
- 2.10 The warehouse should be approachable all round the year.

2.11 PROCEDURE FOR STORAGE OF PACKAGES IN CHA WAREHOUSE

After clearance of the packages/consignments by CHA, CHA have to arrange transport from Port/CFS to his warehouse and store the packages in the following manner :

- [a] Package should be identified with BHEL Dkt. No. and PO No.
- [b] Storage instruction given on the package should be strictly followed.
- [c] Stacking of heavy weight package to be avoided.
- [d] Stacking limit to be followed in case of various weight packages
- [e] During Rainy Season, the packages which are stored in open warehouse, should be covered by Tarpaulins properly.

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- [f] Care may be taken for proper elevation of packages stored at open warehouse place to prevent packages from getting damaged due to rain water.
- [g] CHA shall follow the good practices while storing packages at both the warehouses

3.0 DETAILS OF WAREHOUSES MAY BE FURNISHED IN THE FOLLOWING FORMAT (If existing either own/rented/leased):

S No	Details of Warehouse with address (outside BMC limits at Mumbai)	Area in Sq. ft.	Open or close	owned/ rented/ leased

- 3.1 The bidders should submit ownership/lease/tenancy documents of such warehouse(s)
- 3.2 In case, at the time of submitting the tender, if the bidder(s) must have the suitable warehouse(s) either owned or leased,
- 3.3 They should also produce consent letter from prospective owner/lessor etc. in favour of bidder (or similar other document) consenting to provide such warehouse to the bidder.
- 3.4 The above documents must be submitted along with the techno-commercial part of the Tender.
- 3.5 In case of change of Warehouse address during the contract period, CHA have to intimate to BHEL immediately and suitable documents to be presented to BHEL for the same.

3.6 INSPECTION OF MATERIALS IN THE WAREHOUSE

BHEL reserves the right to inspect their materials stored in the Warehouses. If during inspection or at any other time it is observed that the materials were not stored properly and there is a risk of damage/pilferage to the materials or safety of the materials are not adequately taken care of, action as deemed fit will be taken by the Company against the CHA.

4.0 Indian Docks Laborers Act 1934

Indian Docks Laborers' Act 1934 should be adhered to in totality with special reference to the clause - Transporter & Equipment Operation Section 57 to 74 and also other relevant clauses/ section of the Act.

Important clauses are mentioned below:-

4.1 Power Trucks:

- 4.1.1 All trucks shall be of good material, sound construction, sufficiently strong for the purpose for which it is used and maintained in good state of repair.
- 4.1.2 All trucks shall be inspected at least once a week by responsible person and when any dangerous defect is noticed it shall be immediately taken out of use.

- 4.1.3 The power trucks shall be equipped with effective brakes, head lights and tail lamps and maintained in good repairs and working order.
- 4.1.4 Trucks shall not be loaded beyond their safe carrying capacity which shall be clearly and plainly marked on them.
- 4.1.5 Unauthorized persons shall not ride on transport employed in connection with dock work.

4.2. Fork-Lifts:

- 4.2.1 Fork-lift trucks shall be fitted with overhead guard to protect the operator from falling objects.
- 4.2.2 Fork-lift trucks shall have their gross weight conspicuously marked upon them.

4.3. Stability Test:

- 4.3.1 All Fork-lift trucks shall be checked for stability as per national standards.

4.4 Crane Operators:

- 4.4.1 There shall be one Crane Operator for each single or pair of loading cranes which can be operated from the same point and he shall –
 - a) be not less than 18 years,
 - b) be competent and reliable,
 - c) possess the knowledge of the inherent risks of the crane operation,
 - d) medically examined periodically.
- 4.4.2 Bidder should also furnish certificate confirming to the following as when required.
- 4.4.3 Certificate of Test and Examination of Wire Rope before being taken into use:
- 4.5 In regards to trucks, fork-lifts, cranes including wire ropes submission of certificate as per the format given at Page No. 40 shall be furnished by the contractor for all the cargoes wherein a single piece is weighing more than 5 MT. Bills for such consignments will be accepted only along with above certificate.

4.6 Other Acts to be complied by the Contractor:

- (i) All labour and/or personnel employed by the contractor shall be engaged by them as their own employees/workmen in all respects implied or expressed. It will be compulsory on the part of the contractor to insure all his employees, permanent or temporary, against liabilities of accident, partial or full disability, death etc. The contractor shall indemnify BHEL against liabilities arising out of the contractor's obligations on this account.
- (ii) The responsibility to comply with the provisions of various labour laws of the country shall be that of the contractor(s). Among others, he shall specifically ensure compliance with the following Laws/Acts and their re-enactments/amendments:
 - a) The Payment of Wages Act, 1936.
 - b) The Factory Act, 1948.

