



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार के एक उपक्रम)

क्षेत्रीय परिचालन प्रभाग, मुंबई, 14 वें तल, वर्ल्ड ट्रेड सेंटर -1, कफ परेड, कोलाबा, मुंबई -400005

फोन: 022-22171376/ 350/ 372/ 301/ 305/ 345/ 344/ 373 ईमेल : mssea@bhel.in, msair@bhel.in

संदर्भ संख्या. RE/MUM/IMP/AC/CH-2236

दिनांक 28.12.2022

प्रति,

एम _____

प्रिय मोहदय / महोदया,

विषय: समाशोधन और अग्रेषण एजेंट की नियुक्ति के लिए निविदा।

भारत हेवी इलेक्ट्रिकल्स लिमिटेड एक उर्जा उपकरण विनिर्माण कंपनी है और इंजीनियरिंग माल को निर्यात करना चाहता है। आपके सबसे प्रतिस्पर्धीत प्रस्ताव निम्नलिखित शर्तों पर उपरोक्त विषय के परिवहन के लिए आमंत्रित कर रहे हैं .

निविदा मे निम्नलिखित शामिल हैं

- | | |
|--|-----------|
| 1) सामान्य जानकारी और कार्य का क्षेत्र | - खंड -I |
| 2) टेंडर्स के लिए निर्देश | - खंड -II |
| 3) विशेष शर्तें - | - खंड-III |
| 4) सामान्य नियम और शर्तें | -खंड -IV |
| 5) तकनीकी वाणिज्यिक शर्तें -खंड -V | |
| 6) अनुपालन पत्र | -खंड -VI |
| 7) दर अनुसूची मूल्य बोली | खंड - VII |

प्रस्ताव प्रस्तुत करने के लिए दिशानिर्देश:

1.निविदा का संचालन और मूल्यांकन ई लेटफॉर्म प्रोक्योरमेंट प-प्रोक्योरमेंट सिस्टम के माध्यम से ऑनलाइन किया जाएगा। बोलीदाता अपनी प्रतिक्रिया ई-<https://eprocurebhel.co.in> पर निविदा में जमा करके अपनी प्रतिक्रिया प्रस्तुत करेगा।

2.सफल बोलीदाता सभी प्रकार से अनुबंध को पूरा करने के लिए जिम्मेदार होगा। ईप्रोक्योरमेंट पोर्टल के माध्यम से टेक्नो कमर्शियल ऑफर खोले जाएंगे। इस निविदा - को ऑनलाइन रिवर्स नीलामी के माध्यम से अंतिम रूप दिया जाएगा। बोलीदाताओं से अनुरोध है कि वे ऑनलाइन ईप्रोक्योरमेंट पोर्ट- सिस्टम के माध्यम से अपने सर्वाधिक प्रतिस्पर्धी मूल्य उद्धृत करें।

ईप्रोक्योर पोर्टल से संबंधित प्रश्नों के लिए बोलीदाता निम्नलिखित से संपर्क कर सकते हैं

eprocurebhel customer support team

Tele No: 0120-4001002, 0120-4001005, 0120-6277 787

Email ID : support-eproc@nic.in

ईप्रोक्योर पोर्टल पंजीकरण मुफ्त है और प्रक्रिया पोर्टल में प्रदान की जाती है। <https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page> बोलीदाताओं से अनुरोध है कि वे नियत तारीख और समय के भीतर अपनी बोलियां प्रस्तुत करें।

3.प्रस्तावों में शामिल होंगे:

ए। ईएमडी :- रुपये की ईएमडी। 112137/- एनईएफटी/आरटीजीएस के माध्यम से जमा किया जाना है। निधि को कंपनी के बैंक खाते में स्थानांतरित किया जा सकता है, जिसका विवरण इस प्रकार है:

नाम: भारत हेवी इलेक्ट्रिकल्स लिमिटेड,

बैंक और शाखा: भारतीय स्टेट बैंक, कफ परेड शाखा,

खाता संख्या: 10783155482,

IFSC कोड: SBIN0005345।

ईएमडी को बोली जमा करने की नियत तारीख और समय से पहले जमा किया जाना चाहिए। बिना ईएमडी वाले प्रस्तावों पर मूल्यांकन के लिए विचार नहीं किया जाएगा। यूटीआर विवरण पोर्टल पर अपलोड किया जाना है। कोई हार्ड कॉपी डीडी स्वीकार नहीं की जाएगी।

बी। भाग-तकनीकी वाणिज्यिक बोली। दिए गए दिशा - 1-निर्देशों के अनुसार प्रस्तुत किया जाना चाहिए।

सी। भागनिर्देशों के अनुसार प्रस्तुत किया जाना चाहिए।-मूल्य बोली। दिए गए दिशा - 2-

भेल कार्यालय में निविदा दस्तावेजों की कोई हार्ड कॉपी स्वीकार नहीं की जाएगी।

आपको धन्यवाद,

आपका विश्वासी

भारत हेवी इलेक्ट्रिकल्स लिमिटेड के लिए

उपा प्रबंधक (आयात) अनुलग्नक: खंड- I से VII और अनुलग्नक



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

Regional Operation Division,

14-15TH, Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone:022-22171376/ 350/ 372/ 301/ 345/ 344/ 373 Email : mssea@bhel.in, msair@bhel.in

No. RE/MUM/IMP/AC/CH-2236

Date: 28/12/2022

To

M/s _____

Dear Sirs,

Sub: Tender for appointment of Clearing & Forwarding Agent.

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

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

The tender comprises of

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

GUIDELINES FOR OFFER SUBMISSION:

- The tender is two part bid i.e. Techno commercial bid and price bid.** The tender will be conducted and evaluated online through e-Procurement System. The bidders shall submit their bid on e-Procurement platform at <https://eprocurebhel.co.in>
- Techno commercial offers shall be opened through the E-Procurement portal. Price bid of technically qualified bidder will be opened via E-procure portal. Reverse auction will be conducted for this tender. Successful bidder will be decided after reverse auction. Successful bidder shall be responsible for completion of the contract in all respects. For support regarding e-tendering system, bidders may contact following:**
eprocurebhel customer support team
Tele No: 0120-4001002, 0120-4001005, 0120-6277 787
Email ID : support-eproc@nic.in
Bidder registration is for free and the procedures are provided in the portal. <https://eprocurebhel.co.in/nicgep/app?page=BiddersManualKit&service=page>. **Bidders are requested to submit their bids within submission due date and time.**
- The offers shall Include:
 - EMD :-** The EMD of **Rs. 112137/-** to be submitted through NEFT/RTGS. The fund may be transferred to Company **Bank Account the details of which are:**
Name: Bharat Heavy Electricals Limited,
Bank & Branch: State Bank of India, Cuffe Parade Branch,
Account No: 10783155482,
IFSC Code: SBIN0005345.
EMD must be deposited before bid submission due date and time. The offers without EMD will not be considered for evaluation. UTR details to be uploaded on portal. NO hard copy DD shall be accepted.
 - Part-1 – Techno Commercial Bid. Should be submitted as per guideline provided.
 - Part-2 – Price Bid. Should be submitted as per guideline provided.

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

Thanking you,

Yours faithfully

For Bharat Heavy Electricals Limited

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

SECTION - I
General information & Scope of Work

Bharat Heavy Electricals Limited, an Authorized Economic operator, is one of the largest Engineering and Manufacturing Enterprise in India catering to core sectors of the Indian economy viz. Power Generation & transmission, Industry, Transportation, Renewable Energy, Defence etc.

Company's Mumbai office is supporting its various manufacturing units/factories for custom clearance of Imports and Exports from/to various countries. BHEL intend to appoint Clearing & Forwarding Agent, for custom clearance, handling, transportation and related activities for Import/Export of consignments at Mumbai port, Nhava Sheva Ports, Air Cargo Complex, FTWZ and CFS. To achieve the same, online E-tenders are invited from AEO/LO accredited Customs registered Clearing & Forwarding Agent for the above activities.

BHEL exports to various countries by Sea, Air or Road which can be categorised in following: a) Export of multi modal project shipment, b) Export of defective/damaged items to the countries of import, c) Export of items for repair, calibrations, testing etc. d) Export of Containerised / Break bulk Cargo by Sea, Air or Road to various projects.

Company has finalized CFS currently with M/s JWC Logistics Park Pvt. Ltd and maximum number of FCL consignments are likely to be customs cleared at the this CFS for imports, whereas for export clearance will happen at CFS chosen by freight forwarding agent at JNPT.

The contractor will be required to perform all duties as prescribed under the Customs Act 1962 and Customs House Agents Regulations 1984 or any other relevant act and as amended from time to time, Maharashtra Mathadi, Hamal and Other Manual Workers (Regulation of Employment and Welfare) Act, 1969 etc.

1	Name and Contact Details of the Person for Queries in the Tender	1]Vishnu Waradkar, Executive (Sea Imports) Ph:022-22171372,Mo: 8779669958, varadkar@bhel.in 3]Mrs. Asa M Angelina Khalkho, Dy Manager (Air Imports) Ph:02222171376,Mo:Mobile:9997092528, asamanin@bhel.in 4] Mr. Amit Kumar, Dy. Manager(Exports) Ph:02222171350,Mo:Mobile:9884657089, amitkumar.s@bhel.in For Escalation: 5] Mr. Sanjeev Shikhare, AGM (MS) Ph: 022-22171301, rodsds@bhel.in
3.	Pre Bid Clarifications	May be obtained vide email/telephone/visit to our office before due date
4.	Last Date of Submission of the Tender through e-Procurement system	07.01.2023 03:00 PM
5	Due date of tender opening (technical bid)	07.01.2023 , 1505 hrs

SCOPE OF WORK:

The scope of work shall include clearing, Handling forwarding, warehousing and transportation of Imported/ to be exported materials.

1. Handling and Storage of cargo /packages:

- 1.1. The contractor must have two warehouses, one closed and one open. The closed warehouse must have sufficient space to store approx. 2000 CBM. The open area of the warehouse should be approx. 10000 sq. meters. In case, due to large inflow of company materials at any point of time and the present warehouse space is not enough, the contractor has to inform BHEL and arrange additional suitable space. The storage charges for additional storage will be paid as per contractual rates only, no additional cost will be provided.
- 1.2. The warehouse should be AEO LO certified (copy to be shared)
- 1.3. Warehouse should have fire NOC and NOC to keep HAZ cargo from required agencies.
- 1.4. Safety of cargo in custody of contractor will be contractor responsibility. In case of damage to consignment stored in contractor's warehouse due to contractor's negligence, the same must be informed to company to enable process for insurance and repacked without extra cost to BHEL.
- 1.5. *If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim for damage to Company/its Customer's property, if Company is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.*
- 1.6. Both warehouse should have sufficient:
 - a) Space for smooth operation of forklift and crane.
 - b) Material handling facility as per nature of cargo.
 - c) Warehouse must have Weighment facility (Min up to 10MT).
 - d) Round the clock security arrangement including CCTV arrangements to ensure safety of cargo. Communication facility (Phone, Workstation/PCs for email, whatsapp for video calling etc).
 - e) CCTV camera at necessary places.
 - f) Must have 24 hrs electricity and proper lighting to ensure 24 hrs operations. Warehouse must have approachable road all-round the year.
 - g) The warehouse floor must be suitably tilled and devoid of mud/soil etc.
 - h) *Suitable sitting arrangement in the Warehouse for Co.'s representatives, whenever they are required to visit, to enable effective discharge of their duties /responsibilities.*
- 1.7. All cargos must be stored in closed space. The cargo, which cannot enter inside closed warehouse due to oversize dimensions, may be stored in open space after BHEL concurrence. The Contractor should take such measures as may be necessary to prevent damage to consignments received in packed or unpacked condition due to rains/moisture/snow and natural hazards or physical handling for which no extra charges shall be payable.
- 1.8. Inspection of materials in the Warehouse: Company reserves the right to inspect their materials stored in the Warehouses. If during inspection or at any other time it is observed that the materials were not stored properly and there is a risk of damage/pilferage to the materials or safety of the materials are not adequately taken care of, action as deemed fit will be taken by the Company against the CHA.
- 1.9. In regards to trucks, fork-lifts, cranes including wire ropes outsourced or otherwise a certificate as per **Annexure A** 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 this certificate.

