

Name of Works: **RATE CONTRACT FOR CUSTOM CLEARANCE OF (IMPORT / EXPORT) CONSIGNMENTS OF BHEL, BENGALURU AT KEMPEGOWDA INTERNATIONAL AIRPORT (KIA), BENGALURU / INLAND CONTAINER DEPOT (ICD), BENGALURU AND TRANSPORTATION TO BHEL-EDN /ESD, BENGALURU FOR ONE YEAR DURING 2023-24.**

Enquiry No.: **BHEL-EDN/ CCD/CHA-EDN/ NIC-RET1/23-24**

**20.04.2023**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**ELECTRONICS DIVISION, BENGALURU (COMMON CONTRACTING DEPARTMENT)**  
**NOTICE INVITING TENDER**

1.	Tender Ref No:	BHEL-EDN/ CCD/CHA-EDN/ NIC-RET-1/23-24																								
2.	Tender Type	Open Tender -Two part ( e-Tender)																								
2.1	NIC Ref	2023_BHEL_24098_1																								
3.	Name of works	RATE CONTRACT FOR CUSTOM CLEARANCE OF (IMPORT / EXPORT) CONSIGNMENTS OF BHEL, BENGALURU AT KEMPEGOWDA INTERNATIONAL AIRPORT (KIA), BENGALURU / INLAND CONTAINER DEPOT (ICD), BENGALURU AND TRANSPORTATION TO BHEL-EDN /ESD, BENGALURU FOR ONE YEAR DURING 2023-24.																								
4.	Location of work	Bengaluru.																								
5.	Period of contract	Twelve months from the date of award of contract.																								
6.	Estimate Business Volume	₹19.16 Lakh ( Excluding GST)																								
7.	Earnest Money Deposit Amount	As per B: Pre-qualification criteria : Earnest money deposit( EMD)																								
8.	Contents of Tender Document.	<table><tr><td>A] Part-I Technical Bid</td><td>Pages</td></tr><tr><td>ANNEX-1A (Technical Bid-Qualifying Criteria)</td><td>10</td></tr><tr><td>ANNEX -1B (Scope of Work &amp;Technical Terms and Conditions)</td><td>15</td></tr><tr><td>ANNEX -1C (General Terms &amp; Conditions of Contract)</td><td>10</td></tr><tr><td>ANNEX -1D (Special Terms &amp; Conditions of Contract)</td><td>01</td></tr><tr><td>ANNEX - A (No Deviation certificate)</td><td>01</td></tr><tr><td>ANNEX – B (EMD payment Instruction E-COLLECT)</td><td>01</td></tr><tr><td>ANNEX - C (NEFT Format)</td><td>01</td></tr><tr><td>ANNEX –D (List if consortium Banks)</td><td>01</td></tr><tr><td>ANNEX –E (CA Certificate for MSE Status)</td><td>01</td></tr><tr><td>B] Part- II Price Bid</td><td>Pages</td></tr><tr><td>ANNEX –II (Price bid)( For Reference only)</td><td>06</td></tr></table>	A] Part-I Technical Bid	Pages	ANNEX-1A (Technical Bid-Qualifying Criteria)	10	ANNEX -1B (Scope of Work &Technical Terms and Conditions)	15	ANNEX -1C (General Terms & Conditions of Contract)	10	ANNEX -1D (Special Terms & Conditions of Contract)	01	ANNEX - A (No Deviation certificate)	01	ANNEX – B (EMD payment Instruction E-COLLECT)	01	ANNEX - C (NEFT Format)	01	ANNEX –D (List if consortium Banks)	01	ANNEX –E (CA Certificate for MSE Status)	01	B] Part- II Price Bid	Pages	ANNEX –II (Price bid)( For Reference only)	06
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9.	Submission of offer	To be submitted electronically by logging to e-Procurement portal <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a>																								
10.	Contact details for queries related to tender	Shri. Satya Prakash, Manager / CCD, BHEL-EDN, Bengaluru. Contact No:080 2699 8040; e-mail: <a href="mailto:ccd.edn@bhel.in">ccd.edn@bhel.in</a>																								
11.	Due date for submission of offer	02.05.2023/ 14:30 Hrs.																								
12.	Due date for opening of Techno -Commercial Bid	02.05.2023/ 14:45 Hrs.																								
13.	Address of Tender Inviting Authority	Shri. Vishal Singh, SDGM/ CCD Common Contracting Department (CCD) 2nd Floor, New Engineering Building BHEL-Electronics Division, Mysore Road Bengaluru-560026																								

### **INSTRUCTIONS TO THE TENDERER**

- Tenderer should arrange for the EMD as specified in the tender. In case EMD is paid through offline payment mode, the original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any). Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form or tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to CCD/BHEL-EDN, Bengaluru and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to total rejection of the offer submitted.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by **BHEL-EDN, Bengaluru** or any other unit of BHEL or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that the tenderer is black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- The tender documents must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned for having accepted the conditions and upload in e-procurement portal. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.

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**Check list for submission of offer**

Bidder shall submit the offer in two parts as Part-I (Techno-commercial Bid) and Part-II (Price Bid)

**Part –I (Techno commercial bid)** shall contain following documents:

a) EMD related documents   b) Pre-qualification related documents   c) Signed Tender document.

The documents to be contained in **Techno commercial bid** are as follows:

a) EMD related documents to meet EMD Criteria.

b) Pre-qualification related documents to meet Technical Competency Criteria, Financial Soundness Criteria and Statutory registration criteria.

c) Signed Tender document and duly filled and signed ANNEXURES (As applicable) for unconditional acceptance to tender Scope of work and Terms & Conditions.

**Part-II (Price Bid)** comprises of single cover

Price bid Cover

Price bid cover shall contain rates quoted as per price bid format available in e-Procurement portal.

Sl. No	Description	Remarks
1	Documentary evidence to meet EMD Criteria: 1. Copy of Payment Receipt for EMD amount as per tender. (As applicable) 2. Valid MSE document for EMD exemption. ( As applicable )	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
	<p><b>a.</b> EMD may be submitted in the form of Cash deposit (Before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favor of BHEL-EDn, Bengaluru (Along with offer)/ EFT payment details vide SBI Collect as EMD (Before tender opening).</p> <p><b>b.</b> EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per <b>Annexure-E</b> of tender document) issued for financial year ending on <b>31st March 2022</b> or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per <b>Annexure-E</b> of tender document ) issued for financial year ending on <b>31st March 2022</b> or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Startups recognized by DPIIT / Valid Registration to any other body as specified by ministry of MSME.</p> <p><b>EMD in any other form (One Time EMD, BG for full amount of EMD etc.) is not acceptable.</b></p>	
Sl. No	Description	Remarks
2	Checklist for <b>Part-I: Technical Bid</b> to meet the pre-qualification criteria as per following details.	
2.1	Self-attested copy of the <b>Power of Attorney</b> , in case an individual/authorized signatory other than the sole proprietor signs the tender.	<p>1.Copy of Power of Attorney</p> <p><input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded</p>

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2.2	<p>Documentary evidence in support of <b>Organization / Firm Registration</b> as registered / licensed companies / firms / proprietors / partnerships Duly signed and sealed copy of</p> <p>1) Trade License / GST registration / Auditor's letter / PAN</p> <p>or</p> <p>2) Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) Trade License / GST Certificate and PAN</p> <p>or</p> <p>3) Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License, GST Certificate and PAN</p> <p>or</p> <p>4) Certificate of Incorporation / Memorandum of Association &amp; Articles of Association</p>	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
2.3	<p>Documentary evidence to meet <b>Technical Competency Criteria</b> as per C.3 of C: Pre- qualification Criteria: Technical competency &amp; financial soundness</p> <p>1) Duly signed and sealed copy of WO / PO / Agreement / Completion certificate.</p> <p>2) Form 26AS / TDS certificate with customer name as name of deductor for financial year in which work was carried out or Bank statement showing transaction with customer during execution of contract</p>	<p>1. WO / PO / Agreement copy / Completion Certificate</p> <p><input checked="" type="checkbox"/> uploaded / <input checked="" type="checkbox"/> Not uploaded</p> <p>2. Form 26AS / TDS Certificate / Bank Statement</p> <p><input checked="" type="checkbox"/> uploaded / <input checked="" type="checkbox"/> Not uploaded</p>
2.4	Copy of <b>Valid License certificate for Custom Clearance.</b>	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
2.5	Copy of <b>Valid document indicating the details of office ( Address, Contact Details ).</b>	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
2.6	Copy of <b>Valid document indicating the ownership / Rental Agreement / Lease agreement copy with details of covered warehouse ( Address , Floor area )</b>	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
2.7	Duly signed and Sealed <b>"No Deviation Certificate"</b> in letterhead as per enclosed <b>Annexure-A</b> of tender document.	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
3	Rates quoted as per Price bid format available on e-portal.	<input type="checkbox"/> Quoted as per tender format / <input type="checkbox"/> Not Quoted as per tender
4	All the information and relevant documents as asked in tender.	<input type="checkbox"/> uploaded / <input type="checkbox"/> Not uploaded
<p>Note: Bidders are requested to upload only relevant documents to meet the pre-qualification criteria of tender only. Additional documents not relevant to tender pre-qualification criteria / tender need not be uploaded along with the offer.</p>		

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ANNEXURE-1A

**PART-I (TECHNO COMMERCIAL BID)**

**A: (Bidders Profile)**

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number	
5.	E-mail Address for communication w.r.t tender / award of work.	E-mail ID: .....
6.	Name and Contact details of person for communication related to Tender	Name:.....  Mobile No:.....
7.	BHEL Vendor Code (If any)	BHEL vendor Code:..... (If vendor code is not available, kindly upload the RTGS Format duly filled and signed as per Annexure-C along with cancelled cheque leaf)
8.	<b>PF Registration (As applicable)</b> To be obtained before start of work if already not registered	PF Reg. No: ..... (Copy of registration to be uploaded )
9.	<b>ESI Registration (As applicable)</b> To be obtained before start of work if already not registered	ESI Reg. No: ..... (Copy of registration to be uploaded)

**NOTE:**

If vendor fails to get PF / ESI /Labour License (As applicable) before start of work, EMD / SD shall be forfeited and penal action shall be taken as per extant rules of BHEL.