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- c) The Workmen's Compensation Act, 1923.
- d) The Employees Provident Fund Act, 1952.
- e) The Contract Labour (Regulation and abolition) Act, 1970.
- f) The Payment of Bonus Act, 1965.
- g) The Payment of Gratuity Act, 1972.
- h) The Equal Remuneration Act, 1976.
- i) The Employees State Insurance Act, 1948.
- j) The Industrial Disputes Act, 1947.
- k) The Employment of Children Act, 1938.
- l) The Motor Vehicles Act, 1988 along with GSRM 728-E dated 18.10.96
- m) The Hours of Employment Regulations
- n) Regulation of Employment and Welfare Act, 1969

5.0 PERIOD OF CONTRACT

- 5.1 The period of contract will be 30 days from the date of LOA.
- 5.2 **The Company reserves the right to terminate the contract of any agent at any time, without assigning any reasons thereof and without giving any prior notice. The Agent shall not be entitled for any compensation by reason of such termination.**
- 5.3 **If at any time during the currency of the contract, the Agent fails to render all or any of the services required under the scope of work satisfactorily in the opinion of the Company, whose decision shall be final and binding on the Agent, the company reserves the right to get the work done by other parties or departmentally at the Agent's risk and cost.**
- 5.4 In the event of the Agent 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 Agent's company becomes insolvent the contract shall automatically stand terminated.
- 5.5 Company reserves the right to claim from the Agent any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract.
- 5.6 The Agent shall not split or transfer to any other party any part of the contract during the currency of the contract. However, in case of suspension of CHA license/ any adverse demand/ Notice from the customs/ port authorities/ BMC / any other Agency due to which BHEL's work is getting affected, the Contractor can utilize or have interim arrangements of other CHA licence to complete the partially processed documents of BHEL by Contractor. However the other CHA, used by the Contractor, shall have no financial implication on BHEL. The entire responsibility will remain on the Contractor.
- 5.7 The Agent shall immediately intimate any change in the address of the Office and Warehouse during the period of Contract.
- 5.8 Whenever asked by company, all documents including original Bills of entry, licenses, power certificates, exemption certificate etc will be returned by Agent 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.
- 5.9 In the event of Agent backing out/not performing as per the contract, suitable financial action will be taken by BHEL. Additionally, future business of such de-faulting Agents will be suspended with BHEL as per company policy.

6.0 PAYMENT TERMS:-

Payments to be done under CHA Contract.

A) Freight and Custom Duty will be paid by BHEL.

B) CHA to make all other payments for Sea and Air shipments on behalf of BHEL and claim reimbursement from BHEL as below:

i) If BHEL has a running PD A/c then CHA can use it to debit the entire expenditure.

ii) All payments related for customs clearance except clause 6.0A above, charges up to Rs 2 lakh per B/L/AWB are to be paid by CHA. Agent to submit bills for reimbursement immediately along with all requisite documents. CHA shall ensure that all the invoices and receipts shall be in the name of BHEL. In case of emergencies on the specific instruction of BHEL, direct payments are to be made by CHA more than the amount specified which will be reimbursed. However this will be only on the specific request of BHEL and the request is to be enclosed with the bill for reimbursement

iii) For Charges exceeding Rs 2 lakh per B/L / AWB, same will be paid by BHEL to agency concerned. CHA to provide Performa invoice/worksheet/rate schedule from respective agency in advance. In case of non availability of above mentioned documents for release of such charges in advance, to avoid demurrage/detention charges, CHA working sheet shall be considered for release of such charges in advance. However if any excess advance payment is made, the same will be adjusted against their running bills. CHA shall ensure that all the invoices and receipts are submitted within seven days of payment and shall be in the name of BHEL. In case of delay in submitting the invoice after payment made by BHEL, the full amount will be recovered till the submission of original invoice and receipt from the concerned parties. In case of direct payment by BHEL, all original invoices and receipts must be submitted to BHEL, before submission of reimbursement bill of that shipment. Without which, reimbursement shall not be processed.

iv) After payment by BHEL, if situation arises to make further payment lesser than Rs 2 Lakh, such payments will be made by CHA, reimbursement of such payment can be claimed by CHA.

v) Detention payment shall be made by BHEL however in case of emergencies on the specific instruction of BHEL, detention payments are to be made by CHA which shall be reimbursed.

C) CHA can utilize the following PD/ Accounts maintained by BHEL :

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1. PD A/c's with Mumbai Port Authorities : for demurrage / wharfage / stamp duty charges etc.
2. Any other PD A/c that BHEL may open in future & authorize CHA to debit / use.

(D) Reimbursement bills should be submitted within 7 days of clearance of the shipment. Payment of reimbursement will be made within 30 working days after receipt of bill/documents complete in all respect including Rate Schedule from respective Agency.

6.1 Payments of regular Agency bills.

Payment of all agency bills will be made within 30 working days on fulfillment of all contractual obligations to the satisfaction of BHEL and on submission of bill wherein original Bills of Entry has been submitted to BHEL and in all respect along with all requisite documents stated below. Bills without all the documents will not be accepted.

