

To
Ms-----

Dear Sir/Madams

Sub: E- Tender for appointment of Customs House Brokers CHA & Material Handling Contractor

BHEL invites tender for appointment of Customs House Brokers CHA & Material Handling Contractor

The bidders are requested to submit their most competitive offers complete in all respects without any deviation. The offers shall remain valid for three months for acceptance from the due date of tender .The technical offer should comply with all the tender requirements. The offer with any deviation will be rejected and the financial offer of the bidder will not be opened.

The tender will be conducted and evaluated online through [BHEL NIC portal](#) system. The bidder shall submit his response through bid submission to the tender on E -procurement platform at <https://eprocurebhel.co.in/nicgep/app> only as no other forms of submission of offers or hard copy is acceptable. Bidders are requested to quote their most competitive price in through [BHEL NIC portal](#) system

Bidders must submit their Technical and Price Bids in E -procurement portal on or before 14.00 hrs on 10.01.2022. Refer instructions in Page 5 of tender. In case of online payment, the UTR reference of EMD shall be separately emailed to the undersigned before due date. Successful bidder shall be responsible for completion of the contract in all respects. Techno Commercial offer will be opened through e-procurement portal on 10.01.2022. The price bid of technically qualified bidders shall be opened after due intimation.

Thanking you

**TENDER FOR APPOINTMENT OF
CUSTOMS HOUSE BROKERS (CHA)
AND
MATERIAL HANDLING CONTRACTORS
TENDER NO. RE/CHE/MS/CHA/2119
TENDER DATE: 30.12.2021**



**BHARAT HEAVY ELECTRICALS LIMITED
REGIONAL OPERATIONS DIVISION
CHENNAI**

**LAST DATE OF SUBMISSION
10.01.2022**

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GENERAL INFORMATION

This tender is for the appointment of Customs House Brokers (CHA) and Material Handling Contractor for clearance of Sea/Air Imports, Sea/Air Exports through Chennai Sea Port & Chennai Airport and Post Offices. The period of Contract will be One Year which may be extended by another 3 months at BHEL's discretion.

Names and addresses of the contact persons for this tender are:

Sl. No	Name and Address	Phone Nos. & Email
1.	BHEL ROD Chennai address: BHARAT HEAVY ELECTRICALS LTD., (A Govt. of India Undertaking) Regional Operations Division, Material Services, TEK Towers, 4 th Floor, 11,Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai 600097.	(1) R.B.Maheshwari Dy.Manager/MS Phone : 044-24589837 Cell No.9487890759 rbmaha@bhel.in (2) P.V.Schain AGM/ROD Phone : 044-24589835 shain@bhel.in
2	EMD Amount	INR 1,62,500.00
3	PRE BID MEETING AT Regional Operations Division, Material Services, 4 th Floor, Rattha TEK Towers, 11,Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai 600097.	03.01.2022 AT 11.00 HRS
4	Due date & Time of submission of EMD	10.01.2022 by 14:00 Hrs
5	Due date & Time of submission of bids in all respect on online portal https://eprocurebhel.co.in	10.01.2022 by 14.00 Hrs
6	Date and time of opening of Technical Bid (Part I) of tender	10.01.2022 by 15.00 Hrs
7	Date and time of opening of (Price) Part II/ Reverse Auction	Information will be furnished vide email separately.
8	Name and Address of concerned persons of E-procurement agency	https://eprocurebhel.co.in Contact Person - R Inchara Phone no: 8553226267, Email: inchinchu@gmail.com

GUIDELINES FOR OFFER SUBMISSION:

1. The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://eprocurebhel.co.in>
2. Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. This tender will be finalized **through online Reverse Auction**. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.

For support regarding e-tendering system, bidders may contact following:

R Inchara phone no: 8553226267, email: inchinchu@gmail.com

Bidder registration is for free and the procedures are provided in the portal.

<https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page>

3. The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class – III, SHA 2, 2048 BIT – Signing and Encryption) and vendors are requested to procure the same immediately if not available with them and timely fulfill all requirements including availability of correct DSC to avoid last minute difficulties faced.

Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

EMD must be deposited latest by **14:00 Hrs** on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system.

- (I)** Part-1 – Techno Commercial Bid.
Should be submitted as per guideline provided.
- (II)** Part-2 – Price Bid
Should be submitted as per guideline provided.

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

Reverse Auction :-

The tender will be finalized through Reverse Auction. However, the bidders are advised to quote their most competitive rates in the price bid. The Reverse Auction of technically qualified bidders shall be held through a separate service provider. Successful bidder shall be responsible for completion of the contract in all respects.

REVERSE AUCTION: For detailed information regarding reverse Auction procedure, please refer BHEL Reverse auction Policy available at <https://www.bhel.com/guidelines-reverse-auction-2021>

The offers shall include

1) **EMD:-**

The EMD of **Rs. 162500.00/-** by way of DD favouring BHEL, enclosed in an envelope, super scribed as “EMD for Tender No (Write Full Tender No) MUST BE HANDED OVER TO BHEL REPRESENTATIVE Manager (HR) latest by **14.00 Hrs** on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system.

EMD can be remitted also through Online before Tender due date. RTGS/NEFT details to be provided to BHEL ROD Chennai.

2) **Techno-Commercial Bid:-**

The techno commercial bid is to be filled and uploaded with full required documents online on E-Tendering Portal of BHEL at web address <https://eprocurebhel.co.in> latest by **14.00 Hrs on the day of Tender submission date**. This includes documents required as per Qualification Criteria of Techno commercial Section, all self-certification as per Techno commercial section, entire tender document along with blank price bid, compliance letter on company's letter head, duly filled format for techno commercial bid, amendment if issued to the tender with sign and seal on each page. The techno commercial offers shall be opened on **15:00 Hrs on the same day of Tender submission date**. Hard copies other than those mentioned in the tender of commercial offers shall not be accepted for evaluation.

3) **Price Bid /Reverse Auction:-**

Price bids of only technically qualified bidders will be opened/Decrypted on online portal.

The Price Bid is to be filled up and uploaded in excel sheet through E-Tendering system only. It should be uploaded before the due date of submission only in the format provided in the tender. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price Bid of the technically qualified bidders.

Prices to be quoted in percentage increase or decrease of BHEL Schedules rate in totality only. No conditions should be put in the price bid.

No slab rates should be quoted. The percentage increase or decrease quoted in price bid will be uniformly applied to each BHEL slab rate to arrive at final slab rate.

No modifications to the work contained in the items/individual rates will be allowed.

No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in excel sheet while submitting E-offer.

Except EMD and the documents mentioned in the tender to be given in Hard copy, no other hard copies of Documents will be accepted in any case.

Bidders are invited for Pre-Bid Meeting for any clarification on the tender documents which will be held at Regional Operations Division, Material Services, TEK Towers, 4th Floor, 11, Old Mahabalipuram Road, Okkiyam Thoraipakkam, Chennai 600097 on 03.01.2022 at 11. 00 Hrs

Schedule – I **SCOPE OF WORK**

1.0 Introduction:

Bharat Heavy Electricals Limited, a MAHARATNA Government of India Public Sector Company, is Importing / Exporting Engineering Cargo, Chemicals and Electronic Items of various descriptions. This tender is for appointment of Customs House Brokers (CHA) & Material Handling Contractors for Seaport, Airports, CFS and Post office located at Chennai. CHA will be appointed subject to the terms of this tender and other performance requirements for a period of one year which may be extended by another 3 months at BHEL's discretion.

Description of Work provided in the forthcoming paragraphs is for the purposes of Clarity. However, any contractor if appointed as CHA for BHEL, will perform all such activities necessary for clearing and forwarding of BHEL cargo and cargo of Customers of BHEL (sold as High seas sale by BHEL to Customers) as directed by BHEL.

GENERAL NATURE OF TYPE OF CARGO's TO BE HANDLED

Steel materials like beams, channels, flats, rounds, plates, sheets, pipes, tubes, hollows, blooms, billets and such other items where the weight will generally be more than the volume, in bundles or loose condition.

Other imported materials consists of sub-delivery items, castings, forgings, boiler components, components of wind operated electric generators & components etc. in cases crates, pallets, skids, drums, barrels, etc.

2.0 Quantity of Work

2.1 Quantity of Work for Clearance per year :

Sl. No.	Description	WT OF THE CARGO in MT's/CBM
A	SEA IMPORT	
1	Clearing and forwarding of Sea Import Cargo	29257 MT
B	SEA EXPORT	
1	Clearing and forwarding of Sea Export Cargo	100 FRT
C	AIR IMPORT	
1	Clearing and forwarding of Air Import cargo	179 MT
D	AIR EXPORT	
1	Clearing and forwarding of Air Export cargo	40 FRT

Quantity of work described above is TENTATIVE. Quantity estimate is based on the average actual import and export in three previous years. Contractual guarantee on the quantity of work cannot be provided/assured.

Other detailed work associated with the clearance and forwarding work like registration of DEEC Licenses, EPCG Licenses, Duty Credit Scrips under FMS, PI Concessions, Obtaining TRA/CRA, Obtaining License Debit Sheets are part of this tender and are covered in Details of Work. Quantity estimates for these associated works is tentative.

Terms of payment for the work carried out by the CHA and Invoicing periodicity are described in detail in Schedule - II of this tender document.

Evaluation methodology for arriving at the lowest cost is detailed at Commercial Bid Schedule - III Instruction to Bidders. Tenderers are requested to go through the tender document in detail before submitting the offer.

Estimated distribution of work of all types of clearance is as provided in the price format. This estimate is tentative based on the import/export pattern during the previous years. The quantity indicated against each item of schedule is only for guide lines and the quantity may increase / decrease depending on the contingency of work.

3.0 Role and Performance Requirements of CHA and Handling Contractor:

The CHA shall act as Custom House agent on behalf of BHEL Units or as directed by BHEL for specified consignments for Clearing, forwarding and transporting packages of raw materials like plates, sheets, pipes, forgings, castings, capital goods, machinery, components of Gas Turbine / Boiler etc, machine tools, defense cargo, chemicals, gases, refractory materials etc received from any foreign country at the Chennai Sea port / CFS/ICDAIRPORTS, on receipt of instructions from Company's office at Chennai including (High Sea Sale material to other Agency/customer). The imports are covered by Project Import / DEEC/ EPCG/ Customs Duty Exemption/ Adhoc exemptions and other notifications in addition to normal merit clearance. The CHA shall necessarily do the following:

- i. Clearing, forwarding and transporting of export consignments for loading into vessels by Sea at Chennai port and by post on receipt of instructions from Company's office at Chennai. CHA will arrange to clear/ collect such consignments from Railways/Airways, Road transporters and suppliers go-down and arrange shipment according to the instructions issued by Company's office at Chennai.
- ii. The CHA shall keep valid Licenses Granted to him by the Customs and Port Authorities for performing the services of CUSTOMS HOUSE CHA till the completion of Contract if awarded.
- iii. The CHA will be required to perform all duties as prescribed under Customs Act 1962 and Customs House CHAs Regulations 1984 and as amended from time to time.
- iv. The CHA shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Port Trust, Customs, JDGFT / DGFT and other concerned authorities for clearance and carriage of goods by Sea/Rail/ Road.

With available documents, CHA will coordinate with Liner/Agents to ensure timely filing of IGM. The CHA shall arrange for the prior assessment of Bill of Entry no sooner the Manifest (Prior Entry) is filed by Carrier's CHAs in the Customs ie at least 48 hours in advance before the arrival of the vessel. The CHA 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.

CHA should send BE checklist for approval to BHEL and arrange to file BE to avoid penalty to customers due to late filing. Any delay in filing BE will be attributable to CHA and penalty levied will be debited to CHA due to negligence in filing of BE.

The CHA 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, 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. Any delay in filing BE due to late collection of freight Bill will be attributable to CHA and consequent Penalty due to late filing of BE will be to account of CHA
- 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. Any delay in intimating duty amount to BHEL will be attributable to CHA and consequent interest paid due to late Intimation will be to account of CHA
- CHA to be held responsible for verification of supplier name in the BOE and if in case there is change in supplier name then the additional charges for correction of BOE will be on CHA account
- CHA to be held responsible for verification of UNIT address in the BOE and if in case there is change in address and the additional charges for correction of BOE will be on CHA account
- CHA should be held responsible for getting the revised BOE in time after changes mentioned in point 1 & 2 from Customs house in time. Any loss in GST credit due to delay in submission of rectified BOE will be on CHA account

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/Chennai 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 CHA 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 CHA 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

The CHA shall ensure correct and timely payment on behalf of the Company (including charges paid through BHEL) to other agencies.

It will be responsibility of the CHA to check the charges levied towards wharfage/ demurrages / detention are as per the published rates. The bills of the agencies is to be in the name of BHEL's respective unit as per B/L or should indicate BHEL as importer.

6.0 Submission of Original Bills of Entries

The CHA would submit the Original Bills of Entries or Triplicate and Quadruplicate copies of B/Es as applicable, immediately under separate covering letters in the formats to be specified by the company but not later than one week from the date of clearance. The CHA should submit the 3rd original RA after custom clearance along with the relevant original Bill of Entry where the Bill of entry is cleared after taking RA and customs Invoice, in case of PI. If CHA fails to submit the original bills of entries within specified time i.e. within one week from the date of dispatch from CPT/CFS/Airport etc, in such cases Agency Bills of such cases will not be accepted. The CHA shall also send soft copy of Bill of Entry and upload the same in CIT/ BHEL System for each docket without fail. In case the Original Bill of Entry are not submitted for any reason, then the contractor should intimate to BHEL and arrange for duplicate/certificate of Bill of Entry within 15 days of intimation at no extra cost.

7.0 Coordination with Carrier's CHA

The CHA shall maintain liaison with the Steamer CHAs and ensure collection of freight bills/correct IGM/Item data/B/Ls well in advance of the berthing of the vessel. CHA will also collect the freight bills pertaining to any plant office of BHEL.

The CHA shall be responsible to obtain delivery order(s), after making payment to Govt./Steamer Company towards mandatory / statutory payments etc., from the Steamer CHAs. For these purposes, Guarantee/Bond/Undertaking, if required, will be arranged by CHA and signature of company's representative obtained before the berthing of the vessel. The freight cheque will be collected by the CHAs, 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 CHA shall rigorously follow-up with the Steamer CHA, Console CHA or Airlines for prompt corrective action. In event of requirement of modification in the manifest, CHA shall carry out expeditiously the amendment in customs and ensure no penalty is paid to Customs due to late filing of BE.

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 CHA will immediately take up the matter in writing with Steamer agent for prompt corrective action.

In case demurrages or container detention charges are incurred due to the lapses of the steamer agent, the Clearing CHA 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. CHA are also required do the coordination and documentation for the movement of the FCL containers to the nominated CFS as directed by BHEL.

8.0 Clearance under Section 59/Section 69

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

The CHA 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 CHA 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 CHA shall arrange expeditiously clearance of goods from Chennai Seaport/CFS/CWC/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 BHEL identified Go-down/CWC/Transporter's go-down etc. CHA to handover photocopy of B/E to Transporter's representative/Driver for direct dispatches and from go-down dispatches also. As instructed by the Company's office in Chennai if need arise, CHA will also arrange for partial shifting of cargo/consignment to go-down/partial dispatches to Company's units/sites immediately.
- For Sea consignments, the CHA shall take advance action for tracing and locating the consignment. In case of untraceable or jammed consignment/package, the CHA 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 CHA would however continue to follow up for prompt corrective action.
- In case of LCL or FCL containers, the CHA 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 CHA shall make Log Entry as per the prevailing rules and 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 CHA 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 CHA shall arrange with CPT 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 CHA will take prompt action for obtaining the Special LFD.
- For air consignments also the CHA shall make all efforts to trace the packages expeditiously. If the packages are not traceable, the CHA will make log Entry as per the prevailing rules and Procedures.
- CHA shall handover photo copies of Bill of Entry to the transporter for the dockets dispatched from port and go-down and all other relevant documents as per statutory provisions.

11.0 **Shifting of consignments to go-down**

CHA shall arrange to shift cargo/consignment weighing upto 9 MT (W/M) per docket/consignment including normal cargo & ODC cargo (Definition of Over Dimension Cargo is available at Clause 4 of Schedule - III of Page-49 in this document) to BHEL nominated go-down immediately after customs clearance as per instruction from BHEL. If CHA 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 go-down identified by BHEL. **For ODC Cargo and other consignments more than 9 MT the CHA shall arrange to shift the cargo to BHEL identified go-down on confirmation from BHEL.**

12.0 **Short-landed or Damaged Goods**

1. The CHA 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 CHA 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 CHA shall not be held responsible for the above for reasons beyond his control which should be informed in writing.
2. It shall be the responsibility of clearing CHAs 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/ 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 CHA(s).

3. It shall be the responsibility of the CHAs 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 CHA 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.
4. In case these certificates are not obtained by the CHA within the prescribed statutory period, they should inform BHEL/underwriters in writing for obtaining extension of the time-limit from the respective steamer CHA/other concerned authorities under advise to the Claims section of respective Unit and of the Company's Chennai office. After the formal application for extension of time limit has been made by the CHAs to the carriers, they shall pursue the matter and obtain the short landing or non-delivery certificate and submit the same to company's Chennai office.
5. In case of goods specified by the Company and in case of apparent damages, the CHA 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/ Go-down etc at Chennai and obtain the survey report.
6. If any loss or damage is apparent, the CHA 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 BHEL identified go-down and at that time if loss/ damage to Goods/Consignments is noticed, the CHA shall be held responsible for the same. In addition the surveyor's fees of company's appointed insurance surveyor shall also be borne by the CHA.
7. CHA has to send monthly report regarding Short landed packages during the month and also Nil report in case no such receipts.
 - i. While taking delivery of Customs cleared BHEL Cargo from Ports Authority/CWC/CFS or other authorized statutory custodians of Cargo, CHA shall physically verify for Quantity with respect to the Shipping Documents. CHA also shall verify physical condition of the Cargo for damages.
 - ii. 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.

- iii. 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.
- iv. In case damages are observed, CHA shall immediately inform BHEL. CHA also shall arrange and conduct SURVEY of the damaged goods along with authorities from Port Trust, authorized custodians and Surveyors approved by BHEL. CHA also shall expedite SURVEY reports and forward the same to BHEL within a period of 10 days from the date of SURVEY.
- v. In case shortage in Quantity is observed by the CHA, claims shall be lodged with the appropriate authorities and SHORT LANDING CERTIFICATE and appropriate certificates shall be obtained by CHA without waiting for instructions from BHEL
- vi. 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.
- vii. The Contractor will ensure that damaged cases are repacked properly under intimation to BHEL before dispatch after completing the survey by the relevant authorities.

13.0 Loading and Dispatch

- The CHA shall also undertake all work for transporting goods in Chennai 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 CHA 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 CHA will ensure that damaged cases are repacked properly before dispatch as per the instructions of the Company.
- The CHA shall indemnify BHEL for any claims/ loss to men and material 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 CHA shall store the import cargo at BHEL identified go-down or any other place as may be indicated by the Company from time to time. The storage conditions including any specific requirements during its storage shall be intimated by the company and CHA shall ensure its compliance.
- The CHA 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 go-down, the same shall be intimated to BHEL and repacked as per the companies instruction, for which no charges will be payable.

- The CHA 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 CHA.

CHA will be required to arrange for covered / open storage of cargo for consolidation purposes as per the requirement of BHEL from time to time. Loading and unloading of cargo at the Go down/ plot and subsequent movement to manufacturing Units / sites in the case of import cargo and for loading in to vessel in the case of export cargo will be arranged by the CHA.

