

TENDER NO : HYD/CMM/FE/13-14/001

**TENDER FOR APPOINTMENT OF
CUSTOMS HOUSE AGENT**

TENDER NO: HYD/CMM/FE/13-14/001



Tender Due Date

: 24 09 2013 : 11:00 Hrs

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BHEL Hyderabad is involved in Manufacture of Power Equipment. The annual import volume (containerized cargo) is equivalent to 200 TEUs / 4000 MT (apprx.). The actual imports can however be in 40' / 20' GP, OT, HC and Flat Rack containers. The Company has plans to import some of these FCL/LCL imports to ICD Sanath Nagar (port code **INSNF6** starting from 2013-14 onwards. To begin with, BHEL Hyderabad is considering import clearance of the containerised cargo arriving at ICD Sanath nagar.

The Sanath nagar Dry port (ICD with port code INSNF6) is approximately 22 km away from BHEL Hyderabad and is located near Moosapet. The dry port CFS is managed by M/s. CONCOR.

BHEL Hyderabad desires to appoint a CHA, for custom clearance and related activities coordination for import clearance of consignments of approx 1000 MT (+/- 20%) of cargo which will be normally shipped in 20' / 40' containers. Detailed specifications and scope are covered in Section -II

Names & addresses of the Contact Persons for this tender are

Sl. No.	Name and Address	Phone Nos. & Email
1	Mr. Subramanian K Additional General Manager (CMM-FE) BHEL Hyderabad Mr. Indrasena K Sr.Engineer (C MM-FE) BHEL Hyderabad	Ph. No. 040-23185050 Fax No. 040-23186026 Email: sk@bhelhyd.co.in Ph. No. 040-23182271 Email: indra@bhelhyd.co.in

SECTION I

GENERAL TERMS AND CONDITIONS

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

- 1.1** BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110049, India or its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
- 1.2** "CHA" shall mean the individual, or group of individuals who enter into Contract with BHEL and shall include their executors, administrators, successors and assigns. "CHA" shall also mean "CHA", "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" where the context so requires.
- 1.3** "SITE" shall mean the place or places, including BHEL Hyderabad store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.4** "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, 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).
- 1.5** Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6** "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions, Conditions, Technical specifications/requirements, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidders are required to submit their offer.
- 1.7** "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8** "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any BHEL employee or Association or Body or Individuals, whether incorporated or not.
- 1.9** "VALIDITY OF THE CONTRACT" The contract will remain in force till the date agreed upon in the contract agreement upon awardal.
- 1.10** "COMPLETION OF THE CONTRACT" The contract will be treated as completed on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

2.0 COMMENCEMENT OF WORK:

The CHA shall commence the work on specific intimation from BHEL in writing or at the time indicated in the agreement and shall proceed with the same with due expedition without delay. If the CHA fails to commence the work as per the terms of agreement/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard. The estimated value & the scope are subject to a variation of $\pm 20\%$ based on the actual quantum of imports.

3.0 INVOICES AND PAYMENTS:

- 3.1** The CHA 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 agreement.
- 3.2** The Service tax element shall be paid extra as applicable on that date of transaction as shown in the invoice.

4.0 RISK PURCHASE:

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

- 4.1** If at any time during the currency of the contract, the CHA fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the CHA, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the CHA and also forfeit the security deposit.
- 4.2** To recover any money due from the CHA, due under this contract or any other contract or from the Security Deposit.
- 4.3** To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

5.0 OBSERVANCE OF LOCAL LAWS :

- 5.1** The CHA shall comply with all Laws, Statutory Rules, and Regulations etc. The CHA shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 5.2** The CHA shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract.
- 5.3** The CHA shall be responsible for the proper behavior and observance of all regulations by the staff employed.

6.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- 6.1** All safety rules, codes applied by BHEL/its customer at site shall be observed by the CHA and his workmen without exception. The CHA shall be responsible for the safety of the equipment/materials and work to be performed by him.

7.0 INSURANCE:

- 7.1** BHEL shall arrange to insure the consignments/ materials of BHEL covering the risks during transit and material handling at port(s).
- 7.2** The CHA shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the CHA or his employees.

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- 7.3** The CHA 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.
- 7.4** If due to CHA's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance BHEL, the deficit will be recovered from the CHA.

8.0 FORCE MAJEURE:

The following shall amount to force majeure conditions:-

- 8.1** 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 BHEL & CHA has no control.
- 8.2** If the CHA 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 CHA to BHEL within 14 days from the date of occurrence thereof.
- 8.3** The CHA by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 8.4** Force Majeure conditions will apply on both sides.

9.0 PREVENTION OF CORRUPTION:

- 9.1** Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.
- 9.2** BHEL shall be entitled to cancel the contract and to recover from the CHA the amount of any loss resulting from such cancellation, if the CHA has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favour or dis-favour to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the CHA in relation to this or any other contract with BHEL.

