

To
Ms-----

Dear Sir/Madams

Sub: E- Tender for appointment of Customs House Brokers CHA& Material handling contractor

BHEL invites tender for appointment of Customs House Brokers CHA& Material handling contractor

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

The tender will be conducted and evaluated online through E-procurement system. The bidder shall submit his response through bid submission to the tender on E -procurement platform at <https://bhel.abcprocure.com> only as no other forms of submission of offers or hard copy is accepted. Bidders are requested to quote their most competitive price in through the online e-procurement portal/system

Bidders must submit their Technical and Price Bids in E -procurement portal on or before 14.00 hrs. on 25.11.2019.Refer instructions in Page 7 of tender. The EMD should be separately handed over to the undersigned or couriered so as reach before due date. Successful bidder shall be responsible for completion of the contract in all respects. Techno Commercial offer will be opened through e-procurement portal on 25.11.2019. The price bid of technically qualified bidders shall be opened after due intimation.

Thanking you

**TENDER FOR APPOINTMENT OF
CUSTOMS HOUSE BROKERS (CHA)
AND
MATERIAL HANDLING CONTRACTORS
TENDER NO. RE: CHE: MS: CHA/1909
TENDER DATE: 05.11.2019**



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

**LAST DATE OF SUBMISSION
25.11.2019**

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GENERAL INFORMATION

This tender is for the appointment of Customs House Brokers (CHA) and Handling Contractor for clearance of Sea/Air Imports, Sea/Air Exports through Chennai Sea Port & Chennai Air port and Post Offices. The period of Contract will be One Year.

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

Sl. No	Name and Address	Phone Nos. & Email
1	BHEL ROD Chennai address: S.S.Rajan AGM/MS	Ph.No : 044-24374303 Email : ssrajan@bhel.in
2.	R Anitha Dy Manager(HR)	Ph.No : 044-24374300 Email : anitha@bhel.in
3.	Harshal Trivedi Sr Engineer(MS)	Ph.No : 044-24374318 Email : trivedi@bhel.in
	BHARAT HEAVY ELECTRICALS LTD., (A Govt. of India Undertaking) Regional Operations Division, Material Services, Number 690,EVR building 6 th Floor, Nandanam Chennai 600035	
4	Due date & Time of submission of EMD	25.11.2019 by 14:00 Hrs
5	Due date & Time of submission of bids in all respect on online portal https://bhel.abcprocure.com	25.11.2019 by 14.00 Hrs
6	Date and time of opening of Technical Bid (Part I) of tender	25.11.2019 14.30 Hrs
7	Date and time of opening of (Price) Part II/ Reverse auction.	Information will be furnished vide email separately.
8	Name and Address of concerned persons of E-procurement agency	Tejas Parikh Sr. Manager Shark ID: ~TEJASID abcProcure www.abcprocure.com e-Procurement Technologies Limited e-Mail: tejas@abcprocure.com Cell: +91 - 9099741444 Phone: +91-79-68136864

		Address:- A-202/208, Wall Street-II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad-380006. Gujarat.
9	PRE BID MEETING AT Regional Operations Division, Material Services, Number 690,EVR building 6 th Floor, Nandanam Chennai 600035	12.11.2019 AT 15.00 HRS

The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bhel.abcprocure.com>

The offers shall Include

1) **EMD :-**

The EMD of Rs. 466122/- by way of DD favoring BHEL, enclosed in an envelope, superscribed as ø EMD for Tender No (Write Full Tender No) **MUST BE HANDED OVER TO BHEL REPRESENTATIVE Dy Manager(HR) latest by 14.00 Hrs** on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system.

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

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

The techno commercial bid is to be filled and uploaded with full required documents online on E-Tendering Portal of BHEL at web address <https://bhel.abcprocure.com> latest by **14.00 Hrs on the day of Tender submission date**. This includes documents required as per Qualification Criteria of Techno commercial Section, all self-certification as per Techno commercial section, entire tender document along with blank price bid, compliance letter on company's letter head, duly filled format for techno commercial bid, amendment if issued to the tender with sign and seal on each page. The techno commercial offers shall be opened on **14.30 Hrs on the same day of Tender submission date**. Hard copies other than those mentioned in the tender of commercial offers shall not be accepted for evaluation.

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

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

The Price Bid is to be filled up and uploaded in excel sheet through E-Tendering system only. It should be uploaded before the due date of submission only in the format provided

in the tender. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price Bid of the technically qualified bidders.

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

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

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

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

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

Bidders are invited for Pre-Bid Meeting for any clarification on the tender documents which will be held at Regional Operations Division, Material Services ,Number 690,EVR building6 th Floor, Nandanam Chennai 600035 on 12.11.2019 at 15. 00 Hrs.

Instruction for Participation in the Tender through eProcurement

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class ó III, SHA 2, 2048 BIT ó Signing and Encryption) and vendors are requested to procure the same immediately if not available with them. Please note that only with DSC of above mentioned specification, the interested bidder will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying authorities are given below

Sr No	CA	Website Address
1	e-Mudhra	http://www.e-mudhra.com
2	GNFC	http://www.ncodesolutions.com
3	IDRBT	http://www.idrbtca.org.in
4	MTNLTrustline	http://www.mtnltrustline.com
5	NIC	http://www.nic.in
6	Safescrypt	http://www.safescrypt.com
7	TCS	http://www.tcs-ca.tcs.co.in

Registered vendors of BHEL, ROD Chennai may participate in the tender directly on BHEL, ROD Chennai e-Procurement portal at address <https://bhel.abcprocure.com>

The new vendors who are not registered with BHEL, ROD Chennai and are interested to participate in the tender will have to register and map their respective Digital Signature Certificate with specification Class-III, SHA-2, 2048 bit Signing and Encryption at BHEL e-Procurement website: <https://bhel.abcprocure.com>. For registration assistance, users may please contact ABC PROCURE in address mentioned in Sl no 8 of General .

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

SECTION – I

SCOPE OF WORK

1.0 Introduction:

Bharat Heavy Electricals Limited, a MAHARATNA Government of India Public Sector Company, is Importing / Exporting Engineering Cargo, Chemicals and Electronic Items of various descriptions. This tender is for appointment of Customs HouseBrokers (CHA)& material handlingcontractorsfor Seaport, Airports ,CFSand Post office located at Chennai.CHA will be appointed subject to the terms of this tender and other performance requirements for a period of one year.

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

GENERAL NATURE OF TYPE OF CARGO's TO BE HANDLED

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

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

2.0 Quantity of Work

2.1 Quantity of Work for Clearance per year:

Sl. No.	Description	WT OF THE CARGO in MTø/CBM
A	SEA IMPORT	
1	Clearing and forwarding of Sea Import Cargo	74857
B	SEA EXPORT	
1	Clearing and forwarding of Sea Export Cargo	1300
C	AIR IMPORT	
1	Clearing and forwarding of Air Import cargo	204
D	AIR EXPORT	
1	Clearing and forwarding of Air Export cargo	20

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

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

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

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

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

3.0 Role and Performance Requirements of CHA and Handling Contractor:

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

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

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

without waiting for filing of final Manifest, as per the relevant regulations, Public Notices etc. CHA should send BE checklist for approval to BHEL and arrange to file BE to avoid penalty to customers due to late filing. Any delay in filing BE will be attributable to CHA and penalty levied will be debited to CHA due to negligence in filing of BE.

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

“ The freight bills are to be collected well in advance of the berthing of the vessel and submit the same to BHEL in time to avoid any delay in clearance proceedings for want of timely payment. Any delay in filing BE due to late collection of freight Bill will be attributable to CHA and consequent Penalty due to late filing of BE will be to account of CHA

“ In respect of customs duty payment for all shipments, the CHA has to inform the duty in advance, once the final assessment / reassessment is done for authorizing RTGS, to the company for making on-line payment and making the challan available to the CHA in time and avoiding any interest liability delay in customs duty payment and clearance. Any delay in intimating duty amount to BHEL will be attributable to CHA and consequent interest paid due to late Intimation will be to account of CHA

“ CHA to be held responsible for verification of supplier name in the BOE and if in case there is change in supplier name then the additional charges for correction of BOE will be on CHA account

“ CHA to be held responsible for verification of UNIT address in the BOE and if in case there is change in address and the additional charges for correction of BOE will be on CHA account

“ CHA should be held responsible for getting the revised BOE in time after changes mentioned in point 1 & 2 from Customs house in time .any loss in GST credit due to delay in submission of Rectified BOE will be on CHA account

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

4.0 Correct Duty Payment

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

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

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

5.0 Correct payment to other Agencies

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

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

6.0 Submission of Original Bills of Entries

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

7.0 Co ordination with Carrier's CHA

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

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

In case of delay in filing of Manifest or wrong or deficient manifestation, the CHA shall rigorously follow-up with the Steamer CHA, Console CHA or Airlines for prompt corrective action. In event of requirement of modification in the manifest, CHA shall carry out expeditiously the amendment in customs and ensure no penalty is paid to Customs due to late filing of BE.