15.0 OTHERS

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

16.0 Port Trust PD Accounts

- The CHA will submit monthly statements of all the deposited cheques and amounts debited 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 CPT PD accounts, all the relevant CPT Chappas in original will also be attached with the statements. CHAs 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 CHA shall obtain duly authenticated monthly extracts of CPT PD accounts, with full details and submit the same to this office
- The CHA 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 CHA 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 CHA's Bills.
- 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 CHA.
- The CHA shall have to give advance intimation to the company's Chennai office as and when additional funds are required to be deposited in these accounts for payments of duty and CPT charges with complete working details. It shall be responsibility of the CHA 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 Chennai 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 recovered as per provision of Income Tax Act.

GST shall be paid ONLY on reflection in GSTR2A of BHEL GSTIN: **33AAACB4146P2ZL**.

CONTRACTOR TO COMPLY WITH GST LAW AND IT'S 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 CHAs 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.
- Go-down register in respect of the Stores received and removed from the go-down.
- 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.
- Monthly report of Bond bills age wise to be submitted to BHEL by CHA
- 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 CPT.
- A register/ computerized record of the bills of the Entry filed under Section 59/69 along with bond details and the date of validity of the bond.

The above list is indicative and any other record required due to change in procedures/regulations from time to time have to be maintained.

19.0 Clearing and Forwarding of Sea Import Cargo:

- i. The CHA shall collect import documents immediately on arrival of cargo from the appointed Steamer CHAs, suppliers CHAs and other agencies as instructed by BHEL from time to time.
- ii. On collection of shipping documents, tenderer shall in consultation with BHEL file appropriate bill of entry (MERIT, DEEC, EPCG PI, WARE HOUSE, EX-BOND, RE

IMPORT, RE EXPORT and UNDER other CN including transfer of goods on High Sea Sales basis). In special cases if required, CHA shall obtain permission for filing manual 'BILLS OF ENTRY' and file the same with appropriate authorities. The CHA shall send the BE checklist for approval to BHEL. On approval of checklist, CHA shall file the BILLS OF ENTRY expeditiously, with the supplier's invoice copy and other documents available in the shipping documents without waiting for any other documents. CHA shall promptly send BBE checklist and get approval from BHEL and File BE in time to avoid Penalty payment to Customs for late filing of BE.

- iii. The CHA shall verify the completeness of all the documents and shortcomings, if any, shall be brought to the notice of BHEL for necessary action.
- iv. CHA shall depute their representative to BHEL offices twice on every working day for collection of documents required for assessment. (Purchase Order copies, Licenses, TRAs, CRAs and other required documentation)
- v. After filing of the Bill of Entry, CHA shall proceed expeditiously for assessment at various sections at customs and obtain customs duty challan in cases for which customs duty has to be paid.
- vi. CHA shall arrange to collect the Ocean Freight Bills & Container Detention working sheet from the steamer CHA. CHA will also collect the relevant documents from BHEL such as OBL, Freight Cheques, Container bond (to be arranged by CHA), other documents for submission to Forwarders/Carriers/Steamer CHAs and deposit the same with the respective agencies to obtain Delivery Orders. In case, cargo is shipped through multiple CHAs, release order to be obtained from each of the steamer CHA& obtain final delivery order.
- vii. CHA shall arrange for registration of TRA/CRA and/or the connected concessions for processing BILLS OF ENTRY.
- viii. CHA shall forward the assessed Bill of Entries to BHEL. BHEL will make duty payment and forward the challan to CHA for Inspection and obtaining PASSED OUT OF CHARGE order from Customs.
- ix. In case of non-availability of appropriate Customs Officers, CHA shall arrange for assessment and Final Clearance through alternate Customs Officers.
- x. It is expected that CHA shall arrange assessment and clarify document discrepancies on his own in most of the cases where the discrepancies are of minor nature.
- xi. After obtaining Passed out of Charge Order CHA shall arrange for completion of other formalities including payment of Port Authority Levies (Wharfages, Demurrages, Ware house Charges and other similar Charges) from BHEL account or any other bank or his own account.
- xii. CHA shall arrange for tracing of the cargo at Port Trust and at various CFSs and arrange for Loading of the cargo into suitable Vehicles, Trailers, and Trucks.
- xiii. CHA shall employ labor both for loading of cleared consignment and delivering the same at the premises of BHEL approved transport carriers or delivered at other places including customer promises located outskirt of CHENNAI city as per instructions

from BHEL or book them to other points of destination within India by Air/Rail/Road as per instructions of BHEL

- xiv. As it may not be possible to arrange for dispatches to BHEL Units, Plots or other destinations on a daily basis, on the instructions of BHEL, CHA shall arrange to transport the cleared cargo to BHEL identified go-down /temporary closed storage within Chennai and consolidate the cargo.
- xv. In normal cases, BHEL will pay all the duties, freight / container detention, container repair charges and other clearance charges associated in clearing and forwarding BHEL Cargo. In case of urgent requirement, CHA shall arrange to pay such charges/duties/levies associated with clearance of BHEL Cargo. Such charges shall not exceed Rs.200,000/- (Rupees Two lakhs only) in any single case. Charges so paid by the CHA shall be reimbursed within 2 days of submitting the invoices and necessary documentary evidence.
- xvi. On completion of work for container consignments. CHA shall get Final bill from the liners and obtain refund of Container deposit and excess detention paid, if any immediately after handing over empty containers to Liners. CHA bills pertaining to that consignment will be processed only on receipt of final bill i.e. after obtaining refund of Container deposit and excess container detention charges, if any.

20.0 Time Period of Clearance of Import Cargo

Time Period of Clearance of Import Cargo

- i. Clearance of consignments at the earliest is the essence of contract and CHA 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 case within the Last Free Date (LFD) fixed by Chennai 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 Following Schedule of clearance has to be followed by the CHA after handing over last input/documents by the Company to them :

Sl. No	Activities	AT SEA PORTS i.e. CPT(CPT's CFS), CFS/ICD (*)- Net working days	AT AIRPORT (*)-Net working days
A	BE Filing	1	1
B	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

C	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
D	Bonding under Section 59/69 (including Docks/ Warehouse Clearance) including noting, assessment bond procedure, obtaining bond space etc.	5	4
E	In the event of Late noting under Sec.48 (additional time over A/B/C)	1	1
F	In event of High Seas Sale procedure (additional time over A/B)	1	1
G	Additional time in case of OBL/BRO received (after B/E completion, duty paid/ADF/IDF done) obtaining final D.O. from Single Agency only, customs examination & out of charge.	1	1
H	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	-
I	In case shipping lines/forwarder not collecting stamp duty from Importer/ CHAs, Stamp duty will be paid at CPT or any other agency nominated by State Govt	1	NA
J	Submission of additional Purchase Order/items for registration under PI.	1	1
K	Retrieval of old IGM details from customs EDI system (very old cases)	1	-
L	Initial Registration of Project Import	10	NA
M	Computer Registration of DEEC License/Adv license/EPCG/SFIS/ Market Focus Scheme License, license amendments etc	4	2
N	Obtaining CRA and verification of CRA at the Customs, wherein the Project is registered.	2	2
O	Return of Empty Containers with acknowledgement.	24 Hrs	

(*) - *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.

Note:

BE has to be filed one day before the time of Vessel berthing subject to all documents given by BHEL. Any delay, penalty will be debited to CHA.

The Maximum number of Empty containers to be returned in a day will be 25. If for any reasons CHA is unable to return empty containers, Penal action as necessary will be initiated by BHEL. Additional Detention due to non-return within time will be to the account of CHA.

BHEL reserves the right to move the Empty containers fully or partly through CHA or CFS depending on case to case basis.

EMPTY containers has to be returned within 24 Hrs. Any detention will be to CHA account.

EMPTY Container feedback original has to be submitted to BHEL within 7 days from the date of Handing over. Penal action as necessary will be initiated by BHEL for delay more than 7 days.

If EMPTY Container feedback original not submitted in time, Total Detention paid against the respective consignment shall be recovered from the subsequent bills. On receipt of Container Detention Refund from the Liner/Agent, recovered amount will be refunded and no interest will be applicable.

The CHA shall arrange for the prior assessment of Bill of Entry no sooner the Manifest (Prior Entry) is filed by Carrier's CHAs in the Customs i.e at least 48 hours in advance before the arrival of the vessel. The CHA 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 CHA 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, 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 through email 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.
- 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/Chennai and the max. Period for clearance will be reckoned from the day the licence has become available for a consignment.
 - i. The CHA will be required to effect clearance and dispatch of all consignments in the shortest possible time after their arrival and in any case before the Last Free Date (LFD) fixed by Port Authorities or Free Time allowed by other agencies.
 - ii. CHA shall customs clear the cargo with the following periods after the last input required for assessment of BILLS OF ENTRY is made available. If Customs Clearance is delayed beyond the prescribed period, pro rata Demurriages and other punitive charges on account of physical clearances after free period allowed will be recovered from the Bills of CHA for the actual delay caused by the CHA
 - iii. For ODC cargo (Definition of over Dimension Cargo is available in this document) CHA shall arrange for clearance on Direct Delivery Basis at hook-point on the same day of landing.
 - iv. 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 other similar reasons) demurriages and detention will be borne by BHEL on appropriate certification by BHEL Representative.

21.0 Correct Customs Duty Payment:

- i. It is the responsibility of the CHA to ensure that Correct Customs Duty is being paid. Incase due to reasons attributable to CHA, excess duty is paid, duty paid over the actual duty payable shall be recovered from the Bills of CHA. This recovery will be refunded incase CHA is able to arrange for refund of such duty which is paid in excess.

22.0 Registration of Licenses/PI Concessions/other Concessions/TRAs and CRAs:

- i. The CHA will be required to apply for and obtain TRAs and CRAs for DEEC/ADVANCE/EPCG Licenses, Duty Credit Scrip, PI Concessions and Other Duty free Licenses/Exemptions from Time to time.
- ii. For obtaining TRA/CRA, CHA will arrange to collect the necessary documents including TRA/CRA application, copies of Shipping documents and Original Licenses.
- iii. CHA will file and process the TRA/CRA through Customs Sea and/or Air as the case may be and obtain the TRA/CRA
- iv. On obtaining the TRA/CRA, CHA shall proceed expeditiously for registration of the same in Customs Air and/or Sea as the case may be. In any case TRA/CRA shall be registered within one day after obtaining the same. CHA shall also register TRAs/CRAs pertaining to BHEL, received from SEA Ports other than Chennai.
- v. CHA shall arrange to receive/collect the necessary original Licenses and corresponding BONDS from BHEL as and when required and register the same with SEA/AIR Customs

as required by BHEL. Registration of Licenses shall mean completing the EDI systems entry in full including initial amendments if any.

- vi. CHA shall also arrange to register amendments in Licenses/PI Concessions bonds thereof, extension of bonds as the case may be from time to time as required by BHEL.
- vii. Time taken for registration of such licenses/PI Concessions (Bonds) shall not be more than 4 Working days in any case excepting in case of Systems Failure or other reasons not directly attributable to CHA duly certified by BHEL officials.
- viii. As and when required by BHEL, CHA shall arrange to collect debit sheets of registered licenses and PI bonds from Customs Department. This arrangement shall include Licenses/PI bonds registered by BHEL or any other agency. CHA also should maintain details of Debit of Qty and Value of each item in a license and send fortnightly reports.
- ix. Licenses issued on no norms basis regularized subsequently by Norms committee :-

Live license: -Wherever quantity utilized is in excess against a particular SI No of the live license CHA shall arrange to recall the bill of entry obtain re-credit, Re-assess and arrange for duty payment on excess quantity utilized.

Expired license:-Excess quantity utilized in expired licenses, CHA shall process for duty payment and obtain endorsement in the License for submission to JDGFT for redemption.

- x. In case of “Alert” given by Customs officials. BHEL will provide requisition letter for lifting alert along with supporting documents. CHA shall follow with Custom officials at various stages and obtain order from customs for removal of “Alert”.

23.0 Bond Closure Activity:

- i. CHA shall arrange to collect the original licenses/PI concessions and other required Documents including Bills of entry as directed by BHEL from time to time.
- ii. Submission of EODC redemption letter to Customs for closure of DEEC Bonds. CHA shall co-ordinate with JDGFT / Customs officials for early obtain of EODC redemption letter and cancellation of DEEC Bonds.
- iii. Submit the documents at the appropriate section of SEA/AIR Customs and arrange for closure and surrender of the bonds corresponding to the Licenses/PI Concession / any other concession.
- iv. BHEL shall provide documentary assistance, clarifications and also shall arrange for personal appearances for clarifications as and when required. CHA shall arrange for expeditious reconciliation of the Licenses/PI bonds and arrange for surrender/cancellation of the PI Bonds.

24.0 Procedures for cancellation of PI Bond with Customs:

- a) BHEL will arrange the PI Bond closure application from concerned manufacturing unit and hand over the same to the CHA.

- b) The CHA must verify all the PI documents and submit with customs with in five Working days.
- c) CHA has to visit frequently to customs and pursue with them to reconcile the PI Bond applications with customs authorities as early as possible.
- d) If any query issued/ raised by customs authorities to be informed to BHEL immediately.
- e) BHEL will arrange to reply to the query expeditiously.
- f) After the cancellation of the Bond by the CHA will collect the Bond paper from customs and hand over the same to us (BHEL) within 3 working days.

24.1 Procedures for obtaining EODC from JDGFT against DEEC & EPCG:

After submitting the EODC with Customs, the CHA has to follow up with customs and collect the original cancelled Bond from Customs and hand over to BHEL office.

25.0 PHYSICAL CLEARANCE OF SEA IMPORTS

25.1 The contractor shall immediately on payment of duty / obtaining Free no. Complete customs inspection/examination, obtain OOC and arrange for clearance of imported goods. For all import consignments (break bulk, LCL and FCL etc) in the case of original /duplicate bills of entry (for Home consumption / into bond) requiring customs examination/inspection, the contractor shall arrange to obtain the services of customs officials for conducting examination/inspection at harbor/rented plot and other customs notified areas. CHA shall meet such incidental expenses as may be necessary for getting this examination/inspection conducted expeditiously and obtain OOC. BHEL will render all technical assistance which may be required for examination/ inspection. Thereafter, process of clearance applicable to import mentioned in the succeeding paragraphs will apply.

25.2 In the case of break bulk consignments and barge cargo, import applications will be duly processed with CPT and adjust harbor dues in BHEL account maintained with CHPT.CHA shall intimate BHEL in advance about requirement of funds, compare the Import Application with the concerned area office of CHPT for effecting delivery of the cargo. The contractor shall obtain necessary check weigh measurement endorsement from the concerned shed superintendent of CHPT for processing of import application. Also, he shall obtain balance quantity endorsement in the IA and adjust for further transit due adjustments in BHEL account. The contractor shall process heavy lift voucher and make payment for heavy lift charges by adjusting in BHEL account. The contractor shall be required to do all the work involved connected with the clearance of the consignment from the wharf up to the stage of unloading at the rented plots / plots nominated by BHEL bonded warehouse both private and public and later dispatching to the units in vehicles/wagons and up to the stage of loading them in vehicles/wagons at wharf. Demurrage incurred, if any, due to delay in clearance will be to Contractor's account. The day to day debit vouchers like IA, TD, heavy lift, wagon loading vouchers or any other vouchers by port trust in connection with our import / export shall be collected by contractor and hand over to accounts department, BHEL office periodically. Our plot lease rent, water and electricity vouchers are also to be collected by the contractor and hand

over to accounts department. Delivery order to be collected by CHA, on payment of DO charges. CSIT Data entry by CHA.

25.3 In the case of LCL container cargo, BHEL will hand over the relevant documents and it will be the responsibility of the contractor to clear the consignment at CCTL or customs notified areas, inter carting and unloading at BHEL Plot / contractor' plot or directly dispatch to units. Demurrage/storage charges incurred, if any, due to delay in clearance will be to Contractor's account. Hitherto the LCL cargo and other small quantity of FCL cargo cleared at various CFS were inter carted to BHEL plot for consolidation. But presently Customs not permitting to bring these cargo to BHEL plot. Hence contractor should have adequate open space and go-down to inter cart for temporary storage of cargo.

25.4 In the case of Full Container Cargo or OMC, BHEL will hand over the relevant documents and the Contractor shall arrange for delivery order, direct loading, de-stuffing as the case may be, by himself. The contractor shall collect the cheque towards container detention charges from our EVR Office/ other BHEL Offices, submit it to the steamer CHA and get extension of validity time for container clearance from CCTL/CIPTL/other customs notified areas. Further if de-stuffing is to be done by the contractor, he shall obtain the acknowledgement for return of empty container from steamer CHAs and hand over to BHEL. Contractor shall arrange to pay the container repair / damage charges to Liner and hand over the empty container to Liner plot. Payment of container repair charges is also applicable for containers sent to factory for de-stuffing to ensure that the container/ trailer should not be detained. This repair charges will be reimbursed by BHEL within two days time after submission of original receipt to BHEL. Demurrage / detention incurred, if any, due to delay in clearance will be to Contractor's account. **Container movement to CFS – ALERT by CHA for delayed movement to CFS to be given to BHEL** Delivery order to be collected by CHA, on payment of DO charges. CSIT data Entry to be made by CHA.

25.5 In case of heavy lift cargo, contractor shall obtain the necessary endorsement in the Import application regarding landing /stacking/delivery of such cargo and adjust port dues with CHPT.

25.6 In the case of cargo requiring survey and repacking either at plot or at wharf or other customs notified area, the contractor will arrange for opening of cases counting weighing and repacking the same immediately after the survey is conducted. Contractor shall send request letter to Insurance Company for deputing surveyor. Also send letter to steamer CHA for arranging joint survey and obtain survey report within a week time from the date of survey and hand over to BHEL. Any shortage of cargo is to be communicated to Customs.

25.7 In the case of cargo requiring bonding, the contractor will arrange for space certificate in the Custom Notified area suggested by BHEL arrange, inspection by the Customs and for bonding in the area specified for the purpose. Any incidental expense in connection with the bonding will have to be met by the contractor. When required by the company the contractor to ensure that de-bonded materials are loaded in vehicles/wagons for transportation to units after obtaining necessary permission from the bond officer. Necessary documents for movement under transit bond will be processed by the contractor.

25.8 The contractor shall place sufficient number of trucks/trailers at the notified time and place to clear the cargo from the wharf within the “FREE TIME” as per the intimation given by the company. The trucks/trailers shall be equipped with necessary side supports of sufficient height to permit full capacity utilization by volume/weight, dunnage materials like wooden sleepers, tarpaulins to protect the cargo etc. This is also applicable for inter carting in the case of exports. He should also provide necessary handling facilities for loading the cargo directly from the wharf into lorries/trailers/wagons. Any demurrage/damage losses , charges, expenses or costs that may be suffered or incurred by the company due to contractor’s failure to comply with the above and the amount due thereof will be recovered from the contractor without prejudice to other rights and remedies. The decision of the Docks In-charge in respect of such demurrage, losses, charges, costs or expenses shall be final and binding on the contractor.

25.9 All the operations involved in the clearance of imported materials has to be completed by the contractor within the “FREE TIME “. Free time for the purpose will be calculated from last day of discharge of vessel and will continue till last free day (LFD) declared for the vessels by the Port Trust for break bulk cargo. All incidental expenditure involved in providing facilities and taking delivery of the materials on the wharf will be met by the contractor.

25.10 In case of bonded consignments, the contractor should hand over the duplicate copy of the Bills of Entry within 72 hours after the completion of the clearance to the customs authority.

25.11 In all import cases of home consumption, the contractor shall hand over duplicate and triplicate bills of entry to BHEL within 24 hours of clearance of consignment.

25.12 The contractor shall intend suitable plants from CHPT for each and every shift till completion of vessel as per the advice of BHEL representatives.