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- 1.10. In warehouse storage of cargo to be done in following manner:
- a) All packages of particular consignment must be kept together for easy identification. Cargo for Import and Export must not be mixed and to be kept in complete isolation to each other. The Contractor shall store the package/cargo at their warehouse, docket wise (for import) and consignment wise (for export) and/or as may be indicated by the Company, at same place, for easy identification. *Package should be identifiable with Company Docket. No. and PO No.*
 - b) Stacking of materials must be done as per stacking guideline available for that particular consignment. Non- Stackable cargo must not be stacked. Any damage due to wrong stacking of cargo will be recovered from contractor.
 - c) Packages should not be kept in tiltable position.
 - d) The inflammable, corrosive materials, hazardous materials must be stored as per nature and MSDS and SDC of cargo. Safety of Human and material is of paramount importance and Extreme caution must be taken while storage and handling.
 - e) *If required, Contractor has to collect Materials from Transporter/supplier warehouses located in and around Mumbai as per the instruction of the company.*
- 1.11. *The Contractor shall also store the cargo/material belonging to the Company/supplier in their warehouse and issue these to fabricators/etc as and when directed by the company- The weighing arrangement shall be made by the Company at Contractor's warehouse.*
- 1.12. The Contractor 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 carried out by the Contractor.
- 1.13. Handling of cargo upon receipt at warehouse or any other place as the case may be:
- a. Safely unload and load the cargo using suitable equipment as per nature of cargo. Whenever vehicle arranged by BHEL arrives at warehouse with imported materials after clearance or with to be exported materials, the vehicle must be unloaded promptly to avoid any vehicle detention charges.
 - b. The Contractor has to keep proper record of arrival and dispatch of cargo to/from the contractor's chosen storage area / warehouse/port.
 - c. For import, records with date and particulars of vehicle must be kept once the cargo arrives at warehouse and dispatched to BHEL unit.
 - d. For Export, the contractor has to issue LR acknowledgment to transporter upon receipt of cargo. *The documents received from the transporter should be kept for record and forwarded to company the next day.*
 - e. Any visible damage upon receipt of cargo must be reported to BHEL and recorded on **godown receipt** / LR acknowledgment / via email to BHEL. Damage must be recorded on above documents to fix responsibility of damage.
 - f. Provide report / details of materials received at warehouse in format and frequency as determined by BHEL.
 - g. *If required, the Contractor shall arrange for de-stuffing of the cargoes received in containers at their chosen warehouse / Port / Flight /CFS and load empty containers on vehicles and issue proper receipts to the transporter.*
 - h. *Arrange/own suitable handling/transporting gear to shift the cargo from warehouse to under the hook of the vessel as and when required.*
 - i. *Contractor needs to ensure minimum loading / unloading of the H/Ls and H/L cargos should be loaded directly on trailer to the extent possible. Any transshipment/ loading/ unloading of any ODC/HLs item has to be done in presence of Company representative in coordination with insurance surveyor, if required.*

1.14. Reporting of receipt of Damaged Cargo: If the packages (for import or export) at the time of arrival are not in good condition / damaged then contractor should intimate BHEL immediately and take corrective action as directed by BHEL, same has to be recorded on LR/ via email / and photographs of damages must be taken, FIR must be lodged if required. The contractor has to provide requisite documents and support to claim insurance in such cases and arrange necessary insurance survey if directed by BHEL. In case of rejection of claim due to any action/ delay by contractor, contractor will be liable to make good of company's loss.

2. Filing of Documents & customs Clearance:

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

2.2. The bidder shall also act as Custom Broker /Agent for company in Sea-Air Ports/CFS/FTWZ/ etc. in and around Mumbai (Mumbai port, Nhava Sheva Port and Mumbai Airport etc) for company import/ export shipments.

2.3. The Bidder shall render the clearing and forwarding services as and when necessary and as directed by company and operate whenever Customs / Port/ CFS/ ICD/ FTWZ /transporter are working. The bidder shall perform all such auxiliary and incidental services and operations as may be necessary in the course of performing the contract. The bidder will be required to handle the Consignments and articles of all kinds that are permitted to be imported/ Exported.

2.4. The Bidder shall have sufficient and well experienced/qualified staff well conversant with latest customs rules and regulations, classification and able to act independently at Customs and Docks for providing best service of man power to collect/accept the documents from Company for speedy clearance activities. The contractor staff must be fully conversant and familiar with the laws, rules, regulations and procedures framed by Port Trust, Airport Authority, Customs, DGFT, Insurance and other concerned state/ central/ local authorities for clearance and carriage of goods by Sea/ Air/ Post-Parcel/ Rail/ Road.

2.5. The clearance and further processing of shipments may be for:

- i. Import clearance of cargo as per Custom Act 1962. The imports are covered under project Import /DEEC / Adhoc certificates / Project Certificate/ MEIS / FTA, high sea sales etc. as per prevailing exemptions and other notifications in addition to normal merit clearance. Bidder need to process High Seas sale consignment as well.
- ii. Export Custom clearance under various export incentive scheme like DEEC, Duty drawback, Free S/B, RODTep, etc as notified by customs from time to time.
- iii. Shipments may any of the following items like Plates, Sheets, Pipes, CRNGO Coils, Structural Steel, Copper Ingots, Nickel (including Non-ferrous), Forgings, Castings, Capital Goods, Machinery, components of Gas Turbines, Generator/Compressor, Machine tools, Defence cargo, chemicals, gases, refractory materials, electric motors and spares etc.

2.6. Filing of Custom Clearance documents and clearance:

The Clearance and processing of Import / Export cargo with Nil Penalty, demurrage and detention is the essence of contract.

Contractor will be responsible for:

- i. Timely filing of Bill of Entry (BOE) and Shipping Bill (SB) at least one day in advance OR in line with latest custom circular to avoid penalty will be contractor's responsibility. In exceptional cases, where consignments are required to be cleared on priority on the same day of landing the bidder will prepare the BE and file the same so as to clear the consignment on the same day of arrival.
- ii. Custom duty wherever applicable will be paid by BHEL.

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- iii. *Collection of relevant documents from BHEL Mumbai office, BHEL Mumbai Airport office either in soft copy or hard copy as per requirement. The collection of hard copy if required must be done twice a day (once around 10 A.M. in the morning and again at around 3 P.M. in the afternoon).*
- iv. *To ensure all required documents for timely filing of custom clearance are received.*
- v. *To ensure the documents received are correct, any inaccuracy / deficiency in required documents must be reported to BHEL so that prompt action can be taken.*
- vi. *Contractor has to submit checklist for BOE and SB promptly after receipt of documents to avoid delay.*
- vii. *BOE and SB must not be filed unless the checklist is approved by BHEL. In case BOE and SB is filed without BHEL approval, any consequent amendment required must be done by contractor without any cost to BHEL. In case amendment is not possible then corresponding financial loss to BHEL will be recovered from contractor.*
- viii. *Contractor has to prepare and file any relevant document with customs, port authorities, insurance company, shipping lines, airlines or any other agency involved in clearing and forwarding of consignments arriving/departing at/from Mumbai Sea Port/CFS/FTWZ/CONCOR/JNPT/Airport, as the case may be.*
- ix. *The Contractor shall arrange for the prior assessment of BE as soon as the Manifest (Prior Entry) is filed by Carrier's in the Customs i.e at least 48 hours in advance before the arrival of the carrier. The Contractor should carry out prior assessment of BE without waiting for filing of final Manifest, as per the relevant regulations, Public Notices etc. to avoid any penalty or additional charges etc.*
- x. *The examination of goods by Customs, including first check examination if prescribed, is to be done promptly.*
- xi. *In respect of customs duty payment for all shipments, the contractor 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 contractor in time and avoiding any interest liability/delay in customs duty payment and clearance.*
- xii. *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 by email and obtained expeditiously.*
- xiii. *In case Customs authorities do not agree with the above classification or Notification benefit obtained initially by the Contractor on behalf of the Company, 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.*
- xiv. *The contractor must verify if sufficient balance is available in the Import License/ PI List/ Exemption Certificate, / FMS/ FPS/ MEIS etc. as the case may be depending on Mode of Assessment informed by BHEL. Any deficiency must be reported to BHEL immediately so that alternative arrangement can be made timely. Under no circumstances BE/SB should be noted if there is shortfall in License like MEIS/DEEC/FMS/DCS/bond etc.*
- xv. *Contractor has to do all formalities like registration of DEEC / EPCG license with customs, processing of shipping bill under DEEC / Drawback / EPCG / Free as the case may be.*
- xvi. *Contractor has to arrange other formalities like dock supervision, loading supervision, custom examination at port / On truck examination / opening of package upon customs insistence etc to ensure on time LEO / OOC.*
- xvii. *Follow up of drawback claims for old and new upon BHEL instruction.*
- xviii. *The Contractor will examine the documents with reference to all the relevant laws and regulations, if required, they would discuss with the Company's representatives and obtain clarification, if any, immediately.*
- xix. *The contractor has to collect one set of documents such as CAN, Invoice, HAWB, MAWB, MBL and HBL, Packing List, Release Note, demand draft, cheques, HSS document, freight bills if any, is collected/received from BHEL / freight forwarders, immediately for timely filing of BE/SB to avoid customs penalty and faster clearance. Contractor has to collect if required,*

hard copy of any relevant documents from Freight forwarder office. Contractor has to ensure proper coordination at all times.

- xx. **If Customs Clearance is delayed beyond the prescribed period (Table A: Prescribed period for activities), Dead freight / Demurrage/ container detention /storage charges/ground rent/ Air warehousing charges/ custom penalty and other punitive charges on account of physical clearances after period allowed will be recovered from the Bills of contractor 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 contractor.**
- xxi. *Copy of submitted BOE / SB, assessed copy of BOE/SB, Custom cleared copy (OOC / LEO copy) ,copy of accepted LUT bond by customs must be made available to BHEL within a day of generation.*
- xxii. *Loss of IGST credit to company due to non-submission of original / digitally BOE will be to bidders account and recovery as applicable shall be made.*
- xxiii. *Contractor has to respond to queries raised by customs, they must apprise BHEL regarding such queries and their response must be in consultation with BHEL.*
- xxiv. *Contractor must E-sanchit all relevant documents provided by BHEL while filing BOE / SB.*
- xxv. *Arrangement of Out of charge and LEO will be contractor responsibility.*
- xxvi. *The CHA has to ensure that the package/packages is/are received in externally sound condition, whether HAWB/HBL is there on the package. If the package is in unsound condition, wrongly labelled, or HAWB/HBL is not fixed or missed, CHA to immediately contact Freight forwarder for necessary action to resolve the issue. This activity should be done within free period to avoid any loss to BHEL.*
- xxvii. *Contractor has to arrange clearance of cargo under Section 59 and section 69 as well. Contractor to promptly arrange bonding and ex-bonding of cargo by completing all related procedure.*
- xxviii. *Contractor has to respond to queries raised by customs / examination within stipulated time, they must apprise BHEL regarding such queries and their response must be in consultation with BHEL.*
- xxix. *Contractor has to arrange manual debit of duty form PI / MEIS licence in customs, if required. Basic Duty under PI BOEs is to be manually debited from Duty credit scrips as per instructions.*
- xxx. *Contractor has to coordinate with freight forwarder / Shipping line for schedule of flight/ vessel so that custom clearance of Import / Export can be done without demurrage / detention/ Dead freight. Contractor has to submit OBL/BRO, pay **DO charges, THC charges, Gate pass charges, and Stamp Duty (all payments except customs duty)** if required and same will be reimbursed by BHEL. The upper ceiling for such reimbursable payments is Three (03) lacs.*
- xxxi. *After completion of registration of License, the copy of accepted LUT bond by customs should be forwarded to Company for office records.*
- xxxii. *Coordination and follow up with custom officials for amendment of BOE / SB after OOC and before OOC or before LEO and after LEO. The amendment may be change in MAWB/ MBL, change in manifest, change in duty benefit scheme / change in license, change in vessel flight details / coordination with freight forwarder or shipping line for EGM / IGM error, addition / deletion of invoices, etc. In case of amendments Pre OOC or Pre LEO same must be done promptly to avoid any penalty / dead freight / demurrage / detention.*
- xxxiii. *Contractor will timely arrange for shifting (loading and transportation) of cargo to relevant port / CFS ensuring the cargo is available for scheduled vessel / flight as per incoterm of consignment. Cart the material to carting point provided by carrier / forwarder / free carting area.*
- xxxiv. *In case material is not exported after reaching in custom custody or entering port of loading for export due to any reason not attributable to contractor then contractor to arrange Back to Town procedure as per custom rules and regulations.*

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- xxxv. All the undertakings furnished to customs, port authorities or any other agency will have to be cancelled after completion of work, and cancelled documents to be submitted to company, wherever required.
- xxxvi. Contractor has to arrange labeling of cargo in case same is not correct / proper to avoid delay in custom clearance. This includes MAWB/ HAWB/ Description or any other necessary labelling. Contractor has to ensure that they are handing over correct package to freight forwarder or any other agency for export, like wise they have to ensure they are taking delivery of correct imported package from port of discharge.
- xxxvii. Upon termination/ suspension / expiry / closure of contract, contractor has to return all company documents like BOE/ SB/ Licence copies/ furnish all information regarding any undertakings/ Bonds not closed with any authorities/customs any insurance related documents, etc.
- xxxviii. Contractor has to handle courier shipments as well as and when materials are imported via courier.
- xxxix. Contractor has to keep tab upon Expiry date of bonds furnished by BHEL and inform BHEL well before (at least 01 month) expiry for renewal of the same.

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

Table A: prescribed days for activities

Sn	Customs Clearance Activities	Sea - Net working days	Air -Net working days
	Import		
A	Import clearance (custom OOC, and delivery) of cargo. Note: In case of Air shipment for duty payment under transaction mode, delivery from airport should be ensured on the same day or within 24 hours of duty payment.	3	2
B	In case of Re-Import cargo,	4	3
C	In case of noting under Sec.48 (additional time over slno. A/B)	1	1
D	Receipt of DO from Single service provider after handing over of OBL/ BRO, (in case OBL/ BRO handed over after arrival of cargo).	1	1
E	Receipt of DO from multiple console agencies after handing over of OBL/ BRO, (in case OBL/ BRO handed over after arrival of cargo).	2	-
F	Initial Registration of Project Import (including completion of online registration process)	10	NA
G	Computer Registration of documents like License/Adv license/ MEIS/ Scheme License etc.	2	2
	Export		
H	Submission of checklist and Filing of Shipping bill after receipt of All relevant documents	1	1
I	Carting of material to freight forwarder nominated CFS from contractor warehouse after instruction from BHEL	2	NA
J	Carting of material for export after receipt of flight schedule from forwarder to Airport from contractor warehouse.	NA	1
K	Custom clearance of export cargo	2	1

Note:

1. The no. of days available for clearance are for reference and may change / reduce depending on the customs guidelines issued from time to time and must be adhered by the contractor.
2. Bonding / ex-bonding will be considered separate activity for A above.