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**B: Pre- qualification Criteria: Earnest Money Deposit (EMD) & Status of Firm**

<b>B.1</b>	<b>Earnest Money Deposit ( EMD )</b>		
	Bidder shall submit Earnest Money Deposit (EMD) or valid document for EMD exemption along with the offer.		
	SL NO	QUALIFYING PARAMETER	QUALIFYING VALUE
	1	<b>EMD ( Earnest Money Deposit ):</b>	<b>₹38,336.00 /-</b>
	Details of EMD payment by Bidder		<p>1. DD/ FDR / PAY ORDER / RTGS DETAILS: AMOUNT: ₹38,336.00/- INST. NO: INST. DATE: ISSUING BANK:</p> <p>2.DD/ FDR/PAY ORDER /RTGS DETAILS: AMOUNT: ₹38,336.00(Exemption Requested) UAM /UDYOG AADHAR /NSIC / DPIIT REG NO: ..... <b>CA CERT. FOR MICRO / SMALL ENTERPRISES FOR FINANCIAL YEAR 2021-22 OR LATER:</b> <input type="checkbox"/> Uploaded / <input type="checkbox"/> Not uploaded / <input type="checkbox"/> Not Applicable</p>
	<b>Documents to be submitted</b>		
	<p>EMD may be submitted in following ways:</p> <p>i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure –C for making EMD payment through SBI-E collect).</p> <p>ii) In the form of Cash deposit (Done before tender opening) / Bankers Cheque / Pay order / DD / FDR (Along with offer) drawn in favour of BHEL-EDn Bengaluru, payable at Bengaluru issued by Scheduled Bank / Nationalized bank /Consortium banks.</p> <p>iii) EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per <b>Annexure-E</b> of tender document) issued for financial year ending on <b>31st March 2022</b> or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per <b>Annexure-E</b> of tender document ) issued for financial year ending on <b>31st March 2022</b> or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Startups recognized by DPIIT / Valid Registration to any other body as specified by ministry of MSME.</p> <p>EMD in any other form (One Time EMD, BG for full amount of EMD etc.) is not acceptable.</p>		
	<b>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</b>		

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**C: Pre- qualification Criteria: Technical competency & Financial soundness**

<b>C.1</b>	<b>ORGANIZATION / FIRM REGISTRATION</b>	
1	Registered / licensed companies / firms / proprietors / partnerships are eligible for participating in this Tendering Process. Wherever "Companies Act 2013" is applicable the Company shall be registered in line with "Companies Act 2013".	
	Organization / Firm Business Entity	<input type="checkbox"/> Sole proprietorship / <input type="checkbox"/> Partnership <input type="checkbox"/> Private Limited Company / <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Public Sector / <input type="checkbox"/> Govt. Org / <input type="checkbox"/> Others (Pl. Specify .....) ( Supporting document to be enclosed )
	Details of Organization / Firm Registration	Registration Details :.....
	The details of the registration Documents to be submitted are below:	
	1	Sole Proprietorship
2	Partnership	Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN



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	3	Unregistered Partnership	Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN
	4	Private Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association
	5	Public Limited Company	Certificate of Incorporation / Memorandum of Association & Articles of Association
	6	Public Sector / Govt. org.	Certificate of Incorporation / Memorandum of Association & Articles of Association
<b>C.2</b>	<b>POWER OF ATTORNEY:</b>		
	<p>The tender documents should be signed by authorized signatory. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/ empowered to act on behalf for the specific purpose.</p> <p>BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.</p> <p>Documents to be submitted:</p> <p>A self-attested copy of the Power of Attorney, in case an individual/ authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tender.</p>		



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<b>C.3</b>	<b>TECHNICAL COMPETENCY</b>		
<b>C.3.1</b>	Bidder shall have experience of execution of works in any Central / State Govt. / PSU / Private company / establishment / reputed organization / institution executed after 31st March, 2015 as per following details:		
	SL NO	QUALIFYING PARAMETER	QUALIFYING VALUE
	1	<b>Experience of execution of works related to Custom clearance of import / export consignment</b>	<b>Minimum one year</b> ( Single order with contract period of one year or more or multiple work orders from different / same customer with contract period less than one year and totalling to one year will be considered for qualifying value )
	Details of Works executed by Bidder	WO/ PO Ref No:: ..... Name of the work: ..... ..... WO /PO Value: ..... WO /PO Contract Period: ..... Name of Customer:.....	
	Documents to be submitted by bidder		
	WO / PO / Agreement Copy relevant to above mentioned work : ( ) Enclosed / ( ) Not Enclosed <p style="text-align: center;">OR</p> Performance /Completion Certificate for satisfactory execution of above mentioned work: ( ) Enclosed / ( ) Not Enclosed <p style="text-align: center;">AND</p> Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract: ( ) Enclosed / ( ) Not Enclosed		

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C.3.2	<b>LICENSE FOR CUSTOM CLEARANCE</b>		
	Bidder shall possess a valid license for <b>Custom Clearance at Bengaluru</b> issued by competent authority.		
	License Details: .....		
Copy of Valid certificate to be enclosed along with techno- commercial bid.			
C.3.3	<b>OPERATIONAL OFFICE AT KEMPEGOWDA INETRATIONAL AIRPORT ( KIA) , BENGALURU</b>		
	Bidder shall possess an operational office at Kempegowda International Airport (KIA), Bengaluru Air Cargo complex.		
	Office Address: .....		
Office Contract Number: .....			
Copy of Valid document indicating the details of office (Address, Contact Details) to be provided along with techno-commercial bid.			
C.3.4	<b>COMPLETELY COVERED WAREHOUSE</b>		
	Bidder shall own / taken on rent/ lease completely covered warehouse having minimum <b>750 Square feet</b> floor area.		
	Warehouse Address: .....		
Warehouse Floor Area: .....Sq. Feet.			
Copy of Valid document indicating the ownership / Rental Agreement / Lease agreement copy with details of covered warehouse ( Address , Floor area ) to be provided along with techno-commercial offer.			
C.3.5	Permanent Account Number (PAN)	.....	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C.3.6	Goods and Services Tax Registration ( GST )	.....	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.			

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## **D: Pre- qualification Criteria: Statutory requirements & acceptance to tender terms & conditions**

<b>D.1</b>	<b>ACCEPTANCE TO TENDER TERMS AND CONDITIONS</b>	
	The bidder shall unconditionally accept all terms and conditions of tender.	
<b>D.1.1</b>	<b>Details of documents submitted by Bidder</b>	
	Duly filled, Signed and sealed copy of Tender document.	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
	Duly signed and Sealed copy of <b>"No Deviation Certificate" as per ANNEXURE-A</b>	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not enclosed
<b>D.2</b>	Applicable GST % against the scope of work	<div>_____ % GST</div> <div>( Vendor to confirm )</div>
<b><i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i></b>		

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**ANNEXURE-IB**

**PART-I (TECHNO COMMERCIAL BID)**

**SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS**

**A. BILL OF QUANTITY**

SL NO	SCOPE	UOM	Weightage
1	<b>Custom Clearance ( Normal Clearance )</b> of Import / Export Consignments of BHEL- Bengaluru at <b>Kempegowda International Airport(KIA), Bengaluru.</b>	Bill of Entry	17.22
2	<b>Custom Clearance (Examination charges )</b> of Import / Export Consignments of BHEL- Bengaluru at <b>Kempegowda International Airport(KIA), Bengaluru.</b>	Bill of Entry	0.98
3	<b>Custom Clearance (Bonding and De-bonding Charges )</b> of Import / Export Consignments of BHEL- Bengaluru at <b>Kempegowda International Airport(KIA), Bengaluru.</b>	Bill of Entry	0.65
4	<b>Registration of Bonds of Advance Authorization / Export Promotion Capital Goods (EPCG)</b> pertaining to Import / Export Consignments of BHEL- Bengaluru at <b>Kempegowda International Airport, Bengaluru (Advance authorization intimation for registration, follow up with DGFT and customs for registration)</b>	Case	0.37
5	<b>Registration of Bonds of Project Import ( PI )</b> pertaining to Import / Export Consignments of BHEL- Bengaluru at <b>Kempegowda International Airport(KIA), Bengaluru.</b>	Case	0.37
6	<b>Registration of Power Certificate</b> pertaining to Import / Export Consignments of BHEL- Bengaluru at <b>Kempegowda International Airport(KIA), Bengaluru.</b>	Case	0.37
7	<b>Follow up / cancellation/ closure of Duty Exemption Entitlement Certificate (DEEC) Bond</b> pertaining to BHEL- Bengaluru at <b>Kempegowda International Airport, Bengaluru</b>	Case	1.95
8	<b>Follow up / cancellation/ closure of Export Promotion Capital Goods (EPCG) Bond</b> pertaining to BHEL- Bengaluru at <b>Kempegowda International Airport(KIA), Bengaluru</b>	Case	1.3
9	<b>Follow up / cancellation/ closure of Project Import / Power Certificate Bond</b> pertaining to BHEL- Bengaluru at <b>Kempegowda International Airport(KIA), Bengaluru</b>	Case	1.83
10	<b>Coordination with customs for refund claims/ short duty payment issues</b> pertaining to BHEL-Bengaluru consignments at <b>Kempegowda International Airport(KIA), Bengaluru.</b>	Bill of Entry	1.3

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11	<b>Attending work and coordination with Customs with respect to issues related to imports/exports and custom Notices</b> pertaining to BHEL-Bengaluru consignments at Kempegowda International Airport, Bengaluru.	Bill of Entry	1.95
12	<b>Custom related works with respect to Bill of entry ( BE) amendment, corrections, recalling and re-assessment, Bond debits, removal of safeguard duty, open examination and others</b> w.r.t BHEL-Bengaluru consignments at Kempegowda International Airport, Bengaluru.	Case	3.26
13	<b>Custom Clearance( LCL clearance and examination) of Import / Export</b> Consignments of BHEL- Bengaluru at <b>INLAND CONTAINER DEPOT ( ICD), Bengaluru.</b>	Case	0.52
14	<b>Custom Clearance(20' ft. Container clearance and examination) of Import / Export</b> Consignments of BHEL- Bengaluru at <b>INLAND CONTAINER DEPOT ( ICD), Bengaluru.</b>	Case	0.13
15	<b>Custom Clearance(40' ft. Container clearance and examination) of Import / Export</b> Consignments of BHEL- Bengaluru at <b>INLAND CONTAINER DEPOT ( ICD), Bengaluru.</b>	Case	0.16
16	<b>Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment weight up to 100 Kg.)</b>	Trip	2.61
17	<b>Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment weight 101 Kg to 1500 Kg.)</b>	Trip	7.83
18	<b>Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment weight 1501 Kg to 4500 Kg.)</b>	Trip	5.22
19	<b>Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment weight 4501 Kg to 9000 Kg.)</b>	Trip	3.65
20	<b>Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment weight above 9000 Kg.)</b>	Trip	3.13
21	<b>Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment in 20Ft. Trailer + Container.)</b>	Trip	1.25
22	<b>Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment in 40 ft trailor+Container.)</b>	Trip	1.36