10.0 ARBITRATION

- 10.1** If at any time, any questions, disputes or differences whatsoever arising out of, or in any manner concerning the contract between BHEL and the CHAs, the same shall be referred to the sole arbitrator i.e. EXECUTIVE DIRECTOR, BHEL, R.C.Puram, Hyderabad or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions of Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both the parties.

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

10.3 The place of Arbitration will be BHEL, Hyderabad

11.0 LAWS GOVERNING THE CONTRACT:

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

11.0 INDEMNITY:

The CHA shall indemnify and keep BHEL indemnified for all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

12.0 SECURITY DEPOSIT:

12.1 Successful bidder shall submit the SD as specified at 12.2,12.3 & 12.4 of this NIT within a week from the date of LOI for the contract

12.2 For Contracts up to Rs.10 lakhs – the security deposit is 10% of the contract value.

12.3 For 10 – 50 lakhs - the security deposit is Rs. 1 lakh plus 7.5% on amount exceeding Rs 10 lakhs of the total contract value.

12.4 For above 50 lakhs - the security deposit is Rs. 4 lakhs plus 5% on amount exceeding Rs 50 lakhs of the total contract value.

12.5 Security deposit may be made in the form of (a) Demand Draft in favour of BHEL,Hyderabad (b) Local cheques of scheduled banks subject to realization (c) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee Format should have the approval of BHEL (e) Fixed Deposit receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the CHA, A/C BHEL, duly discharged on the back.

12.6 The security deposit shall not carry any interest.

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

13.0 EARNEST MONEY DEPOSIT:

13.1 The bidders shall submit along with Technical bid, a Demand Draft of Rs. 60000/- (Rupees Sixty Thousand only) drawn in favour of Bharat Heavy Electricals Ltd. Payable at Hyderabad towards refundable Earnest Money Deposit.

13.2 The EMD submitted by the by the tenderer will be forfeited if;

- (i) The tenderer revokes his tender within the validity period or increases his earlier quoted rates after opening of the Price bid
- (ii) The tenderer does not commence the work within the period as per LOI / contract. In case the LOI / contract is silent in this regard, then within 15 days after award of contract.
- (iii) EMD shall not carry any interest.
- (iv) EMD of successful bidder shall be adjusted towards part of the security deposit payable by DD.
- (v) EMD of all unsuccessful bidders shall be refunded normally within fifteen days of award of work to the successful bidder.

14.00 Miscellaneous/others

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

SECTION II

Instructions to the Bidders & Special Conditions relevant to this Tender

1.0 Composition of Tender Bid

The tenders will be submitted in two-bid system in separate sealed covers as explained below:-

1.1 Price Bid

1.1.A Price Bid' is to be submitted in the formats specified in Section V, Annexure-II of this tender document. This envelope should be clearly superscribed as '**PRICE BID Part-II**' and the enquiry no. as CMMFE/CHA/13-14/001 and due date.

1.1.B Rates have to be quoted for each and every item of Schedule without any corrections/over writing. Any discrepancy shall result in disqualification. Bidders shall quote rates against the items in the Tender Schedule for the work as fully described and contained therein. No modifications to the work contained in the items will be allowed. The bids if submitted for part scope of services shall result in disqualification.

1.1.C Quotations other than in prescribed formats will not be accepted under any circumstances.

1.1.D No modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in this sealed cover. Any such clarification/modification if enclosed in this sealed cover (Price Bid) will be totally ignored and such bids are liable to be rejected. Any clarifications if arises shall be settled before submission of the tender.

1.2 Technical Bid

1.2.A Bidder shall sign **Annexure-I** of section V **in token of acceptance of all the conditions contained in this tender** and submit all these documents & signed the same in separate sealed cover including section IV affidavit to be clearly super scribed as "**Technical Bid- Part-I**" and the enquiry no. as CMMFE/CHA/13-14/001 and due date.

1.2.B The envelope containing Technical bid- Part-I shall also contain the Demand Drafts of Rs. 60,000/- towards EMD. Offers without requisite E.M.D. will be rejected.

Both Envelopes containing Technical Bid and the Price Bid should be kept in a separate sealed cover. This cover shall be labeled with the CHAs name, address and contact person. The cover may be super scribed "**TENDER FOR APPOINTMENT OF CUSTOMS HOUSE AGENT- CHA TENDER - No. CMMFE/CHA/13-14/001**" and due date and shall be addressed to the "**The Purchase Officer, Vendor Complex, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502 032**".

Tenders complete in all respects shall be sent to BHEL Hyderabad so as to reach latest by 11.00 hrs of the due date of tender(scheduled due date 24 09 2013). Tenders received after the scheduled time & date are liable to be rejected. The technical bids shall be opened on the same date at 14.00 hrs in the presence of the bidders who choose to be present.