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3. *Start Date: last input receipt date from BHEL.*
4. *End Date: for import: Delivery out of cargo from port / cfs, For export: LEO date of cargo at JNPT/ MBPT/ Mumbai Airport*
5. *Net working days= excluding holidays of customs, dock, Shipping Companies, CFS, ICD.*
6. *Last input means: - (a) complete NNDs / Any other input/documents as required necessarily for clearance.*

Note: Whenever asked by company, all documents including original BOE / SB, licenses, power certificates, exemption certificate 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.

3. Transportation of cargo for custom clearance / After custom clearance:

- 3.1. *Safety of packages during transportation is in contractor scope.*
- 3.2. *Contractor must follow rules and regulation of transportation as per nature and dimension of packages including any approval from govt agencies.*
- 3.3. *Contractor to arrange transportation of material from Port of clearance to warehouse and vice versa of Imported / to be exported material.*
- 3.4. *Transportation must be arranged as per dimension / weight and nature of cargo.*
- 3.5. *Contractor will coordinate with our approved transporter for placing vehicle and arrange handling equipment as per nature of cargo to ensure smooth dispatch of cargo and avoid detention changes.*
- 3.6. *The heavy lift packages of export/ import will have to be unloaded/ loaded or received under hook for loading on flight /vessel. In the event of exigencies contractor should be able to mobilize multiple axle trailer on short notice.*
- 3.7. *Contractor shall arrange to shift imported cargo/consignment to contractor warehouse as soon as shipment is ready to be removed from Port/ CFS premises; similarly cargo to be exported shall be transported to JNPT CFS, Airport or MBPT.*
- 3.8. *Transportation of ODC cargo pertaining to Import or export as advised by BHEL shall be arranged by contractor (from port of discharge to warehouse / from warehouse to port of loading).*
- 3.9. *If Agent fails to do the above at 3.7 and 3.8, company will recover the extra expenditure incurred on detention/demurrage/ground rent/storage etc.*
- 3.10. *In case consignments is exported on RORO vessel then contractor to arrange necessary permission from agencies for carting of cargo, Roll on, Roll off, Lift On , lift off activities.*
- 3.11. *In case heavy lift materials to be exported are stored at contractor warehouse contractor will be required to arrange handling and transportation of material to port of loading / at jetty / CFS and arrange movement and handling of cargo inside port / jetty/ CFS including permission if any.*
- 3.12. *If required contractor shall arrange for loading and transportation of packages to warehouse/ Mumbai and around address as instructed by BHEL, unloading them (wherever required) and further loading on company's arranged transport for dispatching the material to Company factories/sites or the places as directed by the company.*
- 3.13. *Based on the particulars of consignments given in packing list contractor shall finalize the transport/equipment to be used for handling and shifting the Consignments including ODCs from starting point to port/CFS/carrier.*
- 3.14. *Contractor has to arrange Gate pass at JNPT CFS, Mumbai Airport, MBPT as the case may be wherever required.*
- 3.15. *For export consignment, if required contractor will have to transport cargo from their warehouse to freight forwarder CFS / Mumbai Airport as the case may be.*

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- 3.16. Contractor should use only those T&P and hardware, which is in excellent working condition, tested for safe operation and adequate in capacity and size. All equipment must have valid fitness certificate/ calibration certificate issued by respective authorized agency.
- 3.17. No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities without causing any delay in transportation. In the event of such occurrence, Contractor shall be responsible for any penalties levied and shall pay from their own account. Contractor should be well informed about the procedural and documents requirement for such works.
- 3.18. Contractor to do route survey before movement of consignment and arrange necessary permission if any from authorities.
- 3.19. Contractor will handover photocopy of BE to Transporter's representative/Driver for onward dispatch to site/factory.
- 3.20. Contractor will also arrange for partial shifting of cargo/packages to their warehouse/partial dispatches to Company's factory/sites as instructed by the Company.
- 3.21. In case of delay in de-stuffing of LCL containers or if the FCL containers are not grounded/shifted the Contractor shall make Log Entry as per the prevailing rules and procedures of the Port/CFS/CWC/ICD, etc.
- 3.22. For air consignments also the Contractor shall make all efforts to trace the packages expeditiously. If the packages are not traceable, the Contractor will make log Entry as per the prevailing rules and Procedures.
- 3.23. Contractor to ensure there is no pilferage of or loss of package during their custody and at any Port/ airport during export and import.
- 3.24. The Contractor will ensure that damaged cases are repacked/ strapped before dispatch as per the instructions of the Company.
- 3.25. For export at MBPT Contractor is required to perform below activity in close coordination with concerned freight forwarder:
 - To file Shipping bill and coordinate with freight forwarder for receipt of carting order.
 - Obtain Shed superintendent permission to bring cargo to docks.
 - Entry of goods brought to docks in shed register.
 - LEO of shipment.
 - Coordinate with Freight forwarder to obtain bill of lading.
 - Facilitate payment of MBPT port charges using BHEL PD Account. In case of exigencies contractor will be required to pay port charges which will be reimbursed by company.
 - Any other work required to facilitate export of cargo.

Note: Usually unloading of goods at Carting shed, movement of goods from carting shed to docks for loading onto vessel will be in concerned freight forwarder scope, however in case of exigencies BHEL may ask contractor to perform these task and payment will be made as per schedule rates.

4. Miscellaneous:

- 4.1. Any container security deposit / cheque / bonds / Undertakings or temporary payment submission to shipping line/ CFS / Forwarder etc. for taking loaded / factory / DPD / choice CFS movements, will be directly done/ paid by contractor without any delay and refund of the same to be taken by contractor without any cost to BHEL. No reimbursement will be done on this account by company.
- 4.2. Contractor shall also lodge and pursue the refund/ claims on Company's behalf, till final settlement in respect of cargo cleared by contractor. The contractor shall lodge and pursue all old and new Manifest Claims and Custom Refund Claims, Claims with Steamship

companies/ Carriers, Claims with Railway/ Transport authorities etc. Contractor will obtain file no., Order in assessment/Original/ Appeal from customs, if any personal hearing is granted. The Appeal/ Revision Petition relating to these claims shall also be lodged by the Contractor.

- 4.3. Contractor will arrange of minor repair/remarking/ labeling of packages. Coordinate with Godi seal Kamgaar for obtaining the repair /repacking charges and providing the handling equipment's to them. Supervise and monitor work done by Godi Seal Kamgaar. Provide all assistance and arrange for lifting/shifting of cargo/package for repair.
- 4.4. Inform and arrange Timely reply to all auction notice of port trust/CFS for removal / withdrawal of auction notice, in consultation with BHEL. Under no circumstances the cargo will g in auctions.
- 4.5. Contractor should forward all demand notices to Company as soon as it comes to their knowledge for timely action by Company.
- 4.6. Payment/reconciliation of Port charges/CFS for each S/B through the PD account/Company and forward the statement of port trust PD account every month along with MBPT chappas/ CFS bills. The adjustment / payment of port/CFS charges through Company PD account/Company will have to be done within permitted time to avoid any interest on delayed payment. The interest charges by the port trust/CFS will be recovered from CHA bills.
- 4.7. Company representative reserve the right for inspection of any or all operation during transportation, loading/ unloading/ trans-shipment/ storage/ warehouse / preservation/packing/ repacking/lifting/shifting etc and the contractor will be permitted to proceed with their further program after obtaining clearance from Company for the preceding activity, in case Company intends to carry out such inspection.
- 4.8. No overtime chargers are payable for work done beyond the normal working hours to them.
- 4.9. Any amount due or recoverable from the contractor under this contract or any other contract shall be recoverable, from the contractor's outstanding bills.

5. Coordination with Carrier's or its Agent:

- 5.1. The contractor shall maintain liaison with the carrier/carrier agents and ensure collection of freight bills/correct IGM/Item data/BLs copy well in advance of filing of BE. Contractor will also collect the freight bills pertaining to Company, for which documents are yet to be forwarded to them by company.
- 5.2. The Contractor shall be responsible to obtain delivery order(s), after making payment to Govt. /Steamer Company towards mandatory / statutory payments etc., from the Steamer Agents. For these purposes, Guarantee/Bond/Undertaking, if required, will be arranged contractor and signature of company's representative obtained before arrival of carrier. The freight payment detail will be collected by the contractor from the company for obtaining delivery orders from carrier.
- 5.3. In case of delay in filing of Manifest or wrong or deficient manifestation, the contractor shall rigorously follow-up with the carrier Agent, Console Agent or Airlines for prompt corrective action. In event of requirement of modification in the manifest, Contractor shall carry out expeditiously the amendment in customs.
- 5.4. In case all the containers of the consignment are not discharged by the same carrier or are not properly declared in the FCL/LCL list of Port Trust or not transported to CFS, the Contractor will immediately take up the matter in writing with Steamer agent/carrier for prompt corrective action.
- 5.5. In case custom penalty, demurrage or container detention charges are incurred due to the lapses of the steamer Agent, the contractor would promptly lodge the claim for the demurrage and container detention charges with intimation to Company and follow up the matter till its reimbursement is obtained.

6. Short-landed or Damaged Goods and Survey

- 6.1. Conduct jointly or otherwise pre-shipment survey of packages including measurement by licensed measurer / port /Carrier authorized agencies for export cargo.
- 6.2. All authorized survey report including pre-dispatch survey reports, ship survey reports as instructed will be collected by contractor and forwarded to Company.
- 6.3. The pre-shipment survey measurement report will have to be submitted to Concerned Company office before finalization of draft BL and also along with the bill raised by contractor.
- 6.4. It shall be the endeavor of contractor to minimize the opening of the packed consignment for examination. Opening and repacking (wherever required) shall be carried out as per the supplier's manual, if any. Contractor will take all precautions that repacking is sturdy enough to withstand transportation vibration, multiple handlings en-route to port/Airport.
- 6.5. The Contractor 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 BL and as prescribed in the Carriers Act.
- 6.6. It will be the duty of the Contractor 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, Railways or any other third party are fully and properly preserved and exercised. However, the Contractor shall not be held responsible for the above for reasons beyond his control which should be informed in writing.
- 6.7. It shall be the responsibility of contractor to give notice of loss, within 7 days from the landing of goods, on behalf of the company or providing the required documents to company as the case may be, to the Carriers, Port Trust authorities/CFS/CWC/ICD and Underwriters for non-delivery/ short delivery / losses/ damages of the containers/ packages/ bundles/ boxes/ drums/ loose items etc. found, at the time of taking the delivery and/ or within the prescribed time limit after taking 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 Contractor.
- 6.8. It shall be the responsibility of the Agent 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/ICD within the time limit prescribed for settlement of the claim with the carriers/ Underwriters and submit the same to the Company's Underwriters for settlement of the claim. The contractor 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.
- 6.9. In case these certificates are not obtained by the Contractor within the prescribed statutory period, they should inform company or its underwriters in writing for obtaining extension of the time-limit from the respective steamer agent/other concerned authorities under advise to the Claims section of respective factories and of the Company's Mumbai office. After the formal application for extension of time limit has been made by the Agents to the carriers, they shall pursue the matter and obtain the short landing or non-delivery certificate and submit the same to company's Mumbai office.
- 6.10. In case of goods specified by the Company 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 or providing required documents by Company, as the case may be in CWC/CFS/Docks/ Airport/ Foreign post office/ Warehouse etc. at Mumbai and obtain the survey report.
- 6.11. If any loss or damage is apparent, the Contractor shall lodge claim on the Carriers, Port authorities, Customs, Post Office, police authorities etc. respectively for any theft, breakage, loss, damage or deterioration of material found at such survey within the time

limit prescribed as per prevalent law. In no circumstances, the goods will be cleared without survey, if they are in doubtful condition or have been specified by the Company.

- 6.12. Contractor has to arrange survey of goods as and when require by BHEL and incase the Goods/Consignments are cleared without survey, any subsequent loss/ damage to Goods/Consignments is noticed, the contractor shall be held responsible for the same. Any cost towards repair, survey, In addition, the surveyor's fees of company's appointed insurance surveyor shall also be borne by the CHA.

7. Fumigation services:

- 7.1. Contractor has to do Fumigation activity of packages as per instruction of BHEL, as per requirement.
- 7.2. The Fumigation work can be outsourced and the agency who is carrying out fumigation work (either self of outsourced) must have Valid Certificate of Registration of Fumigation agency from Ministry of Agriculture.
- 7.3. **The contractor will make his own arrangements for entry of his representative/ workers into ports, various places for official ensuring proper equipment, it's safety (eg labour, surroundings) for carrying out the job inside ports or other area as and when required. Company will in no manner be liable for any loss / damage.**
- 7.4. The contractor to ensure Stamping of all the wooden packages for compliance required as per relevant standards, ensuring satisfaction of customs also if required contractor to be present during customs examination for explanation.
- 7.5. The contractor to ensure that there is no delay due to fumigation in going ahead with further processing of the cargo.
- 7.6. Fumigation certificate must be submitted along with bills for processing of payments and Valid Certificate of Registration of Fumigation agency from Ministry of Agriculture must be attached with bills.
- 7.7. The contractor should submit certificates of Phytosanitary Compliance (Standard ISPM-15) or any other acceptable Compliance acceptable in the international Trade.

8. Custom Duty/ Port Trust PD Accounts:

- 8.1. The Contractor will submit monthly statements of all credits & debits as per the format specified by the Company, separately in respect of each of the PD Accounts maintained at port by the company.
- 8.2. All the relevant cheque deposit slips in original shall be attached with these statements. In case of MBPT PD accounts, all the relevant MBPT Chappas in original will also be attached with the statements/ Bills. Corresponding photocopies of all the relevant BEs/SBs will also be attached with the statements.
- 8.3. All payment challans for duty payment to customs / MBPT Chappas / cheque deposit slips etc must be submitted to company after payment.
- 8.4. Contractors 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.
- 8.5. The Contractor shall obtain duly authenticated monthly extracts of Port PD accounts, with full details and submit the same to this office latest by 3rd of every month.
- 8.6. The Contractor 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 Contractor within 10 days.
- 8.7. In case of excess payment against any of the P.D. A/c, same shall be recovered by the company from the Contractor's Bills in case excess payment refunds to BHEL is not processed.