6.2 Requisite documents:-

- In case of demurrage/detention/storage charges/warehousing charges are incurred then Agent shall furnish the detailed explanation for entire period of clearance.
- Copy of B/E (Digitally signed EOOB)
- Copy of B/L or AWB
- Copy of packing list or invoice cum packing list, where ever applicable.
- Copy of BHEL's Road Dispatch Advices (RDAs) as applicable
- All MbPT/CFS/CWC/JNPT receipts/chappas in original
- Receipt of payments/statutory/mandatory payments made to the Govt. agencies.
- Original vouchers and receipt in support of claims for reimbursement (in case the originals have been submitted earlier, copy of same should be enclosed)
- Signed and sealed Warehouse statement for inward and outward records of the packages.
- Copy of customs examination order if packages are opened and repacked
- Copy of customs out of charge B/E
- Customs notice/circular (if any)
- Copy of tariffs of Shipping line / CFS/ etc as applicable

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- Proof of acknowledgement of additional bond/essentiality certificate submitted to contract cell (Customs) in case of Project Import.
- Proof of acknowledgement of request letters for CRA submitted to Customs.
- Copy of TRA/CRA.
- Check list for material handling in the prescribed format (Annexure-A) of the Company.
- Confirmation of submission of original Bills of Entries by BHEL (copy of BHEL acknowledgement).
- In case there is no demurrage or Air warehousing charge, the bills should be stamped "NO DEMURRAGE".
- Notification/circular to be given for any change in the statutory charges involving agencies i.e. CWC, MIAPL, BPT, Customs, CFS etc. to be furnished by CHA while claiming reimbursement of payment for such revised charges/statutory charges.

No bill will be processed for payment by the Company unless the above applicable requirements are fully complied with. In case the bill is submitted one year after the invoice date then the GST will not be reimbursed.

6.3 Custom penalty/Demurrage / Storage / Terminal Service charges / Ground rent / Air Warehousing/ Container Detention Charges

If Customs Clearance is delayed beyond the prescribed period , Demurrage/ container detention /storage charges/ground rent/Air warehousing charges/custom penalty and other punitive charges on account of physical clearances after period allowed will be recovered from the Bills of CHA for the actual delay caused by the CHA, if it is observed that the delay was due to improper action, negligence or any other cause directly attributable to the CHA.

However in case of genuine difficulty on the part of CHA due to reasons not attributable to CHA (non availability Customs Officers/System Failures and any other similar reasons) demurrages and detention will be borne by BHEL on appropriate certification by concerned operation (Import) group.

6.4 The Agent will not be entitled to claim any interest or any other charges on delayed payments.

6.5 The Agent will be required to raise the Bill for the services rendered in the form prescribed by the company from time to time. The bills will have to be raised generally Docket serial wise after all the packages contained in the Docket are dispatched to the destination as per Company's instructions.

- a) In case custom cleared cargo lying in CHA warehouse more than three months, agent can raise the agency bill for the same. Supplementary bill for balance activity after despatch may be submitted.
- b) For bonded cargo agent can raise agency bill after completion of bonding activities.

6.6 All Agency bills to be raised within 15 days of the dispatch of materials to unit or site but not later than 30 days without any specific reason. The Company may accept some bills beyond the specified period as exception with satisfactory reason for delay. Any loss of

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GST to BHEL due to late submission of bills by agent shall be recovered from agent's bills.

6.7 For determining the slab, no rounding off will be done. Payment will be made as per actual tonnage

6.8 Weight/ Dimension shown in the Bill of lading/ Air Way Bill will be final. However, if some of individual package Dead weight/ Measurement weight exceeds the B/L weight, the package-wise weight determined on the basis of Packing List will be final.

6.9 In case of non availability of dimensions / weight in BL/AWB, weight / CBM mentioned on packing list or actual measurement done by BHEL representative shall be considered.

6.10 Payment will be made on Dead weight/volumetric weight (cbm), whichever is higher. For converting the volumetric weight, factor to be considered as (1 CBM) = 1 MT.

- In case excess duty is paid due to lapses on part of the Agent, the amount so overpaid may, solely at the absolute discretion of the Company, be recovered from the outstanding bills of the Agent. The recovered amount will be refunded, when and to the extent, the overpaid amount is refunded to the company by the Customs.
- Similarly, if any penalty and/or fine is imposed by customs authorities due to lapses on any or one of the above, the amount of penalty and/ or fine levied may, solely at the absolute discretion of the Company, be recovered from the outstanding bills of the Agent. However, if such fine and/or penalty is subsequently waived or reduced by customs authorities, the amount refunded to the company by the Customs would be refunded to the Agent.
- In case any wrong payment or excess payment is made by the Agent to such other Agencies, CHA will be fully responsible for the same and will have to make good the losses suffered by the company on this account. The Company will recover such amount (including interest, if any) from the outstanding bills of CHA. However, if such fine and/or penalty or excess payment is subsequently waived or reduced or refunded by other agencies the amount refunded to the company by them would be paid to the Agent.

6.11 ODC PACKAGES:

A package exceeding any one or more of the following dimensions/ weight (Dead or Measurement) will be treated as ODC package.