Price bids of tenderers whose technical bids are found acceptable will only be opened subsequently, with due information to the qualified bidders.

1.3 Reverse Auction

The L1 Tenderer shall be decided through Reverse Auction based on the overall price for the complete operations and successful vendor shall enter into an agreement prior to taking up the job on a Non-

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Judicial Stamp Paper worth Rs. 100 at his cost. The agreement shall be entered within a week of awardal /intimation of contract.

The offers shall be kept valid for a period of 60 days from the date of opening of the Bid.

Failure to enter into agreement within a week from the date of intimation shall lead to forfeiture of EMD/SD and termination of contract further. In such an event BHEL reserves the right to engage services from other successful Tenderer (i. e. L2 to L5 in this tender), at the risk and cost of the vendor and extra expenditure, if any, incurred by BHEL shall be recovered from the L1 vendor also BHEL may proceed for penal actions subsequently.

1. Any request from the Tenderer in respect of additions, alternations, modifications, corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.
- 2.0 The acceptance of tender and award of the contract shall rest with BHEL who does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders Received, without assigning any reason thereof.
- 3.0 The acceptance of tender shall be intimated to the successful CHAs through a Letter of Award (LOA)/ LOI. The CHA shall be required to enter into contract and submit security deposit as per para **12.0 of Section I** of Tender Document, within 7 days from LOA/LOI. In the event of failure on the part of the CHA to sign the agreement and furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the acceptance of his Letter of award may be considered as withdrawn.

4.0 Evaluation Criteria :

- a) Since the Custom clearance activities are to take place at Sanathnagar / Hyderabad, the Bidder shall indicate the details of the Office set-up and service network established at Sanathnagar for rendering services for Import clearance. Confirmation with details to be furnished at no.17 in the technical Bid.
- b) The Bidder shall enclose following documents in support of their credentials for clearance activities;
 - i. Copy of Parent License registered with Customs Authorities, hyd.
 - ii. Copy of Endorsement of the License by Hyderabad Commissionerate for Clearance at ICD Sanath nagar / Hyderabad.
 - iii. Certificate of Experience from customers towards ICD clearances at hyderabad with proof of copy of Bill of Entries cleared in the recent past not beyond 3 years by financial year wise.
 - iv. Details of Turnover in last three financial years ending with 2012-13. On an average the vendor shall have a turnover of minimum 12 lakhs per annum.
- c) The quantities considered for evaluating the bid is attached along with tender.(Refer Annexure-II)
- d) In case of omission of rates in any item(s) of a schedule(s) by any bidder(s), the bid shall be liable for rejection.
- e) Any clarifications regarding the scheduled activities listed in Technical Bid as well as Price Bid must be obtained before the offer is submitted. No clarifications after due date shall be entertained.
- f) Copy of Income Tax Clearance Certificate/SARAL or proof having submitted the returns for assessment years 2010-'11,2011-12 and 2012-'13 duly attested by Notary is required.
- g) Copy of "PAN allotment letter issued by Income Tax Authorities" duly attested by Notary is required.

The Bids shall be evaluated on the basis of total cost to BHEL Hyderabad for all the items of price bid format added together and not on the basis of rate of individual items in the rate schedule as per clause no. 1.3

5.0 PERIOD OF CONTRACT

- a) The period of CHA contract will be for One year from the date of awardal of contract with the provision of further extension of up to one year with mutual consent of parties to the contract.
- b) BHEL reserves the right to terminate the contract at any time, without assigning any reasons thereof, by giving one months' notice of their intention to do so in writing to the Agent who shall not be entitled for any compensation by reason of such termination.
- c) If at any time during the currency of the contract, the Agent fails to render all or any of the services required under the scope of work satisfactorily in the opinion of the BHEL, whose decision shall be final and binding on the Agent, the BHEL reserves the right to get the work done by other parties or departmentally at the Agent's risk and cost.
- d) In the event of the Agent going into liquidation or winding up business or making arrangements with a third party, the BHEL shall have the right to terminate the contract forthwith. In case any of the partners of the agent become insolvent, the contract shall automatically stand terminated. BHEL reserves the right to claim from the CHA any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract.
- e) Whenever asked by BHEL, all documents including Licenses, Power certificates, Exemption certificate etc will be returned by Agent immediately but not later than 3 working days, failing which appropriate action as deemed fit by the BHEL will be taken.

6.0 PAYMENT TERMS:-

The payments shall be released in the following manner;

Freight related charges to ocean Freight forwarder, Custom Duty payment to customs & ICD charges payable to M/s. CONCOR at Sanath nagar will be arranged by BHEL. CHA shall coordinate with BHEL to collect cheque / DD from BHEL and handover to the relevant authorities.