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23	Transportation of consignment from <b>International Container Depot(ICD), Bengaluru</b> to BHEL-EDN/ ESD, Bengaluru. ( <b>Consignment weight up to 100 Kg.</b> )	Trip	0.42
24	Transportation of consignment from <b>International Container Depot(ICD), Bengaluru</b> to BHEL-EDN/ ESD, Bengaluru. ( <b>Consignment weight 101 Kg to 1500 Kg.</b> )	Trip	0.31
25	Transportation of consignment from <b>International Container Depot(ICD), Bengaluru</b> to BHEL-EDN/ ESD, Bengaluru. ( <b>Consignment weight 1501 Kg to 4500 Kg.</b> )	Trip	0.37
26	Transportation of consignment from <b>International Container Depot(ICD), Bengaluru</b> to BHEL-EDN/ ESD, Bengaluru. ( <b>Consignment weight 4501 Kg to 9000 Kg.</b> )	Trip	0.37
27	Transportation of consignment from <b>International Container Depot(ICD), Bengaluru</b> to BHEL-EDN/ ESD, Bengaluru. ( <b>Consignment weight above 9000 Kg.</b> )	Trip	0.62
28	Transportation of consignment from <b>International Container Depot(ICD), Bengaluru</b> to BHEL-EDN/ ESD, Bengaluru. ( <b>Consignment in 20Ft. Trailer + Container.</b> )	Trip	0.62
29	Transportation of consignment from <b>International Container Depot(ICD), Bengaluru</b> to BHEL-EDN/ ESD, Bengaluru. ( <b>Consignment in 40 ft trailer+Container.</b> )	Trip	0.68
30	<b>Transportation of consignment</b> from Kempegowda International Airport(KIA), Bengaluru to <b>CHA godown.</b> ( <b>Consignment weight up to 100 Kg.</b> )	Trip	2.09
31	<b>Transportation of consignment</b> from Kempegowda International Airport(KIA), Bengaluru to <b>CHA godown.</b> ( <b>Consignment weight 101 Kg to 1500 Kg.</b> )	Trip	1.57
32	<b>Transportation of consignment</b> from Kempegowda International Airport(KIA), Bengaluru to <b>CHA godown.</b> ( <b>Consignment weight 1501 Kg to 4500 Kg.</b> )	Trip	3.65
33	<b>Transportation of consignment</b> from Kempegowda International Airport(KIA), Bengaluru to <b>CHA godown.</b> ( <b>Consignment weight 4501 Kg to 9000 Kg.</b> )	Trip	4.17
34	<b>Transportation of consignment</b> from Kempegowda International Airport(KIA), Bengaluru to <b>CHA godown.</b> ( <b>Consignment weight above 9000 Kg.</b> )	Trip	3.13

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35	<b>Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to CHA godown. ( Consignment in 20Ft. Trailer + Container.)</b>	Trip	0.63
36	<b>Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to CHA godown. ( Consignment in 40 ft trailor+Container.)</b>	Trip	0.73
37	<b>Transportation of consignment from International Container Depot(ICD), Bengaluru to CHA godown. ( Consignment weight up to 100 Kg.)</b>	Trip	0.1
38	<b>Transportation of consignment from International Container Depot(ICD), Bengaluru, Bengaluru to CHA godown. ( Consignment weight 101 Kg to 1500 Kg.)</b>	Trip	0.16
39	<b>Transportation of consignment from International Container Depot(ICD), Bengaluru to CHA godown. ( Consignment weight 1501 Kg to 4500 Kg.)</b>	Trip	0.37
40	<b>Transportation of consignment from International Container Depot(ICD), Bengaluru to CHA godown. ( Consignment weight 4501 Kg to 9000 Kg.)</b>	Trip	0.42
41	<b>Transportation of consignment from International Container Depot(ICD), Bengaluru to CHA godown. ( Consignment weight above 9000 Kg.)</b>	Trip	0.62
42	<b>Transportation of consignment from International Container Depot(ICD), Bengaluru to CHA godown. ( Consignment in 20Ft. Trailer + Container.)</b>	Trip	0.62
43	<b>Transportation of consignment from International Container Depot(ICD), Bengaluru to CHA godown. ( Consignment in 40 ft trailor+Container.)</b>	Trip	0.73
44	<b>Transportation of consignment from CHA godown to BHEL-EDN /BHEL-ESD, Bengaluru. ( Consignment weight up to 100 Kg.)</b>	Trip	2.09
45	<b>Transportation of consignment from CHA godown to BHEL-EDN /BHEL-ESD, Bengaluru. ( Consignment weight 101 Kg to 1500 Kg.)</b>	Trip	1.57
46	<b>Transportation of consignment from CHA godown to BHEL-EDN /BHEL-ESD, Bengaluru. ( Consignment weight 1501 Kg to 4500 Kg.)</b>	Trip	1.83
47	<b>Transportation of consignment from CHA godown to BHEL-EDN /BHEL-ESD, Bengaluru. ( Consignment weight 4501 Kg to 9000 Kg.)</b>	Trip	3.65



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48	<b>Transportation of consignment</b> from CHA godown to BHEL-EDN /BHEL-ESD, Bengaluru. ( <b>Consignment weight above 9000 Kg.</b> )	Trip	3.13
49	<b>Transportation of consignment</b> from CHA godown to BHEL-EDN /BHEL-ESD, Bengaluru. ( <b>Consignment in 20Ft. Trailer + Container.</b> )	Trip	0.63
50	<b>Transportation of consignment</b> from CHA godown to BHEL-EDN /BHEL-ESD, Bengaluru. ( <b>Consignment in 40 Ft. +Trailer+Container.</b> )	Trip	0.73
51	<b>Transportation of Voluminous / Over dimensional consignments ( ODC)</b> from International Container Depot(ICD), Bengaluru / International Container Depot(ICD), Bengaluru to BHEL-EDN/ ESD, Bengaluru	Trip	1.57
52	<b>Stuffing and De-stuffing of container</b> ( 20 Ft Container)	No	0.06
53	<b>Stuffing and De-stuffing of container</b> ( 40 Ft Container)	No	0.09
54	<b>Stuffing and De-stuffing of container</b> ( LCL Container)	No	0.04
55	<b>Night Halt / Detention Charges</b> ( <b>Consignment weight up to 100 Kg.</b> )	Per Vehicle per day	0.13
56	<b>Night Halt / Detention Charges</b> ( <b>Consignment weight 101 Kg to 1500 Kg.</b> )	Per Vehicle per day	0.13
57	<b>Night Halt / Detention Charges</b> ( <b>Consignment weight 1501 Kg to 4500 Kg.</b> )	Per Vehicle per day	0.2
58	<b>Night Halt / Detention Charges</b> ( <b>Consignment weight 4501 Kg to 9000 Kg.</b> )	Per Vehicle per day	0.26
59	<b>Night Halt / Detention Charges</b> ( <b>Consignment weight above 9000 Kg.</b> )	Per Vehicle per day	0.26
60	<b>Night Halt / Detention Charges</b> ( <b>Consignment in 20Ft. Trailer + Container.</b> )	Per Vehicle per day	0.1
61	<b>Night Halt / Detention Charges</b> ( <b>Consignment in 40 Ft Trailer + Container.</b> )	Per Vehicle per day	0.1
62	<b>Night Halt / Detention Charges</b> ( Over dimensional <b>Consignment</b> )	Per Vehicle per day	0.21
63	Courier charges towards Receipt and collection of documents on daily basis ( To and fro from BHEL-EDN/ ESD)	Month	1.87
64	Storage Charges at CHA godown after free storage period of 60 days.	Per Kg per day	1.56

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## **B. SCOPE OF WORK**

### **1.0 ROLE OF AGENT**

The CHA shall act as Customs House Agent for BHEL at **Kempegowda International Airport (KIA), Bengaluru / Inland Container Depot (ICD), Bengaluru**. The scope of work shall include Clearing, Forwarding and Transportation of packages of such imported materials to EDN/ESD Stores, unloading them (wherever required).

CHA will be required to perform all customs procedures related to export of goods for rework & return as well as export shipments. This will also include the movement of material from BHEL EDN / ESD premises to the KIA and customs clearance of the reworked goods on return.

The CHA will be required to perform all duties as prescribed under Customs Act 1962 and Customs House Agents Regulations 1984 and as amended from time to time. The Agent shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Airport Authority, Port Trust, Customs, DGFT, insurance and other concerned agencies for clearance and carriage of goods by Air / Sea.

CHA will also be required to perform the other related work of Customs with reference to Export, imports and the following:

1. License registration,
2. Bond Execution
3. Works related to Bond closure activities both at Airport and ICD
4. Refund claim and its follow up work
5. Short duty payment and its related works
6. DEEC / Project Import / Power Certificate – claiming exemption and its related works
7. Bill of Entry amendments and its related works
8. Follow up and coordination work with customs for speed up the pending issues if any for early resolving well in time.
9. Updating and sharing information on latest amendments to any customs notifications and changes in duty structures and other related issues connected with clearances which are applicable to BHEL.
10. Regular reporting of any customs related issues and news apart from daily status reports on clearance sharing.

### **2.0 FILING OF DOCUMENTS:**

Preparation and filing of all necessary documents with the Customs, Insurance Company, Airlines, Post Office, etc. for clearing and forwarding of consignments arriving at Bangalore on time shall be the responsibility of the CHA. CHA should file B/E at Customs immediately. CHA would be responsible to collect and deliver Documents / DDs for urgent work on specific requirement. **Checklist preparation and Bill of Entry Filing shall be carried out from Bangalore Office only.**

### **3.0 TIMELY CLEARANCE**

The CHA will be required to effect clearance and dispatch of all consignments in the shortest possible time after their arrival and in any case before the Last Free Date (LFD) fixed by Customs Authorities. In case any CFS does not give any free day/days and agent has cleared the Cargo within the specified time schedule (as per Schedule of Clearance in number of days), ground rent/demurrage will be borne by the Company subject to furnishing the documentary evidence. Clearance of consignments at the earliest is the essence of contract and the CHA shall take all measures in advance for ensuring the same.