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

In case demurrages or container detention charges are incurred due to the lapses of the steamer agent, the Clearing CHA would promptly lodge the claim for the demurrage and container detention charges with intimation to BHEL and follow up the matter till its reimbursement is obtained. CHA are also required do the coordination and documentation for the movement of the FCL containers to the nominated CFS as directed by BHEL.

8.0 Clearance under Section 59/Section 69

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

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

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

9.0 Post Parcel Clearance

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

10.0 Physical Clearance

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The CHA shall arrange expeditiously clearance of goods from Chennai Seaport/CFS/CWC/Airport/Post office including payment of all statutory and mandatory dues to these authority and completion of Customs examination, upto their loading in vehicles /wagons or by air for dispatch to the destination/transporting cargo to BHEL identified Godown/CWC/Transporter's godown etc. CHA to handover photocopy of B/E to Transporter's representative/Driver for direct dispatches and from godown dispatches also. As instructed by the Company's office in Chennai if need arise, CHA will also arrange for partial shifting of cargo/consignment to godown/partial despatches to Company's units/sites immediately.

“

For Sea consignments, the CHA shall take advance action for tracing and locating the consignment. In case of untraceable or jammed consignment/package, the CHA shall promptly take up with the Port trust authorities and make all efforts to get the problem resolved immediately, failing which, he will make log Entry as per the prevailing rules and procedures of the Port Trust and the consignment shall be cleared after obtaining spot remission. The CHA would however continue to follow up for prompt corrective action.

“

In case of LCL or FCL containers, the CHA shall have to take advance action for locating the container and checking if all the containers of the consignment have actually been discharged by the same vessel and properly declared in the LCL/FCL list of Port Trust.

- “ In case of delay in de-stuffing of LCL containers or if the FCL containers are not grounded/shifted the CHA shall make Log Entry as per the prevailing rules and procedures of the Port Trust/CFS/CWC and the consignment will be cleared after obtaining Spot Remission i.e. cancellation of debit or penalty at particular place
- “ The CHA shall check each consignment with invoice and packing list pertaining to respective Bill of lading/Airway bill/post parcel and ensure correctness of the same before clearance.
- “ In order to ensure that there is no pilferage or loss of small valuable packages, the CHA shall arrange with CPT the storage of such packages immediately on discharge in cages provided in the sheds.
- “ If the sea consignments/packages are not discharged by the General Landing Date (GLD), the CHA will take prompt action for obtaining the Special LFD.
- “ For air consignments also the CHA shall make all efforts to trace the packages expeditiously. If the packages are not traceable, the CHA will make log Entry as per the prevailing rules and Procedures.
- “ CHA shall handover photo copies of Bill of Entry to the transporter for the dockets dispatched from port and godown and all other relevant documents as per statutory provisions.

11.0 Shifting of consignments to godown

CHA shall arrange to shift cargo/consignment weighing upto 9 MT (W/M) per docket/consignment including normal cargo & ODC cargo (Definition of Over Dimension Cargo is available at clause 6.10 of Section III of Part-II in this document) to their go down immediately after customs clearance. If CHA fail to do so company will recover the extra expenditure incurred on detention/demurrage/ground rent/storage etc from the next date of OOC till the date the same is shifted to the godown identified by BHEL. **For ODC Cargo and other consignments more than 9 MT the CHA shall arrange to shift the cargo to BHEL identified godown on confirmation from BHEL.**

12.0 Short-landed or Damaged Goods

1. The CHA shall take stock of tally sheets on day-to-day basis for all the consignment and lodge claim with Carriers within the time period stipulated in the B/L and as prescribed in the Carriers Act. Further, it will be the duty of the CHA in all such cases to take measures as may be reasonable for the purpose of averting or minimizing the losses and to ensure that all rights of the Company against carriers, Port Authorities, Insurance Company, Railway. Authorities/or any other third party are fully and properly preserved and exercised. However, the CHA shall not be held responsible for the above for reasons beyond his control which should be informed in writing.

2. It shall be the responsibility of clearing CHAs to give notice of loss within 7 days from the landing of goods or providing required documents by BHEL as the case may be, to the Carriers, Port Trust authorities/CFS/CWC and Underwriters for non-delivery/ short delivery /losses/ damages of the containers/ packages/ bundles/ boxes/ drums/ loose items etc. found from the consignments assigned to them for clearance at the Dock/ Airport/ Post office at the time of taking over the delivery and/ or within the prescribed time limit after taking over the delivery. Under no circumstances, the intimation is time barred. In case of time barred cases, the loss sustained by the company shall be to the account of the CHA(s).
3. It shall be the responsibility of the CHAs to ensure that the Short Landing Certificate (SLC), Non-Delivery Certificate (NDC) and/ or Landing Remarks Certificate (LRC) are obtained from the Port authorities/CFS/CWC within the time limit prescribed for settlement of the claim with the carriers/ Underwriters and submit the same to the Company's carriers and Underwriters for settlement of the claim. The CHA will ensure that the Port Trust Authorities finalize the out-turn at the earliest and obtain SLC/ NDC as well as refund for demurrage/ wharfage from Port Trust/ Airport Authority immediately but not later than one month from the date of finalization of the out-turn.
4. In case these certificates are not obtained by the CHA within the prescribed statutory period, they should inform BHEL/underwriters in writing for obtaining extension of the time-limit from the respective steamer CHA/other concerned authorities under advise to the Claims section of respective Unit and of the Company's Chennai office. After the formal application for extension of time limit has been made by the CHAs to the carriers, they shall pursue the matter and obtain the short landing or non-delivery certificate and submit the same to company's Chennai office.
5. In case of goods specified by the Company and in case of apparent damages, the CHA will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods or providing required documents by BHEL, as the case may be in CWC/CFS/Docks/ Airport/ Foreign post office/ Godownetc at Chennai and obtain the survey report.
6. If any loss or damage is apparent, the CHA shall lodge claim on the Carriers, Port authorities, Customs, Post Office authorities etc. respectively for any theft, breakage, loss, damage or deterioration of material found at such survey within the time limit prescribed as per Carriers Act. In no circumstances, the goods will be cleared without survey, if they are in doubtful condition or have been specified by the Company. If the Goods/Consignments are cleared without survey to BHEL identified godown and at that time if loss/ damage to Goods/Consignments is noticed, the CHA shall be held responsible for the same. In addition the surveyor's fees of company's appointed insurance surveyor shall also be borne by the CHA.
7. CHA has to send monthly report regarding Short landed packages during the month and also Nil report in case no such receipts.
 - i. While taking delivery of Customs cleared BHEL Cargo from Ports Authority/CWC/CFS or other authorized statutory custodians of Cargo, CHA shall

physically verify for Quantity with respect to the Shipping Documents. CHA also shall verify physical condition of the Cargo for damages.

- ii. It shall be the responsibility of Contractor to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery / short delivery / losses / damages. Under no circumstances, the intimation be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.
- iii. In case of goods specified by BHEL and in case of apparent damages, the Contractor will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Contractor shall lodge claim with the appropriate authorities.
- iv. In case damages are observed, CHA shall immediately inform BHEL. CHA also shall arrange and conduct SURVEY of the damaged goods along with authorities from Port Trust, authorized custodians and Surveyors approved by BHEL. CHA also shall expedite SURVEY reports and forward the same to BHEL within a period of 10 days from the date of SURVEY.
- v. In case shortage in Quantity is observed by the CHA, claims shall be lodged with the appropriate authorities and SHORT LANDING CERTIFICATE and appropriate certificates shall be obtained by CHA without waiting for instructions from BHEL
- vi. The Contractor is responsible for safe transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.
- vii. The Contractor will ensure that damaged cases are repacked properly under intimation to BHEL before dispatch after completing the survey by the relevant authorities.

13.0 Loading and Dispatch

“ The CHA shall also undertake all work for transporting goods in Chennai and nearby places including arranging trucks, loading & unloading (wherever required) and shall be responsible for all acts & deeds necessary or incidental thereto whether expressly mentioned in this agreement or not and perform all functions incidental to clearance and forwarding of Goods/Consignments.

“ The CHA shall be responsible for unloading and loading of consignments from/ on trailers, wagons, trucks and aircraft and ensure that there is no loss, shortages, deterioration or damage to such consignments.

“ The CHA will ensure that damaged cases are repacked properly before dispatch as per the instructions of the Company.

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

14.0 Storage

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

15.0 OTHERS

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

16.0 Port Trust PD Accounts

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

" In case these statements or extracts are not submitted by the due date or the discrepancy is not resolved within specified period, the Company reserves the right to withhold any further payments of bills/claims of the CHA.