- i. CHA shall deploy adequate labor and supervisor along with tools & plants for handling of cargo. CHA to put crane for clearance of cargo at wharf on the advice of BHEL at short notice.
- ii. Normally port will stack the cargo at wharf. In case port is not in a position to provide space for stacking, CHA shall arrange vehicles and gear and receive the cargo directly in to vehicles and inter-cart the cargo where the port has allotted space. This work will be continuous process for 24 hours till completion of all our imports in that vessel. Contractor shall ensure continuous placement of trailers for receiving the cargo from vessel hook in to trailers without idling of vessel hook. Vessel detention / steamer CHA arranged for interacting of the cargo due to delay in placement of trailers will be on contractor’s account.
- iii. The contractor shall ensure availability of qualified supervisors at all work spots from starting to closing of each shift. Minimum of 5 supervisors are to be deployed for wharf clearance and CFSs clearance. The supervisor shall account and tally the material consignment vehicle wise in the prescribed format. He should ensure good condition of the vehicle with proper and adequate side supports before loading the material into the vehicles. He should also take care while loading of the material, outsiders (driver, cleaners, carrier representative, etc.) should not stand near to loading point.
- iv. RAIL MOVEMENT: For dispatch of materials (Imports and other) by rail, necessary indent will be placed by the company with Railway CPT under intimation to contractor.

Contractor shall arrange adequate number of cranes (minimum of 4 cranes of capacity of each 20T or more than 20T) and 10 trailers for loading in to wagon. Contractor shall follow up and arrange placement of wagons on the appropriate siding place and obtain “TXR”s fit certificate for loading to complete the loading of the wagons with proper lashing within the free time allowed by the CPT/Railways, tender the forwarding note to the Port Trust authorities and obtain relative Railway Receipt and other related voucher, Gate passes from the Port Trust. It is the responsibility of the contractor to complete loading within the permissible free time. Wagon demurrage incurred due to non-performance of any of the above will have to be borne by the contractor and the said charges will be recovered from the contractor’s bill. All materials used for wagon lashing shall be new and the rates payable shall be as per schedule enclosed.

- v. Where during the process of unloading of the cargo, the cargo is landed in a damaged condition, contractor shall organize survey with customs officials, recovery CHAs and steamer CHA. Successful tenderer should arrange surveyor who is authorized by our insurance company for surveying the damaged cargo/ loaded container and empty container. Contractor will generate paper work for survey to co-ordinate with Customs Officials, Steamer CHAs and Insurance Recovery CHAs and obtain the survey report. Surveyor fee will be paid to the contractor at actuals.
- vi. The handling contractor, when so required by the company should make arrangements for loading and transporting of cargo even outside normal hours of work of Port Trust. Contractor shall arrange to book over time for Customs officials beyond office hours / on holidays for inspection of import / export cargo as per the instruction of BHEL officials. All sundry expenses including arranging vehicle for pick up and drop of Customs officials in this connection will be met by the contractor. However the OT charges paid to customs on voucher will be reimbursed to the contractor.
- vii. Whenever it is necessary small components will have to be packed in a suitable box by the contractor. Necessary shooks alone for making the above may be provided by BHEL. ALL other materials like, nails, band etc., will be provided by the contractor himself. If BHEL is not in a position to supply shooks contractor shall arrange shooks and other materials required for packing immediately without loss of time. The cost of materials will be paid as per the rate schedule.
- viii. Whenever repairing / repacking of damaged wooden boxes is to be done contractor shall arrange required shooks and packing materials like nail steel bands, clamps, etc..
- ix. 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 demurrages 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. CHA should also be required to do the coordination and documentation for the movement of the FCL containers to the nominated CFS as directed by BHEL.

26 Loading and Transportation of Cargo:

- i. On instructions from BHEL, CHA will be required to transport the Customs Cleared consignments after taking delivery.
- ii. CHA shall arrange for loading into vehicles arranged by BHEL for direct dispatch to Units. CHA to ensure no damages occur during loading and unloading.
- iii. On instructions from BHEL, CHA shall arrange for transporting of cargo from Port Trust/CWC/CFS to other storage areas plot/go down of CHA for cargo consolidation or BHEL Plot inside Chennai harbor.
- iv. On instructions from BHEL CHA shall arrange for loading and transporting of cargo from BHEL identified go-down to BHEL Plot inside Chennai harbor by own vehicle.
- v. On instructions from BHEL, CHA shall arrange for loading of cargo from CHA go-down to other destinations as instructed by BHEL and provide the necessary Gate passes and documentation. Vehicles for transportation shall be provided by BHEL.
- vi. Contractor shall prepare the tally sheets in the prescribed format for all operations like unloading / loading and hand over one copy of tally sheet to BHEL dock office. Accounting of materials with reference to BL, Invoice and packing list and reconciliation of quantity BLwise to be done by the contractor.
- vii. Whenever materials are dispatched directly from wharf / CFS to manufacturing units / sites / customer, contractor shall prepare Transport Note as per the prescribed format (in quadruplicate) and get acknowledgement from carrier's representative. Carrier's copy and Unit's copy are to be handed over to carrier's representative. Original and fourth copy are to be returned to BHEL Dock office on the same day of dispatch. In case dispatch made at CFS during second and third shift, the T.Note copies shall be handed to BHEL on very next day morning. The rate offered is inclusive of stationery cost of tally sheets and T.Note also.

27.0 Reports

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

The CHA would also send the following periodical reports as per the formats to be provided by BHEL along with the contract. CHA either can make one report containing all the aspect given below except Sl 6 & 7 Report

Sr. No.	Report	Frequency
Imports		
1	Daily Status Report of Pending Consignments	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 BHEL identified Go-down	Alternate Day
5	Monthly Report of Port Trust/ Airport Authority PD Account from CHA	Last day of Month
6	Monthly Report of Port Trust/Airport Authority PD Account from Customs Department	1st day of the Month
7	Original DEEC Licence in the custody	Daily by 12.00 hours
8	Exception report of Consignment pending clearance	Weekly
Bill of Entry Report :-		
1	Weekly statement of original B/Es submitted.	On every Monday
	Air Export Bi-Monthly Report	
	Monthly performance of CHA report	For Sea and Air
	Reasons for container detention Charges	
	Reasons for Demurrage charges	

28.0

CHA will be required to submit the following reports

1. Daily Status Report – Sea Import as per Format – I
2. Monthly performance of CHA report – Sea Import Format – II
3. Demurrage charges reason – Sea Import Format – III
4. Container Detention Charges Reason Format –IV
5. Daily Status Report- Air Import as per Format -V.
6. Monthly performance of CHA report – Air Import Format – VI
7. Air Export Bi-Monthly Report – Format –VII
8. Air Import Warehouse/Demurrage charges reason Format-VIII

Besides the above reports for review and monitoring purposes, CHA shall forward the report as per the Format – III&IV along with Cleared Duplicate and Triplicate copies of Bills of Entry for demurrage/detention ratification/deduction purposes. CHA Bills BHEL will be processed subject to production of all the reports by the CHA.

29.0 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.

30.0 **Clearing and Forwarding of Sea Export:**

BHEL Exports Engineering Cargo from all the manufacturing Units and Vendors to various destinations internationally. CHA shall export any type of cargo as directed by BHEL unless banned or restricted by Government policies.

The various modes of Sea exports by BHEL ROD Chennai:

1. Break bulk (General cargo)
2. Heavy Lift Export (single piece weighing more than 50 MT)
3. FCL exports
4. LCL exports

31.0 Break Bulk Export

- i. On instruction from BHEL, CHA shall collect the necessary documents (export invoice, packing list, LUT forms, Licences and other documents) from BHEL office.
- ii. CHA shall prepare and file the Shipping Bills. Type of the shipping Bill including Sec 69 of Customs Act 1962 (ex-bond export) and Sec 74 of Customs Act (Draw Back SB) shall be as directed by BHEL in writing. If required by BHEL, CHA shall arrange permission for filing manual Shipping Bill in special cases.
- iii. CHA shall file and process Export Application with CHPT. Port dues will be debited from BHEL deposit account. In case if sufficient funds is not available in BHEL account CHA shall be ready to deposit up to Rs.200,000/- and adjust the port dues. This amount will be reimbursed to CHA within 2 days time. CHA shall ensure that all debit vouchers will be obtained from CHPT and hand over the same to BHEL immediately.
- iv. The cargo will be generally made available at BHEL Plot inside Chennai Port. CHA shall move the cargo to wharf / vessel hook on opening of the gate. In case of ODC or Heavy Lift Consignments the cargo will be directly sent to wharf / vessel, vessel hook by BHEL thereafter CHA to coordinate with vessel CHA for moving the ODC into the vessel. CHA will coordinate with the vessel agent/surveyor, Shore captain and move and feed cargo as planned by shore captain
- v. After assessment of the Shipping Bills, CHA shall arrange for inspection of the cargo at wharf / BHEL plot and obtain Let Export order and other appropriate orders.
- vi. CHA shall obtain allow for shipment order from Customs and cargo admission endorsement in the EA from port.
- vii. Processed SB copy and EA are to be handed over to shipping control with a forwarding letter under intimation to steamer CHA to enable port to allot berth on arrival of ship.
- viii. CHA shall reconcile the cargo receipt at wharf based on gate card chits, obtain boat note and hand over the same to steamer CHA.
- ix. In some occasion the cargo will be partially stacked at wharf and subsequently moved to vessel hook and some of them will be directly fed to the vessel hook. In that case CHA is required to get endorsement in the EA for the cargo, which are directly fed to vessel hook for getting cranage refund later from CHPT later date after completion of clearance. CHA shall mobilize sufficient trailers /Vehicle to cart the cargo to nominated area.
- x. CHA shall obtain mat receipt and draft BL from the freight forwarder / steamer CHA and forward the same to BHEL Office. On approval draft BL by BHEL, CHA shall release the BL and hand over the same to BHEL.

- xi. If it is deemed required, CHA shall arrange for COUNTRY OF ORIGIN certificate as directed by BHEL.
- xii. CHA shall complete the Customs formalities and forward the duly attested originals/copies of Shipping Bills, Invoices, and LUTs to BHEL promptly.
- xiii. CHA shall return all necessary documents to BHEL within 15 days of completing the exports.
- xiv. In cases where the cargo is required to be re-imported CHA shall arrange for inspection before export and clearly establish the identity of the cargo. Endorsements attesting to the identity of the cargo by customs authorities shall be made available on the shipping bill by the CHA.
- xv. In case of cargo getting shutout for various reasons, CHA shall arrange for moving the cargo to BHEL Plot /CFS/Go-down identified by BHEL as instructed by BHEL after completing Customs and Port Formalities.

32.0 FCL Export:

- i. On instructions from BHEL, CHA shall collect the necessary documents (Export Invoice, Packing Lists, LUTs, Licences and other documents) from BHEL office.
- ii. CHA shall prepare and file the shipping Bills. Type of the shipping Bill including Sec 69 of Customs act 69 (ex-bond export) and Sec 74 of customs act (draw back SB) shall be as directed by BHEL in writing. If required by BHEL, CHA shall arrange permission for filing manual Shipping Bill in special cases.
- iii. The cargo will be generally made available at BHEL Plot inside Chennai Port. On occasion, CHA may be required to collect the cargo from different locations within city and transport to CFS/CWC.
- iv. CHA shall arrange for the transportation of the cargo from BHEL Plot/ CFS/CWC/ other locations to the nominated CFS as advised by the freight forwarder / steamer CHA.
- v. CHA shall co-ordinate with steamer CHA / freight forwarder and obtain plot permission for pickup of empty container from their plot to nominated CFS for stuffing. The size (20 feet / 40 feet) and type of FCL container ie, GP / OT / FT and No. of containers will be decided as directed by BHEL.
- vi. After assessment of the Shipping Bills, CHA shall arrange for inspection of the cargo and obtain Let Export order and other appropriate orders.
- vii. CHA shall arrange for stuffing of the cargo handing over of the cargo to the freight forwarder / steamer CHA as directed by BHEL after completing all customs clearance formalities. CFS charges and other statutory charges paid by CHA for stuffing at CFS shall be reimbursed on production of original CFS bills.
- viii. In case stuffing is done at BHEL plot, CHA shall get permission from Customs for stuffing at BHEL plot, bringing empty container to BHEL plot and arrange equipments like crane / FLT and labor at CHA's cost and transport the stuffed container to port for shipment.
- ix. Whenever stuffing is done at BHEL plot, customs will allow stuffing only after office hours. Hence CHA shall arrange to book OT for this. All incidental expenditure for arranging customs officials for inspection and stuffing including vehicle for pick up and drop are to be

at CHA cost

- x. CHA shall arrange survey for lashing of the goods at the time of stuffing. Surveyor shall be appointed as directed by BHEL. Lashing materials cost is reimbursable on production of original receipt.
- xi. Charges like THC, LoLo, CFS charges etc paid by CHA shall be reimbursed on production of original bill.
- xii. CHA shall arrange to transport the un-utilised empty container from CFS/BHEL plot to liner/steamer CHA yard immediately on stuffing is completely.
- xiii. CHA shall obtain the BL from the freight forwarder / steamer CHA and forward the same to BHEL Office.
- xiv. If it is deemed required, CHA shall arrange for CERTIFICATE OF ORIGIN as directed by BHEL. Charges for Certificate origin is reimbursable on production of original bill.
- xv. CHA shall complete the Customs formalities and forward the duly attest originals/copies of Shipping Bills, Invoices, LUTs to BHEL promptly.
- xvi. CHA shall complete the export within 3 days of handing over of the cargo by BHEL and all necessary documents shall be returned to BHEL within 15 days of completing the exports.
- xvi. In cases where the cargo is required to be re-imported CHA shall arrange for inspection before export and clearly establish the identity of the cargo. Endorsements attesting to the identity of the cargo by customs authorities shall be made available on the shipping bill by the CHA.
- xvii. In case of cargo getting shutout for various reasons, CHA shall arrange for moving the cargo to BHEL Plot /CFS/Go-down identified by BHEL as instructed by BHEL after completing Customs and Port Formalities.

33.0 LCL Exports:

- i. The cargo will be generally made available to the CHA in BHEL Plot inside Chennai Port. On occasions, CHA may be required to collect the cargo from different locations within Chennai City.
- ii. BHEL may also make the cargo available at the CFSs nominated by Freight forwarders.
- iii. On instructions from BHEL, CHA shall collect the necessary documents (Export Invoice, Packing Lists, LUTs and other documents) from BHEL office.
- iv. CHA shall prepare and file the shipping Bills. Type of the shipping Bill shall be as directed by BHEL in writing. If required by BHEL, CHA shall arrange permission for filing manual Shipping Bill in special cases.
- v. CHA shall arrange for transportation of the cargo from BHEL Plot/CFS/CWC / CFS and other locations to the nominated CFS and complete the customs inspection formalities. CFS charges and other statutory charges paid by CHA shall be reimbursed on production of original bill.
- vi. On assessment of the Shipping Bills, CHA shall arrange for inspection of the cargo and obtain Let Export and other appropriate orders.
- vii. CHA shall arrange to stuff the cargo in co-ordination with freight forwarder. After stuffing of the containers, CHA shall ensure proper sealing of the containers.
- ix. In case of cargo getting shutout for various reasons, CHA shall arrange for moving the cargo to BHEL Plot /CFS/Go-down identified by BHEL as instructed by BHEL after

completing Customs and CFS Formalities.

34.0 PHYSICAL CLEARANCE OF SEA EXPORT CARGO:

- i. Vehicles arrived with export cargo which are dispatched by units / unit's vendors to plot are to be verified with export documents sent through vehicle driver in respect of no. of packages and soundness of packages. If there is any deviation regarding no. of packages and contents between the physical availability and export documents, the same should be brought to shift employee or Docks in charge before unloading.
- ii. After ensuring the physical availability of cargo is tallied with the documents, unloaded the cargo and stackit at plot in proper manner in consultation with shift employees or Docks in charge. Prepare tally sheet vehicle wise and project wise and account the cargo correctly and hand over the tally sheet with export documents to shift employees.
- iii. Contractor should maintain a cargo register for date wise receipt with stacking location, date wise movement and balance cargo available at plot.
- iv. As soon as export invoice is issued, contractor shall mark the invoice no. & sl no. of invoice on the packages. Contractor should ensure that all the packages of invoice should be marked of packages. No one package left unmarked with invoice no. & sl no. If any one package is not able to trace by contractor, the same should be brought to BHEL officials.
- v. Immediately on manifesting of the vessel and opening of export gate, which information the contractor should ascertain on close follow up with the Steamer CHA/BHEL representatives, the contractor will arrange to move the materials to wharf as per direction given by BHEL.
- vi. The contractor shall place sufficient number of trailers and organize the movement of materials from the plot to the port transit area / wharf for loading in to vessel. In case of emergency, he shall be responsible for directly unloading the incoming materials at the wharf.
- vii. Sometimes, the cargo is required to be moved from plot to port transit area for storage after getting necessary port permission from port.
 - The contractor shall be responsible for making the cargo available to vessel hook as per the sequence as requested by steamer CHA / chief officer and getting it loaded correctly.
 - The contractor shall be responsible for getting the consignment loaded / stuffed in the containers. This loading/stuffing work will be carried out by him in close liaison with the steamer CHA or his authorized representative.
 - The contractor should complete movement of the materials in time for customs examination, and get the cargo loaded before the sailing of the vessel. Any demurrage/damage/losses sustained by the company due to the contractor's failure to move the cargo in time and organize the loading shall be recovered from the contractor without prejudice to other rights and remedies. The decision of the Docks Officer / In-charge shall be final in all such cases.
 - Whenever cargo has to be shipped in container it will the responsibility of the contractor to arrange for stuffing the container in the plot / CFS / any other customs notified area.

- Cargo will be dispatched by railway wagons to identified siding in the Chennai Port Trust by our Manufacturing unit. Necessary permissions for placement of wagons and handling the cargo from the siding will be obtained from Chennai Port Trust by the contractor.
- After placement of wagons in the identified siding, cargo is to be unloaded from the wagons and loaded on to suitable trailers/trucks.
- Trailers/Trucks with loaded material is to be moved to the identified wharf indicated by BHEL in writing and unloaded and stacked suitably as directed by BHEL and as required by the stevedores of the vessel loading export cargo.

viii. Cargo to be moved from the storage area (plot / wharf) in the identified wharf to the hook point of the vessel as directed by BHEL.

- If deemed necessary by CPT/BHEL, contractor shall move the cargo within the same wharf for safe storage/access to emergency services or for any other reason.
- CHA will coordinate with the Railway Authorities/Port Trust authorities to ensure smooth loading/unloading/hatch feeding operations for export.
- Contractor shall arrange for receipt and acceptance of cargo at temporary storage.
- All the necessary material handling equipment (Cranes of suitable capacity, Fork Lift Trucks) required for loading/unloading/hatch feeding operation are to be arranged by the contractor.
- Cargo should be handled safely indemnifying BHEL during all times.
- All temporary arrangements and materials required for slinging, stacking, stowing during handling and transportation of materials shall be in the scope of contractor.
- The contractor shall ensure availability of supervisors at all work spots (loading / unloading / hatch feeding points into vessels).
- Supervisors are required to account for the material received package wise at wharf and loaded into vessel for every shift.
- All incidental expenses connected with the hatch feeding will be met by the contractor.

35.0. GENERAL

a. LABOUR: Based on the quantum of work anticipated at various points, the contractor should regularly draw the C&F labor required by placing indents with the Administrative Officer, CHD, as per Clearing & Forwarding (Regulation of Employment) Scheme after making payments there-for. The labor so obtained should, in coordination with BHEL, be utilized in the best interest of the company. No charges towards non-utilization of labor, if any, shall be payable by the company.