Length	Width or Breadth	Height
6.7 Meters (assuming 22 feet truck length)	2.1 Meters (assuming 07 feet truck width)	2.5 Meters (assuming 08feet container height)

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" , "MTO" or "CFS" or "FREIGHT FORWARDER or CONSOL AGENT OR CHA 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) 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 for one years .
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side. All efforts to be made for closure of contract within 3 months from date of expiry of the contract.
- 1.11 "Ton" means one metric Ton or 1,000 kilograms or one cubic meter.

- 1.12 **Load Pattern:** 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. BHEL does not guarantee the load pattern. The load Pattern envisaged/estimated for next one year is given in Price Bid.

2.0 Issue Of Notice:

- 2.1 The Contractor shall furnish the name, designation and addresses of his authorised agents/associates at Mumbai (India)/ JNPT. 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 License/Permission/Registration

- 4.1 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. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Contractor shall be entertained by BHEL for any breach of the provisions/Acts or laws by the contractor.

5.0 Invoices And Payments

- 5.1 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.
- 5.2 All taxes as applicable will be paid separately. All tax elements shall be shown separately in the invoice.
- 5.3 If invoice is not in the name of "BHEL", the GST will not be reimbursed to contractor as BHEL will not be in a position to avail input tax credit. In addition to above, please refer clause 6.0 of technical requirement.

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.

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.

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- 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).

For imported cargo, BHEL Marine Open Policy covers the insurance for 180 days from completion of discharge of consignments at final port of discharge/bonded warehouse/temporary store owned/rented by BHEL.

CHA to intimate BHEL, if cargo lying beyond this period in warehouse or uncleared, to enable BHEL to take up with Insurance Co. for further extension of time period if needed. CHA need not take insurance for the BHEL Cargo.

However all other clauses pertaining to insurance are to be adhered to.

- 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.
- 9.5 Labour utilized by the Clearing Agent for handling any work under the contract either in the premises of BHEL or elsewhere shall be treated as the employees of the Clearing Agent and BHEL shall have no liability whatsoever in this regard. The Clearing Agent shall fully indemnify and hold BHEL harmless against any claims arising as a result of the failure of the Clearing Agent to comply with this clause and/or any injuries/deaths/damages suffered by their workmen.
- 9.6 Wherever Central/State Government has made statutory requirement for the engagement of labour, the Clearing Agent is required to abide by the same. Wherever Mathadi Labour services are required, the contractor shall deploy the Mathadi Labour except at CHA warehouse (Refer Schedule S 02 (A1) & S 02 (A2)). No extra charges for Mathadi Labours is payable to the contractor on account of handling such cargo.

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

- 10.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms,

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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.

- 10.2 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.
- 10.3 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.
- 10.4 Force Majeure conditions will apply on both sides.

11.0 Prevention Of Corruption

- 11.1 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.
- 11.2 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.

12.0 Arbitration

- 12.1 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.
- 12.2 The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

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- 12.3 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 Mumbai.
- 12.4 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 12.5 Subject to the arbitration in terms of Clause 16 above, the Courts at Mumbai shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- 12.6 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.
- 12.7 **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.

13.0 Laws Governing The Contract:

- 13.1 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.

14.0 Indemnity

- 14.1 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.

15.0 Security Deposit

- 15.1 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
- 15.2 Security deposit may be made in any of the following ways:

- i) Only Electronic Fund Transfer in favor of BHEL

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ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should be as per BHEL approved format only (format and bank names given along with tender document).

iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

15.2.1 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.

15.2.2 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (iii) and (iv) 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 six **(6) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

16.0 Earnest Money Deposit

16.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in Electronic Fund Transfer credited in BHEL account (before tender opening)

16.2 EMD of the Tenderer will be forfeited if:

16.2.1 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.

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

16.2.3 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.

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

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

16.5 EMD shall not carry any interest.

17.0 Discrepancy In Words & Figures: Quoted In Offer

17.1 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.

17.2 If there is an error in a total corresponding to the addition or subtraction of subtotal

17.3 s, the subtotals shall prevail and the total shall be corrected; and

17.4 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 23.1 and 23.2 above.

17.5 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 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.

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- 18.4 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.
- 18.5 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
- 18.6 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.
- 18.7 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.

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_guidelines_adbridged.pdf

20.0 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. "

21.0 Reverse Auction

- a) **REVERSE AUCTION WILL NOT BE CONDUCTED FOR THIS TENDER.**

22. VERIFICATION OF DOCUMENTS: BHEL reserves the right to verify any documents submitted by the Bidder. Any supporting documents in line with contract copy and completion certificate like invoices, Packing list, Billing details in original may be asked and

BHEL reserves the right to reject the bid if verification from customer/ or supporting documents is not forthcoming.