However, payment of charges of up to Rs. 1,00,000/- per consignment is to be directly paid by CHA for which authorization by BHEL on behalf of BHEL on reimbursement basis upon submission of proof.

Charges include any charges related to activities ICD custom clearance, ICD port, survey, Delivery order etc.

6.1 Payments of regular Service Bills of CHA

Payment of all bills related to ICD clearance at Sanathnagar to BHEL Hyderabad will be made on submission of bills complete in all respect along with all requisite documents as stated below

- a) Clearance & Transport charges : 10 working Days.
- b) Reimbursement of Detention or any other charges which are paid by the CHA on behalf of BHEL : 7 Working Days

Time limit applicable for payments will be reckoned from the date of submission of Bills in complete requirement by the CHA. Wherever demurrage / detention charges are incurred, CHA shall submit date wise account of events & reasons for such detention / demurrage. The detention / demurrage charge attributable to the CHA shall be recovered from his bills.

6.2 Requisite documents for submission of Bills:-

- ◆ In case of demurrage/detention/storage charges/warehousing charges are incurred then CHA shall furnish the detailed explanation for the entire period of clearance to substantiate the charges.
- ◆ Copy of B/E with examination order.
- ◆ Custom endorsed copy of packing list or invoice cum packing list, where ever applicable.
- ◆ Copy of BHEL issued Road Dispatch Advices (RDAs)

- ◆ Copy of customs out of charge.
- ◆ Customs notice/circular to substantiate additional expenditure (if any)
- ◆ Proof of acknowledgement of request letters for RA/CRA submitted to Customs.
- ◆ Copy of RA/CRA.
- ◆ Daily report(DSR) shall be issued by CHA to BHEL once any clearance activity starts at ICD.
- In case there is no demurrage, the bills should be stamped "NO DEMURRAGE"

6.3 Demurrage / Storage / Terminal Service charges / Ground rent / Container Detention Charges

- ◆ The demurrages, warehousing charges and container detention charges levied for reasons solely attributable to BHEL shall be borne by us. Similarly, if these are levied for reasons attributable to Agent, the same shall be recovered from the bills of the Agent. In all cases, the explanation of the Agent will be examined by the BHEL and payment of the bills will be made after recovery, if any, on account of the failure on the part of the Agent.
 - ◆ In case of charges payable on weekly basis, if the Agents are responsible for delay in part, pro-rata deduction will be made taking into account the week and corresponding rates. For example, if one day's delay results in additional charges of one week, recovery for the one week will be made.
 - ◆ In cases, where demurrage explanations are not given, it will be assumed that the Agent has no explanation to offer and the BHEL shall arrange for recovery of demurrage on account of failure on the part of agents in whole from the pending bills as per the merits of the cases.
 - ◆ The decision of the BHEL in determining the amount, if any recoverable from the Agents shall be final and binding on the Agent.
- 7.0** The Agent will be required to raise the Bill for the services rendered. The bills will have to be raised serially for each Docket/ Bill of Entry after all the packages contained in the Docket/ Bill of Entry are dispatched.
- 10.0** All Agency bills to be raised within 7 days of the dispatch of materials but not later than 15 days without any specific reason. The BHEL may accept some bills beyond the specified period at it's soul discretion.
- 11.0** Where the payment is to be made on weight basis, it will be made on the Bill of lading weight i.e. dead weight or by measurement whichever is higher.
- 12.0** Weight/ Dimension shown in the Bill of Lading/ Air Way Bill, Invoice/ Packing List will be final. However, if some of individual package Dead weight/ Measurement weight exceeds the B/L weight, the package-wise weight determined on the basis of Packing List will be final.
- 13.0** All the road permissions or any other relevant authorization from competent authority shall be obtained by the CHA at his own cost. Any contingency arising in this respect shall be the responsibility of the CHA. Also the CHA shall be responsible for any mishap, accident en-route and consequences therefore including legal implications, if any.
- 14.0** The contract as entered between BHEL and the CHA 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.
- 15.0** The CHA 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 CHA shall take all due care of consignments while loading/unloading. Inland Transshipment is not allowed.

16.0 SHORT LANDED OR DAMAGED GOODS :

- 16.1 It shall be the responsibility of CHA to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/losses/damages. Under no circumstances, the intimation be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the CHA/ forwarder.
- 16.2 In case of goods specified by BHEL and in case of apparent damages, the CHA will arrange for survey as warranted with Port authorities, Underwriters etc. (including Insurance survey). If any loss or damage is apparent, the CHA shall lodge claim with the appropriate authorities. Surveyor details shall be provided by BHEL. CHA has to coordinate with surveyor for detailed survey of the goods.
- 16.3 The CHA will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities. The repacking charges as agreed by BHEL incurred.

SECTION- III

SCOPE OF WORK AND SERVICES

1.0 Scope of Work.

The scope of the Tender shall include the projected 200 no's of containers of 20/40 ft in total.