" The CHA shall have to give advance intimation to the company's Chennai office as and when additional funds are required to be deposited in these accounts for payments of duty and CPT charges with complete working details. It shall be responsibility of the CHA to ensure that unduly large amounts are not allowed to remain in the deposit account at the end of any day. Balance in PD Account shall have to be intimated to Company office in Chennai on day to day basis without which additional funds shall not be released by the Company.

17.0 Taxes& Duties

Taxes & duties as applicable on CHA services will be paid extra.

TDS will be recovered as per provision of Income Tax Act. GST remittance certificate to be provided by the contractor on quarterly basis.

After implementation of **GST**, necessary changes in billing and all compliances as per Govt. Notification will have to be adhered to.

18.0 Maintenance of Records

The CHAs shall maintain the following records:-

" Account of Stores cleared, handled, forwarded and transported. These records shall be furnished to the Company at such intervals and in such a manner as the Company may demand from time to time.

" Register/ computerized record of bills of entry filed by them vessel-wise.

" Godown register in respect of the Stores received and removed from the godown.

" A refund register/ computerized record for refund of customs duty paid in excess in regard to short landing claims.

" A refund register/ computerized record for Provisional. /Duty deposit paid for goods removed under Section 59/69.

" Monthly report of Bond bills agewise to be submitted to BHEL by CHA

" A register/ computerized record for goods removed under Section 59/69

" A copy of Import documents i.e. Bills of Entry, S0 Form, Invoice and Bill of lading.

" A copy and register of other documents like Refund claims, SLC, LRC and NDC.

" Records of P.D. A/c in respect of CPT.

" A register/ computerized record of the bills of the Entry filed under Section 59/69 along with bond details and the date of validity of the bond.

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

19.0 Clearing and Forwarding of Sea Import Cargo:

- i.* The CHA shall collect import documents immediately on arrival of cargo from the appointed Steamer CHAs, suppliers CHAs and other agencies as instructed by BHEL from time to time.
- ii.* On collection of shipping documents, tenderer shall in consultation with BHEL file appropriate bill of entry (MERIT, DEEC, EPCG PI, WARE HOUSE, EX-BOND, RE IMPORT, RE EXPORT and UNDER other CN including transfer of goods on High Sea Sales basis). In special cases if required, CHA shall obtain permission for filing manual Bills of Entry and file the same with appropriate authorities. The CHA shall send the BE checklist for approval to BHEL. On approval of checklist, CHA shall file the BILLS OF ENTRY expeditiously, with the supplier's invoice copy and other documents available in the shipping documents without waiting for any other documents. CHA shall promptly send BBE checklist and get approval from BHEL and File BE in time to avoid Penalty payment to Customs for late filing of BE.
- iii.* The CHA shall verify the completeness of all the documents and shortcomings, if any, shall be brought to the notice of BHEL for necessary action.
- iv.* CHA shall depute their representative to BHEL offices twice on every working day for collection of documents required for assessment. (Purchase Order copies, Licenses, TRAs, CRAs and other required documentation)
- v.* After filing of the Bill of Entry, CHA shall proceed expeditiously for assessment at various sections at customs and obtain customs duty challan in cases for which customs duty has to be paid.
- vi.* CHA shall arrange to collect the Ocean Freight Bills & Container Detention working sheet from the steamer CHA. CHA will also collect the relevant documents from BHEL such as OBL, Freight Cheques, Container bond (to be arranged by CHA), other documents for submission to Forwarders/Carriers/Steamer CHAs and deposit the same with the respective agencies to obtain Delivery Orders. In case, cargo is shipped through multiple CHAs, release order to be obtained from each of the steamer CHA & obtain final delivery order.
- vii.* CHA shall arrange for registration of TRA/CRA and/or the connected concessions for processing BILLS OF ENTRY.
- viii.* CHA shall forward the assessed Bill of Entries to BHEL. BHEL will make duty payment and forward the challan to CHA for Inspection and obtaining PASSEDOUT OF CHARGE order from Customs.
- ix.* In case of non-availability of appropriate Customs Officers, CHA shall arrange for assessment and Final Clearance through alternate Customs Officers.
- x.* It is expected that CHA shall arrange assessment and clarify document discrepancies on his own in most of the cases where the discrepancies are of minor nature.
- xi.* After obtaining Passed out of Charge Order CHA shall arrange for completion of other formalities including payment of Port Authority Levies (Wharfages, Demurrages, Ware

house Charges and other similar Charges) from BHEL account or any other bank or his own account.

- xii. CHA shall arrange for tracing of the cargo at Port Trust and at various CFSs and arrange for Loading of the cargo into suitable Vehicles, Trailers, and Trucks.
- xiii. CHA shall employ labor both for loading of cleared consignment and delivering the same at the premises of BHEL approved transport carriers or delivered at other places including customer promises located outskirts of CHENNAI city as per instructions from BHEL or book them to other points of destination within India by Air/Rail/Road as per instructions of BHEL
- xiv. As it may not be possible to arrange for dispatches to BHEL Units, Plots or other destinations on a daily basis, on the instructions of BHEL, CHA shall arrange to transport the cleared cargo to BHEL identified godown /temporary closed storage within Chennai and consolidate the cargo.
- xv. In normal cases, BHEL will pay all the duties, freight / container detention, container repair charges and other clearance charges associated in clearing and forwarding BHEL Cargo. In case of urgent requirement, CHA shall arrange to pay such charges/duties/levies associated with clearance of BHEL Cargo. Such charges shall not exceed Rs. 200,000/- (Rupees two lakhs only) in any single case. Charges so paid by the CHA shall be reimbursed within 2 days of submitting the invoices and necessary documentary evidence.
- xvi. On completion of work for container consignments. CHA shall get Final bill from the liners and obtain refund of Container deposit and excess detention paid, if any immediately after handing over empty containers to Liners. CHA bills pertaining to that consignment will be processed only on receipt of final bill i.e. after obtaining refund of Container deposit and excess container detention charges, if any.

20.0 Time Period of Clearance of Import Cargo

Time Period of Clearance of Import Cargo

- i. Clearance of consignments at the earliest is the essence of contract and CHA shall take all measures in advance for ensuring the same.
- ii. The CHA will be required to effect clearance and dispatch of all consignments in the shortest possible time after their arrival and in any case within the Last Free Date (LFD) fixed by Chennai Port Trust/ MIAPL /Air India or Free Time allowed for all types of consignments received at various CFS etc. or Free Time allowed by other agencies.
- iii. CHA shall custom clear the cargo in the following time schedule after the last input required for assessment of BILLS OF ENTRY is made available Following Schedule of clearance has to be followed by the CHA after handing over last input/documents by the Company to them :

Sl. No	Activities	AT SEA PORTS i.e. CPT(CPT's CFS), CFS/ICD (*)- Net working days	AT AIRPORT (*)-Net working days
A	BE Filing	1	1
A	Import Clearance under Merit both Home Consumption & Ex- Bond B/E including noting, assessment and duty payment, D.O., Stamp duty payment, customs examination and out of charge etc.	3	2
B	Import Clearance both Home Consumption & Ex-Bond B/E under DEEC/Adv Lic/EPCG/SFIS/Market Focus Scheme Lic / Project import /Power Certificate/Adhoc Exemption(Defence Cert) Certificate/H.S.S. B/E/Re-Import B/E or any other duty exemption scheme including noting, assessment, debit, ADF/ duty payment wherever applicable., D.O., Stamp duty payment, customs examination and out of charge etc. And also including Ex-Bond procedure	4	3
C	Bonding under Section 59/69 (including Docks/ Warehouse Clearance) including noting, assessment bond procedure, obtaining bond space etc.	5	4
D	In the event of Late noting under Sec.48 (additional time over A/B/C)	1	1
E	In event of High Seas Sale procedure (additional time over A/B)	1	1
F	Additional time in case of OBL/BRO received (after B/E completion, duty paid/ADF/IDF done) obtaining final D.O. from Single Agency only, customs examination & out of charge.	1	1
G	Additional time in case of OBL received (after B/E completion, duty paid/ADF/IDF done) obtaining final D.O. for multiple consolagencies , customs examination & out of charge.	2	-
H	In case shipping lines/forwarder not collecting stamp duty from Importer/ CHAs, Stamp duty will be paid at CPT or any other agency nominated by State Govt	1	NA

I	Submission of additional Purchase Order/items for registration under PI.	1	1
J	Retrival of old IGM details from customs EDI system (very old cases)	1	-
K	Initial Registration of Project Import	10	NA
L	Computer Registration of DEEC License/Adv license/EPCG/SFIS/ Market Focus Scheme License, license amendments etc	4	2
M	Obtaining CRA and verification of CRA at the Customs, wherein the Project is registered.	2	2
N	Return of Empty Containers with acknowledgement.	48 Hrs	

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

LAST INPUT MEANS :-

(A)Input of Documents from BHEL such as Docket/Revised invoice/final MOA/PO(PI) application (in case of PI clearance) etc.