23. The bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

SECTION V

SPECIAL CONDITIONS

1.0 REQUIREMENTS OF PERFORMANCE.

- 1.1** All the road permissions and ODC 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.
- 1.2** 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.
- 1.3** 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 while loading/unloading. During transshipment he shall provide all packing and lashing at his own cost.
- 1.4** 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

2.0 SHORT – LANDED OR DAMAGED GOODS.

- 2.1** 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 be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.

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- 2.2 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.
- 2.3 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.
- 2.4 The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

SECTION VI

TECHNO COMMERCIAL FORMAT

SR No	Description	Confirmation by Tenderer
1	EMD/Valid MSE UDHYAM Certificate / NSIC Certificate	To be provided
2	Name and address of having a closed & covered warehouse with a capacity to store at least 2000 cbm of cargo at any point of time and open warehouse having space approx. 15000 Sq feet as per section 2.0 sec III .	To be provided
3	Compliance Letter on Company Letter head	To be provided
4	Signed and Sealed Tender Document	To be uploaded
5	Validity of the contract : The contract will be valid for 1 month from date of LOA	Agreed

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,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Sub : Your Tender no RE/MUM/IMP/AC/CH-2239

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

Annexure-A

CHECK LIST FOR MATERIAL HANDLING

(Proof of compliance with Indian Dock Labour Act)

1. **BHEL DOCKET No**_____
2. **Description**_____
3. **No. of Pkgs / Weight**_____
4. **Removed to CHA warehouse / Handed over to BHEL approved transporter**

INSTRUCTIONS TO CHA

1. Follow Handling instructions given on the package, wherever separate handling sketch is given by BHEL / Supplier the same should be strictly followed.
2. Hooking / Slings should be done only at the hooking / slinging points marked on the package.
3. In Port /CFS without in-house handling facilities where CHA uses his own or hired handling / Transport facilities, then compliance with Indian Dock Labour Act & Motor Vehicle Act must be ensured by CHA.

HANDLING / TRANSPORTATION EQUIPMENT USED FOR ABOVE CARGO

A) FORK LIFT / MOBILE CRANES

- a) We confirm that the above Fork Lift is of adequate capacity for the above job. We have further ensured compliance of Rule 59 (1&2) & Rule No 60 of Dock Workers (Safety, Health & Welfare) Regulations 1990 in this regard.

Yes/No

- b) We confirm that the above Mobile Crane is of adequate capacity for the above job. We have further ensured compliance of Rule 64 of Dock Workers (Safety, Health & Welfare) Regulations 1990 in this regard.

Yes/No

B) WIRE ROPES / SLINGS

Certificate from the Govt. approved authority for the wire rope / slings with regard to capacity and condition prior to handling of the above cargo is enclosed for your reference.

Yes/No

C) TRUCKS

We confirm that the truck used is of adequate capacity and further ensure compliance of Motor Vehicle Act.

Yes/No

We here by confirm that we have complied with all relevant requirements of The Indian Dock Labourers Act. 1934 and Dock Workers (Safety, Health & Welfare) Regulations 1990 during the handling and clearance of the above cargo.

Signature of CHA's Dock In charge

SECTION VIII

PRICE BID

We are ready to do the work on _____% of the BHEL Schedule rates

(For all Schedule S01 to S07A, (Mention in words also) (No decimal to be quoted)

Note:

- 1- The % of quoted above shall be uniformly applied to all BHEL slab rates. (For Schedule Schedule S01 to S07A)
- 2- BHEL Slab rates are exclusive of GST.
- 3- No individual slab rate discount is permitted.

Example 1.

If bidders quotes 110 %, each slab quoted rates will be 1.1 times BHEL slab rate

Example 2.

If bidders quotes 80 %, each slab quoted rates will be 0.80 times BHEL slab rate

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RATE SCHEDULE-S-01 to S07A FIXED BY BHEL

SCHEDULE-S-01	SEA & AIR IMPORT DOCUMENTATION			
	AGENCY CHARGES			
Sl.No	Detail of operations	Description/UOM	Rate in Rs.	Project ed Load
1	Processing of BE with all customs group (including reassessment of BE) up to duty payment / obtaining IDF/ADF & Out of charge	(a) MERIT/ DEEC / PI / FMS/ EPCG/Other Customs Notifinations / Adhoc certificate /Re- Import/ Bond under Sec-59 & 69 and Ex bonding	1310	10
		BE with HSS Processing	2190	0
2	Additional charges (in addition to 1 above) for registration of Bonds undertakings e.g. Customs Notification 50/2017 Sl. No: 404 (b) etc. registration of undertaking/ Bills of Entry (Excluding stamp paper cost & notary charges)	Rate per Undertaking/bond in Rs.	480	0
3	Registration of DEEC / EPCG Licenec / any other licence issued as when issued by Govt.	Rate per Licence in Rs./-	2340	0
4	Initial Project Import Registration at Customs	Rate per Project Import Registration in Rs./=	14500	0
5	Registration of Additional bond in already registered project (PI)	Per bond/per unit	2210	0
6	Registration of amendment to DEEC/EPCG/PI/ any other licence issued as and when by Govt	Rate per amendment	880	0
7	Registration of FMS/SFIS/MEIS licence etc.	Charge/ Licence	2190	0
8	Registration, Release & confirmation of CRA/TRA , received from any Customs Houses to any custom house	Rate per TRA/CRA registration	1240	0
9	Re credit of TRA/CRA if it is due to BHEL	Rate per TRA/CRA	1240	0
10	Charges for opening of package for customs examination & repacking (including labour, carpenter and handling)	Rate Per Package	790	1