- b. **LASHING:** Whenever the materials are loaded in wagons it will be the responsibility of the contractor to ensure that the lashing is done properly to sustain transit jolts. A remark regarding the use of the lashing materials by the contractor should be clearly got endorsed in the Railway Receipt along with the information that the lashing materials belong to the company so that these could be claimed at the unloading point. All the materials used in lashing the wagons shall be new. Using of old materials, sleeper etc., will not be permitted.
- c. **CRANES:** When contractor's cranes are used on wharf, it shall be his duty to obtain an endorsement on the Import Application regarding non-supply of Port Trust Cranes. The cranes to be operated by the contractor shall be with valid test certificates and should be capable of meeting the requirement as needed by the Dock Safety Board. Periodic updating of test certificates and maintaining the cranes in good working condition will be the responsibility of the contractor so that the safety of both the cargo and persons assigned to supervise the operation is ensured. In handling consignments, the contractor shall comply with all relevant Railway/Port Trust Rules/Regulations and instructions and shall be responsible for all damages, losses, etc. arising out of any infringement thereof.
- d. **SLINGS:** It shall be the responsibility of the contractor to provide slings for all operations needing them. **ISI** tested quality slings, wire ropes and other manila ropes capable of meeting the safety requirements of dock safety authority will alone be used by the contractor. This shall apply for all the operation of BHEL irrespective of the fact whether the cranes are provided by the contractor or CPT or by BHEL or others. It will also be the responsibility of the contractor to be prepared with various capacity slings of different lengths which can be hooked through 4 points or 2 points as may be necessary so that the cargo of BHEL is lifted speedily and safely. Special care has to be taken by the contractor to stock the slings sufficiently in advance since BHEL will be receiving cargo with identical tonnage but with differing parameters of lengths and sections and hence various lifting arrangements like eye hooks, bolts, 'D' shackles should be available. Suitable lifting beams for lifting thin section and long length items will be organized by the contractor to ensure quick clearance and safe handling. All slinging operations shall be performed by capable riggers and/or supervised by contractor's representatives suitably qualified for such an operation at all points of BHEL work. If necessary for handling of heavy lifts at wharf, the contractor must arrange from CPT Gear Depot the necessary slings, 'D' shackles, plate clamps etc, for delivery of cargo and no extra payment will be payable for this. Test certificates for certifying lifting capacity to be maintained by CHA.
- e. The transshipment of materials from the Lorries/ trucks/ trailers (loaded at the loading point) is not permissible except in case of break down en route. Any such transshipment will be on contractor's account and the contractor shall be responsible for any shortage or damage to the material arising due to such transshipment. The contractor shall inform the authorized representative of the company about such transshipment before the materials are unloaded at the destination.
- f. At the destination point the materials should be made over to the authorized representative of the company and a certificate that the materials have been correctly delivered in good condition should be obtained from him on the challans. Payment would be made to the contractor only when bills are supported by such certificates/certified challans.
- g. The contractor should strictly adhere to all rules and regulations as laid down by the D.T.C. (Traffic), the Regional Transport Authority and Chennai Port Trust Authorities in the matter of movement of such materials. The infringement penalties if any, payable to the Chennai Port Trust and the State Government in the above connection will be borne by the contractor.

- h. The contractor shall comply with all rules framed from time to time by Government (Central or State) or the local authority and legislations governing labor required for the work referred to above. The Rules and other statutory obligations in regard to fair wages will be deemed to be part of the contract.
- i. All materials shall be considered to be in possession of the contractor and in his care and custody, at his risk and responsibility from the moment these have been delivered to him or his representative until such time as the materials have been carried to and received in writing in the same condition, as delivered to the contractor, by an authorized representative of the company at the destination.
- j. The contractor shall make arrangement to carry and convey the materials at his own risk and responsibility and shall indemnify the loss/damage to BHEL against all claims arising from death or injury to any person or property caused through any of the motor vehicles or trailers or mechanical appliances and also against any damage or loss to the materials entrusted to him by the company. The damage and/or loss to the company as assessed by the company shall be final and binding on the contractor.
- k. The contractor will name and post a responsible representative round the clock to co-ordinate all operations governed by the contract for supervising the operations. He should have the required knowledge and experience of coordinating and handling of such jobs and should possess permit license for carrying out the required operations. Further, he should preferably provide his representative with some mode of conveyance to enable him to move between our offices, CPT wharves, etc. without any delay in discharge of the contractual obligations.

36.0 Requirement of man power:

- 1) Contractor shall depute Minimum of 4 clerical persons daily to BHEL office to attend the documentation work like collecting the documents/ cheques from BHEL, collecting freight bill/ DO/detention working sheet from steamer CHA and hand over the same to BHEL along with receipts. The clerical staff shall be provided two wheeler vehicle to enable them complete the work quickly without loss of time.
- 2) Minimum of 5 supervisors for wharf clearance, CFSs clearance and plot operations as work are to be carried out 5 to 6 points simultaneously. They should have adequate qualification and technical experience to clear and handle our cargo. They should be provided with two wheeler. Any delay in clearance due to non-availability of CHA staff at CFS/ Port resulting in demurrage/ detention, shall be recovered from CHA bills
- 3) The provision of clerical staff shall posses' minimum qualification of plus two.
- 4) Two experience staff conversant with CHA activities (Custom & Port formalities) to be stationed at BHEL office representing CHA for coordinating Air and sea Clearances.

37.0 AIR IMPORT:

General Description of Work:

Clearing and Forwarding of Air Import Cargo:

- i. The CHA shall collect Air import documents immediately on arrival of cargo from the appointed Air console CHAs, various Airlines and other agencies.
- ii. On collection of shipping documents tenderer shall in consultation with BHEL file

appropriate bill of entry (MERIT, DEEC, EPCG PI, Duty Credit Scrips, WARE HOUSE, EX-BOND, REIMPORT, RE EXPORT and UNDER other CN). In special cases if required, CHA shall obtain permission for filing manual 'BILLS OF ENTRY' and file the same with appropriate authorities.

iii. CHA shall file the BILLS OF ENTRY expeditiously, with the supplier's invoice copy and other documents available in the shipping documents without waiting for any other documents.

iv. The CHA shall verify the completeness of all the documents and shortcomings if any shall be brought to the notice of BHEL for necessary action.

v. CHA shall depute their representative to BHEL offices twice on every working day for collection of documents required for assessment. (Purchase Order copies, Licenses, TRAs, CRAs and other required Documentation).

vi. After filing of the Bill of Entry CHA shall proceed expeditiously for assessment and obtain Check prints for verification.

vii. CHA shall arrange to collect the Freight Cheques, other documents for submission to Forwarders/Airlines/Console CHAs from BHEL and deposit the same with the respective agencies to obtain Delivery Orders.

viii. CHA shall arrange for processing of TRA/CRA at MCH/AAI and/or the connected concessions for processing BILLS OF ENTRY.

ix. On Confirmation from BHEL, duty shall be adjusted by the CHA and obtain PASSED OUT OF CHARGE order from Customs.

x. In case of non-availability of appropriate Customs Officers, CHA shall arrange for assessment and Final Clearance through alternate Customs Officers.

xi. It is expected that CHA shall arrange assessment and clarify document discrepancies on his own in most of the cases where the discrepancies are of minor nature.

xii. After obtaining Passed out of Charge Order CHA shall arrange for completion of other formalities including payment of Air Port Authority Levies (Ground Handling Charges, Demurrgages, Ware house Charges and other similar Charges) from BHEL account in SBI Minambakkam or any other bank or his own account. Statutory levies/Charges if any paid by CHA on account of clearing BHEL Cargo will be reimbursed within 2 days of submitting the necessary original bills.

xiii. CHA shall arrange for tracing of the cargo at Air Cargo Complex and arrange for Loading of the cargo into Vehicles, Trailers, Trucks and transport to BHEL plot inside harbour / CWC / CFS / other BHEL locations within Chennai / BHEL identified go-down.

xiv. CHA shall employ labor both for loading of cleared consignment and delivering the same at the premises of BHEL approved transport carriers or delivered at other places including customer promises located outskirt of CHENNAI city as per instructions from BHEL or book them to other points of destination within India by Air/Rail/Road as per instructions of BHEL

xv. As it may not be possible to arrange for dispatches to BHEL Units, Plots or other destinations on a daily basis, on the instructions of BHEL, CHA shall arrange to transport the cleared cargo to BHEL identified go-down /temporary closed storage within Chennai and consolidate the cargo.

xvi. BHEL will pay all the duties, freight charges and container detention charges and other import clearance charges of delivery order / other clearance charges associated in clearing and forwarding BHEL Cargo to be paid by CHA. CHA shall arrange to pay such charges associated with clearance of BHEL Cargo shall not exceed Rs. 2,00,000/- in any single case/one docket. Charges so paid by

the CHA shall be reimbursed within 5 working days of submitting the invoices and necessary supporting documents as required by BHEL

xvii. DO/Detention invoice from all freight forwarding agent, liners to be collected and handed over to BHEL by CHA, within 05 days of arrival of consignment. CHA to check for invoice in line with Liner/Frt forwarder tariff & GST compliance

xvii. Transit insurance for Air cargo to be done by CHA will be reimbursed by BHEL at actuals.

38.0 Time Period of Clearance of Import Cargo

i. The CHA will be required to effect clearance and dispatch of all consignments in the shortest possible time after their arrival and in any case before the Last Free Date (LFD) fixed by Airport Authority/Air India or Free Time allowed by other agencies.

ii. CHA shall clear the cargo with the following periods after the last input required for assessment of BILLS OF ENTRY is made available. Demurrrages and other punitive charges after period allowed will be recovered from the Bills of CHA.

iii. Bills of Entry under MERIT Clearance	; 2 days
Bills of Entry under DEEC/EPCG/PI Clearance	; 4 days
(Including time taken for arranging and registering TRA/CRA)	
Bills of Entry under other Customs Notifications	; 2 days
Bills of Entry for Consignments on High Sea Sales Basis	; 3 days
Bills of Entry for Reimport Cargo/Defence Cargo/Re export Cargo	; 4 days.

iv. For ODC cargo (Definition of over Dimension is available elsewhere in this document) CHA shall arrange for clearance on Direct Delivery Basis on the same day.

v. However in case of genuine difficulty on the part of CHA due to reasons not attributable to CHA (non-availability of Customs Officers/System Failures and other similar reasons) demurrrages and detention will be borne by BHEL on appropriate certification by BHEL Representative.

Registration of Licenses/PI Concessions/other Concessions/TRAs and CRAs:

i. The CHA will be required to apply for and obtain TRAs and CRAs for DEEC/ADVANCE/EPCG Licenses, PI Concessions and Other Duty free Licenses/Exemptions from Time to time.

ii. For obtaining TRA/CRA, CHA will arrange to collect the necessary documents including TRA/CRA application, copies of Shipping documents and Original Licenses.

iii. CHA will file and process the TRA/CRA through Customs Sea and/or Air as the case may be and obtain the TRA/CRA

iv. On obtaining the TRA/CRA, CHA shall proceed expeditiously for registration of the same in Customs Air and/or Sea as the case may be. In any case TRA/CRA shall be registered within one day after obtaining the same. CHA shall also register TRAs/CRAs pertaining to BHEL, received from SEA/AIR Ports other than Chennai.

v. CHA shall arrange to receive/collect the necessary original Licenses and corresponding BONDS from BHEL as and when required and register the same with SEA/AIR Customs as required by BHEL. Registration of Licenses shall mean completing the EDI systems entry in full including initial amendments if any.

vi. CHA shall also arrange to register amendments in Licenses/PI Concessions as the case may be from time to time as required by BHEL.

vii. Time taken for registration of such licenses/PI Concessions shall not be more than 5

Working days in any case excepting in case of Systems Failure or other reasons not directly attributable to CHA.

viii. As and when required by BHEL, CHA shall arrange to collect debit sheets of licenses from Customs Department. This arrangement shall include Licenses registered by BHEL or any other agency.

ix. Contractor shall depute minimum 5 supervisors for customs inspection of cargo and physical Clearance of cargo. They shall be provided with two wheeler vehicle to reach work spot Quickly. Supervisors should possess adequate technical knowledge of materials/ machineries, Customs and port procedures.

39.0 Clearing and Forwarding of Air Export:

BHEL Exports Engineering Cargo from all the manufacturing Units and from Customers to various destinations internationally. CHA once contracted shall export any type of cargo as directed by BHEL unless banned or restricted by Government Policies.

The various modes of Export by BHEL, ROD, CHENNAI

Air Exports

Scope of Work for Air Exports:

- i. On instructions from BHEL, CHA shall collect the necessary documents (Export Invoice, Packing Lists, LUTs and other documents) from BHEL office.
- ii. CHA shall prepare and file the shipping Bills. Type of the shipping Bill shall be as directed by BHEL in writing. If required by BHEL, CHA shall arrange permission for filing manual Shipping Bill in special cases.
- iii. The cargo will be generally made available to the CHA in BHEL Plot inside Chennai Port. On occasions, CHA may be required to collect the cargo from different locations within Chennai City. In case of ODC or Heavy Lift Consignments the cargo will be made available at the Air Port.
- iv CHA shall arrange for the transportation of the cargo from BHEL Plot/CFS/CWC/other locations to the Airport.
- v. After assessment of the Shipping Bills, CHA shall arrange for inspection of the cargo and obtain Let Export and other appropriate orders.
- vi. CHA shall arrange for handing over of the cargo to the appropriate Ground Handling Agency/Air Lines/Freight Forwarders as directed by BHEL after completing all customs clearance formalities.
- vii. CHA shall obtain the Air Way Bill from the Air Lines/Freight forwarder and forward the same to BHEL Office.
- viii. If it is deemed required, CHA shall arrange for COUNTRY OF ORIGIN certificate as directed by BHEL.
- ix. In case of requirement, CHA shall also arrange to collect FINALDEPARTURE CERTIFICATE from the appropriate Air Lines.
- xiii. CHA shall arrange for obtaining EXPORT CERTIFICATE in case of reexport of cargo for repair and return purposes.
- xiv. If required by BHEL, CHA shall arrange for receipt, unloading temporary storage of cargo at his Go down within Chennai.

xv CHA should arrange Entry pass for Harbor for vehicles and BHEL representative as and when required and Entry pass charges will be reimbursed at Actuals by BHEL

xvi. CHA should submit original container return feedback form within 1 week from date of handing over container to BHEL. In absence of feedback form, BHEL will be constrained to withhold respective bills

xvii. CHA should give container wise tracking/movement to Operation and BHEL Finance team against each BL/Ctrl No. during DO extensions. At present detention charges are made for all the containers In a BL. If Any detention payments made for containers where extension is not required the total detention paid to additional containers including Taxes any paid by BHEL will be recovered From CHA.

xviii. In case of Direct Out (i.e. Materials dispatched to Unit directly), its CHA responsibility to collect and submit all the Empty Container Feedback forms to BHEL from the transporter. Any detention payments made against direct out consignment and feedback not submitted by concerned CHA the total detention amount including Taxes any paid by BHEL will be recovered from CHA.

xix. In case any activity not listed in the Seven Schedules have to be carried out, payment will be made on Certification basis by HOD/MS ROD Chennai.

Schedule - II

PRICE, PAYMENT TERMS AND PERIOD OF CONTRACT

VALIDITY OF OFFERS:

The offers shall be kept valid for the period of 3 months from the date of opening technical bids. The successful tenderer shall keep the price offered firm till the conclusion of contract.

PRICE:

Price bids of only technically qualified bidders will be opened/Decrypted on online portal.

The Price Bid is to be filled up and uploaded in excel sheet through E-Tendering system only before the due date of submission only in the format provided in the tender. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price Bid of the technically qualified bidders.

Prices to be quoted in percentage increase or decrease of BHEL Schedules rate in totality only. No conditions should be put in the price bid.

No slab rates are required to be quoted. The percentage increase or decrease quoted in price bid will be uniformly applied to each BHEL slab rate to arrive at final slab rate.

No modifications to the work contained in the items/individual rates will be allowed.

No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in excel sheet while submitting E-offer.

PAYMENT TERMS:

Payments to be done under CHA Contract.

- A) Freight & Custom Duty payment will be made 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 detention charges, charges up to Rs 2 lakh per B/L/AWB are to be paid by CHA on case to case basis on confirmation in writing by BHEL Executive. CHA 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.
 - 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 immediately after 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.

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.

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

1. PD A/c's with Chennai 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.
3. Reimbursement will be made within 3 working days after receipt of bill/documents complete in all respect including Rate Schedule from respective Agency.

CHA should ensure that all the final invoices (DO, Detention, freight, CFS, Port Dues etc.,) have GST no of BHEL and if in case the same is not available the loss of GST will be on CHA account.

Payments of regular Agency bills.

Payment of all agency bills within 30 working days of receipt will be made on fulfilment 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.

Requisite documents:-

- In case of demurrage/detention/storage charges/warehousing charges are incurred then CHA shall furnish the detailed explanation for entire period of clearance.
- Copy of B/E / ICEGATE Copy of B/E *Copy of NNDs 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)
- Receipt of all steamer CHA payments/statutory/mandatory payments made to the Govt. agencies.
- Original vouchers/ receipt in support of claims for reimbursement (in case the originals have been submitted earlier, copy of same should be enclosed)
- Go-down statement for inward and outward records of the packages.
- Copy of customs examination order

- Copy of customs out of charge (if applicable)
- IMPEX report copy (if applicable)
- Customs notice/circular (if any)
- Copy of tariffs of Shipping line / CFS/ etc as applicable
- Empty container handing over acknowledgment by CFS/SA
- Proof of acknowledgement of additional PO submitted to contract cell (Customs) in case of PI B/Es.
- Proof of acknowledgement of request letters for CRA submitted to Customs.
- Copy of TRA/CRA.
- Check list in the prescribed format 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, CPT, CHENNAI AIRPORT, 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.

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

If Customs Clearance is delayed beyond the prescribed period, Demurraages/ container detention /storage charges/ground rent/Air warehousing charges 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) demurraages and detention will be borne by BHEL on appropriate certification by concerned operation (Import) group.

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

The CHA 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 BHEL identified go-down more than three months, CHA can raise the agency bill for the same. Supplementary bill for balance activity after despatch may be submitted.
- b) For bonded cargo CHA can raise agency bill after completion of bonding activities.

All Agency bills to be raised within 7 days of the dispatch of materials but not later than 15 days without any specific reason. The Company may accept some bills beyond the specified period as exception with satisfactory reason for delay.

For determining the slab, no rounding off will be done. Payment will be made to the nearest tonnage. In case of 12.3 W/M payment will be made for 12 W/M and if the W/M is 12.55 then payment will be made for 13MT.

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.

In case of non-availability of dimensions / weight in any of the above documents, weight / CBM mentioned on individual packages or actual measurement done by BHEL representative shall be considered.

Payment will be made as Import and Export schedule. For converting the volumetric weight (for Export), factor to be considered as 1 Frt = 1 MT or 1 CBM whichever is higher.

- In case excess duty is paid due to lapses on part of the CHA, the amount so overpaid may, solely at the absolute discretion of the Company, be recovered from the outstanding bills of the CHA. 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 CHA. 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 CHA.
- In case any wrong payment or excess payment is made by the CHA 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 CHA.
- Any loss to BHEL consequent to CHA mistake shall be made good by recovery in running bills.

PERIOD OF CONTRACT

The period of CHA contract will be for one year which may be extended by another 3 months at BHEL's discretion.

The Company reserves the right to interchange/change the work allotted initially to any CHA(s), during the tenure of contract without assigning any reasons whatsoever on the same rates, terms and conditions of the contract.

The Company reserves the right to terminate the contract of any CHA at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the CHA who shall not be entitled for any compensation by reason of such termination.

If at any time during the currency of the contract, the CHA 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 CHA, the company reserves the right to get the work done by other parties or departmentally at the CHA's risk and cost

In the event of the CHA 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 CHA's company becomes insolvent the contract shall automatically stand terminated.

Company reserves the right to claim from the CHA any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract

The CHA shall not split or transfer to any other party any part of the contract during the currency of the contract. However, in case of any adverse demand/ Notice from the customs/ port authorities/ any other Agency due to which BHEL's work is getting affected, the Contractor can utilise or have interim arrangements of other CHA licence to complete the partially processed documents of BHEL by Contractor. However the other CHA, used by the Contractor, shall have no financial implication on BHEL. The entire responsibility will remain on the Contractor.

The CHA shall immediately intimate any change in the address of the Office during the period of Contract.