(B)Any other input/documents as required necessarily for clearance & not coveredat (A) above.

Note :

1.BE has to be filed within 24 hrs from the time of Vesselberthing subject to all documents given by BHEL.Any delay , penalty will be debited to CHA.

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

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

EMPTY containers has to be returned with in 48 Hrs Any detention will be to CHA account.

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

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

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

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

- The freight bills are to be collected well in advance thro' email of the berthing of the vessel and submit the same to BHEL in time to avoid any delay in clearance proceedings for want of timely payment.
 - In respect of **customs duty payment for all shipments**, the CHA has to inform the duty in advance, once the final assessment / reassessment is done for authorizing RTGS, to the company for making on-line payment and making the challan available to the CHA in time and avoiding any interest liability delay in customs duty payment and clearance.
 - Priority for clearance under DEEC /Adv License/EPCG/Adhoc certificate etc (when more than one consignment are to be cleared) shall be decided by ROD/BHEL/Chennai and the max. Period for clearance will be reckoned from the day the licence has become available for a consignment.
- i. The CHA will be required to effect clearance and dispatch of all consignments in the shortest possible time after their arrival and in any case before the Last Free Date (LFD) fixed by Port Authorities or Free Time allowed by other agencies.
 - ii. CHA shall customs clear the cargo with the following periods after the last input required for assessment of BILLS OF ENTRY is made available. If Customs Clearance is delayed beyond the prescribed period, pro rata Demurrages and other punitive charges on account of physical clearances after free period allowed will be recovered from the Bills of CHA for the actual delay caused by the CHA
 - iii. For ODC cargo (Definition of over Dimension Cargo is available in this document) CHA shall arrange for clearance on Direct Delivery Basis at hook-point on the same day of landing.
 - iv. However in case of genuine difficulty on the part of CHA due to reasons not attributable to CHA (non availability Customs Officers/System Failures and other similar reasons) demurrages and detention will be borne by BHEL on appropriate certification by BHEL Representative.

21.0 Correct Customs Duty Payment:

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

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

- i. The CHA will be required to apply for and obtain TRAs and CRAs for DEEC/ADVANCE/EPCG Licenses, Duty Credit Scrip, PI Concessions and Other Duty free Licenses/Exemptions from Time to time.
- ii. For obtaining TRA/CRA, CHA will arrange to collect the necessary documents including TRA/CRA application, copies of Shipping documents and Original Licenses.
- iii. CHA will file and process the TRA/CRA through Customs Sea and/or Air as the case may be and obtain the TRA/CRA
- iv. On obtaining the TRA/CRA, CHA shall proceed expeditiously for registration of the same in Customs Air and/or Sea as the case may be. In any case TRA/CRA shall be registered within one day after obtaining the same. CHA shall also register TRAs/CRAs pertaining to BHEL, received from SEA Ports other than Chennai.
- v. CHA shall arrange to receive/collect the necessary original Licenses and corresponding BONDS from BHEL as and when required and register the same with SEA/AIR Customs as required by BHEL. Registration of Licenses shall mean completing the EDI systems entry in full including initial amendments if any.
- vi. CHA shall also arrange to register amendments in Licenses/PI Concessions bonds thereof, extension of bonds as the case may be from time to time as required by BHEL.
- vii. Time taken for registration of such licenses/PI Concessions (Bonds) shall not be more than 4 Working days in any case excepting in case of Systems Failure or other reasons not directly attributable to CHA duly certified by BHEL officials.
- viii. As and when required by BHEL, CHA shall arrange to collect debit sheets of registered licenses and PI bonds from Customs Department. This arrangement shall include Licenses/PI bonds registered by BHEL or any other agency. CHA also should maintain details of Debit of Qty and Value of each item in a license and send fortnightly reports.
- ix. Licenses issued on no norms basis regularized subsequently by Norms committee :-

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

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

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

23.0 Bond Closure Activity:

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

24.0 Procedures for cancellation of PI Bond with Customs:

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

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

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

25.0 PHYSICAL CLEARANCE OF SEA IMPORTS

- 25.1 The contractor shall immediately on payment of duty / obtaining Free no. Complete customs inspection/examination, obtain OOC and arrange for clearance of imported goods. For all import consignments (break bulk, LCL and FCL etc) in the case of original /duplicate bills of entry (for Home consumption / into bond) requiring customs examination/inspection, the contractor shall arrange to obtain the services of customs officials for conducting examination/inspection at harbor/rented plot and other customs notified areas. CHA shall meet such incidental expenses as may be necessary for getting this examination/inspection conducted expeditiously and obtain OOC. BHEL will render all technical assistance which may be required for examination/ inspection. Thereafter, process of clearance applicable to import mentioned in the succeeding paragraphs will apply.
- 25.2 In the case of break bulk consignments and barge cargo, import applications will be duly processed with CPT and adjust harbour dues in BHEL account maintained with CHPT. CHA shall intimate BHEL in advance about requirement of funds, compare the Import Application with the concerned area office of CHPT for effecting delivery of the cargo. The contractor shall obtain necessary check weigh measurement endorsement from the concerned shed superintendent of CHPT for processing of import application. Also, he shall obtain balance quantity endorsement in the IA and adjust for further transit due adjustments in BHEL account. The contractor shall process heavy lift voucher and make payment for heavy lift charges by adjusting in BHEL account. The contractor shall be required to do all the work involved connected with the clearance of the consignment from the wharf up to the stage of unloading at the rented plots / plots nominated by BHEL bonded warehouse both private and public and later dispatching to the units in vehicles/wagons and up to the stage of loading them in vehicles/wagons at wharf. Demurrage incurred, if any, due to delay in clearance will be to Contractor's account. The day to day debit vouchers like IA, TD, heavy lift, wagon loading vouchers or any other vouchers by port trust in connection with our import / export shall be collected by contractor and hand over to accounts department, BHEL office periodically. Our plot lease rent, water and electricity vouchers are also to be collected by the contractor and hand over to accounts department. Delivery order to be collected by CHA, on payment of DO charges. CSIT Data entry by CHA.
- 25.3 In the case of LCL container cargo, BHEL will hand over the relevant documents and it will be the responsibility of the contractor to clear the consignment at CCTL or customs notified areas, intercarting and unloading at BHEL Plot / contractor's plot or directly dispatch to units. Demurrage/storage charges incurred, if any, due to delay in clearance will be to Contractor's account. Hitherto the LCL cargo and other small quantity of FCL cargo cleared at various CFS were intercarted to BHEL plot for consolidation. But presently Customs not permitting to bring these cargo to BHEL plot. Hence contractor should have adequate open space and go down to interartfor temporary storage of cargo.
- 25.4 In the case of Full Container Cargo or OMC, BHEL will hand over the relevant documents and the Contractor shall arrange for delivery order, direct loading, destuffing as the case may be, by himself. The contractor shall collect the cheque towards container detention charges from our EVR Office/ other BHEL Offices, submit it to the steamer CHA and get extension of validity time for container clearance from CCTL/CIPTL/other customs notified areas. Further if destuffing is to be done by the contractor, he shall obtain the acknowledgement for return of empty container from steamer CHAs and hand

over to BHEL. Contractor shall arrange to pay the container repair / damage charges to Liner and hand over the empty container to Liner plot. Payment of container repair charges is also applicable for containers sent to factory for destuffing to ensure that the container/ trailers should not be detained. This repair charges will be reimbursed by BHEL within two days time after submission of original receipt to BHEL. Demurrage / detention incurred, if any, due to delay in clearance will be to Contractor's account. **Container movement to CFS – ALERT by CHA for delayed movement to CFS to be given to BHEL** Delivery order to be collected by CHA, on payment of DO charges. CSIT data Entry to be made by CHA