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11	Minor Repair of Packages by the way of Strapping at the Airport /MBPT/CFS/ICD/Customs bonded areas (certification of BHEL representative is required)	Rate Per Package	790	1
12	Repair of package if required. (The same will be carried out by authorised agency working at Docks/CFS). Reimbursement will be done on production of original receipt of said authorised agencies	Actual as per receipt	At actual	
13	Storage Charges per week, payable on the maximum CBM cargo stored during a week starting from receipt of first package of the consignment in godown. For volumetric weight less than 1 CBM, payment will be made for 1 CBM			
	Warehouse	Per CBM / week	120	20
14	Cancellation of Auction/sale notice	Per BL / per B/E	1650	0
15	Rates for notary charges	per bond	190	1
16	Rates for processing of challan for duty and interest against Adv lic/PI/Power Cert/Others wherein customs have issued notice or Suo Moto. or BHEL makes excess duty payment	Rate / Bill of Entry	640	0
17	Coordination Charges for processing of manifest amendment (Inclusive of documents collection from Shipping Company or Airlines and submitting documents to customs and follow up with customs). These charges are exclusive of Customs receipted fees, fine & penalty.	per amendment	1070	0

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18	Rates for clearance of post parcel consignment including all charges for handling, shifting to BHEL nominated place. Actual postal/courier charges if any would be reimbursed at actual on production of receipt.	per post parcel	1390	0
19	Speedy/Fast Courier through DHL, Blue Dart etc for sending documents/Licence file along with RA etc to outstation BHEL offices would be reimbursed at actual on production of original invoice & receipt with GST No.	per courier receipt	At actual	0
20	Re-assessment of B/E by way of addition of Invoice or any other details as advised by BHEL excluding custom receipted charges which shall be reimbursed at actual	Rate per B/E	1460	0
21	Charges for the extension of the BONDING period under sec 59	Per amendment	1290	0
22	Rate for obtaining permission from various agencies including customs/port/shipping company to take DPD delivery of containers from JNPT port excluding indemnity bond charges which shall be paid at actual	Per BL	480	1
23	Service charges for Tarmac delivery at Airport wherein location is mentioned in the warehouse receipt including all requisite permission from all concerned agencies (To be certified by BHEL executive).Applicable only for Schedule S 05. ODC / heavy As per Rotaion No.by GVK or Concor	per consignment	6500	0

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24	Transport charges (including any challan) of cargo from MBPT & their CFS/ICDs, ACC, JNPT-CFS to CHA Godown (ODC Shipments). Vehicle deployment to be certified by BHEL- Represenatative	Per Vehicle		
a)	Trailor -20'	per vehicle	12580	1
b)	Trailor -40'	per vehicle	15190	0
SECTION-VI	HANDLING CHARGES SCHEDULE UPTO 20 MT		Rate in Rs per FRT per package in slab of	
SCHEDULE-S-02(A1)	IMPORT AT MBPT,MBPT's CFS/ICDs, MULUND CFS,JNPT's CFS/ICDs,CUSTOMS BONDED AREAS AND CHA GODOWN			
	(1 handling charges equals to 1 loading or 1 unloading)			
1	The below activities will be considered as handling		Rate in Rs per FRT per package in slab of	
	a) Loading by Contractor's forklift/crane at MBPT (wharf / storage area) & their CFS/ICDs into trucks/trailers placed by BHEL for direct despatch. This is also applicable for loading into transport arranged by CHA for bonding the cargo/ removing to CHA godown.			
	b) Loading by Contractor's forklift/crane,in case of partial removal of pkgs from MBPT & their CFS, because of non-placement of vehicles by BHEL, additional charges over and above 1 are payable till completion of the final delivery on the balance cargo.			
	c) Un-Loading at Customs notified bonded areas /CHA warehouse from trucks/trailers for storage. (Applicable for the cargo brought from MBPT & their CFS, ACC, JNPT-CFS)			
	d) Loading at Customs notified bonded areas / CHA onto trucks/trailers for despatch (Applicable for the cargo brought from MBPT & their CFS,ACC, JNPT CFS)			
	Upto 1 MT		500	10
	Above 1 MT to 9 MT		360	0
	Above 9 MT to 15 MT		370	0
	Above 15 MT to 20 MT		410	0
Note:				
1. Billing to be based on the Package CBM / weight whichever is higher.				
1 FRT Ton (1 CBM) = 1 MT. Minimum payment of One MT will be payable.				
2. Contractor shall engage the services of Maharastra Mathadi, Hamal and other Manual Worker Act 1969 if needed at Mumbai Port Trust, Sahar Air Cargo Complex, various CFS/ICDs in and around JNPT, private and govt bonded warehouses (No extra charges payable)				
1. Handling of Cargo belonging to the category of Non Ferrous like Copper, Nickel, Zinc, metal other than steel and iron (if arriving at CHA godown) will be done by				