Whenever asked by company, all documents including original Bills of entries, licenses, power certificates, exemption certificate etc will be returned by CHA 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. In the event of CHA backing out/not performing as per the contract, suitable financial action will be taken by BHEL. Additionally, future business of such de-faulting CHAs will be suspended with BHEL as per company policy.

1.1 This contract will have the provision for extension for three more months on same rates, terms and conditions at BHEL's discretion.

Schedule - III

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/nicgep/app>

1.0 Bidders are advised to go through the tender document fully before filling up the format for Techno-commercial Section and Price bid Section

2.0 The bidder must submit the total offer and the details desired therein. The offers which are not complete or mentioning “shall be furnished later” will be rejected.

3.0 The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.

4.0 The price offer must be made only in the Price Bid formats enclosed with this tender.

5.0 The offers shall be kept valid for a period of 90 days from the date of opening of the tender.

6.0 BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. It shall be responsibility of the contractor that their CHAs ensure proper working of the offers in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the CHA.

7.0 No modifications to the work contained in the items will be allowed. Quotations other than in prescribed Price Bid formats will not be accepted under any circumstances.

8.0 No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in this sealed cover. Any such clarification/modification if enclosed in this sealed cover (Price Bid) will be totally ignored and such bids will be rejected.

9.0 All corrections made in the bid should be initialled. In case of price bids, company seal should also to be affixed at all corrections.

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

11.0 The acceptance of tender shall be intimated to the successful bidder through a Letter of Intent (LOI). The contractor shall be required to submit security deposit as per

the Tender document, within one week from LOI which should be valid up to six months after the expiry of the contract period as specified in the Letter of Intent. In the event of failure on the part of the contractor to furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the acceptance of his Letter of Intent may be considered as withdrawn and suitable action will be taken as per company policy.

12.0 Evaluation Criteria:

- a) The financial bids will be opened on E-procurement portal for the technically qualified bidders. The date, time of price bid opening will be intimated to the bidders separately.
- b) Offers shall be evaluated on maximum discount offered by bidders in percentage above or below of BHEL Slab rates for the Schedule S01 to S06.
- c) Maximum discount offered by L1 bidders shall be uniformly applied to BHEL Scheduled rate (S01 to S06) to arrive at individual slab rate.
- d) No modification is allowed in individual BHEL slab rates (S01 to S06).
- e) After examination of L1 bidder's rates, BHEL may negotiate the rates if necessary with L-1 bidder.
- f) The tentative load data/quantities are enclosed in Excel sheet
- g) The party should quote % above or % below for all the Schedules (S01 to S06)in totality in the Price Bid for being considered for evaluation
- h) The L1 Bidder will be decided taking sea & air consignments together.
- i) The quantum of work will be allotted approximately 60% to original L1 party and 40% to L2 party who will be matching the L1 rates. If L-2 does not match L1 rates, L3 will be asked to match the L1 rates and so on.
- j) BHEL reserves the right to negotiate the rates quoted by L-1 bidder. BHEL intends to appoint two CHAs.

13.0 INSTRUCTION FOR MSME SUPPLIERS

(1) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (2 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-Procurement Portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer.

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

"MSE SUPPLIERS CAN AVAIL THE INTENDED BENEFITS ONLY IF THEY SUBMIT ALONG WITH OFFER, ATTESTED COPIES OF EITHER EM II CERTIFICATE HAVING DEEMED VALIDITY (TWO YEARS FROM THE DATE OF ISSUE OF ACKNOWLEDGEMENT IN EM - II) OR VALID NSIC CERTIFICATE OR EM II CERTIFICATE ALONG WITH CA CERTIFICATE (FORMAT ENCLOSED AS PER ANNEXURE - I) APPLICABLE FOR THE YEAR, CERTIFYING QUANTUM OF INVESTMENT IN PLANT AND MACHINERY WITHIN THE PERMISSIBLE LIMIT AS PER THE ACT FOR RELEVANT STATUS (MICRO, MEDIUM OR SMALL) DATE WHERE THE DEEMED VALIDITY OF EM II IS OVER. DATE TO BE RECKONED FOR DETERMINING THE DEEMED VALIDITY WILL BE THE LAST DATE OF TECHNICAL BID SUBMISSION. NON SUBMISSION

OF SUCH DOCUMENTS WILL LEAD TO CONSIDERATION OF THEIR BIDS AT PAR WITH OTHER BIDDERS AND MSE STATUS OF SUCH SUPPLIERS SHALL BE SHIFTED TO NON MSE SUPPLIER TILL THE SUPPLIER SUBMITS THESE DOCUMENTS"

IN CASE L1 VENDOR IS NOT A MICRO & SMALL ENTERPRISE, 15% PURCHASE PREFERENCE WILL BE GIVEN TO THE OTHER M&SE FCR ORDERING UPTO 20% OF THE TENDER QUANTITY, PROVIDED THE MSE MATCHES THE L1 PRICE. IN CASE OF MORE THAN ONE SUCH M&SEs, THE SHARE OF 20% WILL BE DISTRIBUTED PROPORTIONATELY.

4% OF OUR TOTAL PROCUREMENT IS EARMARKED FOR PROCUREMENT FROM MICRO AND SMALL ENTERPRISES OWNED BY SC/ST. IN THE EVENT THERE IS NO PARTICIPATION FROM SUCH MICRO AND SMALL SCALE ENTERPRISES, THE SAME SHALL BE MET THROUGH OTHER M&SEs."

TECHNICAL REQUIREMENTS

1.0 Bidders shall provide the details in the prescribed format under Schedule - V.

2.0 DOCK Safety and Regulation Act 1982

Dock safety and Regulation act to be adhered to in totality with special reference to the clause - Transporter & Equipment Operation Section and also other relevant clauses/section of the Act.

Important clauses are mentioned below:-

2.1 Power Trucks:

2.1.1 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.

2.1.2 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.

2.1.3 The power trucks shall be equipped with effective brakes, head lights and tail lamps and maintained in good repairs and working order.

2.1.4 Trucks shall not be loaded beyond their safe carrying capacity which shall be clearly and plainly marked on them.

2.1.5 Unauthorized persons shall not ride on transport employed in connection with dock work.

2.2. Fork-Lifts:

2.2.1 Fork-lift trucks shall be fitted with overhead guard to protect the operator from falling objects.

2.2.2 Fork-lift trucks shall have their gross weight conspicuously marked upon them.

2.3. Stability Test:

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

2.4 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.

2.4.2 Bidder should also furnish certificate confirming to the following as when required.

2.4.3 Certificate of Test and Examination of Wire Rope before being taken into use

2.5 In regards to trucks, fork-lifts, cranes including wire ropes submission of certificate as per the format given at Page No. 45 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.

3 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.
- 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
- o) Minimum Wages Act.
- p) GST Act
- q) Dock safety and Regulation act 1982

4 ODC PACKAGES:

A single 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	Weight/ Volume
Sea	12.50 Meters	2.5 Meters	2.5 Meters	>30 MT
Air	6 Meters	2.5 Meters	2 Meters	>5 MT

Schedule - IV

GENERAL TERMS AND CONDITIONS

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

1.2 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.

1.3 "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 "CHA" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" or "FREIGHT FORWARDER or CONSOL CHA OR CHA where the context so requires.

1.4 "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.

1.5 "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.

1.6 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.

1.7 "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.

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

1.9 "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.

1.10 **“VALIDITY OF THE CONTRACT” The contract will be for One year which may be extended by another 3 months at BHEL’s discretion.**

1.11 **“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.

1.12 “Ton” means one metric Ton or 1,000 kilograms or one cubic meter.

1.13 **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 CHAs/associates at Chennai (India).

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 CHA/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

5.1The Contractor will be required to raise the GST Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.

5.2All taxes as applicable will be paid separately. All tax elements shall be shown separately in the invoice.

5.3A certificate regarding remittance of GST claimed from BHEL to be submitted in the specified format along with the bill or at the end of the month.

5.4 GST shall be paid ONLY on reflection in GSTR2A of BHEL GSTIN: **33AAACB4146P2ZL**.

CONTRACTOR TO COMPLY WITH GST LAW AND IT'S 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.

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 CENVAT credit.

6.0 Risk Purchase:

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

6.1If 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.

6.2The 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.

6.4To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

7.0 Observance of Local Laws:

7.1The 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.

7.2The 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.

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

8.0 Safety of Men, Equipment, Material & Environment:

8.1All 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.

8.2It 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.

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

8.4No 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:

9.1BHEL 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 go-down 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.

9.2The 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.

9.3The 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.

9.4If 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.

9.5Labour utilized by the Clearing CHA for handling any work under the contract either in the premises of BHEL or elsewhere shall be treated as the employees of the Clearing CHA and BHEL shall have no liability whatsoever in this regard. The Clearing CHA shall fully indemnify and hold BHEL harmless against any claims arising as a result of the failure of the Clearing CHA to comply with this clause and/or any injuries/deaths/damages suffered by their workmen.

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

10.1Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.

10.2If 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.

10.3The 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 where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator i.e. HEAD ROD , BHEL, Chennai or nominee appointed by him in writing. There will be no objection if the arbitrator so appointed is an employee of BHEL. The arbitration shall be conducted in line with the provisions Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both the parties

12.2 If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, BHEL, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

12.3 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.

12.4 The arbitration shall be conducted in line with the provisions Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force

12.5 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.

12.6 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

12.7 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

12.8 The place of Arbitration will be BHEL, ROD office, Chennai.

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 Chennai, 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 CHAs 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) Cash (as permissible under the extant Income Tax Act)

ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft / Electronic Fund Transfer in favour of BHEL

iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

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

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

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

15.3 If the value of work done at any time exceeds the contract value, the amount of

Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

15.4 At least 50% of the required Security Deposit, including the EMD, will be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

15.5 The security deposit shall not carry any interest.

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

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

16.0 Earnest Money Deposit

16.1 EMD payable is **Rs. ₹ 1,62,500 /-**.

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

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

16.3 EMD of the Tenderer will be forfeited if:

- i) 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.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract
- iii) If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited.

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.

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

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

16.6 EMD shall not carry any interest.

16.7 EMD can be remitted through RTGS and amount to be credited to BHEL account before Tender opening. Details of Account given below. Vendors to E mail Details to BHEL ROD Chennai on EMD payment made through RTGS

MSMED vendors are exempted from submission of EMD subject to submission of Documents as mentioned in Tender

ACCOUNT NAME	BHARAT HEAVY ELECTRICALS LIMITED
ACCOUNT NUMBER	10610819568
ACCOUNT TYPE	CC ACCOUNT
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	SAIDAPET
BRANCH ADDRESS	690 ANNA SALAI
IFSC CODE	SBIN0000912

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

17.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

17.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

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 en route 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.

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 defaulting CHAs 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-of-Business-Dealings-withSupplier-issued-Sept13_abridged.pdf

21. Reverse Auction

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

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

For detailed information regarding reverse Auction procedure, please refer BHEL Reverse Auction Policy available at <https://www.bhel.com/guidelines-reverse-auction-2021>

22. BHEL Fraud prevention policy

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

23. Miscellaneous

The CHA shall also carry out and observe the provisions of the Workman's Compensation act and Shops and Establishment Act and all other relevant Acts of the center and the State and any rules made there under and also indemnify the Company against any liability that may be imposed on the Company for non-observance of any terms of the aforesaid Workmen's compensation Act or Shops and Establishment Act or Dock's Labour Act or Child Labour Act or any other acts/rules /statutes in force.

24.0. LETTER OF INTENT

Acceptance of tender will be intimated to the successful tenderer(s) through a letter of intent. The contractor shall be required to execute an agreement within the time specified in the letter of intent. In the event of failure on the part of contractor to sign the agreement within the specified time, the EMD shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

Schedule - V
TECHNICAL REQUIREMENTS

TECHNO COMMERCIAL FORMAT – Part -1

Offers of parties not meeting the below will be rejected.

Sr No	Description	Remarks	
I Pre-Qualification Criteria			(YES/ NO)
1.	Valid Customs House CHA (CHA) licence from Customs in their name at Chennai valid for the period of contract	Notarized copy to be uploaded on e-procurement portal and original to be produced to BHEL on request.	YES
2.	Minimum continuous experience of last 5 years in CHA operations operating against CHA licence indicated in Sl no 1 above	Agreed	Self declaration stating the same
3.	Must have office dealing with CHA operations in Chennai	Agreed	-
4.	Bidder must have an average annual turnover not less than Rs.24.37 lakhs in "Custom House CHA activities in India for the last 3 years. (ie for year 2018-19, 2019-20, 2020-21) copy of CA certificate indicating details of turnover on account of CHA activities in India of each FY along with copy of audited balance sheet is to be submitted. (If balance sheet for financial year 2020-21 is not audited, data for 3 previous year may be given i.e for 2017-18, 2018-19, 2019-20). CA certificate & Balance sheet should be of same period	Copy of CA certificate to be uploaded along with copy of audited Balance Sheet	

Format for CA certificate on company's letter head

Sr	Description	2018-19	2019-20	2020-21	
1	Total Turn Over of Company in Rs Lakhs in sea export/import business				
2.	Current Ratio > 1				

	Bidders must submit proof of having have successfully executed "CHA Contract in India" contracts in last 5 years (ending last day of month previous to the one in which the tender was due for opening) as per following 5. (i) Three contracts of value not less than Rs.32.49 lakhs each OR (ii) Two contracts of value not less than Rs.40.62 lakhs each OR (iii) One Contract of value not less than Rs.64.99 lakhs	Copies of contract /work order with copies of satisfactory completion certificate from customer to be uploaded.	
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(1) If work order does not specify the value of the contracts, the same should be certified from customers. In that case the documents required will be work order/contract copy, customer certification for contract value and satisfactory completion certificate from customer

(2) The party who submits only work order or contract copy and does not submit satisfactory completion certificate from customer will not be considered.

(3) The party who submits only satisfactory completion certificate from customer and does not submit relevant copy of work order/contract will not be considered

Details of work order/contract shall be given as per below format in separate sheet

Sr N o	Full postal address, Mobile No, Email id of client and officer in charge	Brief description of work and Qty	Work order No and Date	Value of contract in Rupees in Lakh	Time Schedule in month	Actual date of completion
1						
2						
3						

For each case of Work Experience filled in the format, self-attested copy of work order / Letter of Award and Self attested copies of work completion certificates issued by the agency who has awarded the contract should be uploaded on e-portal. **BHEL reserves the right to verify the authenticity of the document from the originator, hence the party should ensure that all contractual & contact details are available in the completion certificates to lend easy verification wherever required.”).** The Mobile number, email id of client and Name of Officer-in-charge must be provided for each contract.

6.	Valid GST Registration	Copy to be uploaded.	
7.	The Bidder should not have been referred to BIFR/NCTL or declared 'SICK' by any Statutory Authority	A self-certification should be submitted by bidder	
8.	The Bidder should not have been banned on business dealing by BHEL/Govt of India/any undertaking of Govt of India.	A self-certification should be uploaded by bidder	
9.	CHA must have handled at least 100 B/Es of Engg/Project cargo (includes DEEC, EPCG, PI B/Es etc.) for Break bulk, FCL and LCL container cargo per year in the previous three financial years. @ (Pl see Page-67 for type of Engg/Project cargo)	Client certificate as per attached format to be uploaded.	
10.	Parties must not have been penalized in any earlier contract with BHEL in the last five years.	Self-Certification to be uploaded	
11.	Power of Attorney & copies thereof of the signing authorities with letter of authorisation	Copy to be uploaded	YES

Note: **Offers of parties not meeting above qualifying criteria will be rejected.**

II	Details to be furnished	
1.	Name & Address of the company	Information to be provided
i)	Year of Establishment of company	Information to be provided
2.	Type of Ownership :Proprietorship or Partnership or Private Limited or Public Limited or Central Undertaking or State undertaking or Any other (specify)	Information to be provided
3.	Partnership deed in respect of Partnership firms	Copy to be uploaded if applicable
4.	Certificate of Incorporation in respect of Ltd Co	Provide date of Incorporation & copy of certificate to be uploaded

5.	Complete Information on Party's offices in Chennai Office Address Telephone no./ Mobile no. Name of Contact Person with email id's ii) Office is owned / rented	Information to be provided
6.	Company Details i) PAN Number ii) GST Registration number iii) Bank Reference (Details of Electronic Fund Transfer duly endorsed by the bank) - Name of the Company - Name of the Bank with branch - City/ Place - Account Number - Account Type - IFSC Code of the Bank Branch - MICR code of the bank Branch	Copy to be uploaded
7.	i) Directors / Partners if related to any BHEL employee	Name Staff No Designation Unit &Dept
	ii) If any Ex BHEL Personnel is employed by the Company, Mention the details	Name Staff No Designation Unit &Dept Relationship Date of Leaving Service
8	Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Laborer's Act / Child Labor Act / / Transporter board/ Customs and Port Procedure and all other relevant Acts, Rules and regulations of Tamil Nadu state and Govt of India in course of their activities and whether they are being fully complied with. Also all handling equipments are complying as per HSE compliance / ISO 9001/14000/OHSAS compliance.	Agreed.
9	Letter of authorization for signatories to act on behalf of the company	Letter to be attached
III TECHNICAL REQUIREMENTS		
1.	EMD for Rs.162500/-	Submitted
2.	Technical bid Signed and Stamped (All pages)	Submitted
3.	Blank Financial bid Signed and Stamped	Submitted
4.	The compliance letter duly signed and stamped on letter head is to be submitted/Uploaded on E-portal	Given

5.	CHA shall ensure that all the invoices and receipts are submitted immediately after 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.	Agreed
6.	CHA should submit the 3rd original RA after custom clearance along with the relevant original Bill of Entry where the Bill of entry is cleared after taking RA.	Agreed
7.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped on each page is to be submitted/Uploaded on E-portal	Given/Uploaded
8.	PAYMENT TERMS: As Specified in Schedule - II	Agreed
9	INDEMNITY Contractor shall keep BHEL indemnified of all legal issues, the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
10	ARBITRATION As Specified in General Terms & Conditions.	Agreed
11	FORCE MAJEURE As specified in the General Terms & Conditions.	Agreed
12	CANCELLATION OF THE CONTRACT: BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract. If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency	Agreed

	shall exceed the amount payable to the CONTRACTOR under the contract. BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.	
13	GST shall be paid ONLY on reflection in GSTR2A of BHEL GSTIN: 33AAACB4146P2ZL . CONTRACTOR TO COMPLY WITH GST LAW AND IT'S REQUIREMENT. IF ANY PENALTY OR INTEREST IS INCURRED BY BHEL DUE TO NON-COMPLIANCE BY CONTRCTOR, THE PENALTY/INTEREST INCURRED WOULD BE RECOVERED FROM THE CONTRACTOR.	Agreed
14	VALIDITY The period of CHA contract will be for One year from LOI date which may be extended by another 3 months at BHEL's discretion.	Agreed
15	GOVT.RULES & REGULATIONS: CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licences, and permits for operation in India / transit country / discharge countries. It is obligatory for CONTRACTOR to comply with regulating requirements in discharge port countries are fully met before award of the contract.	Agreed
16	RISK PURCHASE As Specified in General Terms & Conditions.	Agreed
17	RA terms and condition: As per general terms and condition. The discount offered in price bid shall be uniformly applied to each BHEL slab rate to arrive to final price and no individual slab discount change request is permitted.	Agreed

SIGNATURE AND SEAL OF TENDERER

@ Engg / Project Cargo: Structural matsl, AS/CS/SS Seamless Tubes, AS/CS/SS Seamless Pipes, Forged Pipes, Turbines, Generators, Boiler components, Pumps and its parts, AS/CS/SS Plates, Cladded Plates, Titanium Sheets, Hymod Blue (Ball Clay), Ball/Roller/Thrust Bearings, Welding Wires, Cobalt base rods, Fin Flats, Centrifugal Compressors, Hydraulic devices, Rotor Assy Components, Multi Point Rotary Probes, Hydraulic Snubbers, Forgings etc.