- 25.5 In case of heavy lift cargo, contractor shall obtain the necessary endorsement in the Import application regarding landing /stacking/delivery of such cargo and adjust port dues with CHPT.
- 25.6 In the case of cargo requiring survey and repacking either at plot or at wharf or other customs notified area, the contractor will arrange for opening of cases counting weighing and repacking the same immediately after the survey is conducted. Contractor shall send request letter to Insurance Company for deputing surveyor. Also send letter to steamer CHA for arranging joint survey and obtain survey report within a week time from the date of survey and hand over to BHEL. Any shortage of cargo is to be communicated to Customs.
- 25.7 In the case of cargo requiring bonding, the contractor will arrange for space certificate in the Custom Notified area suggested by BHEL arrange, inspection by the Customs and for bonding in the area specified for the purpose. Any incidental expense in connection with the bonding will have to be met by the contractor. When required by the company the contractor to ensure that debonded materials are loaded in vehicles/wagons for transportation to units after obtaining necessary permission from the bond officer. Necessary documents for movement under transit bond will be processed by the contractor.
- 25.8 The contractor shall place sufficient number of trucks/trailers at the notified time and place to clear the cargo from the wharf within the "FREE TIME" as per the intimation given by the company. The trucks/trailers shall be equipped with necessary side supports of sufficient height to permit full capacity utilization by volume/weight, dunnage materials like wooden sleepers, tarpaulins to protect the cargo etc. This is also applicable for intercarting in the case of exports. He should also provide necessary handling facilities for loading the cargo directly from the wharf into lorries/trailers/wagons. Any demurrage/damage losses, charges, expenses or costs that may be suffered or incurred by the company due to contractor's failure to comply with the above and the amount due thereof will be recovered from the contractor without prejudice to other rights and remedies. The decision of the Docks In-charge in respect of such demurrage, losses, charges, costs or expenses shall be final and binding on the contractor.
- 25.9 All the operations involved in the clearance of imported materials has to be completed by the contractor within the "FREE TIME". Free time for the purpose will be calculated from last day of discharge of vessel and will continue till last free day (LFD) declared for the vessels by the Port Trust for break bulk cargo. All incidental expenditure involved in providing facilities and taking delivery of the materials on the wharf will be met by the contractor.

- 25.11 In case of bonded consignments, the contractor should hand over the duplicate copy of the Bills of Entry within 72 hours after the completion of the clearance to the customs authority.
- 25.12 In all import cases of home consumption, the contractor shall hand over duplicate and triplicate bills of entry to BHEL within 24 hours of clearance of consignment.
- 25.13 The contractor shall intend suitable plants from CHPT for each and every shift till completion of vessel as per the advice of BHEL representatives.
- i. CHA shall deploy adequate labour and supervisor along with tools & plants for handling of cargo. CHA to put crane for clearance of cargo at wharf on the advice of BHEL at short notice.
 - ii. Normally port will stack the cargo at wharf. In case port is not in a position to provide space for stacking, CHA shall arrange vehicles and gear and receive the cargo directly in to vehicles and intercart the cargo where the port has allotted space. This work will be continuous process for 24 hours till completion of all our imports in that vessel. Contractor shall ensure continuous placement of trailers for receiving the cargo from vessel hook in to trailers without idling of vessel hook. Vessel detention / steamer CHA arranged for interacting of the cargo due to delay in placement of trailers will be on contractor's account.
 - iii. The contractor shall ensure availability of qualified supervisors at all work spots from starting to closing of each shift. Minimum of 5 supervisors are to be deployed for wharf clearance and CFSs clearance. The supervisor shall account and tally the material consignment vehicle wise in the prescribed format. He should ensure good condition of the vehicle with proper and adequate side supports before loading the material into the vehicles. He should also take care while loading of the material, outsiders (driver, cleaners, carrier representative, etc.) should not stand near to loading point.
 - iv. RAIL MOVEMENT: For dispatch of materials (Imports and other) by rail, necessary indent will be placed by the company with Railway CPT under intimation to contractor. Contractor shall arrange adequate number of cranes (minimum of 4 cranes of capacity of each 20T or more than 20T) and 10 trailers for loading in to wagon. Contractor shall follow up and arrange placement of wagons on the appropriate siding place and obtain δ TXR's fit certificate for loading to complete the loading of the wagons with proper lashing within the free time allowed by the CPT/Railways, tender the forwarding note to the Port Trust authorities and obtain relative Railway Receipt and other related voucher, Gate passes from the Port Trust. It is the responsibility of the contractor to complete loading within the permissible free time. Wagon demurrage incurred due to non-performance of any of the above will have to be borne by the contractor and the said charges will be recovered from the contractor's bill. All materials used for wagon lashing shall be new and the rates payable shall be as per schedule enclosed.
 - v. Where during the process of unloading of the cargo, the cargo is landed in a damaged condition, contractor shall organize survey with customs officials, recovery CHAs and steamer CHA. Successful tenderer should arrange surveyor who is authorized by our insurance company for surveying the damaged cargo/ loaded container and empty container. Contractor will generate paper work for survey to co-ordinate with Customs Officials, Steamer CHAs and Insurance Recovery CHAs and obtain the survey report. Surveyor fee will be paid to the contractor at actuals.

- vi. The handling contractor, when so required by the company should make arrangements for loading and transporting of cargo even outside normal hours of work of Port Trust. Contractor shall arrange to book over time for Customs officials beyond office hours / on holidays for inspection of import / export cargo as per the instruction of BHEL officials. All sundry expenses including arranging vehicle for pick up and drop of Customs officials in this connection will be met by the contractor. However the OT charges paid to customs on voucher will be reimbursed to the contractor.
- vii. Whenever it is necessary small components will have to be packed in a suitable box by the contractor. Necessary shooks alone for making the above may be provided by BHEL. ALL other materials like, nails, band etc., will be provided by the contractor himself. If BHEL is not in a position to supply shooks contractor shall arrange shooks and other materials required for packing immediately without loss of time. The cost of materials will be paid as per the rate schedule.
- viii. Whenever repairing / repacking of damaged wooden boxes is to be done contractor shall arrange required shooks and packing materials like nail steel bands, clamps, etc..
- ix. In case all the containers of the consignment are not discharged by the same vessel or are not properly declared in the FCL/LCL list of Port Trust or not transported to CFS, the Agent will immediately take up the matter in writing with Steamer agent for prompt corrective action. In case demurrages or container detention charges are incurred due to the lapses of the steamer Agent, the Clearing Agent would promptly lodge the claim for the demurrage and container detention charges with intimation to BHEL and follow up the matter till its reimbursement is obtained. CHA should also required do the coordination and documentation for the movement of the FCL containers to the nominated CFS as directed by BHEL.

26 Loading and Transportation of Cargo:

- i. On instructions from BHEL, CHA will be required to transport the Customs Cleared consignments after taking delivery.
- ii. CHA shall arrange for loading into vehicles arranged by BHEL for direct dispatch to Units. CHA to ensure no damages occur during loading and unloading.
- iii. On instructions from BHEL, CHA shall arrange for transporting of cargo from Port Trust/CWC/CFS to other storage areas plot/go down of CHA for cargo consolidation or BHEL Plot inside Chennai harbor.
- iv. On instructions from BHEL CHA shall arrange for loading and transporting of cargo from BHEL identified godown to BHEL Plot inside Chennai harbor by own vehicle.
- v. On instructions from BHEL, CHA shall arrange for loading of cargo from CHA godown to other destinations as instructed by BHEL and provide the necessary Gate passes and documentation. Vehicles for transportation shall be provided by BHEL.

- vi. Contractor shall prepare the tally sheets in the prescribed format for all operations like unloading / loading and hand over one copy of tally sheet to BHEL dock office. Accounting of materials with reference to BL, Invoice and packing list and reconciliation of quantity BL wise to be done by the contractor.
- vii. Whenever materials are dispatched directly from wharf / CFS to manufacturing units / sites / customer, contractor shall prepare Transport Note as per the prescribed format (in quadruplicate) and get acknowledgement from carrier's representative. Carrier's copy and Unit's copy are to be handed over to carrier's representative. Original and fourth copy are to be returned to BHEL Dock office on the same day of dispatch. In case dispatch made at CFS during second and third shift, the T.Note copies shall be handed to BHEL on very next day morning. The rate offered is inclusive of stationery cost of tally sheets and T.Note also.

27.0 Reports

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

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

Sr. No.	Report	Frequency
Imports		
1	Daily Status Report of Pending Consignments	Daily by 12.00 hours
2	Daily Report of Consignments cleared from Docks/ Airport/ CWC	Daily by 12.00 hours
3	Daily Report of demurrage/air warehouse charges incurred on Consignments cleared.	Daily by 12.00 hours
4	Weekly Report of Consignments lying in BHEL identified Godown	Alternate Day
5	Monthly Report of Port Trust/ Airport Authority PD Account from CHA	Last day of Month
6	Monthly Report of Port Trust/Airport Authority PD Account from Customs Department	1st day of the Month
7	Original DEEC Licence in the custody	Daily by 12.00 hours
8	Exception report of Consignment pending clearance	Weekly
Bill of Entry Report :-		
1	Weekly statement of original Bs/E submitted.	On every Monday
	Air Export Bi-Monthly Report	

	Monthly performance of CHA report	For Sea and Air
	Reasons for container detention Charges	
	Reasons for Demurrage charges	

28.0

CHA will be required to submit the following reports

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

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

29.0 WEB based on-line system

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

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

30.0 Clearing and Forwarding of Sea Export :

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

The various modes of Sea exports by BHEL ROD Chennai:

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

31.0 Break Bulk Export

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

- xiii. CHA shall return all necessary documents to BHEL within 15 days of completing the exports.
- xiv. In cases where the cargo is required to be re-imported CHA shall arrange for inspection before export and clearly establish the identity of the cargo. Endorsements attesting to the identity of the cargo by customs authorities shall be made available on the shipping bill by the CHA.
- xv. In case of cargo getting shutout for various reasons, CHA shall arrange for moving the cargo to BHEL Plot /CFS/Godown identified by BHEL as instructed by BHEL after completing Customs and Port Formalities.