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The CHA shall arrange for the prior assessment of bill of entry no sooner the Manifest (prior entry) is filed by the Carrier's agents in the customs. The CHA shall utilize the facility of prior assessment of B/E without waiting for filing of Manifest, as per the relevant regulations, Public Notices, etc.

The CHA will be fully responsible for prompt finalization of Bill of Entry/Shipping Bills 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 without any delay. Any hold-up for want of documents etc. should be promptly brought to the notice of company or its representative in writing.

Following Schedule of Clearance in number of days has to be strictly followed by the CHA after handing-over last input / documents by the Company to them.

S.N.	Activity	At ICD	At Airport
A	Import clearance both Home consumption and Ex-bond B/E under DEEC (including TRA) / Project Imports (including TRA) / Power certificate / Adhoc exemption certificate including Power certificate bond procedure	2	2
B	Bonding under section 59 / 69 (including Docks / Warehouse clearance)	5	4
C	In the event of Late Noting under section.48 (additional time)	1	1
D	In case of OBL/BRO received after B/E completion, duty paid/ ADF/IDF done (obtaining final D.O. which also includes multiple console D.O., if any) ( additional time)	4	3
E	Computer Registration of DEEC License / ADVANCE License / EPCG license /TPS license / SFIS / EPCG License	5	5

Last input / documents, such as Invoice / final MOA / PO (PI) application (in case of PI clearance) / Technical write-up / catalogue (if applicable) / specification (if applicable) / mill test certificate (if applicable) / explanation to Customs examination order / resolving classification or notification dispute.

Any other input / documents BHEL is expected to provide and not covered above.

Major import clearance activities include –

- Collection of freight bills, IGM / item from shipping company
- Noting of B/E / Advancing of B/E
- Processing of B/E for customs formalities assessment, audit, DC clearance, ADF/IDF, TR6 Challan.
- Preparation and notarizing of all types of bonds required for clearance
- Payment to forwarders, obtaining final delivery order, etc.
- Payment to CFS / ICDs, "S" form or equivalent formalities
- Completion of customs examination at BIAL / ICD and obtaining out of charge and Dispatch of cargo to go-down / EDN / ESD
- Processing of first check, wherever called for
- Chemical composition checks, if required
- Activities related to bonding of consignments
- All other related activities in the process of customs clearance of goods.

Time is the essence of the contract and CHA shall make all endeavors to complete the activities in time as given above. However, certain delays which are beyond the CHA's control, they may arrange the documentary proof in the following cases for demurrage/container detention/ground rent/ storage charges/TSC charges/warehousing charges.

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- 1) EDI system non-functioning for noting of B/E and assessment and further processing delay of said B/E - suitable record in this regard to support the issue required.
- 2) Customs server down
- 3) in case Customs EDI system not functioning leading to hold-up in getting out of charge report, the report copy to be enclosed along with the review for verification of data.

Any delay beyond the specified period given above will be on account of CHA and recovery for additional detention /demurrage/storage/warehousing charges and any other charges for the period beyond the specified period shall be recovered from the pending bills of the CHA.

**4.0: Payment to be made by CHA:**

All payments per AWB/Bill of Lading/docket excluding the following shall be made by CHA.

- (a) All freight charges to console agents
- (b) All customs duty payments
- (c) Handling and Warehousing charges.

To enable the company to make immediate payment against (a) & (c), CHA is required to furnish the following:

- (I) The Freight bills are to be collected well in advance of the landing of consignment and submit the same to BHEL in time to avoid any delay in clearance proceedings for want of timely payment.
- (II) In case of 'E-payment of customs duty, relevant data may please be furnished to BHEL for effecting duty payments.
- (III) Company is maintaining PD Account with MENZIES BOBBA AVIATION, AIR INDIA SATS & CONCOR from where expenditure like demurrage, handling, warehouse, wharfage, etc. can be directly debited.

**5.0: CORRECT DUTY PAYMENT:**

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

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

In case customs authorities do not agree with the classifications or notification benefits obtained initially by the CHA on behalf of the Company, the same shall be brought to the notice of the Company or its representative before assessment and further action will be taken as per the instructions of the company.

In case of excess duty is paid due to lapses on the part of the CHA, the amount so overpaid may, solely at the absolute discretion of the Company, be recovered from the outstanding bills of the CHA. The recovered amount will be refunded when and to the extent, the overpaid amount is refunded to the company by the customs.

Similarly, if any penalty and/or fine is imposed by customs authorities due to lapses on any or one of the above, the amount of penalty and/or fine levied may, solely at the absolute discretion of the company, be recovered from the outstanding bills of the CHA. However, if such fine and/or penalty is subsequently waived or reduced by customs authorities, the amount refunded to the company by the Customs would be paid back to the CHA.

**6.0: CORRECT PAYMENT TO OTHER AGENCIES:**

The CHA shall ensure correct and timely payments, such as, customs duty payment, DO charges, warehouse / storage charges, on behalf of the company including charges paid through BHEL to other agencies. In case any wrong payment or excess payment is made by the CHA to such other agencies, CHA will be fully responsible for the same and will have

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to make good the losses suffered by the company on this count. The company will recover such amount (including interest, if any) from the outstanding bills of CHA. However, if such fine and/or penalty or excess payment is subsequently waived or reduced or refunded by other agencies, the amount refunded to the company by them would be paid to the CHA.

For special payment requested by BHEL on behalf of BHEL: In special cases like DO payments for CIF / DAP consignment etc., BHEL expect from CHA to pay these DO or other charges on behalf of BHEL and claim the same from BHEL. For these special payments requested by BHEL, payment term will be 7 days credit from submission of Bill (complete in all aspects)."

#### **7.0: SUBMISSION OF ORIGINAL DOCUMENTS:**

The CHA would send back related documents (as applicable), immediately under separate covering letters in the formats to be specified by the company but not later than one week from the date of clearance. In the event of failure of CHA to comply with the above, the same will be viewed seriously by the Company and appropriate action as deemed fit will be taken by the Company.

#### **8.0: PHYSICAL CLEARANCE:**

The CHA shall arrange expeditiously clearance of goods from Bangalore Airport/ICD including payment of all statutory and mandatory dues to these authorities and completion of customs examination, up to their loading in vehicles to CHAs go-down / EDN / ESD. CHA to handover B/E copy to Transporters' representative / driver at the time of dispatch. If need arises, CHA will arrange for partial shifting of cargo / consignment to their go-down / partial dispatches to Company's units/Sites immediately, as directed by the Company's representative.

The CHA shall check consignment with respect to invoice, packing list, AWB copy and ensure correctness of the same before clearance. In order to ensure that there is no pilferage or loss of small valuable packages, the CHA shall arrange with KIA the storage of such packages immediately on discharge in cages provided by the sheds.

For air consignments also, the CHA shall make all efforts to trace the packages expeditiously. If the packages are not traceable, the Agent will make log entry as per the prevailing rules and procedures.

#### **9.0: SHORT-LANDED OR DAMAGED GOODS:**

It shall be the responsibility of CHAs to give notice of loss within seven days from the landing of goods to the Carriers, Airport authorities/ICD/CWC and Underwriters for non-delivery / short delivery / losses / damages of the packages / bundles / boxes / drums / loose items, etc. found from the consignments assigned to them for clearance at the Dock/Airport/ Post office at the time of taking over the delivery and/or within the prescribed time limit after taking over the delivery. It is to be ensured by CHA that all such intimations are given within the prescribed time limit. In time barred cases, the loss sustained by the Company shall be to the account of the CHA.

It shall be the responsibility of the CHA to ensure that the Non-delivery certificate (NDC) and/or Landing Remarks Certificate (LRC) are obtained from the Airlines authorities/ICD/CWC within the time limit prescribed for settlement of the claim with the Carriers/Underwriters and submit the same to the company's carriers and Underwriters for settlement of the claim.

In case these certificates are not obtained by the CHA within the prescribed statutory period, they should inform our Underwriters in writing for obtaining extension of the time limit from the concerned authorities. After the formal application for extension of time limit has been made by the CHA to the carriers, they shall pursue the matter and obtain the short-landing or non-delivery certificate and submit the same to EDN/ESD. All formalities that may be required to realize the claim shall be undertaken by the CHA.

In case of goods specified by the Company and in case of apparent damages, the CHA will apply for survey by Carriers, Port authorities, Underwriters, etc. (including insurance survey) within 48 hours of landing of goods at BIAL/ICD and obtain the survey report.

If any loss or damage is apparent, the CHA shall lodge claim on the Carriers, Customs, etc. respectively for any theft, breakage, loss, damage or deterioration of material found at such survey within the time limit prescribed as per the Carriers Act. In no circumstances, the goods will be cleared without survey, if they are in doubtful condition or have been specified by the Company. If the Goods/Consignments are cleared without survey to CHA's go-down and at that



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time, if loss/damage to Goods/Consignments is noticed, the agent shall be held responsible for the same. The surveyor's fees of Company's appointed insurance surveyor shall be borne by the company.

#### **10.0: LOADNG AND DESPATCH**

The CHA shall be responsible for unloading and loading of consignments and ensure that there is no loss, shortage, deterioration or damage to such consignments. The CHA will ensure that damaged cases are repacked properly before dispatch as per the instructions of the Company.

Loading and unloading charges other than BHEL EDN works or BHEL ESD works, is to be borne by CHA only. Loading and unloading at BHEL EDN / ESD is in the BHEL scope.

**11.0:** The CHA shall store the imported cargo at their go-down if required as per BHEL time to time advice. The storage conditions including any specific requirements during its storage shall be intimated by the company and CHA shall ensure its compliance. During such storage, the CHA will continue to be responsible for ensuring the safety of the materials.

The CHA shall ensure that all cargo taken into stores are kept in covered storage or physically covered by tarpaulins and take such measures as may be necessary to prevent damage to consignments received in packed or unpacked condition due to rains and natural hazards or physical handling.

The CHA shall ensure proper facility for handling and storing any ODC shipments at the go-down.

#### **12.0: CLAIMS:**

CHA shall lodge and pursue the following claims till final settlement in respect of consignments cleared by them.