(in tenderer's letter head)

Schedule - VI

CERTIFICATE OF COMPLIANCE

Date

To

The Addl General Manager
Material Services,
Regional Operations Division,
BHARAT HEAVY ELECTRICALS LIMITED,
Chennai

Sir,

CHA Tender No. **RE/CHE/MS/CHA/2119 dated 30.12.2021**

We have carefully read the tender specifications connected with the above tender and have understood the technical requirements and conditions to the tender.

We agree to carry out the contract tendered at the rates as offered by us in the Price Bid (Rate Schedules) submitted by us and in accordance to the terms and conditions of the subject tender. The prices bid shall be kept valid for the period of 3 months from the date of opening of price bids..

If the contract is awarded to us the prices shall be kept firm till the completion of contract.

Signature and seal of Tenderer

Schedule - VII

PRICE BID-Part II

We are ready to do the work on _____ % above the BHEL Schedule rate

OR

_____ % below the BHEL Schedule rate

(For all Schedule S01 to S05, (Mention in words also) (No decimal to be quoted)

Note:

- 1- The % above or below quoted above shall be uniformly applied to all BHEL slab rates. (For Schedule Schedule S01 to S05)
- 2- BHEL Slab rates are exclusive of GST as GST are payable as per regulations.
- 3- No individual slab rate discount is permitted.

Example 1.

If bidders quotes 1% above, each slab quoted rates will be 1.01 times BHEL slab rate

Example 2.

If bidder quotes 1% Below, each slab quoted rates will be 0.99 times BHEL slab rate

FORMAT FOR NO. OF BE'S HANDLED

Client Certificate

(To be taken on Client's Letter Head}

This is to certify that M/s _____ is working as CHA for the period _____ and the following are the details of their performance:-

2017-18

2018-19

2019-20

[1] Bills of Entries handled –

[A] Engineering Goods(Nos)

Tonnage (MT/FRT)

Value:

[B] Other goods

Tonnage (MT/FRT)

Value:

Contact person:

Contact Number:

CHA performance activities has been satisfactory.

Schedule - VIII

SCHEDULE WISE SCOPE OF WORK

The brief scope of work not limited to this in line with Price bid schedule covers the following:

Schedule 1 Serial No. 1 – Scope of work SW1

Applicable activities involved in Break-bulk General Cargo including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally

1. Receiving of Import documents from BHEL
2. IA adjustment, Filing bill of entry, customs assessment and obtaining customs out of charge.
3. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. Liaise with steamer agent for vessel arrival and coordinate with BHEL for arranging trailers for direct delivery from ship hook
6. On obtaining OOC, DO and adjustment of port dues and completion of formalities to arrange despatch to units/sites after obtaining requisite documents from BHEL for road transport.

Schedule 1 Serial No. 2 – Scope of work SW2

Applicable activities involved in Break-bulk ODC Cargo including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally

1. Receiving of Import documents from BHEL
2. IA adjustment, Filing bill of entry, customs assessment and obtaining customs out of charge.
3. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. Liaise with steamer agent for vessel arrival and coordinate with BHEL for arranging trailers for direct delivery from ship hook
6. On obtaining OOC, DO and adjustment of port dues and completion of formalities to arrange despatch to units/sites after obtaining requisite documents from BHEL for road transport.

Schedule 1 Serial No. 3 – Scope of work SW3

Applicable activities involved in Break-bulk General Cargo including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally

1. Receiving of Import documents from BHEL
2. IA adjustment, Filing bill of entry, customs assessment and obtaining customs out of charge.

3. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. Liaise with steamer agent for vessel arrival, arrange trailers for taking direct delivery from ship hook, arrange crane to load into trailers and inter-carting of loaded materials to wharf after obtaining permission from Port Trust, unloading using crane at designated wharf.
6. Liaise with BHEL on obtaining OOC, DO and adjustment of port dues to arrange placement of trailers for despatch to units/sites and reload the cargo using crane into trailers for despatch. Obtain requisite documents from BHEL for road transport.

Schedule 1 Serial No. 4 – Scope of work SW4

Applicable activities involved in Break-bulk ODC Cargo including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally

1. Receiving of Import documents from BHEL
2. IA adjustment, Filing bill of entry, customs assessment and obtaining customs out of charge.
3. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. Liaise with steamer agent for vessel arrival, arrange trailers for taking direct delivery from ship hook, inter-carting the loaded materials to wharf after obtaining permission from Port Trust, unloading using crane at designated wharf.
6. Liaise with BHEL on obtaining OOC, DO and adjustment of port dues and completion of formalities to arrange placement of trailers for despatch to units/sites and reload the cargo using crane into trailers for despatch. Obtain requisite documents from BHEL for road transport.

Schedule 1 Serial No.5– Scope of work SW5

Applicable activities involved in transporting by rail wagons of Break-bulk Cargo at applicable Port i.e. Chennai /Ennore/Kattupally

1. On instructions from BHEL, arrange trailers and use crane for loading materials into trailers, inter-carting the materials from wharf to railway siding. Arrange loading of materials onto wagons. Arrange for lashing of materials in rail wagons using suitable lashing materials as per standards and railway safety requirements. Obtain technical permission from railways for wagon removal.
2. Coordinate with customs and railways from placement to removal of wagons for enabling smooth transport by wagons. Obtain requisite documents from BHEL for rail transport, coordinate for wagon removal and obtain RR from railways.

Schedule 1 Serial No. 6 – Scope of work SW6

Applicable activities involved in Break-bulk Bonding and ex-bonding of General Cargo including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally

1. Receiving of Import documents from BHEL
2. IA adjustment, Filing bond bill of entry, obtaining permission for bonding at bonded warehouse customs assessment and obtaining customs out of charge.
3. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. Liaise with steamer agent for vessel arrival, arrange trailers for taking direct delivery from ship hook, arrange crane to load into trailers and inter-cart the loaded materials to bonded warehouse after obtaining permission from Port Trust, unloading using crane at bonded warehouse
6. Liaise with BHEL , file ex bond BE .On obtaining OOC, DO and adjustment of bonded warehouse dues, reload the cargo using crane into trailers for despatch. Obtain requisite documents from BHEL for road transport.

Schedule 1 Serial No. 7 – Scope of work SW7

Applicable activities involved in Break-bulk Bonding and ex-bonding of ODC Cargo including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally

1. Receiving of Import documents from BHEL
2. IA adjustment, Filing bond bill of entry, obtaining permission for bonding at bonded warehouse customs assessment and obtaining customs out of charge.
3. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. Liaise with steamer agent for vessel arrival, arrange trailers for taking direct delivery from ship hook, arrange crane to load into trailers and inter-cart the loaded materials to bonded warehouse after obtaining permission from Port Trust, unloading using crane at bonded warehouse
6. Liaise with BHEL , file ex bond BE .On obtaining OOC, DO and adjustment of bonded warehouse dues, reload the cargo using crane into trailers for despatch. Obtain requisite documents from BHEL for road transport.

Schedule 1 Serial No. 8 – Scope of work SW8

Applicable activities involved in Break-bulk General Cargo including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally

1. Receiving of Import documents from BHEL
2. IA adjustment, Filing bill of entry, customs assessment and obtaining customs out of charge.
3. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.

5. Liaise with steamer agent for vessel arrival, arrange trailers for taking direct delivery from ship hook, arrange crane to load into trailers and inter-cart the loaded materials to wharf after obtaining permission from Port Trust, unloading using crane at designated wharf.
6. On instructions from BHEL, arrange trailers and use crane for loading materials into trailers , intercarting the loaded materials from wharf to BHEL plot/bonded warehouse/ another wharf after obtaining permission from Port Trust, unloading at BHEL plot/bonded warehouse/ another wharf .
7. Liaise with BHEL to arrange placement of trailers for despatch to units/sites and reload the cargo using crane into trailers for despatch. Obtain requisite documents from BHEL for road transport.

Schedule 1 Serial No. 9 – Scope of work SW9

Applicable activities involved in Break-bulk ODC Cargo including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally

1. Receiving of Import documents from BHEL
2. IA adjustment, Filing bill of entry, customs assessment and obtaining customs out of charge.
3. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. Liaise with steamer agent for vessel arrival, arrange trailers for taking direct delivery from ship hook, arrange crane to load into trailers and inter-cart the loaded materials to wharf after obtaining permission from Port Trust, unloading using crane at designated wharf.
6. On instructions from BHEL, arrange trailers and use crane for loading materials into trailers , inter-carting the loaded materials from wharf to BHEL plot/bonded warehouse/ another wharf after obtaining permission from Port Trust, unloading at BHEL plot/bonded warehouse/ another wharf .
7. Liaise with BHEL to arrange placement of trailers for despatch to units/sites and reload the cargo using crane into trailers for despatch. Obtain requisite documents from BHEL for road transport.

Schedule 1 Serial No. 10 – Scope of work SW10

Applicable activities involved in Joint survey of Break-bulk at applicable Port i.e. Chennai /Ennore/Kattupally;

1. Cargo at time of handling if damaged should be brought to notice of BHEL.
2. Joint survey to be arranged in coordination with BHEL.
3. Survey report to be obtained and clearance for despatch to be obtained from BHEL for damaged cargo.

Schedule 1 Serial No. 11 – Scope of work SW11

Segregation of matls from Cargo received including cranage charges for partial dispatch to units/sites for General cargo at Chennai / Ennore / Kattupally Port. Safety of cargo to be

ensured and all port dues to be settled before clearance. In case of damage, instructions as per SW10 to be followed.

Schedule 1 Serial No. 12 – Scope of work SW12

Segregation of matls from Cargo received including cranage charges for partial dispatch to units/sites for ODC cargo at Chennai / Ennore / Kattupally Port. Safety of cargo to be ensured and all port dues to be settled before clearance. In case of damage, instructions as per SW10 to be followed.

Schedule 2 Serial No. 1 – Scope of work SW13

Applicable activities involved in de-stuffed FCL Container Cargo including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally

1. Receiving of Import documents from BHEL
2. Filing bill of entry, customs assessment and obtaining customs out of charge.
3. Liaise with steamer agent for vessel arrival, follow up for movement of containers to CFS. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. Liaise with BHEL on obtaining OOC, DO and adjustment of CFS charges for placement of trailers. Liaise with CFS authorities and arrange to de-stuff FCL containers and subsequent despatch to units/sites after obtaining requisite documents from BHEL for road transport. Hand over empty containers as and when informed by BHEL.

Schedule 2 Serial No. 2 – Scope of work SW14

Applicable activities involved in Bonding and Ex-bonding of FCL Container/ de-stuffed cargo for General Cargo at same CFS without movement to other CFS including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally

1. Receiving of Import documents from BHEL
2. Filing bond bill of entry, customs assessment and obtaining customs out of charge and bonding the cargo at same CFS
3. Liaise with steamer agent for vessel arrival, follow up for movement of containers to CFS. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. Liaise with BHEL and file ex-bond BE. Liaise with BHEL for placement of trailers on obtaining OOC, DO and adjustment of CFS charges ,liaise with CFS authorities and arrange to despatch de-stuffed cargo from FCL containers (if not de-stuffed already while bonding) / despatch stored cargo during bonding and subsequent despatch to units/sites after obtaining requisite documents from BHEL for road transport. Hand over empty containers as and when informed by BHEL.

Schedule 2 Serial No. 3 – Scope of work SW15

Applicable activities involved in Bonding and Ex-bonding of FCL Container/ de-stuffed cargo for ODC Cargo at same CFS without movement to other CFS including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally

1. Receiving of Import documents from BHEL
2. Filing bond bill of entry, customs assessment and obtaining customs out of charge and bonding the container/ cargo at same CFS
3. Liaise with steamer agent for vessel arrival, follow up for movement of containers to CFS. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. Liaise with BHEL and file ex-bond BE. Liaise with BHEL for placement of trailers on obtaining OOC, DO and adjustment of CFS charges ,liaise with CFS authorities and arrange to despatch de-stuffed cargo from FCL containers (if not de-stuffed already while bonding) / despatch stored cargo during bonding and subsequent despatch to units/sites after obtaining requisite documents from BHEL for road transport. Hand over empty containers.

Schedule 2 Serial No. 4 – Scope of work SW16

Applicable activities involved in Bonding and Ex-bonding of FCL Container/ de-stuffed cargo for General Cargo at bonded warehouse/ CFS after movement to other CFS including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally

1. Receiving of Import documents from BHEL
2. Filing bond bill of entry, customs assessment and obtaining customs out of charge and bonding the cargo at other CFS after obtaining permission.
3. Liaise with steamer agent for vessel arrival, follow up for movement of containers to CFS. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. Liaise with BHEL, place trailers and move the containers to another bonded warehouse and arrange to unload the containers, de-stuff the cargo for storing if permitted. On instructions from BHEL, file ex-bond BE. Liaise with BHEL for placement of trailers on obtaining OOC, DO and adjustment of CFS charges ,liaise with CFS authorities and arrange to despatch de-stuffed cargo from FCL containers (if not de-stuffed already while bonding) / despatch stored cargo during bonding and subsequent despatch to units/sites after obtaining requisite documents from BHEL for road transport. Hand over empty containers.

Schedule 2 Serial No. 5 – Scope of work SW17

Applicable activities involved in Bonding and Ex-bonding of FCL Container/ de-stuffed cargo for ODC Cargo at bonded warehouse/ CFS after movement to other CFS including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally

1. Receiving of Import documents from BHEL
2. Filing bond bill of entry, customs assessment and obtaining customs out of charge and bonding the cargo at other CFS after obtaining permission.
3. Liaise with steamer agent for vessel arrival, follow up for movement of containers to CFS. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. Liaise with BHEL, place trailers and move the containers to another bonded warehouse and arrange to unload the containers, de-stuff the cargo for storing if permitted. On instructions from BHEL, file ex-bond BE. Liaise with BHEL for placement of trailers on obtaining OOC, DO and adjustment of CFS charges ,liaise with CFS authorities and arrange to despatch de-stuffed cargo from FCL containers (if not de-stuffed already while bonding) / despatch stored cargo during bonding and subsequent despatch to units/sites after obtaining requisite documents from BHEL for road transport. Hand over empty containers.

Schedule 2 Serial No. 6 – Scope of work SW18

Applicable activities involved in LCL Container Cargo including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally

1. Receiving of Import documents from BHEL
2. Filing bill of entry, customs assessment and obtaining customs out of charge.
3. Liaise with steamer agent for vessel arrival. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. In case of LCL consignments, on obtaining OOC, DO and adjustment of CFS charges and on instructions of BHEL, arrange to despatch LCL cargo directly from CFS in trailers arranged by BHEL after obtaining requisite documents from BHEL for road transport.

Schedule 2 Serial No. 7 – Scope of work SW 19

Applicable activities involved in LCL Container Cargo including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally

1. Receiving of Import documents from BHEL
2. Filing bill of entry, customs assessment and obtaining customs out of charge.
3. Liaise with steamer agent for vessel arrival. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. On obtaining OOC, DO and adjustment of CFS charges and on instructions of BHEL, arrange for movement of cargo to BHEL identified godown, unload using crane..

Liaise with BHEL for placement of truck/trailer and reload LCL cargo for despatch to units/sites after obtaining requisite documents from BHEL for road transport.

Schedule 2 Serial No. 8 – Scope of work SW20

Applicable activities involved in FCL Container Cargo including Import Custom Clearance at applicable Port i.e. Chennai /Ennore/Kattupally.

1. In case of already filed bill of entry for FCL consignments, obtain permission from Customs for de-stuffing and storing the cargo in the same CFS on instructions from BHEL.

Schedule 2 Serial No. 9 – Scope of work SW21

Applicable activities involved in FCL Container Cargo(Without Destuffing) including Import Custom Clearance at applicable Port i.e. Chennai /Ennore / Kattupally

1. Receiving of Import documents from BHEL
2. Filing bill of entry, customs assessment and obtaining customs out of charge.
3. Liaise with steamer agent for vessel arrival and liaise with CFS authorities for movement to CFS, if applicable. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. On obtaining OOC, DO, adjustment of CCTL/CITPL/ CFS charges placement of trailers by BHEL and on instructions of BHEL, arrange for direct despatch of FCL container from CCTL/CITPL/CFS to units/sites (exclusive of carnage charges - Cranage is arranged by CFS and paid directly to CFS by BHEL) after obtaining requisite documents from BHEL for road transport.
6. Obtain Empty return feedback of containers after co-ordination with transporter.

Schedule 2 Serial No. 10 – Scope of work SW22

Applicable activities involved in FCL Container Cargo(Without Destuffing) including Import Custom Clearance at applicable Port i.e. Chennai /Ennore / Kattupally

1. Receiving of Import documents from BHEL
2. Filing bill of entry, customs assessment and obtaining customs out of charge.
3. Liaise with steamer agent for vessel arrival and liaise with CFS authorities for movement to CFS, if applicable. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. On obtaining OOC, DO, adjustment of CCTL/CITPL/ CFS charges placement of trailers by BHEL and on instructions of BHEL, arrange for direct despatch of FCL

container from CCTL/CITPL/CFS to units/sites (inclusive of carnage charges) after obtaining requisite documents from BHEL for road transport.

6. Obtain Empty return feedback of containers after co-ordination with transporter.

Schedule 2 Serial No. 11 – Scope of work SW23

Applicable activities involved in return of empty Container:

1. Arrange for loading of empty containers at CFS/any other customs notified area on completion of de stuffing of imported cargo.
2. Transporting the empty container to nominated steamer agent plot and handing over the same and sending empty return feedback to BHEL within 24 hours of return.

Schedule 2 Serial No. 12 – Scope of work SW24

Applicable activities involved in Joint survey of cargo at CFS at applicable Port i.e. Chennai /Ennore/Kattupally;

1. Cargo at time of handling if damaged should be brought to notice of BHEL.
2. Joint survey to be arranged in coordination with BHEL.
3. Survey report to be obtained and clearance for despatch to be obtained from BHEL for damaged cargo.

Schedule 3 Serial No. 1 – Scope of work SW25

Applicable activities involved in Air Cargo including Import Custom Clearance at Chennai AirPort i.e.

1. Receiving of Import documents from BHEL
2. Filing regular bill of entry, customs assessment and obtaining customs out of charge.
3. Liaise with air consol for cargo arrival. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.

Schedule 3 Serial No. 2 – Scope of work SW26

Applicable activities involved in Air Cargo including Import Custom Clearance at Chennai AirPort i.e.

1. Receiving of Import documents from BHEL
2. Filing bond bill of entry, customs assessment and obtaining customs out of charge.
3. Liasise with air consol for cargo arrival. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.
4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.

5. Customs permission for movement of bonded cargo to bonded warehouse (Transportation charges payable as per SW26). On instructions from BHEL, file ex-bond BE. Obtain OOC.

Schedule 3 Serial No. 3 – Scope of work SW27

Applicable activities involved in Air Cargo including Import Custom Clearance at Chennai AirPort i.e.

1. On obtaining OOC, DO and adjustment of AAI charges , on instructions from BHEL, load cargo for handing over to nominated place of BHEL at Chennai.

Schedule 3 Serial No. 4 – Scope of work SW28

Applicable activities involved in Air Cargo including Import Custom Clearance at Chennai AirPort i.e.

1. On obtaining OOC, DO and adjustment of AAI charges and liaise with BHEL for placement of trailer and load cargo for despatch to units/sites after obtaining requisite documents from BHEL for road transport.

Schedule 3 Serial No. 5 – Scope of work SW29

Applicable activities involved in Air Cargo including Import Custom Clearance at Chennai AirPort i.e.

1. On obtaining OOC, DO and adjustment of AAI charges and liaise with BHEL for placement of trailer and load cargo from CWC/CFS for despatch to units/sites after obtaining requisite documents from BHEL for road transport.