32.0 FCL Export:

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

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

33.0 LCL Exports:

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

34.0 PHYSICAL CLEARANCE OF SEA EXPORT CARGO:

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

and handling the cargo from the siding will be obtained from Chennai Port Trust by the contractor.

- After placement of wagons in the identified siding, cargo is to be unloaded from the wagons and loaded on to suitable trailers/trucks.
- Trailers/Trucks with loaded material is to be moved to the identified wharf indicated by BHEL in writing and unloaded and stacked suitably as directed by BHEL and as required by the stevedores of the vessel loading export cargo.

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

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

35.0 STORAGE:

" The CHA shall store the import cargo at BHEL identified godown or any other place as may be indicated by the Company from time to time. The storage conditions including any specific requirements during its storage shall be intimated by the company and CHA shall ensure its compliance.

“ The CHA shall ensure that all cargo taken into stores are kept in covered storage or physically covered by tarpaulins and take such measures as may be necessary to prevent damage to consignments received in packed or unpacked condition due to rains and natural hazards or physical handling for which no extra charges shall be payable. In case of any damage to consignments due to contractor's negligence stored in the BHEL identified godown, the same shall be intimated to BHEL and repacked as per the company's instruction, for which no charges will be payable.

“ The CHA shall lodge and pursue all old and new Manifest Claims and Custom Refund Claims. The Appeal/ Revision Petition relating to these claims shall also be preferred by the CHA.

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

36.0. GENERAL

- a. **LABOUR:** Based on the quantum of work anticipated at various points, the contractor should regularly draw the C&F labour required by placing indents with the Administrative Officer, CHD, as per Clearing & Forwarding (Regulation of Employment) Scheme after making payments there-for. The labour so obtained should, in coordination with BHEL, be utilized in the best interest of the company. No charges towards non-utilization of labour, if any, shall be payable by the company.
- b. **LASHING:** Whenever the materials are loaded in wagons it will be the responsibility of the contractor to ensure that the lashing is done properly to sustain transit jolts. A remark regarding the use of the lashing materials by the contractor should be clearly got endorsed in the Railway Receipt along with the information that the lashing materials belong to the company so that these could be claimed at the unloading point. All the materials used in lashing the wagons shall be new. Using of old materials, sleeper etc., will not be permitted.
- c. **CRANES:** When contractor's cranes are used on wharf, it shall be his duty to obtain an endorsement on the Import Application regarding non-supply of Port Trust Cranes. The cranes to be operated by the contractor shall be with valid test certificates and should be capable of meeting the requirement as needed by the Dock Safety Board. Periodic updating of test certificates and maintaining the cranes in good working condition will be the responsibility of the contractor so that the safety of both the cargo and persons assigned to supervise the operation is ensured. In handling consignments, the contractor shall comply with all relevant Railway/Port Trust Rules/Regulations and instructions and shall be responsible for all damages, losses, etc. arising out of any infringement thereof.
- d. **SLINGS:** It shall be the responsibility of the contractor to provide slings for all operations needing them. **ISI** tested quality slings, wire ropes and other manila ropes capable of meeting the safety requirements of dock safety authority will alone be used by the contractor. This shall apply for all the operation of BHEL irrespective of the fact whether the cranes are provided by the contractor or CPT or by BHEL or others. It will also be the responsibility of the contractor to be prepared with various capacity slings of different lengths which can be hooked through 4 points or 2 points as may be necessary so that the cargo of BHEL is

- lifted speedily and safely. Special care has to be taken by the contractor to stock the slings sufficiently in advance since BHEL will be receiving cargo with identical tonnage but with differing parameters of lengths and sections and hence various lifting arrangements like eye hooks, bolts, DØ shackles should be available . Suitable lifting beams for lifting thin section and long length items will be organized by the contractor to ensure quick clearance and safe handling. All slinging operations shall be performed by capable riggers and/or supervised by contractor's representatives suitably qualified for such an operation at all points of BHEL work. If necessary for handling of heavy lifts at wharf, the contractor must arrange from CPT Gear Depot the necessary slings, DØ shackles, plate clamps etc, for delivery of cargo and no extra payment will be payable for this. Test certificates for certifying lifting capacity to be maintained by CHA.
- e. The transshipment of materials from the Lorries/ trucks/ trailers (loaded at the loading point) is not permissible except in case of break down en route. Any such transshipment will be on contractor's account and the contractor shall be responsible for any shortage or damage to the material arising due to such transshipment. The contractor shall inform the authorized representative of the company about such transshipment before the materials are unloaded at the destination.
 - f. At the destination point the materials should be made over to the authorized representative of the company and a certificate that the materials have been correctly delivered in good condition should be obtained from him on the challans. Payment would be made to the contractor only when bills are supported by such certificates/certified challans.
 - g. The contractor should strictly adhere to all rules and regulations as laid down by the D.T.C. (Traffic), the Regional Transport Authority and Chennai Port Trust Authorities in the matter of movement of such materials. The infringement penalties if any, payable to the Chennai Port Trust and the State Government in the above connection will be borne by the contractor.
 - h. The contractor shall comply with all rules framed from time to time by Government (Central or State) or the local authority and legislations governing labour required for the work referred to above. The Rules and other statutory obligations in regard to fair wages will be deemed to be part of the contract.
 - i. All materials shall be considered to be in possession of the contractor and in his care and custody, at his risk and responsibility from the moment these have been delivered to him or his representative until such time as the materials have been carried to and received in writing in the same condition, as delivered to the contractor, by an authorized representative of the company at the destination.
 - j. The contractor shall make arrangement to carry and convey the materials at his own risk and responsibility and shall indemnify the loss/damage to BHEL against all claims arising from death or injury to any person or property caused through any of the motor vehicles or trailers or mechanical appliances and also against any damage or loss to the materials entrusted to him by the company. The damage and/or loss to the company as assessed by the company shall be final and binding on the contractor.
 - k. The contractor will name and post a responsible representative round the clock to co-ordinate all operations governed by the contract for supervising the operations. He should have the required knowledge and experience of coordinating and handling of such jobs and should possess permit license for carrying out the required operations. Further, he should preferably

provide his representative with some mode of conveyance to enable him to move between our offices, CPT wharves, etc. without any delay in discharge of the contractual obligations.

37.0 Requirement of man power:

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

38.0 AIR IMPORT:

General Description of Work:

Clearing and Forwarding of Air Import Cargo:

- i. The CHA shall collect Air import documents immediately on arrival of cargo from the appointed Air console CHAs, various Airlines and other agencies.
- ii. On collection of shipping documents tenderer shall in consultation with BHEL file appropriate bill of entry (MERIT, DEEC, EPCG PI, Duty Credit Scrips, WARE HOUSE, EX-BOND, REIMPORT, RE EXPORT and UNDER other CN). In special cases if required, CHA shall obtain permission for filing manual ~~BILLS OF ENTRY~~ and file the same with appropriate authorities.
- iii. CHA shall file the BILLS OF ENTRY expeditiously, with the supplier's invoice copy and other documents available in the shipping documents without waiting for any other documents.
- iv. The CHA shall verify the completeness of all the documents and shortcomings if any shall be brought to the notice of BHEL for necessary action.
- v. CHA shall depute their representative to BHEL offices twice on every working day for collection of documents required for assessment. (Purchase Order copies, Licenses, TRAs, CRAs and other required Documentation).
- vi. After filing of the Bill of Entry CHA shall proceed expeditiously for assessment and obtain Check prints for verification.
- vii. CHA shall arrange to collect the Freight Cheques, other documents for submission to Forwarders/Airlines/Console CHAs from BHEL and deposit the same with the respective agencies to obtain Delivery Orders.