- 8.8. The Contractor shall have to give advance intimation to the company as and when additional funds are required to be deposited in these accounts for payments of duty and port charges with complete working details.
- 8.9. It shall be responsibility of the Contractor 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 on day to day basis without which additional funds shall not be released by the Company.

9. Maintenance of Records: The Contractors shall maintain the following records:

- 9.1. Account for import and export will be maintained separately.
- 9.2. Account of warehouse for cargo cleared, handled, forwarded, shifted and transported should be maintained. 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.
- 9.3. Register/ computerized record of bills of entry / Shipping bill filed by them vessel-wise.
- 9.4. Warehouse register in respect of the materials received and removed from the warehouse.
- 9.5. A refund register/ computerized record for refund of customs duty paid in excess in regard to short landing claims.
- 9.6. A refund register/ computerized record for, Duty deposit paid, BOE, corresponding bond for goods removed under Section 59/69. BOE
- 9.7. A register/ computerized record for goods removed under Section 59/69
- 9.8. A copy of Import / export documents i.e. Bills of Entry/ shipping bill, Invoice, packing list and Bill of lading, AWB etc.
- 9.9. A copy and register of other documents like Refund claims, Short Landing Cert., Landing Remark Cert. and NDC.
- 9.10. Records of P.D. A/c in port.
- 9.11. 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.
- 9.12. Copy of all documents received through transporter delivering materials to warehouse
- 9.13. A copy of Export documents i.e. S/B, SDF/GR, Invoice, and Bill of lading.
- 9.14. A copy and register of other documents like Drawback claims, Auction notice with their replies.
- 9.15. Any other register or statement as desired by company.

10. Reports:

- 10.1. In case of DEEC and Project import cases, the Contractor will furnish complete details of debits and balances in a format and manner to be specified by the company.
- 10.2. The Contractor would also send the following periodical reports as per the formats to be provided by company. Contractor either can make one report containing all the aspect given below except Sl 5 & 6 Report

Sn	Reports by Email	Frequency
1	Daily Status Report of Pending Consignments/BEs /Company Invoices / SBs indicating cargo receipt at warehouse and port/CFS/Airport along with status of customs processing	Daily / or as and when required by the Ccompany
2	Daily Report of Consignments cleared from Docks/ Airport/ CWC/ICD	
3.	Daily Report of demurrage/air warehouse charges incurred on Consignments cleared.	
4	Weekly Report of Consignments lying in CHA's Warehouse for material received/dispatched/shifted/ Balance in warehouse	

5	Monthly statement of Port Trust/ Airport Authority PD Account from CHA/Bills raised on company	
6	Original DEEC/ EPCG/PI/PC/CE , etc in the custody	
7	Weekly statement of original BEs submitted.	

Note: In case of any dispute regarding accounting of Company's material, DSR report in conjunction with LR receipt copy will be final and binding.

10.3. Company has an online system for faster clearance of the cargo. When instructed contractor shall have to feed the data / upload documents in the online Import Clearance System at various stages of clearance of cargo. It will be compulsory for CHAs to make entries in Customs Clearance and Port Charges modules/bills are to uploaded in the CONTRACTOR Bill module and upload the Bills of Entry, Supplier invoice processed in customs, duty challan, CRA (if applicable) in this system. They will at the same time track their bills in the system verified / passed for payments.

11. Responsibility of company:

11.1. Provide purchase order copy, Duty exemption certificate, technical write-up (if required) and any other documents found necessary to clear the consignment from Customs

11.2. Depute required personnel, in the event same is required by the Customs authorities in respect of any clarification pertaining to Customs clearance.

11.3. Organize to arrange funds for Customs duty and handling charges to Custodian/Warehouse

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

11.5. Any non-specific service item, which is necessary for satisfactory completion of the work under the scope but not specified here, shall be deemed to be included in the scope of work at no additional cost to Company.

11.6. Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any **other miscellaneous works connected with the handling of above jobs.**

Signature and Seal of bidder

SECTION II
INSTRUCTIONS TO BIDDERS

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

- 1.0 Bidders are advised to go through the tender document fully before filling up the format for Techno-commercial Section and Price bid Section.
- 2.0 Bidder should supervise the working of the personnel provided by him. The rate quoted should include element of supervision etc and no extra claim on this account whatsoever will be entertained at a later
- 3.0 The offers shall be kept valid for a period of 60 days from the date of opening of the tender.
- 4.0 Any clarification/modification if enclosed in the offer will be totally ignored and such bids will be rejected. No corrections to be made to the price bid.
- 5.0 The successful bidder **will be intimated** through a Letter of Award (LOA). The contractor shall be required to submit security deposit as per the Tender document, within **five working days (excluding bank holidays)** of issue of LOA, **which should be valid up to 3 months after the expiry of the contract period as specified in the Letter of Award**. In case of delay in submission of security deposit, enhanced security deposit which would include **interest (SBI rate + 6%)** for the **delayed period**, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered, from the bills along with due interest.
- 6.0 **The contract is non-transferable & cannot be assigned to third party.**
- 7.0 The contractor's responsibility for this contract shall commence from the date indicated in the Letter of award of this tender

8.0 Evaluation Criteria:

- a) Offers of techno commercially qualified Parties will be opened on E-procurement portal. The intimation regarding opening due date and time will be given via E-procurement portal only.
- b) Offers shall be evaluated based on percentage of Company total price for the Schedule S01 to S05.
- c) Percentage offered by L1 bidder shall be uniformly applied to Company Scheduled rate (S01 to S05) to arrive at individual slab rate.
- d) No modification is allowed in individual Company slab rates (S01 to S05).
- e) The tender will be finalized through reverse auction. Only technically qualified parties as per BHEL reverse auction guideline 2021 will be allowed to participate in the reverse auction.
- f) Reverse Auction will be conducted on the quoted percentage by bidder as per extant BHEL guideline. Please refer section IV, clause 13 for details.
- g) **Company intends to appoint Two Customs house Agent. 60% of load will be given to L1 and 40 % of load will be given to L2 bidder.**
- h) After finalization of rate with L1 bidder, the same will be offered by BHEL to L2,L3Ln for acceptance, till two parties as required in the tender are available to the company. **Government guideline / circulars on provision for ordering on MSE vendors will be applicable.**
- i) **The estimated Cash Flow for the load provided in the tender is approximately Rs.93.44 Lakhs, for one year.**
- j) Above work load distribution is only a projection based on past data and not guaranteed. There shall be no legal binding on Company and contractor must not claim any compensation in case of shortfall.
- k) The contract value will be calculated based on the final rates quoted by L1 bidder, received after RA on the indicated load. The contract value will be intimated to party while placing LOA.

9.0 Instruction for MSE Suppliers (Micro and Small Enterprises)

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

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MSE supplier can avail the intended benefit only if they submit along with the offer copy of valid Udyam Registration certificate or NSIC certificate. Date to be reckoned for determining the deemed validity will be the date of bid opening (part -1 in case of two part bid). Non- submission of such document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through E-procurement portal, then the above required documents are to be uploaded on the portal.

Definitions of MSEs owned by Women is under:

- i. In case of proprietorship firm, proprietor must be woman.
- ii. In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- iii. In case of private limited companies, at least 51% share must be held by women promoters.

Definitions of MSEs owned by SC/ST is under:

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

For MSE vendors getting award-

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

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

Signature and Seal of bidder

SECTION III

SPECIAL CONDITIONS

The Special Conditions mentioned herein will supersede the General Terms and Conditions:

1. **Working Hours:-** The Contractor shall be responsible for performing all or any of the service detailed in and arising out of the contract, round the clock throughout the period of this contract without any additional remuneration wherever so required by company, for purpose of operation of this contract, only the holidays as observed by the Customs authorities shall be recognized as closed holidays of the Contractor and all other holidays declared by the Contractor on their own behalf shall not be recognized.

2. PERIOD OF CONTRACT

- a. The period of contract will be for **ONE year** with the provision of further **extension up to one year** by mutual agreement between BHEL and the contractor on same rate, terms and condition. The offered price will remain valid till currency of contract. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for three more months.
- b. The Company reserves the right to terminate the contract of contractor at any time, without assigning any reasons thereof as per BHEL policy. The Contractor shall not be entitled for any compensation by reason of such termination.
- c. *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.*
- d. *The Contractor shall not split or transfer to any other party any part of the contract during the currency of the contract. However, in case of suspension of contractor license/ any adverse demand/ Notice from the customs/ port authorities/ BMC / any other party due to which company's work is getting affected, the Contractor can utilize or have interim arrangements of other reputed license to complete the partially processed documents of Company by Contractor. However, the other reputed license holder, used by the Contractor, shall have no financial implication on Company. The entire responsibility will remain on the Contractor.*
- e. *The Contractor shall immediately intimate any change in the address of the Office and Warehouse during the period of Contract.*

3. Payment Terms: -

- i. Custom Duty will be paid by company.
- ii. All agency charges will be paid as per schedule slab rates of the contract
- iii. Freight as per incoterm of the shipments will be paid by company.
- iv. Contractor to make all **other payments** for Sea and Air shipments on behalf of company and claim reimbursement from company as below:
- v. If BHEL has a running PD account, then contractor can use it to debit the port charges.
- vi. All payments related for customs clearance **except custom duty**, charges up to Rs. **Three lakh per BL/AWB/SB** are to be paid by contractor. Contractor to submit bills for reimbursement immediately along with all requisite documents. Contractor shall ensure that all the invoices and receipts shall be in the name of company.
- vii. In case of emergencies, on the specific instruction of BHEL, direct payments are to be made by contractor more than the amount specified which will be reimbursed. However, this will be only on the specific request of company and the request is to be enclosed with the bill for reimbursement.
- viii. **For all payments charges exceeding Rs. Three lakh per BL / AWB**, same will be paid by company to liners/carrier/ service providers concerned. Contractor to provide Performa invoice/worksheet/ rate schedule/Published tariff/ standard rate card from

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respective parties in advance. In case of non-availability of above mentioned documents for release of such charges in advance, to avoid demurrage/detention charges, contractor 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.

- ix. Contractor shall ensure that all the invoices and receipts in the name of BHEL are submitted along with reimbursement bill, without which the bills will not be processed.
- x. In case of direct payment by company, all original invoices and receipts must be collected and submitted to company, before submission of reimbursement bill of that shipment. Without which, reimbursement shall not be processed and consequential financial losses shall be recovered.
- xi. After payment by company, if situation arises to make further/subsequent payment lesser than Rs. Three Lakh, such payments will be made by contractor, reimbursement of such payment can be claimed by contractor.
- xii. Detention payment shall be made by company however in case of emergencies on the specific instruction of company, detention payments are to be made by contractor which shall be reimbursed.
- xiii. All payments made by contractor should be made on the same day or next day. Any additional charges incurred due to delay beyond one day from the date of invoice will be borne by contractor.
- xiv. Contractor can utilize the following PD/ Accounts maintained by company:
 - PD accounts with Mumbai Port and GTI terminal: for demurrage /wharfage / stamp duty charges etc.
 - Any other PD A/c that Company may open in future & authorize contractor to debit / use.
- xv. **Reimbursement bills** should be submitted **within 7 days** of clearance of the shipment. Payment of reimbursement will be made **within 30 working days** after receipt of bill/documents complete in all respect including Rate Schedule from respective liners/carriers / their agents etc.
- xvi. **Payments of Contractors agency bills:** Payment of all contractor agency bills will be made within **30 working days** on fulfillment of all contractual obligations to the satisfaction of Company. Original Out of charge BE has to be submitted to company along with all requisite documents stated below. Bills without all the documents will not be accepted.
- xvii. Correct payment to other parties (Carrier/ their agent/forwarder/CFS/ICS/ port etc.)
 - a. It will be responsibility of the contractor to check that the charges levied towards shipping line charges/ CFS charges/ wharfage/ demurrages / detention or any other charge are as per the their latest published rates/tariff.
 - b. If charges are not matching or are higher than published tariff, then the invoice is to be got corrected/amended as per the tariff before making payment.
 - c. If tariff is not available, a notice on behalf of company is to be issued to provide tariff and if they are not able to provide the tariff then certificate/email that charges levied are as per their standard management practice is to be obtained from the party before making payment without incurring additional charges.
 - d. Any additional payment made either without matching tariff or without notice/certificate/email shall not be reimbursed.
 - e. The bills of the agencies are to be in the name of Company's Regional Office Division (ROD) (GSTN-27AAACB4146P1ZF) or Company's factory as per BL and should contain respective GSTN of Company. Any loss of GST input credit due to improper invoice shall be deducted from contractor's bills.
 - f. It will be responsibility of the contractor to submit original invoices and receipts in cases where Company has made direct payments to concerned agencies. These original invoices and receipts should be either manually/digitally signed and

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stamped. Invoices and receipts having statement like "This is computer generated document and does not need signature" shall not be entertained without sign and stamped as per new GST rules. Any loss of GST input credit to Company due to non-submission/ delayed submission of such original invoices and receipts shall be deducted from contractors bills. E-invoices should be with IRN / QR code as per prevalent government policy.

Under no circumstances the payment shall be delayed beyond 24 hrs. from the date of receipt of bill nor any separate approval will be provided by company for making above payment. Additional charges, if any incurred due delay in payment will be recovered from contractor.

4. **Requisite documents to enclosed along with the contractor's agency bill:**

For Imports:

In case of demurrage/detention/storage charges/warehousing charges are incurred then Contractor shall furnish the detailed explanation for entire period of clearance.