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Mathadi labour Toli No M07. BHEL will make direct payment for such cargo as per the scheduled rates of Mathadi Labour board.			
SECTION-VI	HANDLING CHARGES SCHEDULE ABOVE 20 MT (HEAVY LIFTS)	Lumpsum Rate (in Rs.) per piece/package in the slab of	
SCHEDULE-S-02(A2)	IMPORT AT MBPT,MBPT's CFS/ICDs, MULUND CFS,JNPT's CFS/ICDs,CUSTOMS BONDED AREAS AND CHA GODOWN		
1	LUMSUM CHARGES for directly loaded from ship crane (Hook Delivery) into trucks/trailers placed by BHEL for on ward despatch (Including obtaining permission from Port/Customs /Shipping Co.) per bill of entry	2210	0
2	The below activities will be considered as handling. (1 handling charges equals to 1 loading or 1 unloading)		
	a) Loading by Contractor's crane at MBPT (wharf / storage area) & their CFS/ICDs into trucks/trailers placed by BHEL for direct despatch.This is also applicable for loading into transport arranged by CHA for bonding the cargo and removing to CHA godown.		
	b) Loading by contractor's crane at Customs notified bonded areas onto trucks/trailers for despatch (Applicable for the cargo brought from MBPT & their CFS)		
	c) Un-Loading by contractor's crane at Customs notified bonded areas/CHA godown/MBPT from trucks/trailers for storage. (Applicable for the cargo brought from MBPT & their CFS, JNPT)		
	Above 20 to 30 MT (W/M)	9070	0
Note:			
1. Contractor shall engage the services of Maharashtra Mathadi, Hamal and other Manual Worker Act 1969 if needed at Mumbai Port Trust, Mulund CFS, Sahar Air Cargo Complex, various CFS/ICDs in and around JNPT, private and govt bonded warehouses (No extra charges payable)			
2. Handling of Cargo belonging to the category of Non Ferrous like Copper, Nickel, Zinc, metal other than steel and iron (if arriving at CHA godown will be done by Mathadi labour Toli No M07. BHEL will make direct payment for such cargo as per the scheduled rates of Mathadi Labour board.			
3. Handling charges for bonded warehouse will be payable for cases where BHEL does not pay handling (loading/unloading) charges to CFS directly.			
SECTION-VI	HANDLING CHARGES SCHEDULE (B)		
SCHEDULE-S-03	IMPORT - CONTAINER CARGO AT MULUND CFS/ICDs AND CFS/ICDs AROUND JNPT		
1	Service charges for co-ordination with CFS/ICDs for delivery of the cargo for FCL container		
1A	For De-stuff delivery	per container	
	20 FT	430	1
	40 FT	480	0

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1B	For Loaded container delivery	per container		
	20 FT		370	1
	40 FT		410	0
2	Service charges for co-ordination with CFS/ICDs for removal of lashing in case of Flat rack container and removal of Taurpaulin for OT containers (not applicable in case of GP Containers)			
	For De-stuff delivery	per container		
	20 FT		990	1
	40 FT		1340	0
3	Service charges for co-ordination with CFS/ICDs for delivery of the cargo per LCL shipment (per Bill of Entry)		2050	0
Note :-1) Where ever usage of port handling equipment is compulsorily used through CFS for Destuffing & Loading, the said charges for using PORT/CFS handling equipment at respective CFS (viz JNPT) will be reimbursed as per rate schedule/actual receipts.				
2) Contractor shall engage the services of Maharastra Mathadi, Hamal and other Manual Worker Act 1969 if needed at Mumbai Port Trust, Sahar Air Cargo Complex, various CFS/ICDs in and around JNPT, private and govt bonded warehouses (No extra charges payable)				
3) Handling of Cargo belonging to the category of Non Ferrous like Copper, Nickel, Zinc, metal other than steel and iron (if arriving at CHA godown) will be done by Mathadi labour Toli No M07. BHEL will make direct payment for such cargo as per the scheduled rates of Mathadi Labour board.				
4) Wherever the port handling equipment is not available, the contractor has to arrange the suitable cranes to handle the material. Charges shall be reimbursed against the Original receipt.				
5) For cases, where shipment is Part FCL, Single container with multiple dockets , the co-ordination charges will be paid as per FCL on per container basis only				
SECTION-VI	TRANSPORTATION CHARGES SCHEDULE			
SCHEDULE-S-04	Rate			
1	a) Transport of cargoes from MBPT & their CFS/ICDs to CHA Warehouse		Rate in Rs per FRT per package in slab of	
	b) Transport of cargo from MBPT & their CFS/ICDs to Customs notified Bonded area			
	c) Transport of cargoes from CFS/ICDs of JNPT to CHA Warehouse			
	d) Transport of cargo from CFS/ICDs of JNPT to Customs notified Bonded area			
	Minimum Rate		2240	4
	Upto 9 MTs		350	4
	Above 9 MT -15 MT		350	2
	Above 15 MT-22 MT		400	0
	Above 22 MT-35 MT		470	0
	Above 35 MT-60 MT		540	0
2	Transport of cargo from CHA godown to Transporter godown/BHEL customer (located within and around Mumbai)/Courier company's godown/ any railway station in vicinity of mumbai		Rate in Rs per FRT per package in slab of	
	Minimum Rate		2210	