- viii. CHA shall arrange for processing of TRA/CRA at MCH/AAI and/or the connected concessions for processing BILLS OF ENTRY.
- ix. On Confirmation from BHEL, duty shall be adjusted by the CHA and obtain PASSED OUT OF CHARGE order from Customs.
- x. In case of non-availability of appropriate Customs Officers, CHA shall arrange for assessment and Final Clearance through alternate Customs Officers.
- xi. It is expected that CHA shall arrange assessment and clarify document discrepancies on his own in most of the cases where the discrepancies are of minor nature.
- xii. After obtaining Passed out of Charge Order CHA shall arrange for completion of other formalities including payment of Air Port Authority Levies (Ground Handling Charges, Demurrages, Warehouse Charges and other similar Charges) from BHEL account in SBI Minambakkam or any other bank or his own account. Statutory levies/Charges if any paid by CHA on account of clearing BHEL Cargo will be reimbursed within 2 days of submitting the necessary original bills.
- xiii. CHA shall arrange for tracing of the cargo at Air Cargo Complex and arrange for Loading of the cargo into Vehicles, Trailers, Trucks and transport to BHEL plot inside harbour / CWC / CFS / other BHEL locations within Chennai / BHEL identified godown.
- xiv. CHA shall employ labor both for loading of cleared consignment and delivering the same at the premises of BHEL approved transport carriers or delivered at other places including customer premises located outskirts of CHENNAI city as per instructions from BHEL or book them to other points of destination within India by Air/Rail/Road as per instructions of BHEL
- xv. As it may not be possible to arrange for dispatches to BHEL Units, Plots or other destinations on a daily basis, on the instructions of BHEL, CHA shall arrange to transport the cleared cargo to BHEL identified godown / temporary closed storage within Chennai and consolidate the cargo.
- xvi. In normal Cases BHEL will pay all the duties, freight, Delivery order /charges, container detention charges and other clearance charges associated in clearing and forwarding BHEL Cargo. In case of urgent requirement CHA shall arrange to pay such charges/duties/levies associated with clearance of BHEL Cargo. Such charges shall not exceed Rs. 2, 00,000/- in any single case. Charges so paid by the CHA shall be reimbursed within 3 days of submitting the invoices and necessary documents.
- DO/Detention invoice from all freight forwarding agent, liners to be collected and handed over to BHEL by CHA, within 03 days of arrival of consignment. CHA to check for invoice inline with Liner/Frt forwarder tariff.
- Xvii Transit insurance for Air cargo to be done by CHA will be reimbursed by BHEL at actuals

39.0 Time Period of Clearance of Import Cargo

- i. The CHA will be required to effect clearance and dispatch of all consignments in the shortest possible time after their arrival and in any case before the Last Free Date (LFD) fixed by Airport Authority/Air India or Free Time allowed by other agencies.
- ii. CHA shall clear the cargo with the following periods after the last input required for assessment of BILLS OF ENTRY is made available. Demurrages and other punitive charges after period allowed will be recovered from the Bills of CHA.
- iii. Bills of Entry under MERIT Clearance :2 days
Bills of Entry under DEEC/EPCG/PI Clearance :4 days

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

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

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

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

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

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

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

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

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

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

vii. Time taken for registration of such licenses/PI Concessions shall not be more than 5 Working days in any case excepting in case of Systems Failure or other reasons not directly attributable to CHA.

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

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

40.0 Clearing and Forwarding of Air Export:

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

The various modes of Export by BHELRODCHENNAI

Air Exports

Scope of Work for Air Exports:

- i. On instructions from BHEL, CHA shall collect the necessary documents (Export Invoice, Packing Lists, LUTs and other documents) from BHEL office.
 - ii. CHA shall prepare and file the shipping Bills. Type of the shipping Bill shall be as directed by BHEL in writing. If required by BHEL, CHA shall arrange permission for filing manual Shipping Bill in special cases.
 - iii. The cargo will be generally made available to the CHA in BHEL Plot inside Chennai Port. On occasions, CHA may be required to collect the cargo from different locations within Chennai City. In case of ODC or Heavy Lift Consignments the cargo will be made available at the Air Port.
 - iv. CHA shall arrange for the transportation of the cargo from BHEL Plot/CFS/CWC/other locations to the Air port.
 - v. After assessment of the Shipping Bills, CHA shall arrange for inspection of the cargo and obtain Let Export and other appropriate orders.
 - vi. CHA shall arrange for handing over of the cargo to the appropriate Ground Handling Agency/Air Lines/Freight Forwarders as directed by BHEL after completing all customs clearance formalities.
 - vii. CHA shall obtain the Air Way Bill from the Air Lines/Freight forwarder and forward the same to BHEL Office.
 - viii. If it is deemed required, CHA shall arrange for COUNTRY OF ORIGIN certificate as directed by BHEL.
 - ix. In case of requirement, CHA shall also arrange to collect FINAL DEPARTURE CERTIFICATE from the appropriate Air Lines.
 - xiii. CHA shall arrange for obtaining EXPORT CERTIFICATE in case of re export of cargo for repair and return purposes.
 - xiv. If required by BHEL, CHA shall arrange for receipt, unloading temporary storage of cargo at his Go down within Chennai.
- XV. CHA should arrange Entry pass for Harbour for vehicles and BHEL representative as and when required and Entry pass charges will be reimbursed at Actuals by BHEL
- XVI. CHA should submit original container return feedback form within 1 week from date of handing over container to BHEL. In absence of feedback form, BHEL will be constrained to withhold respective bills
- XVII. CHA should give container wise tracking/movement to Operation and BHEL Finance team against each BL/Ctrl No. during DO extensions. At present detention charges are made for all the containers in a BL. If Any detention payments made for containers were extension is not required the total detention paid to additional containers including Taxes any paid by BHEL will be recovered From CHA.
- XVIII. In case of Direct Out (i.e. Materials despatched to Unit directly), its CHA responsibility to collect and submit all the Empty Container Feedback forms to BHEL from the transporter . Any detention payments made against direct out consignment and feedback not submitted

by concerned CHA the total detention amount including Taxes any paid by BHEL will be recovered from CHA.

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

SECTION - II

PRICE, PAYMENT TERMS AND PERIOD OF CONTRACT

VALIDITY OF OFFERS:

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

PRICE:

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

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

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

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

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

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

PAYMENTTERMS :

Payments to be done under CHA Contract.

A) Freight & Custom Duty payment will be made by BHEL.

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

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

ii) All payments related for customs clearance except detention charges, charges up to Rs 2 lakh per B/L/AWB are to be paid by CHA on case to case basis on confirmation in writing by BHEL Executive CHA to submit bills for reimbursement immediately along with all requisite documents. CHA shall ensure that all the invoices and receipts shall be in the name of BHEL.

iii) For Charges exceeding Rs 2 lakh per B/L / AWB, same will be paid by BHEL to agency concerned. CHA to provide Performa invoice/worksheet/rate schedule from respective agency in advance. In case of non availability of above mentioned documents for release of such

charges in advance, to avoid demurrage/detention charges, CHA working sheet shall be considered for release of such charges in advance. However if any excess advance payment is made, the same will be adjusted against their running bills. CHA shall ensure that all the invoices and receipts are submitted immediately after payment and shall be in the name of BHEL. In case of delay in submitting the invoice after payment made by BHEL, the full amount will be recovered till the submission of original invoice and receipt from the concerned parties.

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

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

1. PD A/c's with Chennai Port Authorities : for demurrage / wharfage / stamp duty charges etc.
2. Any other PD A/c that BHEL may open in future & authorize CHA to debit / use.
3. Reimbursement will be made within 3 working days after receipt of bill/documents complete in all respect including Rate Schedule from respective Agency.

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

Payments of regular Agency bills.

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

Requisite documents :-

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

" Copy of B/E / ICEGATE Copy of B/E Copy of NNDs of B/L or AWB

" Copy of packing list or invoice cum packing list, where ever applicable.

" Copy of BHEL's Road Dispatch Advices (RDAs)

" Receipt of all steamer CHA payments/statutory/mandatory payments made to the Govt. agencies.

" Original vouchers/ receipt in support of claims for reimbursement (in case the originals have been submitted earlier, copy of same should be enclosed)

" Godown statement for inward and outward records of the packages.

" Copy of customs examination order

" Copy of customs out of charge (if applicable)

- " IMPEX report copy (if applicable)
- " Customs notice/circular (if any)
- " Copy of tariffs of Shipping line / CFS/ etc as applicable
- " Empty container handing over acknowledgment by CFS/SA
- " Proof of acknowledgement of additional PO submitted to contract cell (Customs) in case of PI B/Es.
- " Proof of acknowledgement of request letters for CRA submitted to Customs.
- " Copy of TRA/CRA.
- " Check list in the prescribed format of the Company.
- " Confirmation of submission of original Bills of Entries by BHEL (copy of BHEL acknowledgement).
- " In case there is no demurrage or Air warehousing charge, the bills should be stamped "NO DEMURRAGE".
- " Notification/circular to be given for any change in the statutory charges involving agencies i.e. CWC, CPT, CHENNAI AIRPORT, Customs, CFS etc. to be furnished by CHA while claiming reimbursement of payment for such revised charges/statutory charges.

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

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

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

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

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

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

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

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

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

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

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

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

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

“

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

“

In case any wrong payment or excess payment is made by the CHA to such other Agencies, CHA will be fully responsible for the same and will have to make good the losses suffered by the company on this account. The Company will recover such amount (including interest, if any) from the outstanding bills of CHA. However, if such fine and/or penalty or excess payment is subsequently waived or reduced or refunded by other agencies the amount refunded to the company by them would be paid to the CHA.