- a) Duty drawback claims in respect of export shipments
- b) In case of short-landing, the short landing certificate and customs certificate will have to be obtained immediately, but not later than the specified time limit, by the Agent.

#### **13.0: CUSTOMS DUTY / PD ACCOUNT:**

The CHA will submit monthly statement from Air India SATs and Menzies Bobba Aviation indicating all the amounts debited as per the format specified by the Company, separately in respect of each of the PD account if requested.

**14.0:** The CHA will submit their bills for each Docket/Bill of Entry indicating the Docket No., P.O. number, flight/vessel details within 15 days of the clearance of consignments / shipment as per cl. 2.0 under Section-B of the Tender. Bills shall be submitted for all dockets along with the following documents.

#### **IMPORT:**

- (1) Copy of B/E
- (2) Copy of B/L or AWB
- (3) Receipt for all statutory/mandatory payments made to the Government agencies.
- (4) Original vouchers / receipts in support of claims for reimbursement (in case the originals have been submitted earlier, copy of the same should be enclosed).
- (5) Copy of Customs examination order (if applicable / open examination)

No bill will be processed for payment by the Company unless the above requirements are fully complied with.

**DEMURRAGE / STORAGE / TERMINAL SERVICE CHARGES / GROUND RENT / AIR WAREHOUSING / CONTAINER DETENTION CHARGES:**

The demurrages, warehousing charges and container detention charges levied for reasons solely attributable to Company shall be borne by us. Similarly, if these are levied for reasons attributable to CHA, the same shall be recovered from the bills of the CHA. In all cases, the explanation of the CHA will be examined by the Company and payment of the bills will be made after recovery, if any, on account of the failure on the part of the CHA.

In cases, where demurrage explanations are not given, it will be assumed that the CHA has no explanation to offer and the Company shall arrange for recovery of demurrage on account of failure on the part of agents in whole from the

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pending bills as per the merits of the cases. The decision of the company in determining the amount, if any, recoverable from the CHA shall be final and binding on the Agent.

**15.0: PHOTOCOPYING:**

The CHA will arrange for the required number of additional copies of all documents on their own. No additional charges would be payable on this account except to the extent of lump-sum charges specified in the rate schedule.

The CHA would send soft copy of B/E to the Company immediately for payment of duty/ADF if requested.

The CHA would also handover a photocopy of the relevant B/Es to each truck/trailer carrying company/s imported goods.

**16.0: TAXES AND DUTIES:**

Taxes and Duties as applicable from time to time on CHA services will be paid extra.

**17.0: MAINTENANCE OF RECORDS:**

The CHA shall maintain the following records:

- 17.1 Account of consignments cleared, handled, forwarded and transported. These records shall be furnished to the company at such intervals and in such a manner as the company may demand from time to time.
- 17.2 Register / Computerized record of bills of entry filed by them.
- 17.3 A refund register / computerized record for refund of customs duty paid in excess in regard to short landing claims.
- 17.4 A bill of import documents i.e. bill of entry, S form, invoice and bill of lading etc.
- 17.5 A copy and register of other documents like drawback claims, etc.

**18.0 REPORTS:**

The CHA would also send the following periodical reports as per the formats to be provided by BHEL.

S.N.	REPORT	FREQUENCY
01	Daily status report of pending consignments	Daily by 12 hours
02	Daily report of consignments cleared and sent from Airport / ICD	Daily by 12 hours
03	Weekly report of demurrage / air warehouse charges incurred on consignments cleared	Every Monday
04	Monthly report on consignments cleared during the previous month with complete particulars against each docket	Before 2nd of every month

19.0 PERFORMANCE OF SUCCESSFUL CHA DURING THE COURSE OF CONTRACT WILL BE CONSTANTLY MONITORED AND CHA WHO ARE NOT UPTO THE MARK WILL NOT BE ELIGIBLE FOR FUTURE CONTRACT.

**20.0 LIST OF FACILITIES:**

**(A) MATERIAL HANDLING FACILITY**

S.N.	Name of equipment	No. of units	Kind of make	Capacity	Age & condition	Present location	Remarks

**21.0 TRANSPORTATION**



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CHA should have transportation facilities for transportation from BIAL to EDN/ESD and ensure that the materials reach EDN/ESD before 3.00 PM on week days and before 11.00AM on Saturdays.

For small weight consignments (weight less than 100 kgs): CHA should move the shipments after OOC (out of charge) to either BHEL EDN / ESD or go down on priority.

For medium / heavy weight consignments (weight equal or greater than 100 kgs): CHA should move the shipments immediately after OOC (out of charge) to either BHEL EDN / ESD or go down within 24 hrs from OOC (except on holidays).

Each vehicle can have single or multiple shipments or part qty of shipments but while claiming transportation charges, amount per vehicle only will be considered depending upon different weight slabs irrespective of single or multiple shipments under different LR's. Separate LR's to be prepared for each shipments indicating vehicle no, shipment details, date of dispatch and others.

Without LR no or LR copy, transport claims cannot be made. Security entry seal with signature and Stores receiver signature is required on the LR / Invoice / Delivery challans.

## **22.0 Volumetric Weight:**

Contractor can claim bill for any docket on volumetric weight or actual weight whichever is higher, provided the dimensions of packages are mentioned in the airway bill/ delivery challan / invoice / packing list / RDA. Volumetric weight shall be calculated at the rate of 8 kg., per cft.

## **23.0 Manpower:**

Vendor shall maintain minimum 10 personnel working in Bangalore office including minimum 3 Personnel at **Kempegowda International Airport (KIA), Bengaluru** and minimum 2 personnel at **Inland Container Depot (ICD), Bengaluru** during the contract period.

The CHA shall immediately intimate any change in the address of the Office and Godown during the period of the contract.

## **C. CONTRACT PERIOD AND PLACE OF WORK:**

### **C.1: Contract Period:**

**Twelve months from the date of award of contract.**

BHEL-EDN reserves the right to extend the contract by 3 months with rates existing at the time of expiry of contract with same terms and conditions.

## **D. PAYMENT TERMS:**

Payment will be made after completion of work on pro-rata basis based on actual Services provided as per BOQ after acceptance and certification of Area in charge (BHEL Executive).

*Payment shall be made **within 45 days for MSE bidder / 60 days for Medium Enterprises and 90 days for Non MSE bidder of submission of bill complete in all respect.*** All payments to be made to the Contractor shall be done only through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement). No other forms or mode of payment will be made by BHEL. If there is any delay in making payment, no interest will be paid.

The bill, for consignments booked on last date of contract will be paid as per contract rates if the same is delivered subsequent to expiry of contract.

No advance will be paid for operational or any other expenses.

Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

Octroi charges, wherever payable, have to be paid initially by the Contractor, which shall be reimbursed on submission of documentary proof identifying BHEL consignments for the payment thus made.

The Quantum of Work indicated in the Contract may vary depending upon the operational requirements. The Contractors shall have no claim whatsoever on BHEL if no fixed quantum of work is given to them during the currency of the Contract.

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If the delivery is effected at a place other than that mentioned in LR, with the written request of the consignee, extra distance incurred will be added to normal distance for payment of freight charges.

No demurrage / wharf age / ground rent / go down rent charges shall be paid.

#### **D.1: SUBMISSION OF BILLS:**

The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

In case of consignments claiming freight on volumetric weight, dimensions of the consignment should be mentioned on the LR and a supporting document (RDA, packing list etc.) must be enclosed with the bill, failing which, bill will be paid on actual weight.

Consignments booked for transportation from any airport (Including International Container Division (ICD), Bangalore) to anywhere in India (Including various project sites) are 'TO BE BILLED AT BHEL-EDN, Bangalore' basis. Transporter has to submit bills separately for incoming and outgoing consignments within 1 month from the date of booking.

Bills must be complete in all respect with details of calculation and necessary enclosures containing information such as place of booking and delivery, actual weight and size of consignment, schedule of rate etc. Incomplete bills will not be processed for payment.

LRs issued should bear printed serial numbers. Vehicle No. should be indicated in the LRs for all Full Lorry Load bookings. Original LR copy (consignee copy) should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc., in the LRs should not be done and will not be accepted, if not authenticated by the consignor. Copies of LRs submitted to BHEL & its customers should be legible. Remarks on the LR such as "AT OWENERS RISK", "NOT RESPONSIBLE FOR LEAKAGE / DAMAGE" are not applicable for consignments booked under this contract. Following documents must be submitted along with the bills. Original LR copy (Consignee copy) duly acknowledged and stamped by the consignee.

- In case Consignee copy of LR is retained by the consignees or lost in transit, original acknowledgement of the consignee with stamp, obtained on any other copy of LR along with a declaration certificate to this effect.
- Authorization letters issued by BHEL-EDN executives for booking the consignments on MTL/ FTL / Trailer load etc., through email / fax etc.,
- If Transshipment is made, permission letter issued by BHEL-EDN.
- Proof of weight and volume such as invoice copy / RDA / packing slip etc., issued by the consignors.

Bills once submitted will not be allowed for corrections. After payment of bill, further claim will not be accepted due to any reason.

#### **E. RATES, TAXES AND DUTIES:**

Price variation clause, Bonus clause & Over run compensation (ORC) are not applicable for this contract.

The rates quoted by vendor is inclusive of all taxes and duties except Goods and services Tax (GST).

Octroi charges, wherever payable, have to be paid initially by the Contractor, which shall be reimbursed on submission of documentary proof identifying BHEL consignments for the payment thus made.

During the transportation of the material, if any penalty or fine is imparted by any of the government agency **because of the material being carried**, such penalty can be claimed by the transporter after submission of original receipts which will be reviewed by the user agency and can be sanctioned only by the Head of the user department.

The applicable GST shall be reimbursed based on documentary evidence for GST registration and compliance.

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## **F. LIQUIDATED DAMAGES (LD)/PENALTY:**

### **1: PENALTY:**

1) If Any penalty and/or fine is imposed by customs authorities due to lapses / reasons attributable to CHA, the amount of penalty and/or fine levied shall, solely at the absolute discretion of the BHEL, be recovered from the outstanding bills of the CHA. However, if such fine and/or penalty is subsequently waived or reduced by customs authorities, the amount refunded to BHEL by the Customs would be paid back to the CHA.

2) If the consignments are not delivered within 7 working days of OOC date (Unless any confirmation given by BHEL to hold the consignment), penalty will be levied @0.5 % of transportation charges per day of delay beyond 7 working days.