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	Upto 9 MTs (Non ODC Shipments)		420	
3	Transport of cargo from Customs notified Bonded area to CHA godown		Rate in Rs per FRT per package in slab of	
	Minimum Rate		2210	
	Upto 9 MTs (Non ODC Shipments)		420	
SECTION-VI	TRANSPORTATION CHARGES SCHEDULE			
SCHEDULE-S-05	IMPORT AT AIR CARGO COMPLEX (ACC) AT MUMBAI			
1	Service charges for co-ordination with MIAL/AIR INDIA CONCOR or GVK Agent for delivery of the cargo per shipment (per Bill of Entry)		1530	
2	Transportation of cargoes from MIAL/AIR INDIA CONCOR or GVK Agent to customs bonded area /CHA Godown		Rate in Rs per FRT per package in slab of	
	Minimum Rate		1530	
	Up to 1 MT		410	
	Above 1 MT to 3 MT		350	
	Above 3 MT to 5 MT		400	
	Above 5 MT to 9 MT		450	
	Above 9 to 15 MT		520	
	Above 15 MT to 20 MT		540	
Note :-(1) Whereever usage of port handling equipment is compulsorily used through MIAL/Air India for Handling & Loading, the said charges for using AIRPORT handling equipment will be reimbursed as per rate schedule/actual receipts.				
(2) Contractor shall engage the services of Maharastra Mathadi, Hamal, transportation labour board and other Manual Worker Act 1969 if needed (No extra charges payable).				
(3) Agent shall arrange to shift cargo/consignment weighing upto 9 MT per docket/consignment including normal cargo to their godown immediately after customs clearance. If Agent fail to do so company will recover the warehousing charges .For ODC Cargo and other consignments more than 9 MT the agent shall arrange to shift the cargo to their godown on confirmation from BHEL.				
(4) Additional charges for Tarmac delivery in case of ODC shipment are covered in Schedule S01 at SI No 23				
Loading and Unloading Charges at the warehouse will be as per rate quoted in Schedule 2				
SECTION-VI	DETAILS OF OPERATION			
SCHEDULE-S-06				

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Tarmac Consignments	Charges for all related services including bill of entry filing, custom clearance, examination handling, loading from Tarmac onto Trucks/Traillers (arranged by BHEL/CHA). (All requisite permission from MIAPL, CONCOR or GVK Agent & other concerned agencies will be sought by CHA) wherein location is mentioned in the warehouse receipt (To be certified by BHEL representative). No other charges shall be payable			
1	Upto 20 MT	per consignment	10340	
Note: (1) Contractor shall engage the services of Maharastra Mathadi, Hamal and other Manual Worker Act 1969 if needed at Mumbai Port Trust, Sahar Air Cargo Complex, various CFS/ICDs in and around JNPT, private and govt bonded warehouses (No extra charges payable)				
(2) Handling of Cargo belonging to the category of Non Ferrous like Copper, Nickel, Zinc, metal other than steel and iron (if arriving at CHA godown) will be done by Mathadi labour Toli No M07. BHEL will make direct payment for such cargo as per the scheduled rates of Mathadi Labour board.				
(3) Above rates shall include Handling & loading equipments charges arranged by bidder.				
SECTION-VI				
SCHEDULE-S-07				
1	Transport of the loaded Containers from JNPT port and unloading & at CHA Godown after completing the DPD procedures	Rate per TEU	8120	
2	Loading & Transportation of the Empty Container from CHA warehouse to Shipping Companies Empty yard (repositioning of Containers)	Rate per TEU	5510	
Note: 1) Rates for obtaining the permission for taking the DPD delivery shall be paid separately as per Schedule S01- Sr no 22.				
SCHEDULE-S-07 A	Detail of operations			
ANNEXURE I				
1	Charges for obtaining debit sheet from customs for EDI registered DEEC/EPCG/FPS/FMS/MEIS/PI/SEIS/etc	Per licence	1070	
2	Charges for the Reconstruction of the B/E including all activities like FIR, bond, Custom charges shall be paid as per actuals against receipt.	Per B/E	4580	
3	Charges for obtaining NOC from Custom for removing DEL/ALERT	Per NOC	1160	
** GST will be applicable as per Govt of India notification for all schedules under this contract.				