- a. Copy of BE (Digitally signed EOOO)
- b. Copy of BL or AWB
- c. Copy of packing list or invoice cum packing list, where ever applicable.
- d. Copy of Company's Road Dispatch Advices (RDAs) as applicable
- e. All MbPT/CFS/CWC/JNPT receipts/chappas in original/ copies if original is already submitted
- f. Receipt of payments/statutory/mandatory payments made to the Govt. agencies.
- g. Original vouchers and receipt in support of claims for reimbursement (in case the originals have been submitted earlier, copy of same should be enclosed)
- h. Signed and sealed Warehouse statement for inward and outward records of the packages.
- i. Copy of customs examination order if packages are opened and repacked
- j. Customs notice/circular (if any)
- k. Copy of tariffs of Shipping line / CFS/ etc as applicable
- l. Proof of acknowledgement of additional bond/essentiality certificate submitted to contract cell (Customs) in case of PI.
- m. Check list for material handling in the prescribed format (Annexure-A) of the Company.
- n. In case there is no demurrage or Air warehousing charge, the bills should be stamped "NO DEMURRAGE".
- o. Notification/circular to be given for any change in the statutory charges involving agencies i.e. CWC, MIAPL, BPT, Customs, CFS etc. to be furnished by CONTRACTOR while claiming reimbursement of payment for such revised charges/statutory charges.

For Exports :

Each Bill shall be submitted along with the following documents, as applicable;

- a. Copy of BL, copy of LEO SB, AWB, whichever applicable.
- b. Copy of Invoice, packing list or invoice cum packing list (If applicable)
- c. Copy of measurement slip if applicable
- d. Original vouchers/ receipt in support of claims for reimbursement (in case the originals have been submitted earlier, copy of same should be enclosed)
- e. Warehouse statement for inward and outward records of the packages along with warehouse's inward and outward gate pass.
- f. Copy of MBPT chappa/ TSP charges if applicable.
- g. Covering letter showing the summary of Bills being submitted. The format will be provided by BHEL

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- h. Bills for Drawback Shipping bills is required to submit along with dbk scroll no generated by Customs. In case drawback follow up charges are claimed as per rate schedule, copy of BHEL email instruction for follow up of drawback claim to be attached.
- i. **LR copy for all the cargo received at warehouse. (LR should have receiving sign of the receiver with date of cargo arrival at warehouse and have the CHA company stamp over it.)**
- j. Fumigation certificate along with valid registration certificate from Ministry of Agriculture (if applicable).

Note:

For Imports: BHEL will generate unique identification number for each consignment known as Docket number. References for weight, dimension, identification of packages, etc corresponding to each consignment will be done of basis of this unique Docket number.

For Export: Unique identification of packages will be done on the basis of invoice number of consignment. References for weight, dimension, identification of packages, etc corresponding to each consignment will be done of basis of this Invoice number.

- 5. **No bill will be processed for payment by the Company unless the above applicable requirements are fully complied with.**
- 6. **If Customs Clearance is delayed beyond the prescribed period (Table A: Prescribed period for activities), Dead freight / Demurrage/ container detention /storage charges/ground rent/ Air warehousing charges/ custom penalty and other punitive charges on account of physical clearances after period allowed will be recovered from the Bills of contractor 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 contractor.**
- 7. However, in case of genuine difficulty on the part of contractor due to reasons not attributable to contractor (non-availability Customs Officers/System Failures and any other similar reasons) demurrages and detention will be borne by Company on appropriate certification by concerned operation (Import) group.
- 8. **The Contractor will not be entitled to claim any interest or any other charges on delayed payments.**
- 9. The Contractor 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.
- 10. In case custom cleared cargo lying in contractor warehouse more than one months, contractor can raise the contractor's agency bill for the same at the end of each month. Supplementary bill for balance activity after despatch may be submitted.
- 11. For bonded cargo, contractor can raise contractor's agency bill after completion of bonding activities.
- 12. All contractor agency bills to be raised within 15 days of the dispatch of materials to factory or site but not later than 30 days without any specific reason. The Company may accept some bills beyond the specified period as exception with satisfactory reason for delay. Any loss of GST to Company due to late submission of bills by contractor shall be recovered from contractor's bills.
- 13. For determining the slab, **no rounding off will be done.** Payment will be made as per actual tonnage
- 14. In case exports, Weight/ Dimension shown in the Bill of lading/ Air Way Bill will be final.
- 15. In case of non-availability of dimensions / weight in BL/AWB, weight / CBM mentioned on packing list or actual measurement done by Company representative shall be considered.
- 16. In case excess duty is paid due to lapses on part of the Contractor, the amount so overpaid may, solely at the absolute discretion of the Company, be recovered from the outstanding

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bills of the Contractor. The recovered amount will be refunded, when and to the extent, the overpaid amount is refunded to the company by the Customs.

- 17. In case any wrong payment or excess payment is made by the Contractor to such other Agencies, contractor 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 Contractor.
- 18. No claims of the contractor whatsoever shall be entertained after payment of the final bill.
 - i. All invoices / documents/receipts/ reports/ photos must be in English.
- 19. **ODC PACKAGES:** A package exceeding any one or more of the following dimensions/ weight (Dead or Measurement) will be treated as ODC package.

Length	Width or Breadth	Height
6 Meters	2 Meters	2.5 Meters

- 20. **Export/Import Benefits:** Company, being the exporter will claim export/import incentives wherever applicable as per Government of India norms. However, it is the responsibility of the contractor to file correct document with customs and government organization. It is sole responsibility of freight forwarder to clear the export / import benefit from customs.

Signature and Seal of bidder

SECTION IV

GENERAL TERMS AND CONDITIONS

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

- 1.1 "Company" shall mean Bharat Heavy Electricals Limited(BHEL), a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with Company and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" or "FREIGHT FORWARDER or CONSOL AGENT OR CHA or 'Clearing and Forwarding agent' where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be received /delivered and services are to be performed as per the specification of this tender.
- 1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, LOA, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any) and all correspondence.
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by Company and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by Company.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the Bidder. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.
- 1.11 "CARRIER/SHIPPING/TRANSPORTATION" shall mean the shifting/carrying Cargo by using ships, s, tempo, trucks, trailers (mechanical /hydraulic), dolly, heavy duty railway equipment wagons, aircraft and all other transportation means which shall be arranged by the Contractor for executing the work.
- 1.12 ASSOCIATE: Shall mean entity who execute(s) the work along with or for the Contractor.
- 1.13 "Full Container Load" (FCL) shall mean a container containing cargo belonging to one consignee in the vessel's manifest.
- 1.14 "Less than a Container Load" (LCL) shall mean a container containing cargo belonging to more than one consignee in the vessel's manifest.

- 1.15 TEU means Twenty Equivalent Units – term for ISO container. FEU means Fourty Equivalent Units – term for ISO container.
- 1.16 “Ton” means one metric Ton or 1,000 kilograms or one cubic meter.
- 1.17 FREIGHT TON (FRT): Shall mean Cargo weight in Metric Tonne or volume in cubic metre whichever is greater
- 1.18 "Customs Broker" means a person licensed under these regulations to act as an agent on behalf of the importer or an exporter for purposes of transaction of any business relating to the entry or departure of conveyances or the import or export of goods at any Customs Station including audit.
- 2.0 **Scope of contract:**
- 2.1 The Contract covers all works described in scope of work. The unit rate quoted by the bidder shall be deemed to have included for any minor details which may not have referred to in this document but are essential for the execution for completion of the work in all respect.
- 2.2 The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions and to the satisfaction of the company.
- 2.3 **Time** is the essence of the contract and the same is specified in the contract documents. For import The consignments to be cleared and transported to warehouse /sites within the free period allowed by the Customs department on receipt of all the relevant documents. If not, the late filing fee and the demurrage amount charged by the Custodian of the cargo will be recovered from the bills of contractor. For Export transported to port of load and cleared at meet vessel schedule failing which storage, dead freight will be recovered from the bills of contractor.
- 3.0 **Issue of Notice:**
- 3.1 The Contractor shall furnish the name, designation and addresses of his authorized agents/ associates at Mumbai (India), at the Discharge Port and at the CFS yard. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent/representative.
- 4.0 **Commencement of Work:**
- 4.1 The Contractor shall commence the work on specific intimation from Company in writing or the time indicated in the LOA and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of LOA/Order/Contract, Company, 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 Company's other rights and remedies in this regard.
- 5.0 **Discrepancy and Contradiction**
- 5.1 The several documents forming the contract are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.
- 5.2 In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, UNIT HEAD-ROD of the company or his authorized representative shall be the deciding authority with regard to intention of the contract.
- 6.0 **Arrangement of Ship/Barge//Truck/Trailer/Axels:**
- 6.1 The Bidder shall arrange the vessel i.e ship(s)/ (s)/ Truck(s)/ Trailer(s) /Axel(s) on specific intimation(s) from Company in writing or the time/schedule indicated in the LOA/Work order/Contract without delay. If the Bidder fails to do the same as per the terms of Order/Contract, Company, 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 Company's other rights and remedies in this regard.
- 6.2 Before arrival of the vessel, the Bidder will inspect the cargo available in Port whether under the custody of the Bidder or Company or its supplier or any other authorized representative and ensure its sea worthiness. Any deficiency in this regard shall be brought to the notice of Company in writing suggesting remedial measures to enable Company to make it sea worthy.

Alternatively, such action can be taken by the Bidder after obtaining written approval of Company to the action as well as to the cost. Such cost incurred by the Bidder shall be reimbursed by Company to the Bidder, if agreed. After such remedial measures, the Bidder shall be responsible for loading of the cargo on the Ship arranged by the Bidder.

6.3 The Bidder shall also intimate Company/shipper/supplier in writing about the documents required for loading of the cargo on the vessel. He will be responsible for examination of all the required documents before arrival of the vessel and any discrepancy in the same shall be attended to by the Bidder in time to ensure loading on the vessel arranged by the Bidder as per cl.6.1 above.

6.4 Contractor should use vessels having good track records of timely delivery.

7.0 Detention of The Carrier:

7.1 It will be the responsibility of the Bidder to ensure that all the declared and available cargo/container is unloaded/ loaded to or from the vessel in time without its detention. The Bidder shall be fully responsible for detention of the vessel and Company shall in no way be liable to pay any detention charges whatsoever.

7.2 In case of non-availability of vehicles to receive cargo directly from Vessel on its arrival at port, the detention charges of stoppage of vessel at port will have to be borne by the bidder.

7.3 For unloading of cargoes on to wharf, the availability of Hydraulic axles is essentially required at the time of arrival of vessel. Due to non-availability of required trailers/tools & equipment's the trucking & terminal handling charges will be to bidder's accounts

8.0 License/Permission/Registration

8.1 Wherever any License /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 Bidder shall at his own cost arrange for such License/ Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or Company as and when required. The Bidder 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 Bidder. 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 Company by Bidder shall be entertained by Company for any breach of the provisions/Acts or laws by the Bidder.

8.2 In case of Risk Purchase is enforced, The Bidder will hand over the clean cargo along with all related documents, NOC etc. without any financial bearing to Company, enabling Company/Company nominated freight forwarder to carry out the work further.

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

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

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

8.6 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.

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

9.0 Invoices and Payments

9.1 In case BHEL not able to avail GST credit due to reasons not attributable to BHEL, in such case GST will not be paid/ reimbursed.

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

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- 9.3 Contractor shall submit the bill along with supporting documents immediately after dispatch to site/ Factory
- 9.4 All the contractor Bills must be in the name of BHEL, ROD Mumbai having GSTN as 27AAACB4146P1ZF.
- 9.5 If contractors invoice is not in the name of "BHEL, ROD Mumbai", the GST will not be reimbursed to the contractor as Company will not be in a position to avail GST credit.
- 9.6 Contractor should timely update output data in GST portal to enable Company to take input tax credit. GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor.
- 9.6.1 Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties / damages / fines / recoveries due, **including TDS / GST TDS** and/or any other levies at the prescribed rates.
- 9.6.2 All the bills should be submitted in duplicate i.e one original and one copy. In addition, one scan copy bill is also to be shared.

10.0 Taxes & Duties

- 10.1 GST & applicable Cess (if any) on GST, in India will be payable extra as enumerated in Payment terms.
- 10.2 TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 10.3 TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills.
- 10.4 Any New taxes & duties in India, if imposed subsequent to last date of submission of Offer as per NIT, by Central/state Govt /Indian statutory authority and becomes directly applicable on items specified in Bill of quantity, full reimbursement shall be made provided it becomes applicable on items specified in BOQ (price bid).
- 10.5 Prices shall be quoted by Bidder Excluding GST as applicable in India. Only GST as applicable in India shall be paid extra.
- 10.6 Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.

11.0 Time Limit for Submission of Bills

- 11.1 The contractor shall make a claim for the services rendered under this contract to Company within (3) Three months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 11.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (3) Three months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated three month's period, shall be liable to be summarily rejected by Company. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

12.0 Risk Purchase:

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

- 12.1 If at any time during the currency/ execution 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 Company, whose decision shall be final and binding on the contractor, Company 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.
- 12.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 12.3 The Company reserves the right to terminate the contract of any contractor at any time/ invoke Risk Purchase as per policy. Contractor shall not be entitled for any compensation by reason of such termination.**
- 12.4 To claim compensation for losses sustained including Company's supervision charges & overheads in case of termination of Contract.
- 12.5 In case of Risk Purchase is enforced, the contractor will hand over the clean cargo along with all related documents, NOC etc. without any financial bearing to Company, enabling Company/Company nominated Contractor to carry out the work further.