However, in force-majeure cases, approval of the competent authority to waive off the penalty shall be taken by an official of department concerned.

### **F.2: MAXIMUM VALUE OF PENALTY:**

The total recoveries under aforesaid clauses shall be limited to maximum **10%** of the contract value.

(a) In case of any change of order value, LD / PENALTY shall be subject to a maximum of **10%** of the revised order value

(b) The decision of BHEL on the question whether the contractor(s) have committed such default or have failed to perform any such service efficiently and are liable to pay compensation and as to quantum of such compensation shall be final and binding on the contractor(s).

## **G. Safety Conditions:**

1. Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff.
2. The lights on right side (i.e.) over driver's cabin should be in working condition.
3. Both the head lights as well as park lamps must be in working condition.

### **HANDLING OF VEHICLES INSIDE BHEL UNITS**

1. The vehicle should not travel at more than 20 kmph in BHEL premises.
2. The driver of the vehicle must possess heavy duty license and produce on demand by the security staff.
3. Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
4. The driving should be kept in the left at all places.
5. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
6. No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.
7. The vehicle should pass only through approved routes. Short cuts are forbidden.
8. There must be a safe distance behind another moving truck.
9. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

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**The responsibility of various agencies to ensure safety in transportation of material using suitable mechanical vehicle shall be as follows:**

SN.	Activity	Responsibility
01	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33(256)	Transporter
02	Drivers must have valid license as specified in the Motor Vehicle Sec.3 to 28	Transporter / Owner
03	Control of Transporter's vehicle Road permit (Sec.66-68)	Transporter
04	Control of Traffic Limit – Speed (Sec.112)	Transporter
05	Limits of weight and limit in Safety Precautions (Sec.113.114)	Transporter / Consignor
06	Insurance of Motor vehicle against third party (Sec.146)	Transporter
07	Adherence to Motor Transport Vehicle Act 19 61 (Sec.4 & 5)	Transporter
08	Ensure Welfare and Health requirements (Sec.8 – 12)	Transporter
09	Packing as per Designer/Manufacturer /Purchaser instructions.	Consignor
10	Insurance of Goods	Consignor / consignee
11	Documentation : 1) Vehicle (2)Insurance (3)ED Invoice or relevant forms for free issue / rejection material (4)Road Permit for consignments wherever applicable , (5) Lorry Way Bill etc.,	Transporter/ Consignor
12	Special support, Lashing, Checking permissible Over hanging of materials; provision of red flag and light during night in the rear end and sides of the vehicle	Shipping department/ Transporter
13	Checking of the goods/consignments during loading/unloading and ensuring safe despatch/delivery.	Concerned executing department
14	Transportation of goods as per terms and conditions of BHEL for all consignments.	Executing Agency/Transporter
15	Record of information regarding the accident / damage to material.	Lorry Owner / Transporter
16	Review of accidents/damages to materials	Commercial/Logistics

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**PART-I (TECHNO COMMERCIAL BID)**

**ANNEXURE-IC**

**GENERAL TERMS & CONDITIONS OF CONTRACT**

**1. DEFINITION**

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including **AGM / CCD** authorised to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

**2. HEADING TO THE CONTRACT**

The heading to these conditions shall not affect the interpretations thereof.

**3. DEVIATIONS**

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

**4. WORKS TO BE CARRIED OUT**

The Contract shall include all labour materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.



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**5. ASSIGNMENT OF TRANSFER OF CONTRACT**

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

**6. SUB CONTRACT**

The Contractor shall not sublet any portion of the contract.

**7. COMPLIANCE TO REGULATIONS AND BYE -LAWS**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**8. EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT (SD):**

**Earnest Money Deposit (EMD):**

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL- EDN, BANGALORE in any of the forms mentioned below.

**Modes of Deposit:**

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- d) FDR 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)
- e) In addition to the above, the EMD amount in excess of ₹ 2, 00, 000 /- (₹ two lakhs) also acceptable in the form of Bank guarantee from scheduled banks. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as Annexure-J)

**Forfeiture of EMD:**

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) 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 7 days after award of Contract.

**General Terms related to EMD:**

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit. The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

**Non Start of work within seven days of issue of LOA / WO or date indicated in LOA whichever is later will lead to forfeiture of EMD and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".**

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**Security Deposit (SD):**

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender **or before start of work (whichever is earlier)**, deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD)**:

**Modes of Deposit:**

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act) ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

**General Terms related to SD:**

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon. NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present ) in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities, from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

**The claim period for Bank Guarantee shall be kept three months after the contract end date. Security Deposit has to be deposited within seven days of issue of LOA / WO or date indicated in LOA whichever is later.**

***"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate +6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with the interest"***



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**9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
  - a) Vendor declaring such invoice in Form GST ANX-1
  - b) Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

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#### **10. ORDERS UNDER THE CONTRACT**

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

#### **11. CONTRACTOR'S SUPERVISION**

- 1.The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
- 2.Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- 3.The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
- 4.The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

#### **12. PAYMENT TO EMPLOYEES ENGAGED BY CONTRACTOR**

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, there under from time to time.
3. Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor should ensure that at least the prevailing minimum wages, as per the rules of **State/Central Minimum wage**, which are applicable are paid to his employees.

#### **13 PRECAUTIONS AGAINST RISK**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

#### **14 DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any

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person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

### **15 LAWS GOVERNING THE CONTRACT**

The contract shall be governed by the Indian Laws for the time being in force.

### **16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

### **17. CANCELLATION OF CONTRACT FOR INSOLVANCY ASSIGNMENT OR SUBLETTING OF CONTRACT**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.

d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the

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materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

## **18. CANCELLATION OF CONTRACT IN PART OR FULL ON CONTRACTOR'S DEFAULT**

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

## **19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

## **20. SPECIAL POWER TO TERMINATION**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

## **21. RECOVERY FROM CONTRACTOR**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

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## **22. POST TECHNICAL AUDIT OF WORK AND BILLS**

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

## **23. REFUND OF SECURITY DEPOSIT**

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

## **24. FORCE MAJEURE CLAUSE**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc. ) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

## **25. ARBITRATION**

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the **BHEL-EDN, Bengaluru**.

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **Bengaluru** (the place from where the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Bengaluru** (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or 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 except where the contract has been terminated by either party in terms of this contract.

**In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the



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Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

## **26. JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at **Bengaluru, Karnataka** only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 25.

## **27. SECRACY OF CONFIDENTIAL INFORMATION:**

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

## **28. SIGNING OF CONTRACT**

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

## **29. FRAUD PREVENTION POLICY**

The Bidder along with its associate / collaborators / sub – vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

## **30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”.

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**31. RISK PURCHASE:**

a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may entrust the job to alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the Contractor.

The value under Risk purchase clause shall be calculates as follows:

Risk & Cost Amount=  $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (\*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (\*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

\*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

c) In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited.



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**PART-I (TECHNO COMMERCIAL BID)**

**ANNEXURE-ID**

**SPECIAL TERMS & CONDITIONS OF CONTRACT**

**1. PARTICIPATION.**

The Parties who have been suspended or black listed or issued with "Show Cause Notice "by BHEL, EDN Bengaluru or any other BHEL Unit will not be allowed to participate in the Tender.

Other than the bidder, none of its group concerns or affiliates etc. shall participate in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

**2. EVALUATION CRITERIA:**

a. Technical Bids of tenderers will be evaluated for the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.

b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

**3. CRITERIA FOR AWARD OF WORK:**

1. The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**
2. **The work will be awarded on Package Wise L1 basis.**
3. In case there are more than one L1 bidders, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected based on draw of lots.
4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

**4. METHOD OF EVALUATION OF PRICES**

**Priority / Ranking**

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

**5. RATE FINALIZATION**

1. Lowest prices received against BHEL Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.
2. Tenderers are requested to give their best prices at the first instant itself.
3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL may resort to short closure of this Tender.

## ANNEXURES

### PART-I (No Deviation certificate)

#### ANNEXURE-A

**Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.**

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*I/ We, M/s. ....have read and clearly understood all the Terms and conditions in Tender Schedule of "RATE CONTRACT FOR CUSTOM CLEARANCE OF (IMPORT / EXPORT) CONSIGNMENTS OF BHEL, BENGALURU AT KEMPEGOWDA INTERNATIONAL AIRPORT (KIA), BENGALURU / INLAND CONTAINER DEPOT (ICD), BENGALURU AND TRANSPORTATION TO BHEL-EDN /ESD, BENGALURU FOR ONE YEAR DURING 2023-24. Tender Ref No: BHEL-EDN/ CCD/CHA-EDN/ NIC-RET1/23-24 /Date: 20.04.2023 and accordingly we accept the same without any deviation what so ever.*

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation"*
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL-Electronics Division, Bengaluru or any other BHEL Unit or any PSU/ Government organization.*
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).*
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*

(Contractor Signature with Seal)

## **ANNEXURE-B**

### **A.EMD PAYMENT WIDE SBI-E COLLECT**

This explains how to make Payments to BHEL-EDN, Bengaluru through SBI-E collect. Vendors (EMD and SD Payments payable by others) can utilise this facility. Payments can be made using Internet Banking, Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

### **STEP BY STEP PROCEDURE TO REMIT EMD / SD AGAINST TENDER NOTIFICATION:**

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State of Corporation / Institution as "KARNATAKA "
4. Type of Corporate / Institution as "PSU-Public Sector undertaking "
4. Select PSU-Public Sector Undertaking Name as "BHARAT HEAVY ELECTRICALS LIMITED" and click "SUBMIT ".
5. In the next page, Select Payment Category as "OTHERS" and Sub Category as "EMD / SECURITY DEPOSIT" (As applicable), fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

### **PROCEDURE TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:**

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to [www.onlinesbi.com](http://www.onlinesbi.com)
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
  - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
  - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

### **A.1: EMD / SD amount may be remitted through NEFT/ RTGS to BHEL account as per following detail:**

Name of Bank: State Bank of India  
Branch: Chandra Layout Branch, Bangalore 40  
IFSC code: SBIN0004051  
Account Number: 31467498356  
Account type: Current Account

Name of Works: **RATE CONTRACT FOR CUSTOM CLEARANCE OF (IMPORT / EXPORT) CONSIGNMENTS OF BHEL, BENGALURU AT KEMPEGOWDA INTERNATIONAL AIRPORT (KIA), BENGALURU / INLAND CONTAINER DEPOT (ICD), BENGALURU AND TRANSPORTATION TO BHEL-EDN /ESD, BENGALURU FOR ONE YEAR DURING 2023-24.**