The scope of work shall include clearing, forwarding and inland transportation of packages of such imported material from ICD Sanathnagar Hyderabad to BHEL Hyderabad. The imports are covered by project import/DEEC/Adhoc exemptions and other notifications in addition to normal merit clearance. Following activities are covered in scope of CHA.

1. Co-ordination with the shipping lines and BHEL appointed shipping CHA for tracking of consignments on Sea for ETA at JNPT and ICD Sanath nagar, & obtaining DO on payment of freight by BHEL.
2. Co-ordination with M/s. CONCOR for all their activities i.e. handling of stuffed containers at ICD Sanath nagar, de-stuffing of cargo, ware housing at CONCOR where necessary, loading of the de-stuffed materials in to Trucks / trailers for Transportation to BHEL Hyderabad. The Trucks / Trailers as needed for Transportation from ICD Sanath nagar to BHEL's ware house.
3. Preparation of BE, Filing of Bill of Entry under various modes of assessment, getting the BE passed, Customs examination and arranging Customs clearance at ICD Sanath nagar.
4. Registration of Import Licenses and various duty exemption schemes with Commissioner of Customs at Hyderabad if required.
5. Registration of CRA issued Mumbai Customs at Hyderabad Customs for imports.
6. Clearance of the imports under the licenses registered at Mumbai/Chennai with registration of additional bonds at ICD Customs.
7. Co-ordination with Customs at Hyderabad / ICD Sanath nagar for payment of duty & resolution of any procedural requirement of Customs.
8. **Payment of charges of up to Rs. 1,00,000/- per consignment is authorized by BHEL on behalf of BHEL on reimbursement basis upon submission of proof.**
Charges includes any charges related to activities ICD custom clearance, ICD port, survey, Delivery order etc.
9. Transportation of De-stuffed materials from ICD Sanath nagar to Stores Division, BHEL Hyderabad by Road. Consignments of single piece weight up to 35MT are covered in this tender scope. However, any consignment involving single piece more than 35 MT only ICD custom clearance activities are covered in this contract. However, BHEL shall arrange the transportation of such heavy consignments.
10. The materials shall be transported to BHEL from ICD immediately after clearance. The billing considered shall be the rate applicable to one Ton even if the consignment actually transported is less than one Ton. Any movement of material less than one Ton shall be with prior permission of BHEL. The billing for the consignments more than one Ton shall be on proportional rates.
11. Survey of consignments found damaged during delivery at ICD Sanath nagar.
12. Submitting Original of Duplicate and Triplicate Bill of Entry along with TR6 challan to BHEL within a week of clearance.
13. Despatch of Import Licenses & relevant import documents from or to Mumbai as and when instructed by BHEL by courier as per the courier charges as agreed in the contract will be reimbursed by BHEL.
14. Tenders of the Bidders who have not quoted for all the activities of the price bid Annexure-II, and/or not having their CHA license endorsed by Hyderabad commissionerate or not applied for such an endorsement before the bid opening date are liable to be rejected.
15. The CRA as applicable for concessional duty clearance cases from the port of registration of the licences shall be arranged by BHEL. However, the CRA registration and licence debit activities to licences shall be undertaken by the vendor directly. BHEL shall provide the original licences and the CRA as applicable for the above purpose.
16. Any other ICD related activities, if any arises during the course of clearance shall be executed on advice of BHEL on cost to cost reimbursement basis.

2.0 Role of CHA

The successful bidder on award of LOI/ Contract shall act as Customs House Agent (CHA) for BHEL at Hyderabad for clearance of materials imported into India from any foreign country. The CHA will be required to perform all duties as prescribed under Customs Act 1962 and Customs House Agents Regulations 1984, as amended from time to time.

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

2.0 Filing of Documents

Preparation and filing of all necessary relevant documents with the Customs, CONCOR, Port Authorities, Insurance, BHEL and Steamship Companies etc. for clearing and forwarding of consignments arriving at **ICD Sanath nagar** on time shall be the responsibility of the Clearing Agents.

The Agent will collect / deliver required documents and payments of Freight / Duty etc pertaining to Import Clearance daily. Immediately on receipt of documents for clearance from BHEL the Agent shall verify completeness of all the documents and shortcoming, if any, must be pointed out for necessary action by BHEL. If no observation is received, it will be presumed that the documents given to the Agent are complete in all respect for clearance of consignment in the specified schedule.

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

Agent should file B/E at Customs immediately. At times the CHA shall file BE in advance as per instructions of BHEL when all the shipping documents are made available ahead of arrival of the cargo.

3.0 Timely Clearance

Clearance of consignments within the shortest possible time is essence of the contract and Agent shall take all measures in advance for ensuring the same. The Agent will be required to effect clearance and dispatch of all consignments in the shortest possible time after their arrival and in any case before the Last Free Date (LFD) fixed by CONCOR and or the Shipping line.