13.0 Guideline for Suspension of Business Dealings and Reverse Auction

a) Guidelines for suspension of business dealings with suppliers/ contractor's: 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 <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

b) BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking. Bidder can refer BHEL reverse auction guideline at <https://bhel.com/guidelines-reverse-auction-2021>

14.0 Observance of Local Laws:

- 14.1 The Contractor shall comply with all Laws, Statutory Rules, and 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.
- 14.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable /levied on account of any of the operations connected with the execution of this contract.
- 14.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

15.0 Safety of Men, Equipment, Material & Environment:

- 15.1 All safety rules, codes applied by Company/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.
- 15.2 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 15.3 The contractor shall indemnify Company against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 15.4 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

16.0 Contractor's responsibility for Insurance:

- 16.1 Company shall arrange for insuring the project materials/properties of Company covering the risks during transit and material handling at port(s) , warehouse and custody.
- 16.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- 16.3 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 16.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim for damage to Company/its Customer's property, if Company is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

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

- 17.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- 17.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to Company within 14 days from the date of occurrence thereof.
- 17.3 The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against Company 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 Company as to whether the deliveries have been so resumed or not shall be final and conclusive.

17.4 *Force Majeure conditions will apply on both sides.*

18.0 Prevention of Corruption

18.1 *Canvassing in any form or any attempt to influence directly or indirectly any official of Company will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.*

18.2 *Company 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 Company or for showing or intending to show favour or disfavor to any person in relation to the contract with Company, 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 Company.*

19.0 Arbitration & Conciliation

19.1 *Arbitration:*

19.1.1. *Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Conciliation Clause herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the ROD issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL ROD issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL ROD issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.*

19.1.2. *The Arbitrator shall pass a reasoned award.*

19.1.3. *Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Mumbai. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 17.1.1 regarding arbitration, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.*

- 19.1.4. *In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:*
- 19.1.5. *In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.*
- 19.1.6. *The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.*
- 19.1.7. *Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by Company.*

19.2 Conciliation:

- 19.2.1 *If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of Company from the Company Panel of Conciliators.*
- 19.2.2 Notes:
- 1. No serving or a retired employee of Company/Administrative Ministry of Company shall be included in the Company Panel of Conciliators.*
 - 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.*
- 19.2.3 *The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-C (will be shared by BHEL as and when required). The Annexure-C together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein.*
- 19.2.4 *The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Annexure-C from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure-C with effect from the date as intimated by BHEL to it.*

20.0 Laws Governing the Contract:

The contract shall be governed by the Indian Laws for the time being in force and only courts in Mumbai, India shall have jurisdiction over this contract

21.0 Indemnity

- 21.1 *The Contractor shall indemnify and keep indemnified BHEL against all losses, claims, demurrage, detention etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the execution of the contract.*

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

22.0 Security Deposit

22.1 *Successful bidder shall submit 5% of the total contract value as security deposit within within the 05 working days (excluding bank holidays) of issue of LOA for the contract.*

22.2 *EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit*

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

- i) Only Electronic Fund Transfer in favor of BHEL*
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. List of Consortium Banks for issue of Bank Guarantee enclosed with the documents.*
- iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)*
- iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)*

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

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.

22.4 *In case of delay in submission of security deposit, enhanced security deposit which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered, from the bills along with due interest.*

22.5 *The security deposit shall not carry any interest. (Note: Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will be subject to hypothecation or endorsement on the documents in favor of Company. However, Company 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).*

22.6 *Securities / BG's shall be released after three (3) months of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract. Contractor has to provide No Claim Certificate in BHEL prescribed format for return of security deposit. Contractor has to return properties belonging to Company taken, borrowed or hired by him for carrying out the said works, the amount of Security Deposit will be released to the Bidder after deducting all costs, expenses*

and other amounts that are to be paid to Company under this or other contracts entered into with the Bidder. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.

23.0 Earnest Money Deposit

23.1 *The offers from the bidders shall enclose a EMD as per Techno Commercial Bid in any one of the following forms: Electronic Fund Transfer credited in BHEL account (before tender opening) in Below bank account of BHEL*

*NAME: Bharat Heavy Electricals Limited
Bank & Branch: State Bank of India, Cuffe Parade Branch
Account No: 10783155482
IFSC Code: SBIN0005345*

23.2 *EMD of the Bidder will be forfeited if:*

(i) After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

(ii) The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract.

23.3 *EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.*

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

23.5 *EMD of all unsuccessful bidders shall be returned normally within fifteen (15) days of placement of LOA/Work Order on successful bidder. Bidder must submit E-mandate certified by bank for return of EMD.*

23.6 *EMD shall not carry any interest.*

23.7 *In case total EMD amount is more than Rs.2 Lakh, the amount in excess of Rs.2 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months*

24.0 Discrepancy in Words & Figures: Quoted in Offer

24.1 *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.*

24.2 *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*

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

25.0 Requirements of Performance.

25.1 *All the permissions and Clearances or any other relevant authorization/indemnities from/to competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also*

the Contractor shall be responsible for any mishap, accident enroute and consequences thereof including legal complications, if any.

- 25.2 *The contract as entered into between Company 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.*
- 25.3 *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 handling of cargo, he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.*
- 25.4 *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.*
- 25.5 *In the event of contractor backing out/not performing as per the contract, suitable action will be taken by Company as per contract. Additionally, future business of such de-faulting contractors will be suspended from business with Company as per company policy*
- 25.6 *Whenever asked by company, all documents including bill of lading, delivery orders, payment invoices etc. will be submitted 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.*
- 25.7 *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.*
- 25.8 *In the event of vessel or its owners being declared as bankrupt or insolvent or is liable to arrest and is unable to complete the voyage then it is contractor's responsibility to make alternate arrangements at his own risk and cost to take the custody of cargo and delivery the cargo at named discharges port and complete all contractual obligation as per the scope of work.*

26.0 Short – Landed or Damaged Goods.

- 26.1 *It shall be the responsibility of Contractor to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/losses/damages. Under no circumstances, the intimation shall be time barred. In case of time barred cases, the loss sustained by Company shall be to the account of the Contractor.*
- 26.2 *In case of goods specified by Company 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.*
- 26.3 *The Contractor is responsible for safe handling and transportation of the goods.*
- 26.4 *The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.*

27.0 Subletting Not Allowed

27.1 *The contractor shall not sublet, transfer, or assign the contract or any part thereof. In case the contractor contravenes this condition, Company 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. All details to be in line with tender provisions.*

27.2 *The contractor shall not split or transfer to any other party any part of the contract during the execution of the contract.*

28.0 Joint Survey

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

29.0 Company Fraud prevention policy: *The bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to Company fraud prevention policy displayed on Company web site <http://www.bhel.com> and shall immediately bring to the notice of Company Management about any fraud or suspected fraud as soon as it comes to their notice.*

30.0 Verification of Documents:

30.1 *Company reserves the right to verify any documents submitted by the Bidder. Any supporting documents in line with contract copy and completion certificate like invoices, packing list, Billing details in original may be asked and Company reserves the right to reject the bid if verification from customer/ or supporting documents is not forthcoming.*

30.2 *The bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, bidder is found having indulged in above activities, suitable action shall be taken by Company as per extant policies/ guidelines.*

31.0 Confidentiality, Use of Contract Documents and Information

31.1 *Bidder shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Bidder in the performance of the contract. Disclosure to*

any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance

31.2 Bidder shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract

31.3 Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

32.0 Integrity commitment, performance of the contract and punitive action thereof:

32.1 Commitment by Company:

32.1.1 Company commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. Company will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

32.2 Commitment by Bidder/ Supplier/ contractor:

32.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the IPC, 1860 or any other law in force in India.

32.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ Company.

32.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to Company

32.2.4 If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the IPC, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ Bidder as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.

33.0 Stacking and Tiltability of Cargo/Packages:

The cargo should be stacked as per usual shipping standard practices / stacking guideline of corresponding cargo.

34.0 E- Procurement:

34.1 This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform website as given in the General Information table.

34.2 Neither the Organization (Bharat Heavy Electricals Ltd.) nor the e_procurement service provider (as given General Information table) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose.

35.0 Status/Progress Reporting of the contract.

- 35.1 *The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the Contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.*
- 35.2 *The daily reports shall clearly indicate the cargo status, vessel status, customs clearance status work force deployed, category-wise, specifying also the activities in which they are engaged etc. (Refer Annexure-1)*
- 35.3 *Weekly progress review meetings will be held at any suitable location during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the Contractor shall present program of subsequent week. The Contractor shall constantly update/revise his work program to meet the overall requirement.*
- 35.4 *During execution Contractor shall take colour digital photograph on mobile and forward on whatsapp/email etc for each milestone every month/fortnight/week as applicable for all important activities of the works during progress and after reaching of consignment at major locations.*
- 35.5 *Successful contractor has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in Removable hard disk (as per requirement) and handed over to Company on monthly basis, if required.*
- 35.6 *The contractor shall be bound to report movement progresses of all shipments through electronic communication systems such as Fax, Mobile telephony/STD phones/Roaming cell phones, email, web based monitoring system or any other mode desired by Company at regular intervals.*
- 35.7 *The Contractor must give minimum 03-month notice in writing if he wishes to discontinue the awarded work.*
- 36.0 Service During Post Contract Period**
It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (inclusive of extended period, if any) for (3) Three months or till alternate arrangements are made, whichever is earlier.
- 37.0 Volume of work:**
- 37.1 *No guarantee can be given as to any definite volume of work, which will be entrusted to the contractor at any time or throughout the period of contract.*
- 37.2 *Company reserves the right:*
- 37.2.1 *Of placing the contract simultaneously or at any time during its currency with one or more other Clearing & Forwarding Agents as it may think fit, even by calling fresh tenders and / or any negotiations and appoint some other Clearing & Forwarding Agents accordingly if the performance of the contractor is not to the satisfaction of company.*
- 37.2.2 *Of appointing other Clearing & Forwarding Agents for services referred to in the contract to meet any emergency if company is satisfied that the contractor is not in a position to render specific services within the period in which their services are required without reference to Clearing & Forwarding Agent. The mere mention of any item of work in this contract does not by itself, confer a right on the contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.*
- 37.2.3 *In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from Company on this account.*
- 38.0 Parallel contract and allocation of work etc:-**
company reserves the right of concluding parallel contract(s) and also appointing other Clearing & Forwarding Agents during the period of the contract. The contractor will not be entitled to make any representation to this account. The quantum of work allocated to

contractor may be increased or decreased according to the full discretion of Company at any stage of the contract.

39.0 Workmen's Compensation Act and Other Labour Act

The Contractor shall remain liable for the payment of all wages or other money to his work people or employees under the Payment of Wages Act 1963, Employer liability Act 1933, workmen's compensation act. 1923, ESI Act or any other Act or enactment relating thereto and rules framed there under from time to time. This contract will be governed by the entire statutory & safety requirement laid by Government of India & its amendment there-off.

40.0 Fair Wages

40.1 The Contractor shall pay wages not less than fair wages to labourers and to follow Minimum Wages Act, fair wage means wage for the various categories of labour workmen fixed from time to time by the Labour Authorities of the area. The Contractor shall ascertain the minimum fair wage prevailing in the area before submitting tender. The Contractor should also abide' by all regulations of labour in regard to the payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction unauthorisedly made, maintenance of wage book, wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature:

40.2 The Contractor shall duly comply with all the requirement of the Labour Law, Minimum Wages Act, wherever it is applicable, Contract Labour (Regulation and Abolition) Act, Workmen Compensation Act, Provident-Fund Act and the Rules Made there under, Employees States Insurance Act and other Acts are as applicable from time to time and shall keep company fully indemnified and harmless against any action or proceedings, costs of claims, loss or any liability arising against company at the instance of the workmen employed by the Contractor, or of authorities under the respective Acts and against breach of any of the provision of the above said Acts. The Contractor shall also comply with the requirements of act regarding the employment of the Child Labour

40.3 In so far as it relates to complying with provision of Provident Fund Act 1963 and the scheme framed there under, and Employees State Insurance Act, by the Contractor ,company shall be entitled to recover from the Contractor (in case the Contractor fails to comply) all sums and charges paid / payable or incurred by company in connection with the Provident Fund or any other recovery in respect of the Contractors workmen such as ,sums including their contribution, cost of administering the act and administrative expenses incurred by company etc., as also the sums payable in respect of which workmen employed by the Contractor towards the Employees State Insurance contribution.

40.4 The Contractor shall maintain Register showing the names, addresses and other particulars of the insured persons and also obtain ESI / Medical Identity Cards and distribute them to his labourers as employed by him.

Signature and Seal of bidder

SECTION V**TECHNO COMMERCIAL FORMAT**

Offers of parties not meeting the below requirement will be rejected.