Enquiry No.: **BHEL-EDN/ CCD/CHA-EDN/ NIC-RET1/23-24**

**20.04.2023**

**Annexure – C**

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

1	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
2	VENDOR CODE assigned by BHEL	
	<b><u>Details of Bank Account:</u></b>	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

**CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

**AUTHORISED SIGNATORY WITH NAME SEAL**

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE: (Manager / Officer's)

DATE: Signature Under Bank stamp and Name Seal with Membership No.  
(Telephone / Mobile No. \_\_\_\_\_)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

Name of Works: **RATE CONTRACT FOR CUSTOM CLEARANCE OF (IMPORT / EXPORT) CONSIGNMENTS OF BHEL, BENGALURU AT KEMPEGOWDA INTERNATIONAL AIRPORT (KIA), BENGALURU / INLAND CONTAINER DEPOT (ICD), BENGALURU AND TRANSPORTATION TO BHEL-EDN /ESD, BENGALURU FOR ONE YEAR DURING 2023-24.**

Enquiry No.: **BHEL-EDN/ CCD/CHA-EDN/ NIC-RET1/23-24**

**20.04.2023**

**ANNEXURE-D**

LIST OF CONSORTIUM BANKS			
SL NO.	NATIONALIZED BANKS	SL NO.	PUBLIC SECTOR BANKS
1	STATE BANK OF INDIA	18	18 IDBI
2	ALLAHABAD BANK		
3	ANDHRA BANK	SL NO.	PRIVATE BANKS
4	BANK OF BARODA	19	AXIS BANK
5	CANARA BANK	20	HDFC
6	CORPORATION BANK	21	ICICI
7	CENTRAL BANK	22	THE FEDERAL BANK LIMITED
8	INDIAN BANK	23	KOTAK MAHINDRA BANK
9	INDIAN OVERSEAS BANK	24	INDUSIND BANK
10	ORIENTAL BANK OF COMMERCE	25	YES BANK
11	PUNJAB NATIONAL BANK		
12	PUNJAB & SINDH BANK	SL NO.	FOREIGN BANKS
13	SYNDICATE BANK	26	CITI BANK N.A
14	UCO BANK	27	DEUTSCHE BANK AG
15	UNION BANK OF INDIA	28	HSBC
16	UNITED BANK OF INDIA	29	STANDARD CHARTERED BANK
17	VIJAYA BANK	30	J P MORGAN

Name of Works: **RATE CONTRACT FOR CUSTOM CLEARANCE OF (IMPORT / EXPORT) CONSIGNMENTS OF BHEL, BENGALURU AT KEMPEGOWDA INTERNATIONAL AIRPORT (KIA), BENGALURU / INLAND CONTAINER DEPOT (ICD), BENGALURU AND TRANSPORTATION TO BHEL-EDN /ESD, BENGALURU FOR ONE YEAR DURING 2023-24.**

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20.04.2023  
**ANNEXURE-E**

**Certificate by Chartered Accountant on letter head for MSE bidder**

This is to Certify that M/S ..... (hereinafter referred to as 'company') having its registered office at ..... is registered under **MSMED Act 2006**, Udyam Registration Number / Udyog Aadhaar Memorandum(UAM) No:..... dtd: ....., Category: .....(Micro/Small/Medium). (Copy enclosed).

Further Verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... As per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722€ dated October 5, 2006 :  
₹.....Lacs.
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006 :  
₹.....Lac.

**(Strike off whichever is not applicable)**

The above investment of ₹.....Lacs is within permissible limit of ₹. .... Lacs for..... Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.  
Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322€ dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.



Name of Works: **RATE CONTRACT FOR CUSTOM CLEARANCE OF (IMPORT / EXPORT) CONSIGNMENTS OF BHEL, BENGALURU AT KEMPEGOWDA INTERNATIONAL AIRPORT (KIA), BENGALURU / INLAND CONTAINER DEPOT (ICD), BENGALURU AND TRANSPORTATION TO BHEL-EDN /ESD, BENGALURU FOR ONE YEAR DURING 2023-24.**

Enquiry No.: BHEL-EDN/ CCD/CHA-EDN/ NIC-RET1/23-24

20.04.2023  
**ANNEXURE-II**

**PART-II (PRICE BID) (FOR REFERENCE)**

SL NO	SCOPE	UOM	Weightage	Quoted Unit Rate ( ₹/UOM)
1	<b>Custom Clearance ( Normal Clearance )</b> of Import / Export Consignments of BHEL- Bengaluru at Kempegowda International Airport(KIA), Bengaluru.	Bill of Entry	17.22	To be quoted in e-procurement Portal
2	<b>Custom Clearance (Examination charges )</b> of Import / Export Consignments of BHEL- Bengaluru at Kempegowda International Airport(KIA), Bengaluru.	Bill of Entry	0.98	To be quoted in e-procurement Portal
3	<b>Custom Clearance (Bonding and De-bonding Charges )</b> of Import / Export Consignments of BHEL- Bengaluru at Kempegowda International Airport(KIA), Bengaluru.	Bill of Entry	0.65	To be quoted in e-procurement Portal
4	<b>Registration of Bonds of Advance Authorization / Export Promotion Capital Goods (EPCG)</b> pertaining to Import / Export Consignments of BHEL- Bengaluru at Kempegowda International Airport, Bengaluru (Advance authorization intimation for registration, follow up with DGFT and customs for registration)	Case	0.37	To be quoted in e-procurement Portal
5	<b>Registration of Bonds of Project Import ( PI )</b> pertaining to Import / Export Consignments of BHEL- Bengaluru at Kempegowda International Airport(KIA), Bengaluru.	Case	0.37	To be quoted in e-procurement Portal
6	<b>Registration of Power Certificate</b> pertaining to Import / Export Consignments of BHEL- Bengaluru at Kempegowda International Airport(KIA), Bengaluru.	Case	0.37	To be quoted in e-procurement Portal
7	<b>Follow up / cancellation/ closure of Duty Exemption Entitlement Certificate (DEEC) Bond</b> pertaining to BHEL- Bengaluru at Kempegowda International Airport, Bengaluru	Case	1.95	To be quoted in e-procurement Portal
8	<b>Follow up / cancellation/ closure of Export Promotion Capital Goods (EPCG) Bond</b> pertaining to BHEL- Bengaluru at Kempegowda International Airport(KIA), Bengaluru	Case	1.3	To be quoted in e-procurement Portal

Name of Works: **RATE CONTRACT FOR CUSTOM CLEARANCE OF (IMPORT / EXPORT) CONSIGNMENTS OF BHEL, BENGALURU AT KEMPEGOWDA INTERNATIONAL AIRPORT (KIA), BENGALURU / INLAND CONTAINER DEPOT (ICD), BENGALURU AND TRANSPORTATION TO BHEL-EDN /ESD, BENGALURU FOR ONE YEAR DURING 2023-24.**

Enquiry No.: **BHEL-EDN/ CCD/CHA-EDN/ NIC-RET1/23-24**

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9	<b>Follow up / cancellation/ closure of Project Import / Power Certificate Bond</b> pertaining to BHEL- Bengaluru at <b>Kempegowda International Airport(KIA), Bengaluru</b>	Case	1.83	To be quoted in e-procurement Portal
10	<b>Coordination with customs for refund claims/ short duty payment issues</b> pertaining to BHEL-Bengaluru consignments at <b>Kempegowda International Airport(KIA), Bengaluru.</b>	Bill of Entry	1.3	To be quoted in e-procurement Portal
11	<b>Attending work and coordination with Customs with respect to issues related to imports/exports and custom Notices</b> pertaining to BHEL-Bengaluru consignments at Kempegowda International Airport, Bengaluru.	Bill of Entry	1.95	To be quoted in e-procurement Portal
12	<b>Custom related works with respect to Bill of entry ( BE) amendment, corrections, recalling and re-assessment, Bond debits, removal of safeguard duty, open examination and others w.r.t BHEL-Bengaluru</b> consignments at Kempegowda International Airport, Bengaluru.	Case	3.26	To be quoted in e-procurement Portal
13	<b>Custom Clearance( LCL clearance and examination) of Import / Export Consignments of BHEL- Bengaluru at INLAND CONTAINER DEPOT ( ICD), Bengaluru.</b>	Case	0.52	To be quoted in e-procurement Portal
14	<b>Custom Clearance(20' ft. Container clearance and examination) of Import / Export Consignments of BHEL- Bengaluru at INLAND CONTAINER DEPOT ( ICD), Bengaluru.</b>	Case	0.13	To be quoted in e-procurement Portal
15	<b>Custom Clearance(40' ft. Container clearance and examination) of Import / Export Consignments of BHEL- Bengaluru at INLAND CONTAINER DEPOT ( ICD), Bengaluru.</b>	Case	0.16	To be quoted in e-procurement Portal
16	<b>Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment weight up to 100 Kg.)</b>	Trip	2.61	To be quoted in e-procurement Portal
17	<b>Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment weight 101 Kg to 1500 Kg.)</b>	Trip	7.83	To be quoted in e-procurement Portal

Name of Works: **RATE CONTRACT FOR CUSTOM CLEARANCE OF (IMPORT / EXPORT) CONSIGNMENTS OF BHEL, BENGALURU AT KEMPEGOWDA INTERNATIONAL AIRPORT (KIA), BENGALURU / INLAND CONTAINER DEPOT (ICD), BENGALURU AND TRANSPORTATION TO BHEL-EDN /ESD, BENGALURU FOR ONE YEAR DURING 2023-24.**