In case the clearance is delayed for the reasons not attributable to the CHA, ground rent/demurrage detention will be borne by the BHEL subject to providing documentary evidence.

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

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

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- The freight bills are to be collected well in advance of the berthing of the vessel and finalization of manifest at ICD SANATH NAGAR, submit the same to BHEL in time to avoid any delay in clearance proceedings for want of timely freight payment.
- In respect of **customs duty payment**, the CHA has to inform the duty in advance to the BHEL for preparing pay order and making it available to the CHA in time to avoid any delay in customs duty payment and clearance.

4.0 Time Limit for Clearance activities :-

Following **schedule of clearance** has to be strictly followed by the CHA after handing over last input/documents by BHEL,hyd to CHA

Sl.No	Activities	Time allowed in working days for Clearance from the date of last input from BHEL	Time allowed in working days for Transport after clearance
A	Import Clearance under Merit for Home Consumption, including noting, assessment and duty payment, D.O., customs examination and out of charge etc. and Transport to BHEL Hyderabad	4	2 days unless agreed upon by BHEL otherwise.
B	Import Clearance for Home Consumption B/E under DEEC / Adv License / EPCG / Project import/Power Certificate / Adhoc Exemption Certificate including noting, assessment, debit, ADF/ duty payment wherever applicable, DO, customs examination and out of charge including Transport to BHEL Hyderabad	6	2 days unless agreed upon by BHEL otherwise..
C	In the event of Late noting under Sec.48 (additional time)	1	----
D	In event of High Seas Sale procedure (additional time)	1	----
E	Registration of DEEC License / EPCG / Project Import & Additional Bond	03	NA

Last Input document shall mean Documents such as Docket/Revised invoice/final Mode of Assessment (MOA) / PO (PI) application(in case of PI clearance), OBL, Delivery Order from the shipping line, Test certificate & any other input/documents which BHEL is supposed to give & any other documents warranted by customs as applicable. Net working days shall mean number of days excluding customs, dock , BHEL & Shipping Companies holidays.

Time is the essence of the contract and CHA shall endeavor to complete the activities in time limit prescribed above. However CHA will arrange documentary evidence for certain delays which are beyond their control to deal with demurrage/container detention/ground rent/storage charges/THC charges/warehousing charges arising out of such delays.

- EDI system nonfunctioning for noting of B/E & assessment & further processing delay of said B/E -CHA to inform by mail on same day.
- Delay due to EDI system for on line registration of RA at other custom house -A copy B/E required to verify the date of registration.
- Any input/documents given by BHEL after 14.00 Hrs, that day will not be counted.
- Re-assessment of B/E as per BHEL instruction- Supported by mail.
- First Check Examination - Supported by examination order.

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- f) In case of query raised by customs/shipping BHEL/port authorities/CONCOR or any other agency, time/days required to resolve such issues will be completely exempted.
- g) Delay due to BHEL Freight Forwarding CHA in handing over final Delivery order (D.O.)

4.1 DEMURRAGE/CONTAINER DETENTION CHARGES / GROUND RENT/STORAGE CHARGES :

Any delay beyond the specified period given above, if attributable to CHA, will be to CHA's account and recovery for additional demurrage/ container detention /storage charges/ground rent and any other charges for the period beyond the specified period shall be recovered from the pending bills of the CHA.

5.0 Correct Duty Payment

The Agent will be fully conversant with customs classifications and proceed to make correct duty payment on behalf of the BHEL immediately on receipt of documents from the BHEL. Any changes happening time to time with regard to the custom clearance shall be intimated to BHEL to substantiate.

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

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

In case excess duty is paid due to lapses on part of the Agent, the amount so overpaid may, solely at the absolute discretion of the BHEL, be recovered from the outstanding bills of the Agent. The recovered amount will be refunded, accounting for refund obtained by the BHEL from Customs.

Similarly, if any penalty and/or fine is imposed by customs authorities due to lapses on any or one of the above, the amount of penalty and/ or fine levied may, be recovered from the CHA, solely at the discretion of the BHEL.

6.0 Correct payment to other Agencies

The Agent shall ensure correct and timely payment on behalf of the BHEL (including charges paid through BHEL) to other agencies. In case any wrong payment or excess payment is made by the Agent to such other Agencies, CHA will be fully responsible for the same and will have to make good the losses suffered by the BHEL on this account. The BHEL will recover such amount 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 BHEL by them would be paid to the Agent.

7.0 Submission of Original Bills of Entries

The Agent would send back the Original Bills of Entries or Triplicate and Quadruplicate copies of B/Es as applicable, immediately under separate covering letters in the formats to be specified by the BHEL but not later than one week from the date of clearance. The agent shall also send custom assessed soft copy of Bill of Entry for each docket without fail.