Schedule 4 Serial No. 1 – Scope of work SW30

Applicable activities involved Sea export breakbulk / LCL at Chennai Port:

For breakbulk :

1. Receiving breakbulk cargo from BHEL manufacturing units and unload the cargo using crane at BHEL plot/ other nominated storage area by BHEL.
2. Collect export invoice, packing list and other documents from BHEL and file relevant shipping bill after checklist approval from BHEL.
3. Coordinate with BHEL for vessel arrangement. Arrange for customs inspection and obtain let export. Arrange for payment of port dues from BHEL and process export application.
4. Coordinate with steamer agent for vessel arrival and handover shipping bill and export application in time for vessel berthing.
5. Place trailers at BHEL plot /storage area for intercarting of cargo to the wharf indicated by steamer agent. Load the cargo using crane onto trailers placed and intercart to vessel in time for hatch feeding as per stowage plan of steamer agent.
6. Coordinate for loading cargo into vessel. Prepare BL instructions in coordination with BHEL and arrange releasing of BL in time.

7. Complete post shipment documentation as per instructions of BHEL.

For LCL:

1. Receiving LCL cargo from BHEL manufacturing units and unload the cargo using crane at BHEL plot/ CFS
2. Collect export invoice, packing list and other documents from BHEL and file relevant shipping bill after checklist approval from BHEL.
3. Coordinate with BHEL for vessel arrangement. Arrange for customs inspection and obtain let export. Arrange for payment of port dues/ CFS dues from BHEL and process export application, if applicable.
4. Coordinate with steamer agent for vessel arrival and place trailers at BHEL plot for inter-carting of cargo to CFS indicated by steamer agent. Conduct customs inspection and supervise stuffing of cargo.
5. Coordinate with steamer agent for export .Prepare BL instructions in coordination with BHEL and arrange releasing of BL in time. Complete post shipment documentation as per instructions of BHEL.

Schedule 4 Serial No. 2 – Scope of work SW31

Applicable activities involved Sea export shutout cargo for break bulk at Chennai Port:

1. On instructions from BHEL place trailers at wharf for inter-carting of shutout cargo to BHEL plot. Load the cargo using crane onto trailers placed and inter-cart to BHEL plot vessel in time to avoid demurrage.
2. Receiving shut out break bulk cargo and unload the cargo using crane at BHEL plot.
3. Collect revised export invoice, packing list and other documents from BHEL and file for amendment to shipping bill after checklist approval from BHEL.
4. Complete amendment of shipping bill as per instructions of BHEL.

Schedule 4 Serial No. 3 – Scope of Work SW32:

Applicable activities involved Air export at Chennai

1. Receiving cargo from BHEL manufacturing units and arrange to unload the cargo at BHEL plot /BHEL identified go-down using crane.
2. Collect export invoice, packing list and other documents from BHEL and file relevant shipping bill after checklist approval from BHEL.
3. Coordinate with BHEL for Airway bill.
4. Arrange trailer and load cargo using crane and transport to airport. Arrange for customs inspection and obtain let export. Arrange for payment of airport dues from BHEL
4. Coordinate with airlines for export in coordination with BHEL
5. Prepare AWB instructions in coordination with BHEL and arrange releasing of BL in time.
6. Complete post shipment documentation as per instructions of BHEL.

Schedule 4 Serial No. 4 – Scope of Work SW33:

As and when required, Bidders should be able to arrange for space / area in reputed warehouse not exceeding one 40 FT for temporary storage of cargo at the rates agreed only for the period of use.

Schedule 4 Serial No. 5 – Scope of Work SW34:

Applicable activities involved Sea export of stuffing of FCL cargo at CFS and movement to Chennai Port

1. Receiving cargo from BHEL manufacturing units and arrange to unload the cargo at CFS.
2. Collect export invoice, packing list and other documents from BHEL and file relevant shipping bill after checklist approval from BHEL.
3. Coordinate with BHEL for vessel arrangement. Arrange for customs inspection and obtain let export. Arrange for payment of CFS dues from BHEL
4. Coordinate with steamer agent on instructions from BHEL for plot letter for pickup of empty container. Arrange trailer and pick up empty container and transport to CFS.
5. Conduct customs inspection and supervise stuffing, sealing of cargo.
6. Coordinate with steamer agent for movement of stuffed container for export to the slot in container terminal in coordination with BHEL
7. Prepare BL instructions in coordination with BHEL and arrange releasing of BL in time.
8. Complete post shipment documentation as per instructions of BHEL.

Schedule 5 Serial No. 1 – Scope of Work SW35:

1. For High sea sales, Additional customs clearance charges for processing High seas sales transfer(sea and air Import)/In Bond Transfer

Schedule 5 Serial No. 2 – Scope of Work SW36:

1. Additional customs clearance charges for Registration of Bonds undertakings under any custom notification including notary charges.

Schedule 5 Serial No. 3 – Scope of Work SW37:

- a. Charges for registration of Bonds for DEEC / EPCG licenses / any other licences
- b. Charges for registration of amendment to DEEC / EPCG licence including Enhancement of value /Extension of validity as and when by Govt of India
- c. Charges for registration of amendment including Enhancement of bond value / extension of bond validity of bonds issued under DEEC / EPCG as and when by Govt of India

Schedule 5 Serial No. 4 – Scope of Work SW38:

1. With respect to Project Import Bill of Entry, take up with customs for manual debit of BCD through MEIS at customs..

Schedule 5 Serial No. 5 – Scope of Work SW39:

1. With the Submitted Closure Application filed by BHEL with Customs, CHA has to reconcile the application with Customs (Group 6) and has to obtain the Bond Cancelled and BEs Finalised.

2. Processing the file at section (Group 6), Audit, Legal Review Cell, EDI Section or any other section in Customs will be part of the CHA Activities.
3. CHA has to ensure letters are issued from Customs for any TRA finalisation with other Customs and has to complete BE Finalisation in other Customs Agencies (eg: Air Customs/ICD Tondiarpet) with the TRA issued from Customs.
4. For any excess imports or penalties, working sheets are to be obtained from Customs. Based on BHEL decision, contention with Customs/ payment (via any Mode)/Filing of Appeal shall be taken up with Customs. Follow up for any Show Cause Notice, Personal Hearing or OiO for the particular PI File is part of the Job Constituted.
5. The work is time bound and is deemed complete only after every Bill of Entry filed in the specific file no and Bond Number is finalised with Customs and the submitted Bond during registration is obtained as cancellation and Confirmation Letter from Customs along with Finalised Bills of Entry.

Schedule 5 Serial No. 5 – Scope of Work SW39:

Charges for Project Import Registration at Customs under 98/01 heading. (including incorporation in ICES module)

- a. Fresh Registration of Project Import
 - 1.CHA has to approach customs with file for Verification of documents in Project Import Registration.
 - 2.CHA has to co-ordinate with Customs for sending email to certificate issuing authority for verification of genuineness of Essentiality certificate provided by them.
 3. Once genuineness received from issuing authority, CHA has to approach DC for approval of PI registration.
 - 4.After approval, Co-ordinating with LRC section to feed the line wise item detail along with quantity in PI system.
- b. Amendment for addition/deletion/quantity correction of items
 - 1.CHA has to approach customs with file for Verification of documents in Project Import Registration.
 - 2.CHA has to co-ordinate with Customs for sending email to certificate issuing authority for verification of genuineness of Essentiality certificate provided by them.
 3. Once genuineness received from issuing authority, CHA has to approach DC for approval of PI registration.
 - 4.After approval, Co-ordinating with LRC section to feed the line wise item detail along with quantity in PI system.
- c. Additional bond execution for increase in quantity/value
 1. After CHA has to approach Bond section for increase in quantity/Value.
- d. Bond validity extension
 1. CHA has to approach Bond section for extension of Bond validity.

Schedule 5 Serial No. 6 – Scope of Work SW40:

Charges for registration of MEIS

1. Take up with Concerned section and arrange for registration of MEIS at customs.

Schedule 5 Serial No. 7 – Scope of Work SW41:

Charges for obtaining debit sheets for PI / DEEC / EPCG / MEIS (DCS) as and when required.

1. Take up with concerned section and arrange to get debit sheet of PI / DEEC / EPCG / MEIS (DCS).

Schedule 5 Serial No. 8 – Scope of Work SW42:

Charges for obtaining CRA/TRA per Licence / PI at Customs/ any other release advice against any customs notification.

1. Take up with concerned section and arrange to obtain CRA/TRA per Licence / PI at Customs.

Schedule 5 Serial No. 9 – Scope of Work SW43:

For breakbulk, charges for processing of IA with CHPT including heavy lift endorsement, check weigh endorsement and up to comparing.

1. For break bulk consignment, Take up with Chennai port trust for processing of Import Application including heavy lift endorsement, check weigh endorsement before vessel arrival and adjusting the correct amount from BHEL account.

2. Cargo bill for the IA charges adjusted to be sent as and when IA is adjusted

Schedule 5 Serial No. 10 – Scope of Work SW44:

For breakbulk, charges for further TD (demurrage) adjustment of IA

1. For break bulk consignment, Take up with Chennai port trust for adjusting the Demurrage for the consignment based on BHEL input.

2. Cargo bill for the Demurrage charges adjusted to be sent as and when it is adjusted.

Schedule 5 Serial No. 11 – Scope of Work SW45:

Charges for lodging of container detention charges refund claim with steamer agent / Liner against excess detention paid up to realization including container deposit along with final bill.

Schedule 5 Serial No. 12 – Scope of Work SW46:

Charges for lodging of demurrage / harbour dues refund claim with CHPT against excess demurrage / harbour dues paid up to realisation (refund order)

Schedule 5 Serial No. 13 – Scope of Work SW47:

Charges for OOC cancellation, Recall and reassessment of BE and obtaining final OOC after BE amendment with required changes.

- a.Due to error
- b.Due to Customs Auditing/Show cause notice/any custom notice
- c. Due to Customs Auditing/Show cause notice/any custom notice

Schedule 5 Serial No. 14 – Scope of Work SW48:

Charges for BE cancellation.

Schedule 5 Serial No. 15 – Scope of Work SW49:

Charges for cancellation of PI bond

- 1.With the Submitted Closure Application filed by BHEL with Customs, CHA has to reconcile the application with Customs (Group 6) and has to obtain the Bond Cancelled and BEs Finalised.
- 2.Processing the file at section (Group 6), Audit, Legal Review Cell, EDI Section or any other section in Customs will be part of the CHA Activities.
- 3.CHA has to ensure letters are issued from Customs for any TRA finalisation with other Customs and has to complete BE Finalisation in other Customs Agencies (eg: Air Customs/ICD Tondiarpet) with the TRA issued from Customs.
- 4.For any excess imports or penalties, working sheets are to be obtained from Customs. Based on BHEL decision, contention with Customs/ payment (via any Mode)/Filing of Appeal shall be taken up with Customs. Follow up for any Show Cause Notice, Personal Hearing or OiO for the particular PI File is part of the Job Constituted.
- 5.The work is time bound and is deemed complete only after every Bill of Entry filed in the specific file no and Bond Number is finalised with Customs and the submitted Bond during registration is obtained as cancellation and Confirmation Letter from Customs along with Finalised Bills of Entry.
- 6.Work done towards a cancellation of PI bond shouldn't be claimed under any other SWs.

Schedule 5 Serial No. 16 – Scope of Work SW50:

Charges for cancellation of DEEC/EPCG Bond at Customs after redemption

- 1.After getting EODC from DGFT, Take up with Customs group for cancellation for DEEC/EPCG Bond.
- 2.The work is time bound and is deemed complete only after Confirmation Letter from Customs regarding the cancellation

Schedule 5 Serial No. 17 – Scope of Work SW51:

Charges for regularisation of Expired License- Arranging for payment of duty for excess quantity utilised and obtain endorsement in License

Schedule 5 Serial No. 18 – Scope of Work SW52:

Charges for removal of All Alert- Alert given due to non-fulfillment of EODC for DEEC/ EPCG/PI bond cancellation. Follow up with customs and obtain removal order from customs.

CHA has to inform BHEL about any Customs alert being put immediately without delay.

Take up with customs for removal of alert at the earliest.

Schedule 5 Serial No. 19 – Scope of Work SW53:

Charges for processing refund Claim at Customs including obtaining refund order and credit to BHEL

Once application for refund claim received, CHA to take up the case to Customs and provide required supporting documents to Customs and follow up with customs for processing the refund claim & credit the amount to BHEL on priority.

Schedule 5 Serial No. 20 – Scope of Work SW54:

Charges for obtaining working sheet for PI, DEEC & EPCG for any reasons

For any excess imports or penalties or any other requirement, working sheets are to be obtained from Customs as and when a requirement arises.

Schedule 5 Serial No. 21 – Scope of Work SW55:

Charges for cancellation of EU bond under CN 50/2017 413/414

After receipt of all the certificates/letters from respective unit, take up with customs group for closure of EU bonds under CN 50/2017 413/414. The work is deemed complete only when the cancelled bonds from Customs are submitted to BHEL.

Schedule 5 Serial No. 22 – Scope of Work SW56:

Charges for obtaining Utilisation / Non Utilisation Certificate for DEEC / EPCG Licenses.

As and when required, take up with customs for obtaining Utilisation / Non Utilisation Certificate for DEEC / EPCG Licenses.

Schedule 5 Serial No. 23 – Scope of Work SW57:

Charges for obtaining Duplicate copy of B.E.

Responsibilities & duties of Bidder:

1. Any claim rejection by Insurance authority due to negligence and reason attributable to Bidder shall be on Bidder's account.
2. The Bidder shall ensure the availability of all documents required for lodgement of customs duty benefits. In case of any failure and rejection of export benefit by any agency due to non-submission of required documents for the reasons attributable to Bidder, shall be on Bidder's account.
3. All other documentations required for smooth custom clearance.
4. Co-ordination with respective transport authority for smooth movement of Vehicle like entry permit, way bill/road permit, etc. including any taxes& duties, levies, charges, etc. to be paid Bidder shall acquaint himself by a visit to BHEL plot inside harbour.

CHECK LIST FOR DOCUMENT TO BE UPLOADED

1. Valid Customs House CHA (CHA) License.
2. CA Certificate in the format given along with audited balance sheet.
3. Copies of contract/ work order with satisfactory completion certificate from customer
4. Details of work order / contract in the format given (with Mobile number, email id of Officer-in-charge)
5. Valid GST registration certificate
6. Self-Certification for NOT have been referred to BIFR/NCLT or declared 'SICK' by any statutory Authority.
7. Self-Certification of NOT being banned on business dealing by BHEL/ Govt of India/ any undertaking of Govt. of India.
8. Client certification of the number of BE's handled in the format given
9. Self-certification of not being penalized in any earlier contract with BHEL in the last five years. If mis-declaration found at later date, BHEL reserves the Right to Disqualify Vendor.
10. Power of Attorney & copies of the signing authorities with letter of authorization
11. Partnership deed if applicable
12. Certificate of incorporation.
13. PAN Copy and GST Registration
14. Bank Reference details for electronic Fund transfer as mentioned in the tender.
15. MSME EM II Certificate

CHECK LIST FOR DOCUMENT TO BE SUBMITTED IN HARD COPY

1. Notarized original Customs House CHA (CHA) License

SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SCHEDULE – IV.
- (2) Bidders must go through Guidelines for suspension of business dealings. Guidelines for suspension of business dealings with suppliers/contractors are available on website www.bhel.com on “supplier registration page”.
- (3) **Security Deposit:**
If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute “No Demand Certificate” in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, the amount of Security Deposit will be released to the contractor after deducting all costs , expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.
- (4) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I incase of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-Procurement Portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer

Terms & Conditions of Reverse Auction

For detailed information regarding reverse Auction procedure, please refer BHEL Reverse Auction Policy available at <https://www.bhel.com/guidelines-reverse-auction-2021>

SCHEDULE OF RATES

SCHEDULE 1 :: SEA IMPORT RATES - BREAK BULK CARGO-IMPORT CLEARANCE AND HANDLING CHARGES

General Cargo/ODC import cargo arriving at Chennai/ Ennore and Kattupally Port

SL NO	SW NO	DETAILS OF OPERATION	Tentative load in MT	70% of Average
1	SW1	All Custom clearance, Receiving from Hook and directly loading into Trailers at Wharf or BHEL plot for direct dispatch to units/sites for GENERAL cargo at Chennai/Ennore/Kattupally port.	95.26	93.66
2	SW2	All Custom clearance, Receiving from Hook and directly loading into Trailers at Wharf or BHEL plot for direct dispatch to units/sites for ODC cargo at Chennai/Ennore/Kattupally port.	285.78	143.25
3	SW3	All Custom clearance, Receiving from Hook, Unloading, Inter carting to wharf and Cranage Charges up to reloading into trailers at Wharf for dispatch to units/sites for General cargo at Chennai/Ennore/Kattupally port.	8573.4	112.61
4	SW4	All Custom clearance, Receiving from Hook, Unloading, Inter carting to wharf and Cranage Charges up to reloading into trailers at Wharf for dispatch to units/sites for ODC cargo at Chennai/Ennore/Kattupally port.	95.26	740.11
5	SW5	All Custom clearance, Receiving from Hook, Intercarting to wharf, Unloading and Cranage Charges up to loading materials onto WAGONS using suitable lashing material as per Port safety standards for direct dispatch to units/sites for General cargo/ ODC cargo at Chennai/ Ennore/ Kattupally Port. This is including all coordination activities with customs and Railways from placement to removal of wagons. All materials used for lashing shall be new and using old materials, sleeper etc, is not permitted. The quoted rate should include lashing & packing materials also. (Cargo type shall be pipes, tubes, H Beams, plates, etc)	381.04	340.98
6	SW6	a. All Custom clearance, Receiving from Hook, Intercarting and Cranage Charges, completing custom formalities and bonding at Bonded Warehouse for GENERAL cargo at Chennai/Ennore/Kattupally Port	0	202.43
		b. Exbonding of consignment, completing custom formalities, loading onto trailers for dispatch to units/sites for GENERAL cargo at Chennai/Ennore/Kattupally Port	0	184.93
7	SW7	a. All Custom clearance, Receiving from Hook, Intercarting and Cranage Charges, completing custom formalities and bonding at Bonded Warehouse for ODC cargo at Chennai/ Ennore/ Kattupally Port	0	607.97
		b. Exbonding of consignment, completing custom formalities, loading onto trailers for dispatch to units/sites for ODC cargo at Chennai/ Ennore/ Kattupally Port	0	607.97
8	SW8	All Custom clearance, Receiving from Hook, Unloading, Intercarting to another wharf, obtaining Customs OOC, INTERCARTING TO BHEL PLOT, unloading at BHEL plot and reloading onto trailers, including cranage charges for dispatch to units/sites for GENERAL cargo at Chennai/ Ennore/ Kattupally Port.	95.26	448.01

9	SW9	All Custom clearance, Receiving from Hook, Unloading, Intercarting to another wharf, obtaining Customs OOC, INTERCARTING TO BHEL PLOT, unloading at BHEL plot and reloading onto trailers, including craneage charges for dispatch to units/sites for ODC cargo at Chennai/ Ennore/ Kattupally Port.	0	590.89
10	SW10	Arranging joint survey in case of cargo damage at wharf, along with steamer agent surveyor.	0	788.33
11	SW11	Segregation of matls from Cargo received including craneage charges for partial dispatch to units/sites for General cargo at Chennai / Ennore / Kattupally Port.	0	229.38
12	SW12	Segregation of matls from Cargo received including craneage charges for partial dispatch to units/sites for ODC cargo at Chennai / Ennore / Kattupally Port.	0	586.15
		NOTE for Sl. No. 5 : Minimum Three lashings to be done per Wagon so as to meet safety regulations and clearance of Traffic control Railways.		
		Note: ODC Cargo single package Dimension = Length>12.5m II Breath> 2.5 m II Height. 2.5 m or weight >30 Mt , any one parameter		