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18	Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment weight 1501 Kg to 4500 Kg.)	Trip	5.22	To be quoted in e-procurement Portal
19	Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment weight 4501 Kg to 9000 Kg.)	Trip	3.65	To be quoted in e-procurement Portal
20	Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment weight above 9000 Kg.)	Trip	3.13	To be quoted in e-procurement Portal
21	Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment in 20Ft. Trailer + Container.)	Trip	1.25	To be quoted in e-procurement Portal
22	Transportation of consignment from Kempegowda International Airport(KIA), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment in 40 ft trailer+Container.)	Trip	1.36	To be quoted in e-procurement Portal
23	Transportation of consignment from International Container Depot(ICD), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment weight up to 100 Kg.)	Trip	0.42	To be quoted in e-procurement Portal
24	Transportation of consignment from International Container Depot(ICD), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment weight 101 Kg to 1500 Kg.)	Trip	0.31	To be quoted in e-procurement Portal
25	Transportation of consignment from International Container Depot(ICD), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment weight 1501 Kg to 4500 Kg.)	Trip	0.37	To be quoted in e-procurement Portal
26	Transportation of consignment from International Container Depot(ICD), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment weight 4501 Kg to 9000 Kg.)	Trip	0.37	To be quoted in e-procurement Portal
27	Transportation of consignment from International Container Depot(ICD), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment weight above 9000 Kg.)	Trip	0.62	To be quoted in e-procurement Portal
28	Transportation of consignment from International Container Depot(ICD), Bengaluru to BHEL-EDN/ ESD, Bengaluru. ( Consignment in 20Ft. Trailer + Container.)	Trip	0.62	To be quoted in e-procurement Portal

Name of Works: **RATE CONTRACT FOR CUSTOM CLEARANCE OF (IMPORT / EXPORT) CONSIGNMENTS OF BHEL, BENGALURU AT KEMPEGOWDA INTERNATIONAL AIRPORT (KIA), BENGALURU / INLAND CONTAINER DEPOT (ICD), BENGALURU AND TRANSPORTATION TO BHEL-EDN /ESD, BENGALURU FOR ONE YEAR DURING 2023-24.**

**Enquiry No.: BHEL-EDN/ CCD/CHA-EDN/ NIC-RET1/23-24**

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29	Transportation of consignment from <b>International Container Depot(ICD), Bengaluru</b> to BHEL-EDN/ ESD, Bengaluru. ( <b>Consignment in 40 ft trailer+Container.</b> )	Trip	0.68	To be quoted in e-procurement Portal
30	<b>Transportation of consignment</b> from Kempegowda International Airport(KIA), Bengaluru to <b>CHA godown.</b> ( <b>Consignment weight up to 100 Kg.</b> )	Trip	2.09	To be quoted in e-procurement Portal
31	<b>Transportation of consignment</b> from Kempegowda International Airport(KIA), Bengaluru to <b>CHA godown.</b> ( <b>Consignment weight 101 Kg to 1500 Kg.</b> )	Trip	1.57	To be quoted in e-procurement Portal
32	<b>Transportation of consignment</b> from Kempegowda International Airport(KIA), Bengaluru to <b>CHA godown.</b> ( <b>Consignment weight 1501 Kg to 4500 Kg.</b> )	Trip	3.65	To be quoted in e-procurement Portal
33	<b>Transportation of consignment</b> from Kempegowda International Airport(KIA), Bengaluru to <b>CHA godown.</b> ( <b>Consignment weight 4501 Kg to 9000 Kg.</b> )	Trip	4.17	To be quoted in e-procurement Portal
34	<b>Transportation of consignment</b> from Kempegowda International Airport(KIA), Bengaluru to <b>CHA godown.</b> ( <b>Consignment weight above 9000 Kg.</b> )	Trip	3.13	To be quoted in e-procurement Portal
35	<b>Transportation of consignment</b> from Kempegowda International Airport(KIA), Bengaluru to <b>CHA godown.</b> ( <b>Consignment in 20Ft. Trailer + Container.</b> )	Trip	0.63	To be quoted in e-procurement Portal
36	<b>Transportation of consignment</b> from Kempegowda International Airport(KIA), Bengaluru to <b>CHA godown.</b> ( <b>Consignment in 40 ft trailer+Container.</b> )	Trip	0.73	To be quoted in e-procurement Portal
37	<b>Transportation of consignment</b> from <b>International Container Depot(ICD), Bengaluru</b> to <b>CHA godown.</b> ( <b>Consignment weight up to 100 Kg.</b> )	Trip	0.1	To be quoted in e-procurement Portal
38	<b>Transportation of consignment</b> from International Container Depot(ICD), Bengaluru, Bengaluru to <b>CHA godown.</b> ( <b>Consignment weight 101 Kg to 1500 Kg.</b> )	Trip	0.16	To be quoted in e-procurement Portal
39	<b>Transportation of consignment</b> from <b>International Container Depot(ICD), Bengaluru</b> to <b>CHA godown.</b> ( <b>Consignment weight 1501 Kg to 4500 Kg.</b> )	Trip	0.37	To be quoted in e-procurement Portal
40	<b>Transportation of consignment</b> from <b>International Container Depot(ICD), Bengaluru</b> to <b>CHA godown.</b> ( <b>Consignment weight 4501 Kg to 9000 Kg.</b> )	Trip	0.42	To be quoted in e-procurement Portal
41	<b>Transportation of consignment</b> from <b>International Container Depot(ICD), Bengaluru</b> to <b>CHA godown.</b> ( <b>Consignment weight above 9000 Kg.</b> )	Trip	0.62	To be quoted in e-procurement Portal

Name of Works: **RATE CONTRACT FOR CUSTOM CLEARANCE OF (IMPORT / EXPORT) CONSIGNMENTS OF BHEL, BENGALURU AT KEMPEGOWDA INTERNATIONAL AIRPORT (KIA), BENGALURU / INLAND CONTAINER DEPOT (ICD), BENGALURU AND TRANSPORTATION TO BHEL-EDN /ESD, BENGALURU FOR ONE YEAR DURING 2023-24.**

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42	Transportation of consignment from International Container Depot(ICD), Bengaluru to CHA godown. ( Consignment in 20Ft. Trailer + Container.)	Trip	0.62	To be quoted in e-procurement Portal
43	Transportation of consignment from International Container Depot(ICD), Bengaluru to CHA godown. ( Consignment in 40 ft trailer+Container.)	Trip	0.73	To be quoted in e-procurement Portal
44	Transportation of consignment from CHA godown to BHEL-EDN /BHEL-ESD, Bengaluru. ( Consignment weight up to 100 Kg.)	Trip	2.09	To be quoted in e-procurement Portal
45	Transportation of consignment from CHA godown to BHEL-EDN /BHEL-ESD, Bengaluru. ( Consignment weight 101 Kg to 1500 Kg.)	Trip	1.57	To be quoted in e-procurement Portal
46	Transportation of consignment from CHA godown to BHEL-EDN /BHEL-ESD, Bengaluru. ( Consignment weight 1501 Kg to 4500 Kg.)	Trip	1.83	To be quoted in e-procurement Portal
47	Transportation of consignment from CHA godown to BHEL-EDN /BHEL-ESD, Bengaluru. ( Consignment weight 4501 Kg to 9000 Kg.)	Trip	3.65	To be quoted in e-procurement Portal
48	Transportation of consignment from CHA godown to BHEL-EDN /BHEL-ESD, Bengaluru. ( Consignment weight above 9000 Kg.)	Trip	3.13	To be quoted in e-procurement Portal
49	Transportation of consignment from CHA godown to BHEL-EDN /BHEL-ESD, Bengaluru. ( Consignment in 20Ft. Trailer + Container.)	Trip	0.63	To be quoted in e-procurement Portal
50	Transportation of consignment from CHA godown to BHEL-EDN /BHEL-ESD, Bengaluru. ( Consignment in 40 ft trailer+Container.)	Trip	0.73	To be quoted in e-procurement Portal
51	Transportation of Voluminous / Over dimensional consignments ( ODC) from International Container Depot(ICD), Bengaluru / International Container Depot(ICD), Bengaluru to BHEL-EDN/ ESD, Bengaluru	Trip	1.57	To be quoted in e-procurement Portal
52	Stuffing and De-stuffing of container ( 20 Ft Container)	No	0.06	To be quoted in e-procurement Portal
53	Stuffing and De-stuffing of container ( 40 Ft Container)	No	0.09	To be quoted in e-procurement Portal

Name of Works: **RATE CONTRACT FOR CUSTOM CLEARANCE OF (IMPORT / EXPORT) CONSIGNMENTS OF BHEL, BENGALURU AT KEMPEGOWDA INTERNATIONAL AIRPORT (KIA), BENGALURU / INLAND CONTAINER DEPOT (ICD), BENGALURU AND TRANSPORTATION TO BHEL-EDN /ESD, BENGALURU FOR ONE YEAR DURING 2023-24.**

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54	Stuffing and De-stuffing of container ( LCL Container)	No	0.04	To be quoted in e-procurement Portal
55	Night Halt / Detention Charges ( Consignment weight up to 100 Kg.)	Per Vehicle per day	0.13	To be quoted in e-procurement Portal
56	Night Halt / Detention Charges ( Consignment weight 101 Kg to 1500 Kg.)	Per Vehicle per day	0.13	To be quoted in e-procurement Portal
57	Night Halt / Detention Charges ( Consignment weight 1501 Kg to 4500 Kg.)	Per Vehicle per day	0.2	To be quoted in e-procurement Portal
58	Night Halt / Detention Charges ( Consignment weight 4501 Kg to 9000 Kg.)	Per Vehicle per day	0.26	To be quoted in e-procurement Portal
59	Night Halt / Detention Charges( Consignment weight above 9000 Kg.)	Per Vehicle per day	0.26	To be quoted in e-procurement Portal
60	Night Halt / Detention Charges( Consignment in 20Ft. Trailer + Container.)	Per Vehicle per day	0.1	To be quoted in e-procurement Portal
61	Night Halt / Detention Charges( Consignment in 40 Ft Trailer + Container.)	Per Vehicle per day	0.1	To be quoted in e-procurement Portal
62	Night Halt / Detention Charges ( Over dimensional Consignment)	Per Vehicle per day	0.21	To be quoted in e-procurement Portal
63	Courier charges towards Receipt and collection of documents on daily basis ( To and fro from BHEL-EDN/ ESD)	Month	1.87	To be quoted in e-procurement Portal
64	Storage Charges at CHA godown after free storage period of 60 days.	Per Kg per day	1.56	To be quoted in e-procurement Portal

Note:

- 1) The **weighted average of unit rates of all items of Rate schedule** shall be the basis for arriving at L1 Bidder.
- 2) The weighted average shall be calculated by taking the average (Division by sum of weightage of all items) of product of **unit rate** and **weightage** indicated against each item.
- 3) Bidder **shall quote for all items of Rate schedule**. Non quoting for any item will lead to rejection of offer.
- 4) Bidder **shall quote rates exclusive of applicable GST**. GST shall be paid extra as applicable.