Sn	Description	Remarks										
Qualification Criteria												
1.	Valid AEO/LO (Authorized Economic Operator) certificate from Customs in the name of Party.	Self-attested Copy to be uploaded										
2.	Valid CHA license registered with JNCH (Jawaharlal Nehru Customs House), NCH (New customs House) Mumbai and Mumbai Airport Custom with Minimum continuous experience of 07 years in CHA operations issued by Customs in their name.	Self-attested Copy to be uploaded										
3.	<i>Must have running office dealing with Clearing and forwarding operations with all communication facility in MMR region</i>	Self-attested Copy to be uploaded (rent agreement/ electricity bill/ telephone bill, etc supporting the same)										
4	EMD/Valid MSE UDHYAM Certificate / NSIC Certificate	UTR details/UDHYAM certificate / NSIC certificate to be Submitted										
5.	<p>Bidder must have an average annual turnover not less than Rs 16.82 Lacs for the last 3 years. (i.e. average for year 2018-19, 2019-20 & 2020-21). In case Bidder does not have audited financial results for any particular year then the average annual turnover shall be calculated by taking that year(s) turnover/Revenue from operation as Zero and the total shall be divided by 3.</p> <p><u>Format for CA certificate on his letter head</u></p> <table border="1"> <thead> <tr> <th>Sr No</th> <th>Description</th> <th>2018-19</th> <th>2019-20</th> <th>2020-21</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Total Turn Over of Company in Rs</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sr No	Description	2018-19	2019-20	2020-21	1	Total Turn Over of Company in Rs				<p>Copy of audited financial statements with P & L to be submitted or CA certificates in prescribed format with UDIN number to be submitted.</p>
Sr No	Description	2018-19	2019-20	2020-21								
1	Total Turn Over of Company in Rs											
6.	<p>Bidders must submit proof of having have successfully executed or ongoing " Contract inclusive of custom clearance in India" in last 7 years (ending last day of month previous to the one in which the tender was due for opening) as per following</p> <p>(i) Three contracts of value not less than Rs 22.42 lakh each OR (ii) Two contracts of value not less than Rs 28.03 lakh each OR (iii) One Contract of value not less than Rs 44.85 lakh</p>	<p>Copies of satisfactory completion certificate indicating the value of completed work from customer to be uploaded.</p> <p>Contact details of customer (email, contact no) for</p>										

		verification must be provided. Completion certificate not verifiable are liable to be rejected.												
7.	<p>Declaration of having a closed & covered warehouse with a capacity to store at least 2000 CBM of cargo at any point of time and open warehouse having space approx. 10000 Sq meter as per tender terms and condition.</p> <table border="1"> <thead> <tr> <th>S No</th> <th>Details of Warehouse with address (outside BMC limits at Mumbai)</th> <th>Area in Sq. meter</th> <th>Open or close</th> <th>Facilities at warehouse (forklift, crane, electricity, labor, manpower water, sitting, wifi, etc)</th> <th>Owned/ rented/ leased</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S No	Details of Warehouse with address (outside BMC limits at Mumbai)	Area in Sq. meter	Open or close	Facilities at warehouse (forklift, crane, electricity, labor, manpower water, sitting, wifi, etc)	Owned/ rented/ leased							<p>Documents corresponding to ownership/ lease / rent to be submitted. or Support letter from the firm from whom it be leased/ rented /hired / by the bidder. Same will be also verified physically by Company team.</p>
S No	Details of Warehouse with address (outside BMC limits at Mumbai)	Area in Sq. meter	Open or close	Facilities at warehouse (forklift, crane, electricity, labor, manpower water, sitting, wifi, etc)	Owned/ rented/ leased									
	<p>Bidder to submit the below docs along with the declaration for the warehouse:</p> <ol style="list-style-type: none"> AEO LO certificate of the warehouse Fire NOC NOC to store HAZ cargo Details of owners with contact no. and email 	To be submitted												
8.	<p>The Bidder should not have been referred to BIFR/NCTL or declared 'SICK' by any Statutory Authority. Bidder to submit below self- certification: "The (company Name) has not been referred to BIFR and Interim Resolution Professional (IRP) has not been appointed for initiating insolvency proceedings by NCLT as on date of publication of NIT".</p>	A self-certification should be submitted by bidder												
9.	<p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on Company web site www.bhel.com. Bidder to submit below self- certification. " The (company name) has not been Suspended for business dealing by BHEL and we do not engage services of any banned firms available on BHEL.com."</p>	A self-certification should be submitted by the bidder indicating compliances. Date to be mentioned on the certificate												
10.	<p>Fumigation Agent details:</p> <ol style="list-style-type: none"> Copy of certificate of registration from ministry of agriculture to be submitted. In case fumigation service to be outsourced then Copy of certificate of Registration of Fumigation agency from Ministry of Agriculture along with letter of support to be submitted. 	Details to be submitted as applicable												
<p>Note : Offers of parties not meeting above qualifying criteria will be rejected.</p>														
<p>Documents to be submitted</p>														

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1.	Bidder must have handled at least 100 BEs /SB of Engg/Project cargo (includes DEEC, EPCG, PI, MEIS Bes, RODtep/ Drawback, etc SBs etc.) per year in the previous three financial years.	Self-certificate as per attached format to be uploaded (ref Annexure B)
2.	Name & Address of the company along with contact details of Owner, Chairman, MD, CEO and directors.	Details to be submitted
3.	Type of Ownership: Proprietorship or Partnership or Private Limited or Public Limited/ Central Undertaking or State undertaking or Any other (specify) Partnership deed in respect of Partnership firms: Copy to be uploaded if applicable Certificate of Incorporation in respect of Ltd Co: copy of certificate to be uploaded	Details to be submitted
4.	Company Details i) PAN Number ii) GST Registration number iii) Bank E-mandate	Details to be submitted
5.	Name, Email ID, Mobile number of person acting as single point of contact during tendering process	Details to be submitted
6.	F card details of Proprietor/Partner/Director of the Bidder	Self-attested Copy to be uploaded on e-procurement portal
7.	List of Bidder Employees having G & H Card both at Airport/Mumbai/Nhava sheva	Self-attested Copy to be uploaded on e-procurement portal
8.	The Bidder is required to state whether Any owner or director is also Director of BHEL or related to any Director of BHEL. Note - Latest list is available in the company web site. Bidder may check for any changes in the list of directors at the time of submission. 1] provide Name of the director or owner of contractor who is also Director of BHEL 2]Provide Name of the Director of the BHEL who is related to the any of director / owner of contractor	Details, whichever applicable to be submitted: In case none is applicable then bidder should submit self – declaration stating same.
9.	Letter of authorization / Power of attorney(latest)/ Board resolution for signatories to act on behalf of the company	Copy to be submitted
10.	Tender Document with sign and seal of authorized signatory on all pages	To be Submitted
11.	The compliance letter duly signed and stamped on letter head is to be submitted/Uploaded on E-portal as per section VII	To be Submitted

Agreement to be furnished:		
The below is gist of tender terms and condition and submission of complete tender document with sign and seal will be acceptance of all terms and condition of tender whether or not listed below		
1.	PAYMENT TERMS: As Specified in the Tender terms and conditions	Agreed
2.	INDEMNITY : As Specified in the Tender terms and conditions	Agreed
3.	ARBITRATION: As Specified in the Tender terms and conditions	Agreed

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4.	FORCE MAJEURE:” As Specified in the <i>Tender</i> terms and conditions	Agreed
5.	CANCELLATION OF THE CONTRACT: <i>As Specified in the Tender terms and conditions</i>	Agreed
6.	TAXES/TDS/.GST: <i>As Specified in the Tender terms and conditions</i>	Agreed
7.	VALIDITY: The period of contract will be for ONE year with the provision of further extension up to one year by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for three more months	Agreed
8.	GOVT.RULES & REGULATIONS: <i>As Specified in the Tender terms and conditions</i>	Agreed
9.	RISK PURCHASE: As Specified in <i>Tender</i> Terms & Conditions.	Agreed
10.	Participation in Reverse Auction as per tender terms and conditions. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno- commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking. Bidder can refer BHEL reverse auction guideline at https://bhel.com/guidelines-reverse-auction-2021	Agreed
11.	Fraud Prevention: As Specified in Tender Terms & Conditions.	Agreed
12.	Drawback processing: As Specified in Tender Terms & Conditions.	Agreed
13.	The Bidder must be fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Laborer’s Act / Child Labor Act / Mathadi board / Transporter board/ Customs and Port Procedure and all other relevant Acts, Rules and regulations of Maharashtra state and Govt. of India in course of their activities and whether they are being fully complied with. Also all handling equipment’s are complying as per HSE compliance / ISO 9001/14000/OHSAS compliance.	Agreed.

SIGNATURE AND SEAL OF BIDDER

Section VI

(Letter of compliance on Company's Letter Head)

Ref No:

Date:

To,

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

Sub : Your Tender no RE/MUM/IMP/AC/CH-2236

Dear Sir,

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

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

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

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

I agree to furnish any other information / produce any record for inspection as may be required by the competent authority or an officer duly authorized by the competent authority of Bharat Heavy electrical Limited.

I / We also give the undertaking that all the statutory acts, rules & regulations applicable to International Business and to central /state Govt. in load port and discharge port country are being and will be followed by us in course of our operations/ execution of the contract.

We are aware and now conversant with local site conditions / Weather conditions / Route feasibility to site/Local social issues/Local labor issues/Local political issues/ Geo-political situation/ Work Culture/ Weekly holidays/ festivals Holidays, etc.

The above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions

I affirm that the particulars given are true to best of my knowledge and belief.

Thanking you,

Yours faithfully,

Signature and Seal of Bidder

SECTION VII

PRICE BID

We are ready to do the work on _____% (Percentage to be quoted in price bid in figure and word) of the BHEL Schedule rates as defined from Sch 01 to Sch 05.

Note:

- a. Decimal not to be quoted.
- b. Price BOQ file uploaded at e-procure portal is designed in such way that decimals will be converted to nearest integer (example :
 - 79.4 will be converted to 79
 - 79.6 will be converted to 80
 - 79.5 will be converted to 80
- c. The % of quoted in the price bid shall be uniformly applied to all Price Bid slab rates. (For Schedule S01 to S05)
- d. Price Bid Slab rates are exclusive of GST.
- e. No individual slab rate discount is permitted.
- f. Reverse Auction will be conducted on quoted percentage of BHEL cost in price bid.
- g. Total projected value of contract as per BHEL offered slab rate is **INR 9344713/-**.

Example 1.

If bidders quote 110 %, each slab quoted rates will be 1.1 times Price Bid slab rate

Example 2.

If bidders quote 80 %, each slab quoted rates will be 0.80 times Price bid slab rate

SIGNATURE AND SEAL OF BIDDER

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Price Bid

Fixed Schedule of Rates: Sch-01(S01) to Sch-05(S05)

SCH.-S-01	SEA & AIR IMPORT/EXPORT DOCUMENTATION			
AGENCY CHARGES				
Sn.	Detail of operations	Description/UOM	Rate	Tentative Load
1a	Processing of all types of BE/SB till Out of charge/LEO including DCS/Bond debit etc.	Rates Per BE/SB	1435	578
1b	Processing charges for Back to Town clearance at JNPT/MBPT/Airport	Rates Per SB	5234	1
2	Any initial type of registration of Bonds/ undertaking etc. against BE/SB (Excluding stamp paper cost & notary charges)	Rate per Undertaking/bond	770	0
3	Registration of Advance authorisation / EPCG/FMS/MEIS/DCS Licence or any other licence.	Rate per Licence	2520	1
4	Initial PI Registration (PI) at Customs.	Rate per PI Registration	15945	5
6	Registration of amendment to PI/ any other licence issued as and when by Govt. or Extension of bond./ registration of additional bond	Rate per amendment/Extension	1140	34
7	Charges for opening of package for customs examination & repacking (including labour, carpenter and handling)	Rate Per Package	760	174
8	Minor Repair of Packages by the way of Strapping (certification of Company representative is required)	Rate Per Package	750	174
9	Repair of package if required. (Done by authorised parties working at Docks/CFS). Reimbursement will be done on production of original receipt of said authorised agencies (advise from company/ email/ certification for the activity required)	Actual as per receipt	At Actual	0
10	Cargo storage Charges, payable on the maximum FRT cargo, starting from 2nd week, from receipt of first package of the consignment in Warehouse. For volumetric weight less than 1 FRT, payment will be made for 1 FRT. (1st week storage shall be free).	Per week per FRT	140	5448
11	Cancellation of Auction sale notice.	Per BE/SB	2275	3
12	Notary charges for notarising documents.	per document	225	5
13	Rates for processing of challan for duty and interest against Advance licence/ PI/ Power Cert/Others wherein customs have issued notice or Suo Moto. or Company makes excess duty payment.	Rate / BE	950	36
14	Coordination Charges for processing of manifest amendment (Inclusive of documents collection from carrier and submitting documents to customs and follow up with customs). These charges are exclusive of Customs receipted fees, fine & penalty.	per amendment	1965	0
15	Rates for clearance of post parcel consignment including all charges for handling, shifting to Company nominated place. Actual postal/courier charges if any, will be reimbursed at actual on production of receipt.	per post parcel	1670	0

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16	Speedy/Fast Courier through DHL, Blue Dart etc for sending documents etc. to outstation Company or other offices would be reimbursed at actual on production of original invoice & receipt with GST No. (advise from company/ email/ certification for the activity required)	per courier receipt	At Actual	0
17	Re-assessment/amendment of BE/SB by way of addition of Invoice or any other details as advised by Company excluding custom receipted charges which shall be reimbursed at actual.	Rate per BE/ SB	1840	11.56
18	Charges for the extension of the Bonding period under sec 59/69	Per amendment	1530	1
19	Rate for obtaining permission from various agencies including customs/port/shipping company to take DPD delivery of containers from JNPT port excluding indemnity bond charges which shall be paid at actual	Per BL	550	65
20	Transport charges (including any challan) of cargo from MBPT /CFS /ICDs, ACC, JNPT-CFS etc. to Warehouse (ODC Shipments) in and around Mumbai Metropolitan Region. Vehicle deployment to be certified by Company.			
a)	Trailer -20'	per vehicle	15040	2
b)	Trailer -40'	per vehicle	19145	5
21	Charges for obtaining debit sheet from customs for EDI registered DEEC/EPCG/FPS/FMS/MEIS/PI/SEIS/etc.	Per licence	1375	16
22	Charges for the Reconstruction of the BE/ SB including all activities like FIR, bond and re-generation of EOOB copy if required, Custom charges shall be paid as per actuals against receipt.	Per BE/SB	5325	0
23	Charges for obtaining NOC from Custom for removing ALERT / other claims	Per NOC	1875	8
24	Processing of Duty drawback claims as per IN CASE OF BHEL INSTRUCTIONS	Per SB	2790	9
25	Fumigation of Export packages (Charges for Minimum 2 CBM will be paid, for shipments having CBMs higher than 2 CBM; payment will be as per actual CBM.)	Per CBM	365	363
26	Weighment of Export Packages (For weighment procedure when weighment is ordered including loading and unloading involved. For weight of less than 1 FRT, payment will be made for 1 FRT) (Min facility available up to 10MT)	per frt	665	54
27	Service charges for marking/ changing markings on packages as per company instructions			
a)	Inside Docks	Per pkg	445	25
b)	Inside Warehouse	Per pkg	380	25
SCH-S-02	HANDLING CHARGES SCHEDULE			