SCHEDULE OF RATES

SCHEDULE 2 :: SEA IMPORT RATES - FCL/LCL CARGO IMPORT CLEARANCE AND HANDLING CHARGES

FCL/ LCL import cargo arriving at Chennai/ Ennore and Kattupally Port

SL. NO.	SW NO	DETAILS OF OPERATION	Tentative load in MT	Rate in Rupees per Metric Tonne
1	SW13	All Custom Clearance, co-ordinating with CFS for arranging destuffing of FCL Cargo at CFS, Loading of destuffed Cargo onto Trucks/Trailers/Wagons for direct despatch to Units/sites (DO and revalidated DO collection from freight forwarders and liners included).	17758.8	107
2	SW14	a. All Custom clearance, obtaining permissions from Customs, obtaining OOC for the cargo, destuffing of FCL cargo and bonding consignment at SAME CFS without movement of containers to other bonded Warehouse for GENERAL CARGO at Chennai/ Ennore/ Kattupally port.	1183.92	159
		b. Exbonding of consignment, completing custom formalities, co-ordinating with CFS for loading onto trailers/ Wagons for direct dispatch to units/sites for GENERAL CARGO at Chennai/ Ennore/ Kattupally port.		119
3	SW15	a. All Custom clearance, obtaining permissions from Customs, obtaining OOC for the cargo, destuffing of FCL cargo and bonding consignment at SAME CFS without movement of containers to other bonded Warehouse for ODC CARGO at Chennai/ Ennore/ Kattupally port.	0	218
		b. Exbonding of consignment, completing custom formalities, co-ordinating with CFS for loading onto trailers/ Wagons for direct dispatch to units/sites for ODC CARGO at Chennai/ Ennore/ Kattupally port.		178
4	SW16	All Custom clearance, obtaining permissions from Customs, obtaining OOC for the cargo, destuffing of FCL cargo and bonding consignment AFTER movement of containers to other other bonded Warehouse. Exbonding of consignment, completing custom formalities, loading onto trailers/ Wagons for direct dispatch to units/sites for GENERAL CARGO at Chennai/Ennore/Kattupally port.	197.32	301
5	SW17	All Custom clearance, obtaining permissions from Customs, obtaining OOC for the cargo, destuffing of FCL cargo and bonding consignment AFTER movement of containers to other other bonded Warehouse. Exbonding of consignment, completing custom formalities, loading onto trailers/ Wagons for direct dispatch to units/sites for ODC CARGO at Chennai/Ennore/Kattupally port.	0	467
6	SW18	Completing all Customs clearance of LCL cargo, loading of consignment onto trailers/ lorry for direct despatch to units/sites inclusive of Crancode charges. Collection of DO from all freight forwarders included.	394.64	782

7	SW19	Completing all Customs clearance, arranging for movement of LCL cargo from CFS to CHA godown/unloading at BHEL identified godown and re-loading for despatch to units/sites inclusive of Cranage charges at BHEL identified godown.	197.32	1059	
8	SW20	Obtaining destuffing permission from Customs for FCL consignments due to unforeseen delay in custom clearance activity.	Rate in Rs. per BE Qty : 5	901	
9	SW21	All Customs clearance, co-ordinating for loading of FCLs in to trailers (without destuffing) at CCTL/CITPL/CFS for DIRECT DESPATCH to units/Sites for GP/OT/ FR/REEFER Containers exclusive of cranage charges(Cranage is arranged by CFS and paid directly to CFS by BHEL) as per scope of work and in line with Tender conditions at Chennai/ Ennore/ Kattupally port and CFS.		Rate per 40/45 Ft.	Rate per 20 Ft.
			QTY : 40/45 FT- 100, 20 FT-40	2053.33	1516.67
10	SW22	All Customs clearance, co-ordinating for loading of FCLs in to trailers (without destuffing) at CCTL/CITPL/CFS for DIRECT DESPATCH to units/Sites for GP/OT /FR/REEFER Containers inclusive of cranage charges as per scope of work and in line with Tender conditions at Chennai/ Ennore/ Kattupally port and CFS.	QTY : 40/45 FT- 20, 20 FT- 10	2049.39	1611.53
11	SW23	Charges for movement of empty containers from CFS to liner nominated empty yard	QTY : 40/45 FT- 10, 20 FT- 5	2492.57	1630.36
12	SW24	Arranging joint survey in case of cargo damage at wharf, along with steamer agent surveyor	Rate/BL QTY - 2	1401	
		Note: ODC Cargo Dimension = Length>12.5m II Breath> 2.5 m II Height. 2.5 m or weight more than 30 MT, any one parameter			

SCHEDULE OF RATES

Schedule-3 :: AIR IMPORT CLEARANCE AND HANDLING CHARGES

AGENCY CHARGES FOR AIR IMPORT			(Air import consignments in which a single package weight more than 5 MT or any one dimension of the package which exceeds the following :: length 6 mtrs, breadth 2.5 mtrs & height 2 mtrs :: is treated as ODC)										
CLEARANCE UP TO LOADING				No of BE			Rate in Rs. per BE						
SL NO	SW NO	PARTICULARS OF OPERATION		upto 2000 Kgs	above 2000 Kgs and upto 5000 kgs	above 5000 Kgs/ODC Cargo	Rate Rs. /BE upto 2000 Kgs	Rate Rs. /BE above 2000 Kgs and upto 5000 Kgs	Rate Rs. /BE above 5000 Kgs / ODC cargo				
1	SW25	Carrying out all custom clearance activities till obtaining OOC from Customs and collecting delivery order from freight forwarder	MERIT/DEEC/PI/OTHER C N Reimport (Home consumption)	40	2	1	1014.95	1165.06	1885.50				
2	SW26		BOND /EXBOND (including bonding under sec 59/69 of customs act)	3	0	0	676.26	862.05	1490.48				
TRANSPORT CHARGES FOR Cleared Air Cargo for each consignment				No of BE			Rate in Rs. per BE						
				Upto 50 Kgs	51 Kgs - 100 Kgs	101 kgs- 1000 kgs	1001 kgs- 5000 kgs	above 5000 Kgs	Upto 50 Kgs	51 Kgs- 100 Kgs	101 to 1000 Kgs	1001 to 5000 Kgs	above 5000 Kgs
3	SW27	Transportation from AAI / Foreign post office / Courier office and handing over to BHEL nominated place / CHA godown/ CWC / Domestic Airport and CFS at Chennai		3	3	4	2	1	735.00	980.00	1773.33	3033.33	4596.67
4	SW28	Transportation from AAI / Foreign post office / Courier office onto vehicle placed by BHEL for direct dispatch to site/ units		10	5	10	5	0	583.33	828.33	1516.67	2683.33	3966.67
5	SW29	Transportation from CWC/CFS - after Ex-bonding onto vehicle placed by BHEL for direct dispatch to site/ units		1	1	1	0	0	583.33	828.33	1516.67	2683.33	3966.67

Note : Gross Weight indicated in Bill of Entry will be considered for payment of all activities

SCHEDULE OF RATES
SCHEDULE - 4 :: EXPORT (AIR & SEA)

Sl No	SW NO	Details of operation	Qty(FRT)	Rate per FRT
1	SW30	All customs clearance, receiving Break Bulk Cargo/LCL Cargo, Unloading at BHEL plot/CHA storage area (as in sl no 04 below)/other storage area identified (as informed by M/s BHEL) inclusive craneage charges. Reloading on arrival of ship onto trailers, move to under hook of ship and coordinate for loading onto ship (obtaining let export included) at Chennai /Kattupally /Ennore.	100	252
2	SW31	All customs clearance, loading at Wharf, intercarting and unloading of Shut out cargo after completion of all documentation and inclusive Craneage charges at Chennai / Kattupally / Ennore.	0	105
3	SW32	All customs clearance, Collecting Export Air Cargo from BHEL plot/CFS/CHA storage area (as in sl no 04 below)/BHEL identified godown Chennai and transport to AAI chennai and export it inclusive of Craneage Charges (obtaining let export included) at Chennai/Kattupally/Ennore.	40	478
4	SW33	As and when required, Bidders should be able to arrange for space / area in reputed warehouse not exceeding one 40 FT for temporary storage of cargo at the rates agreed only for the period of use.	Max. 100 FRT	840
				Rate per container
			20 FT QTY	40 FT QTY
5	SW34	All customs clearance, arranging to receive and unload the cargo at CFS, movement of Empty containers from steamer agents plot to CFS, unloading, customs supervision, sealing, loading at CFS, transportation and unloading the stuffed container at CCTL/CFS/any other nominated wharf and Customs Clearance Charges (obtaining Let export included) at Chennai / Kattupally / Ennore.	10	10
			6313	8053

SCHEDULE OF RATES
SCHEDULE - 5 :: GENERAL ACTIVITIES

S1	SW NO	Details of operation	Unit of Measurement	Qty	70% of Average
1	SW35	Additional customs clearance charges for processing High seas sales transfer(sea and airImport)/In Bond Transfer	Rate in Rs. / BE	5	332
2	SW36	Additional customs clearance charges for Registration of Bonds undertakings under any custom notification including notary charges/	Undertaking / Bond	100	521
3	SW37	a. Charges for registration of Bonds for DEEC / EPCG licenses / any other licences	Per licence	2	796
		b. Charges for registration of amendment to DEEC / EPCG licence including Enhancement of value /Extension of validity as and when by Govt of India	Per licence	5	752
		c.Charges for registration of amendment including Enhancement of bond value / extension of bond validity of bonds issued under DEEC / EPCG as and when by Govt of India	Per licence	5	813
4	SW38	Charges for debit of BCD through MEIS in B/E assessed under PI.	Rate/ BE	100	1008
5	SW39	Charges for Project Import Registration at Customs under 98/01 heading. (including incorportaing in ICES module)			
		a. Fresh Registration of Project Import	Per Registration	10	5483
		b. Amendment for addition/deletion/quantity correction of items	Per Registration	2	1377
		c. Additional bond execution for increase in quantity/value	Per Registration	2	1377
		d. Bond validity extension	Per extension	5	1610
6	SW40	Charges for registration of MEIS	Rate per licence	5	1982
7	SW41	Charges for obtaining debit sheets for PI / DEEC / EPCG / MEIS (DCS) as and when required	Rate per Project/License	20	566
8	SW42	Charges for obtaining CRA/TRA per Licence / PI at Customs/ any other release advice against any customs notification.	Per CRA / TRA	2	736
9	SW43	For breakbulk, charges for processing of IA with CHPT including heavy lift endorsement, check weigh endorsement and up to comparing.	Per BL / IA	15	701
10	SW44	For breakbulk, charges for further TD (demurrage) adjustment of IA	Per adjustment per BL	5	627
11	SW45	Charges for lodging of container detention charges refund claim with steamer agent / Liner against excess detention paid up to realization including container deposit along with final bill	Per claim	10	410
12	SW46	Charges for lodging of demurrage / harbour dues refund claim with CHPT against excess demurrage / harbour dues paid up to realisation (refund order)	Per IA	5	577

13	SW47	Charges for OOC cancellation, Recall and reassessment of BE and obtaining final OOC after BE amendment with required changes			
		a. Due to error	Rate per BE	5	2683
		b. Due to Customs Auditing/Show cause notice/any custom notice	Rate per BE	5	2683
		c. Due to DRI or any other external agency	Rate per BE	5	1867
14	SW48	Charges for BE cancellation.	Rate per BE	1	2635
15	SW49	Charges for cancellation of PI bond			
		a) For PI Licenses with less than 10 BEs for Finalisation	Rate per Bond Cancellation	2	5250
		b) For PI Licenses with 10 - 25 BEs for Finalisation	Rate per Bond Cancellation	2	6650
		c) For PI Licenses with 26 - 50 BEs for Finalisation	Rate per Bond Cancellation	2	8983
		d) For PI Licenses with 51 - 100 BEs for Finalisation	Rate per Bond Cancellation	2	14233
		e) For PI Licenses with 100+ BEs for Finalisation	Rate per Bond Cancellation	2	18842
16	SW50	Charges for cancellation of DEEC/EPCG Bond at Customs after redemption	Rate per License	10	1811
17	SW51	Charges for regularisation of Expired License- Arranging for payment of duty for excess quantity utilsed and obtain endorsement in License	Rate per License	2	1745
18	SW52	Charges for removal of All Alert- Alert given due to non-fulfillment of EODC for DEEC/ EPCG/PI bond cancellation. Follow up with customs and obtain removal order from customs	Rate per Alert	5	1428
19	SW53	Charges for processing refund Claim at Customs including obtainining refund order and credit to BHEL	Rate/ BE	5	5074
20	SW54	Charges for obtaining working sheet for PI, DEEC & EPCG for any reasons.	Rate/ BE	10	668
21	SW55	Charges for cancellation of EU bond under CN 50/2017 413/414	Rate/Bond	500	700
22	SW56	Charges for obtaining Utilisation / Non Utilisation Certificate for DEEC / EPCG Licenses	Rate per Certificate issued	1	5250
23	SW57	Charges for obtaining Duplicate copy of B.E.	Rate/ BE	5	3033

SCHEDULE-6

Total CHA Rates for one year in Rs		
1	BREAK BULK	
2	FCL-LCL	
3	AIR IMPORT	
4	EXPORT	
5	GENERAL ACTIVITIES	
6	CHA salary (12 staff * Rs.17600/ month / staff * 12 months)**	2534400
	Total (Taxes Extra at Actuals)	

**Schedule-6 CHA payment is fixed will not be taken for evaluation.

Schedule - XV FORMATS

ANNEXURE IX

Air Formats

SECTION VIII

Format – VI

AIR IMPORT

MONTHLY PERFORMANCE OF CHA

Period from to

CHA Signature

Date:

SECTION VIII**Format – VII****I. AIR EXPORT****BI-MONTHLY REPORT****Period from to**

SINo.	EXPORT INVOICE NO.	DATE	S/B NO.	DATE	STATUS

II. SEA EXPORT**A. BREAK BULK**

SINo.	EXPORT INVOICE NO.	DATE	S/B NO.	DATE	STATUS

B. LCL SHIPMENT

SINo.	EXPORT INVOICE NO.	DATE	S/B NO.	DATE	STATUS

C. FCL SHIPMENT

SINo.	EXPORT INVOICE NO.	DATE	S/B NO.	DATE	STATUS

CHA Signature
Date:

SECTION VIII

Format – VIII

I. AIR IMPORT WAREHOUSE / DEMURRAGE CHARGES REASON

AC No.:	AWB No.	Dt.	HAWB No.
Unit:	PO No.:	BE No.	Dt.
No. of pkgs:	Weight in Kg:	AWH Charges Rs.	Days. MOA/PO h/o to CHA
Documents recd from ACA/ Air lines on:		Documents h/o to CHA:	
Documents h/o to CHA for TRA/CRA		RA recd at ACC on:	
BE assessed on :		Duty paid on	
Examination on:		Examination & physical clearance on:	
Start date/last input to CHA on:		Net working days:	
Reason for warehousing charges:			
Deduction proposed;			
<ul style="list-style-type: none"> A) Delay due to CHA B) Delay due to Air consol C) Proposed for regularisation 			
SE/AC	SM/MS	MGR/FIN	AGM ROD SR

Sea Format

Format – II

SEA IMPORT

MONTHLY PERFORMANCE OF CHA

Period from _____ **to** _____

CHA Signature
Date:

Format – III**I. SEA IMPORT DEMURRAGE CHARGES REASON**

MBL No.:	BL No.	Dt.	HBL No.	Dt. .
Unit:	PO No.:	BE No.	IA No.	Dt.
No. of pkgs:	Weight in Kg:	Demurrage Charges Rs.		Days.
Documents recd from Supplier Agent/Bank:	Documents h/o to CHA:	MOA/PO to CHA	OBL received on	
Documents h/o to CHA for TRA/CRA	RA recd at MCH on:			
BE assessed on:	Duty paid on			
Examination on:	Physical clearance on:			
Start date/last input to CHA on:	Net working days:			
Reason for Demurrage charges:				
Deduction proposed;				
A) Delay due to CHA				
B) Delay due to System Failures / non-availability of trailer				
C) Proposed for regularization				
MGR/CS	DGM/MS	DGM/FIN	AGM ROD SR	

Format 1

CHA Name:

Daily status Report Sea Import

S 1 . N o	C on tr ol N o	D o cu me nt R e cei ve d Da te	Pur cha se ord er no	M O n o D a t e	U n o D a t e	Li c e nc e no D a t e	M B L H B L N o & d at e	Des crip ti on Of Pa ck ag e	N o Of Pa ck ag e	W ei g ht	FC L/L CL/ BB	V es se I N a m e	I G M D a t e	A rr iv al D a t e	C he ck lis t ap pr ov e da te	B E N o	B E d a t e	B E d a t e	Ass ess abl e val ue	B E ss e d a t e	D u t y A m ou nt	D u t y A m ou nt	T R 6 c h a n N o	D O re cei v a li d	D O v a li d	Op en/ gre en Ch ann el	C F S n a m e	I A fi ll e d o n	Ins pec tio n dat e	O O C D a t e	Re m ar ks
				</td																											

Format – IV

I. CONTAINER DETENTION CHARGES REASON

Cntrl No.:	Vessel Name	B L No	.	dt.
Detention No.		BE No.		
Unit:	PO No.:	Dt.		
		IA No.		Dt.
No. of Containers : 20'	40'	Weight in Kg:	Detention Charges Rs.	Days.
Documents recd from Supplier Agent/Bank:			Documents h/o to CHA:	MOA/PO to CHA
			OBL received on	
Documents h/o to CHA for TRA/CRA			RA recd at MCH on:	
BE assessed on:			Duty paid on	
Examination on:			Physical clearance on:	
Start date/last input to CHA on:			Net working days:	
Reason for Detention charges:				
Deduction proposed;				
A) Delay due to CHA				
B) Delay due to System Failures / non-availability of trailer				
C) Proposed for regularization				
MGR/CS	DGM/MS	DGM/FIN	AGM ROD SR	

Schedule - XVI

GLOSSARY

GLOSSARY OF TERMS USED IN THIS TENDER

1	A/c	: Account
2	BE	: Bill of Entry
3	BL	: Bill of Lading
4	CCTL	: Chennai Container Terminal
5	CDE	: Customs Duty Exemption
6	CFS	: Container Freight Station
7	CHA	: Custom House Agents
8	CHD	: Cargo Handling Division
9	CHPT/CPT	: Chennai Port Trust
10	CITPL	: Container International Terminal Private Limited
11	CN	: Customs Notification
12	CRA	: Customs Release Advice
13	CWC	: Central Warehousing Corporation
14	DEEC	: Duty Exemption Entitlement Certificate
15	DGFT	: Directorate General Foreign Trade
16	EA	: Export Application
17	EDI	: Electronic Data Interface
18	EMD	: Earnest Money Deposit
19	EODC	: Export Obligation Discharge Certificate
20	EPCG	: Export Promotion Capital Goods
21	ESI	: Employees State Insurance
22	FCL	: Full Container Load
23	FLT	: Fork Lift
24	FMS	: Focus Market Scheme
25	FR	: Flat Rack
26	GP	: General Purposes
27	IA	: Import application
28	ICD	: Inland Container Depot
29	ISI	: Indian Standard Institution
30	JDGFT	: Joint Directorate General Foreign Trade
31	LCL	: Less Container Load
32	LFD	: Last Free Date
33	LoLo	: Lift on Lift Off
34	LUT	: Letter of Undertaking
35	OBL	: Original Bill of Lading
36	ODC	: Over Dimension Cargo
37	OOC	: Out of Charge
38	OT	: Over Time
39	PF	: Provident fund
40	PI	: Project Import
41	PNR	: Public Notice Registration
42	PPE	: Personal Protective equipment

43	SB	: Shipping Bill
44	SFIS	: Served From India Scheme
45	T.NOTE	: Transport Note
46	THC	: Terminal Handling Charges
47	TRA	: Telegraphic Release Advice
48	TXR	: Train Examiner