8.0 Coordination with Carrier's Agent

The Agent shall maintain liaison with the Steamer Agents and ensure collection of freight bills/correct IGM/Item data/BLs well in advance of the berthing of the vessel.

The Agent shall be responsible to obtain delivery order(s), after making payment to Steamer towards mandatory / statutory payments etc., from the Steamer Agents. The freight cheque will be collected by the Agents, as soon as the vessel takes berth and IGM is finalized.

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In case of delay in filing of Manifest or wrong or deficient manifestation, the Agent shall rigorously follow-up with the Steamer Agent for prompt corrective action.

In case all the containers of the consignment are not discharged by the same vessel or are not properly declared in the FCL list of Port, the Agent will immediately take up the matter in writing with Steamer agent for prompt corrective action. In case demurrages or container detention charges are incurred due to the lapses of the steamer Agent, the Clearing Agent would promptly lodge the claim for the demurrage and container detention charges and follow up the matter till its reimbursement is obtained.

9.0 Loading and Dispatch

The Agent shall undertake all work for transporting goods from ICD Sanath nagar to BHEL Hyderabad in suitable Trucks / Trailers as required for the safe transportation of the material. The Agent *shall be responsible for* all acts & deeds necessary or incidental thereto whether mentioned in this agreement or not and perform all functions incidental to clearance and forwarding of Goods/Consignments. Loading at the ICD will be organized by CHA and unloading at BHEL Hyderabad shall be BHEL's scope.

The Agent shall indemnify BHEL for any claims/ loss caused due to any mishap/accident occurring during handling of cargo by him in the course of clearing, till the consignments are delivered at BHEL Hyderabad.

In the event of Detention charges due to delay in unloading by BHEL, payable to CHA are as follows

DETENTION CHARGES PER DAY (WITH LOAD) for LCV, HCV, Open Truck, Taurus and Trailers:

Sl. No.	Description	Unit	Rate (Rs.) per day
1.	Light Commercial Vehicle(upto 3.5 MT)	Rs/day	400/-
2.	Heavy Commercial Vehicle(4 MT <wt<6 MT)	Rs/day	500/-
3.	Open Tuck(>6.00 MT)	Rs/day	600/-
4.	Taurus(8 MT< wt < 15MT)	Rs/day	700/-
5.	Trailer(above 16 MT)	Rs/day	1000/-

Note -

Vehicles reported before 13.00 hrs at Collection Cell, BHEL, Hyderabad and not released through BHEL gate on the same day will be considered for payment of Detention Charges as per above table. However, minimum of one day charges are applicable in all the delayed cases.

10.0 Custom Duty Accounts

- The Agent will submit monthly statements of all the deposited cheques / DD's.
- In case these statements or extracts are not submitted by the due date or the discrepancy is not resolved within 15 days period, the BHEL reserves the right to withhold any further payments of bills/claims of the Agent.

11.0 Taxes & Duties Taxes & duties as applicable on CHA services will be paid extra subject to furnishing documentary evidence in original.

12.0 Maintenance of Records :

The Agents shall maintain the following records:-

- a) Accounts of custom cleared, handled, forwarded and transported. These records shall be furnished to the BHEL at such intervals and in such a manner as the BHEL may demand from time to time.

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- b) Computerized record of bills of entry filed.
- c) A refund register/ computerized record for refund of customs duty paid in excess in regard to short landing claims.
- d) A copy of Import documents i.e. Bills of Entry, Invoice and Bill of lading.

13.0 Reports

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

The Agent would also send the following periodical reports as per the formats to be provided by BHEL at the time of LOI.

Sr. No.	Report	Frequency
1	Status Report of Consignments cleared & pending for clearance	Daily basis in the format provided by BHEL Hyderabad
2	Report of Custom Duty Paid	1 st and 16 th of every calendar month
3	Report of demurrage incurred on Consignments cleared.	1 st of every calendar month for the preceding month
4	Statement of triplicate and quadruplicate copies of B/E submitted.	1 st and 16 th of every calendar month

A daily report of status of consignments under clearance at ICD is to be given by CHA.

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SECTION IV

(Letter of compliance on Bidder's Letter Head)

Ref No:

Date:

To,

AGM (CMM- FE)
M/s Bharat Heavy Electricals Limited,
RC puram, Hyderabad

Sub: Your Tender no CMMFE/CHA/13-14/001 Due on

Dear Sir,

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

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

We also confirm that we have submitted filled-up complete information in Technical bid format Annexure-I & submitted the price bid exactly in the price bid format Annexure-II without any deviations / conditions. We have also noted the conditions mentioned in Annexure-I & Annexure-II.