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SCH-S02(A1)	HANDLING CHARGES SCHEDULE UPTO 20 MT : IMPORT/EXPORT AT MBPT, MBPT's CFS/ICDs, MULUND CFS, JNPT's CFS/ICDs, ACC CUSTOMS BONDED AREAS AND CONTRACTORS WAREHOUSE etc				
	Unloading/Loading from/onto vehicles at places mentioned above.				
	(1 handling charges = 1 loading or 1 unloading)				
28	charges per FRT up to 20 MT	charges per FRT	500	7094.9748	
<p>Note:</p> <p>1. Billing to be based on the Package CBM / weight whichever is higher.</p> <p>2. For scheduled employments, Contractor shall engage the services of contractor/labour as per Maharashtra Mathadi, Hamal and other Manual Worker Act 1969, if needed. (No extra charges payable).</p> <p>3. Handling of Cargo belonging to the category of Non Ferrous like Copper, Nickel, Zinc, metal other than steel and iron (if arriving at contractor Warehouse) will be done by Mathadi labour Toli No M07. Company will make direct payment, in case their services are utilised, for such cargo as per the scheduled rates of Mathadi Labour board.</p> <p>4. 1 FRT Ton (1 CBM) = 1 MT. Minimum payment of One frt will be payable.</p>					
SCH-S02(A2)	HANDLING CHARGES SCHEDULE ABOVE 20 MT (HEAVY LIFTS): IMPORT/EXPORT AT MBPT, MBPT's CFS/ICDs, MULUND CFS, JNPT's CFS/ICDs, ACC CUSTOMS BONDED AREAS AND CONTRACTOR WAREHOUSE				
29	LUMSUM CHARGES for direct loading onto / from ship by ship crane (Hook Delivery) into/from vehicles placed by Company (Including obtaining all permissions) per BE	per BE /SB	2615	8	
	Unloading/Loading from/onto vehicles at places mentioned above.				
	(1 handling charges = 1 loading or 1 unloading)				
30	Above 20 to 30 MT (W/M)	per BE /SB	9660	3	
31	Above 30 to 50 MT (W/M)	per BE /SB	13080	2	
32	Above 50 to 100 MT(W/M)	per BE /SB	28195	1	
33	Above 100 to 150 MT(W/M)	per BE /SB	54770	0	
<p>Note:</p> <p>Note:</p> <p>1. Refer to sl no 3 and 4 of Note to schedule SCH.-S-02(A1)</p> <p>2. Handling charges for bonded warehouse will be payable for cases where Company does not pay handling (loading/unloading) charges to CFS directly.</p>					
	SERVICE CHARGES SCHEDULE				
SCH.-S-03	IMPORT : CONTAINER CARGO AT MULUND CFS/ ICDs AND CFS/ ICDs AROUND JNPT				
A	Service charges for co-ordination with CFS/ICDs for delivery of the cargo for FCL container (Applicable for sea Imports only)				
	For De-stuff delivery:	per container			
34	20 FT		680	41	
35	40 FT		870	53	
	For Loaded container delivery:	per container			
36	20 FT		655	0	
37	40 FT		750	0	

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B	Service charges for co-ordination with CFS/ICDs for removal of lashing in case of Flat rack container and removal of Tarpaulin for OT containers (not applicable in case of GP Containers) - (Applicable for sea Imports only)			
	For De-stuff delivery	per container		
38	20 FT		1265	2
39	40 FT		1625	10
40	Service charges for co-ordination with CFS/ICDs for delivery of the cargo per LCL	per BE	2275	101
41	Service charges for Exports for co-ordination with CFS/ICD/MIAL/AIR INDIA CONCOR or GVK Agent: (Applicable for Exports only)	per SB	705	88
42	Service charges for co-ordination with MIAL/AIR INDIA CONCOR or GVK Agent for delivery of the cargo per shipment (per BE): (Applicable for Air Imports only)	per BE	1730	322
Note:-				
1. Wherever usage of port handling equipment is compulsorily used through CFS for stuffing/de-stuffing & Loading, the said charges for using PORT/CFS handling equipment at respective CFS will be reimbursed as per rate schedule/actual receipts.				
2. Refer to slno. 3 and 4 of Note to schedule SCH.-S-02(A1)				
3. Wherever the port handling equipment is not available, the contractor has to arrange the suitable cranes to handle the material. Charges shall be reimbursed against the Original receipt				
4. For cases, where shipment is Part FCL, Single container with multiple BHEL dockets , the co-ordination charges will be paid as per FCL on per container basis only				
	TRANSPORTATION CHARGES SCHEDULE			
SCH.-S-04	IMPORT/EXPORT AT MBPT, MBPT's CFS/ICDs, MULUND CFS, JNPT's CFS/ICDs, CUSTOMS BONDED AREAS AND CONTRACTOR WAREHOUSE			
43	Transport of cargoes (including all permissions) from MBPT & their CFS/ICDs to contractor Warehouse, from MBPT & their CFS/ICDs to Customs notified Bonded area, from CFS/ICDs of JNPT to contractor Warehouse, from CFS/ICDs of JNPT to Customs notified Bonded area and vice versa (for export cargo movement) Transportation of cargoes from MIAL/AAI / AIR INDIA CONCOR or GVK Agent to customs bonded area /contractor Warehouse / courier company/ nearest Railway station in vicinity of Mumbai MMR region including all permissions Transport of cargo from Customs notified Bonded area to contractor Warehouse (MIN TRANSPORTA PAYMENT WILL BE DONE FOR 4 FRT)	Charges per FRT	500	4585
	Transport of cargo from contractors' Warehouse to Transporters Warehouse/ company office or customer (located within and around Mumbai)/ Courier company's Warehouse/ any railway station in vicinity of Mumbai and vice versa.			
44	Mini Truck (up to 6 MT)	per vehicle	3180	0
45	Full Truck (>6 & ,=9 MT)	per vehicle	4770	0

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	LOADED CONTAINER DELIVERY AND RETURN OF EMPTY CONTAINER			
46	Transport of the loaded Containers from JNPT port and unloading at contractor Warehouse after completing the DPD procedures	Rate per TEU	9225	0
47	Loading, Transportation and delivery of the Empty Container from contractor warehouse to Shipping Companies Empty yard (including container repositioning charges)	Rate per TEU	5755	0
Note: Permission for taking the DPD delivery will be paid separately as per Sch. S01- Sr no 19.				
SCH.-S-05	AIRPORT TARMAC CLEARANCE, HANDLING, DELIVERY			
Tarmac shipments	Charges for all services including BE/SB filing, custom clearance, examination, handling, loading/unloading from/through Tarmac onto/from vehicles (arranged by Company/ Contractor) etc. (Including all permissions required for Tarmac operations) wherein location is mentioned in the warehouse receipt (To be certified by Company representative). No other charges shall be payable			
48	Up to 20 MT	per consignment	12505	0
49	Above 20 MT to 40 MT	per consignment	29590	0
Note:				
1. Refer to sl no. 3 and 4 of Note to schedule SCH.-S-02(A1)				
2. Above rates shall include Handling & loading equipment's charges arranged by bidder.				

CHECK LIST FOR MATERIAL HANDLING
(for Single piece >5MT)
(Proof of compliance with Indian Dock Labor Act)

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

Instructions to Contractor

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

Handling / Transportation Equipment Used for Above Cargo

A) Fork Lift / Mobile Cranes

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

Yes/No

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

Yes/No

B) Wire Ropes / Slings

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

Yes/No

C) Trucks /Trailers

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

Yes/No

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

-

Signature of CONTRACTOR 's Dock in charge

FORMAT FOR NO. OF BE/ SB HANDLED

Annexure B

Self-Certificate

(To be taken on Company Letter Head)

This is to certify that we M/s _____ have handled Bills of entry / Shipping Bills under following details.

	2019-20	2020-21	2021-22
[1] Bills of Entries / Shipping bills handled –			
[A] Engg/Project cargo Goods			

SIGNATURE AND SEAL OF BIDDER

CHECK LIST FOR DOCUMENT TO BE UPLOADED

1. AEO/LO certificate from Customs
2. Customs Broker License
3. F card details of Proprietor/Partner/Director of the Bidder
4. List of Bidder Employees having G & H Card
5. Running office details – Agreement / leave and licence copy. /telephone bill/ electricity bills/ Rent receipts.
6. CA Certificate in the format given along with audited balance sheet
7. Copies of contract/ work order with satisfactory completion certificate from customer
8. Details of work order/ contract in the format given
9. Valid GST registration certificate, PAN, bank E mandtae
10. Self-Certification for NOT have been referred to BIFR/NCLT or declared 'SICK' by any statutory Authority.
11. Self-Certification of NOT being banned on business dealing by company.
12. Self-certification of the number of BE's/ SB's handled in the format given
13. Power of Attorney /copies of the signing authorities with letter of authorization
14. Declaration of having a closed & covered warehouse in the vicinity of Nhava sheva / JNPT with a capacity to store at least 2000 cbm of cargo at any point of time or support letter from the firm from whom it be hired / rented by the contractor
15. AEO LO certificate for warehouse
16. Fire NOC for warehouse
17. NOC to keep Haz cargo
18. Partnership deed if applicable
19. Certificate of incorporation.
20. Bank Reference details for electronic Fund transfer as mentioned in the tender. (E-mandate form)
21. Relationship with Company Directors and employees
22. Address of offices in the vicinity of each at 1. Mumbai Airport and 2. Nhava Sheva
23. EMD details / MSME certificate
24. Compliance Letter as per section
25. Tender Document
26. Warehouse facilities
27. Handling and transport facilities

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Abbreviations used in tender

1	AEO – Authorised Economic Operator	32	GTI - Gateway Terminals India	63	POL – Port of Loading
2	B/E or BE – Bill of Entry.	33	GVW- Gross Vehicular weight	64	PQR- Pre-Qualification Requirement
3	BG – Bank Guarantee	34	HAZ – Hazardous or cargo having MSDS.	65	PSU – Public sector undertaking
4	BHEL – Bharat Heavy Electricals Limited	35	HBL – House Bill of Lading	66	QR - Quick Response
5	BIFR – Board for Industrial and Financial Reconstruction.	36	ICD – Inland container Depots.	67	RA – Reverse Auction
6	BL or B/L– Bill of Lading	37	ICEGATE - Indian Customs EDI Gateway	68	RC – Registration Certificate
7	BMCT – Bharat Mumbai Container Terminals	38	IEM - Independent External Monitor	69	ROD – Regional Office Division
8	CA – Chartered Accountant	39	IFSC – India Financial System Code	70	RRI - Rate Restoration Initiative
9	CAN- Cargo Arrival Notice	40	IGM-Import General Manifest	71	S/B or SB – Shipping bill
10	CBM – Cubic Meter	41	IMO- International Maritime Organization	72	SECA - Sulphur Emissions Areas Surcharge
11	CEO – Chief Executive Officer	42	IPA - Integrity Pact Agreement	73	SOC- Shipper Own Containers
12	CFS – Container Freight Station	43	IPC /PC – Indian Penal Code / Prevention of Corruption	74	T&P – Tools and Plants
13	CHA- Customs House agent or Customs Broker	44	IRN - Invoice Reference Number	75	TDS – Tax Deduction at source
14	CMD – Chairman and Managing Director	45	JNPT/ JNCH - Jawaharlal Nehru Port Trust/ Jawaharlal Nehru Custom house	76	TEU – Twenty Equivalent Feet
15	SCMTR - Sea Cargo Manifest and Transshipment Regulations	46	LC – Letter of Credit	77	THC- Terminal Handling charges
16	DD – Demand Draft	47	LOA- Letter of Award	78	UCP – Uniform Customs & Practice
17	DO – Delivery Order.	48	MICR – Magnetic Ink Character Recognition.	79	UDIN - Unique Document Identification Number
18	DPD – Direct Port Delivery	49	MO - Mobile	80	VOY – Voyage
19	DSC - Digital Signature Certificate)	50	MSE - Micro/Small Enterprise	81	VTS - Vehicle Tracking System
20	EFT – Electronic Fund Transfer	51	MSME – Ministry of Small and Medium Enterprises	82	NNDs – Non-negotiable document
21	EMD – Earnest Monet Deposit.	52	NCH – New Customs house		
22	ETA – Estimated Time of Arrival	53	NCLT: -National company Law Tribunal		
23	FCR – Forwarder cargo Receipt	54	NOC – No Objection certificate		
24	FDR – Fixed deposit Receipt	55	NSIC – National Small Industries Corporation		
25	FLT – Fork Lift Truck	56	NSICT - Nhava Sheva International Container Terminal		
26	FOB – Free On Board	57	OBL – Original Bill of Lading		
27	FRT – Freight tons	58	OOB – Out of Charge		
28	GMI- General Manager- In charge	59	PAN – Permanent Account Number		
29	GPS - Global Positioning System	60	PD - personal deposit		
30	GRI – General Rate Increase	61	Ph- Phone		
31	GST – Goods and services Tax	62	POD – Port of Destination		