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

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER

SECTION V**Annexure I****Part I**

Bharat Heavy Electricals Limited
Hyderabad
 A Govt. Of India undertaking)

TECHNICAL BID

The scope is subject to a variation of $\pm 20\%$ based on the actual quantum of imports.

Sl no	Description of activities	Unit of measurement UOM	Estimated Quantity	Confirmation Agreed / Not agreed
1	All activities of Custom clearance of consignments of one Bill of Lading at ICD Hyderabad including collection of Freight bills, manifest details, Filling Bill of Entry , Assessment of BE, co-ordination with customs for payment of import duty/debit of DEEC license, freight related documents & Customs examination, Collection of DO etc.	Numbers (all consignments pertaining to one Bill of Lading is considered as one number)	100	
2	Transportation of Custom cleared cargo from ICD Hyderaad to BHEL Hyderabad(RC puram) Stores. (Loading at ICD and unloading at BHEL Hyd is excluded from CHA's scope). Ref. calue no. 1.7 of section III shall be applicable.	Ton	1000	
3	Supervision of de-stuffing & Loading of material onto the vehicles at ICD sanath nagar.	Numbers (means no of containers)	200	
4	Registration of High Sea Sale (HSS) agreement with Customs at Santh nagar.	Numbers (means nos of agreements)	20	
5	Registration of import license & other duty concession schemes with Customs at ICD,hyd .	Numbers (means no of licences/certificates)	15	

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6	Registration of out ward CRA under PI scheme at ICD Santh nagar .	Numbers	25	
7	Amendment of Manifest with Customs.	Numbers	20	
8	De stuffing the container, loading of material on to vehicles & associated labour arrangement	Numbers	200	
9	Survey at ICD for cargo damaged at the time of de-stuffed delivery.	Numbers	40	
10	Courier charges for sending BHEL'S Import Licenses by Blue dart/DHL or any other reputed courier to ensure delivery within 48 hrs.	Numbers	100	
11	DD/PAY Order Rs.60,000/- Towards EMD	Cheque no.	Date	
12	Penalty Terms As per clause 4.1 of section III	----		
13	Payment Terms With reference to clause 8 of section II, clause 1.5 of section III.	---		
14	Validity of offer for Sixty days for placement of order		---	
15	All applicable Terms & conditions of section I,II & III		---	
16	Abiding all local laws and orders		----	
17	Infrastructure (office set up) details at hyderabad along with copies of documentary proof.	To be attached	----	
18	Documents in compliance of clause 6 of section II regarding evaluation	To be attached	----	

Signature with seal

Annexure II
Part II



Bharat Heavy Electricals Limited
Hyderabad

PRICE BID

The Bids shall be evaluated on the basis of total cost to BHEL Hyderabad for all the items of price bid format added together and not on the basis of rate of individual items in the rate schedule as per clause no. 1.3.

The payment for the services shall be made in accordance with the rate schedule given below:-

Sl no	Description of activities	Unit of measurement UOM	Estimated Quantity	Rate (Rs.) per UOM in figures	Total value (Rs.) in figures
1	All activities of Custom clearance of consignments of one Bill of Lading at ICD Hyderabad including collection of Freight bills, manifest details, Filling Bill of Entry , Assessment of BE, co-ordination with customs for payment of import duty/debit of DEEC license, freight related documents & Customs examination, Collection of DO etc.	Numbers (all consignments pertaining to one Bill of Lading is considered as one number)	100		
2	Transportation of Custom cleared cargo from ICD Hyderaad to BHEL Hyderabad(RC puram) Stores. (Loading at ICD and unloading at BHEL Hyd is excluded from CHA's scope). Ref. calue no. 1.7 of section III shall be applicable.	Ton	1000		
3	Supervision of de-stuffing & Loading of material onto the vehicles at ICD sanath nagar.	Numbers (means no of containers)	200		
4	Registration of High Sea Sale (HSS) agreement with Customs at Santh nagar.	Numbers (means nos of agreements)	20		

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5	Registration of import license & other duty concession schemes with Customs at ICD,hyd .	Numbers (means no of licences/certificates)	15		
6	Registration of CRA under PI scheme/Licences at ICD Santh nagar .	Numbers	25		
7	Amendment of Manifest with Customs.	Numbers	20		
8	De stuffing the container, loading of material on to vehicles & associated labour charges Per container	Numbers	200		
9	Survey charges at ICD for cargo damaged at the time of de-stuffed delivery.	Numbers	40		
10	Courier charges for sending BHEL'S Import Licenses by Blue dart/DHL or any other reputed courier to ensure delivery within 48 hrs.	Numbers	100		
				Total (Rs.) in figures	
				Service Tax extra @ actuals	
				Total (Rs.) in figures	
				Total in Rs(in words)	

Note: in case cargo is bonded & then ex-bonded, the charges for filing Bond be, Ex-bond BE will be paid as per Sl. No 1 above.

Signature & seal