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Any loss to BHEL consequent to CHA mistake shall be made good by recovery in running bills.

PERIOD OF CONTRACT

The period of CHA contract will be for one year.

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

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

If at any time during the currency of the contract, the CHA fails to render all or any of the services required under the scope of work satisfactorily in the opinion of the Company, whose decision shall be final and binding on the CHA, the company reserves the right to get the work done by other parties or departmentally at the CHA's risk and cost

In the event of the CHA going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the CHA's company becomes insolvent the contract shall automatically stand terminated.

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

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

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

Whenever asked by company, all documents including original Bills of entries, licenses, power certificates, exemption certificate etc will be returned by CHA immediately not later than three working days, failing which appropriate action as deemed fit and recovery of the losses by the company will be done. In the event of CHA backing out/not performing as per the contract, suitable financial action will be taken by BHEL. Additionally, future business of such de-faulting CHAs will be suspended with BHEL as per company policy.

This contract will have the provision for extension for one more year on same rates, terms and conditions subject to Mutual consent.

SECTION III

INSTRUCTIONS TO BIDDERS

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

- 1.0 Bidders are advised to go through the tender document fully before filling up the format for Techno-commercial Section and Price bid Section
- 2.0 The bidder must submit the total offer and the details desired therein. The offers which are not complete or mentioning shall be furnished later will be rejected.
- 3.0 The bidder while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
- 4.0 The price offer must be made only in the Price Bid formats enclosed with this tender.
- 5.0 The offers shall be kept valid for a period of 90 days from the date of opening of the tender.
- 6.0 BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof. It shall be responsibility of the contractor that their CHAs ensure proper working of the offers in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the CHA.
- 7.0 No modifications to the work contained in the items will be allowed. Quotations other than in prescribed Price Bid formats will not be accepted under any circumstances.
- 8.0 No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in this sealed cover. Any such clarification/modification if enclosed in this sealed cover (Price Bid) will be totally ignored and such bids will be rejected.
- 9.0 All corrections made in the bid should be initialed. In case of price bids, company seal should also to be affixed at all corrections.
- 10.0 Any request from the bidders in respect of additions, alternations, modifications, corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.
- 11.0 The acceptance of tender shall be intimated to the successful bidder through a Letter of Intent (LOI). The contractor shall be required to submit security deposit as per the Tender document, within one week from LOI which should be valid up to six months after the expiry of the contract period as specified in the Letter of Intent. In the event of failure on the part of the contractor to furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the acceptance of his Letter of Intent may be considered as withdrawn and suitable action will be taken as per company policy.

12.0 Evaluation Criteria :

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

13.0 INSTRUCTION FOR MSME SUPPLIERS

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

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

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

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

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

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

TECHNICAL REQUIREMENTS

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

2.0 DOCK Safety and Regulation Act 1982

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

Important clauses are mentioned below:-

2.1 Power Trucks:

2.1.1 All trucks shall be of good material, sound construction, sufficiently strong for the purpose for which it is used and maintained in good state of repair.

2.1.2 All trucks shall be inspected at least once a week by responsible person and when any dangerous defect is noticed it shall be immediately taken out of use.

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

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

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

2.2. Fork-Lifts:

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

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

2.3. Stability Test:

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

2.4 Crane Operators:

4.4.1 There shall be one Crane Operator for each single or pair of loading cranes which can be operated from the same point and he shall

- a) be not less than 18 years,
- b) be competent and reliable,
- c) possess the knowledge of the inherent risks of the crane operation,
- d) medically examined periodically.

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

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

use:

2.5 In regards to trucks, fork-lifts, cranes including wire ropes submission of certificate as per the format given at Page No. 45 shall be furnished by the contractor for all the cargoes wherein a single piece is weighing more than 5 MT. Bills for such consignments will be accepted only along with above certificate.

3 Other Acts to be complied by the Contractor:

(i) All labour and/or personnel employed by the contractor shall be engaged by them as their own employees/workmen in all respects implied or expressed. It will be compulsory on the part of the contractor to insure all his employees, permanent or temporary, against liabilities of accident, partial or full disability, death etc. The contractor shall indemnify BHEL against liabilities arising out of the contractor's obligations on this account.

(ii) The responsibility to comply with the provisions of various labour laws of the country shall be that of the contractor(s). Among others, he shall specifically ensure compliance with the following Laws/Acts and their re-enactments/amendments:

- a) The Payment of Wages Act, 1936.
- b) The Factory Act, 1948.
- c) The Workmen's Compensation Act, 1923.
- d) The Employees Provident Fund Act, 1952.
- e) The Contract Labour (Regulation and abolition) Act, 1970.
- f) The Payment of Bonus Act, 1965.
- g) The Payment of Gratuity Act, 1972.
- h) The Equal Remuneration Act, 1976.
- i) The Employees State Insurance Act, 1948.
- j) The Industrial Disputes Act, 1947.
- k) The Employment of Children Act, 1938.
- l) The Motor Vehicles Act, 1988 along with GSRM 728-E dated 18.10.96
- m) The Hours of Employment Regulations
- n) Regulation of Employment and Welfare Act, 1969
- o) Minimum Wages Act.
- p) GST Act
- q) Dock safety and Regulation act 1982

4 ODC PACKAGES:

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

Length	Width or Breadth	Height	Weight/ Volume
12.0 Meters	2.5 Meters	2.5 Meters	>20 MT

SECTION IV

GENERAL TERMS AND CONDITIONS

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

1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.

1.2 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "CHA" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" or "FREIGHT FORWARDER" or "CONSOLIDATOR" where the context so requires.

1.3 "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.

1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, LOI, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any) and all correspondence.

1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.

1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.

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

1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.

1.9 "INVALIDITY OF THE CONTRACT" The contract will be for One year .

1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim

on either side. All efforts to be made for closure of contract within 3 months from date of expiry of the contract.

1.11 ÷Tonö means one metric Ton or 1,000 kilograms or one cubic meter.

1.12 **Load Pattern:** The load pattern given is tentative which will be used for evaluation of the tender. The actual load pattern to be followed under the contract may, however differ. BHEL does not guarantee the load pattern. The load Pattern envisaged/estimated for next one year is given in Price Bid.

2.0 Issue Of Notice:

2.1The Contractor shall furnish the name, designation and addresses of his authorised CHAs/associates at Chennai (India).

All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised CHA/representative.

3.0 Commencement Of Work:

3.1The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

4.0 License/Permission/Registration

4.1Wherever any Licence/Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Contractor shall be entertained by BHEL for any breach of the provisions/Acts or laws by the contractor.

5.0 Invoices And Payments

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

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

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

5.4 After implementation of GST necessary changes in billing and all compliances as required have to be adhered to.

If invoice is not in the name of BHEL, the GST will not be reimbursed to contractor as BHEL will not be in a position to avail CENVAT credit.

6.0 Risk Purchase:

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

6.1 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the security deposit.

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

6.3 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.

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

7.0 Observance Of Local Laws :

7.1 The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.

7.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable/levied on account of any of the operations connected with the execution of this contract.

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

8.0 Safety Of Men, Equipment, Material & Environment:

8.1 All safety rules, codes applied by BHEL/its customer at port/CFS/ICD shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.

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

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

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

9.0 Contractor's responsibility for Insurance:

9.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).

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

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

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

9.2 The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.

9.3 The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party/parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.

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

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

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

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

10.2 If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to BHEL within 14 days from the date of occurrence thereof.

10.3 The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

10.4 Force Majeure conditions will apply on both sides.

11.0 Prevention Of Corruption

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

11.2 BHEL shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favour or disfavor to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with BHEL.

12.0 Arbitration

12.1 If Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of handling and/or transportation, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the

execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator i.e. HEAD ROD, BHEL, Chennai or nominee appointed by him in writing. There will be no objection if the arbitrator so appointed is an employee of BHEL. The arbitration shall be conducted in line with the provisions Indian ARBITRATION AND CONCILIATION ACT,

1996. The award of the arbitrator shall be final and binding on both the parties

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

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

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

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

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

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

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

13.0 Laws Governing The Contract:

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

14.0 Indemnity

14.1 The Contractor shall indemnify and keep indemnified BHEL all losses, claims, demurrage, detention etc. arising out of any of his acts or out of the acts of his CHAs or associates or servants during the currency of the contract.

15.0 Security Deposit

15.1 Successful bidder shall submit 5% of the total contract value as security deposit within Three days of issue of LOI for the contract. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit

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

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

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

15.3 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

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

15.5 The security deposit shall not carry any interest.

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

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

16.0 Earnest Money Deposit

16.1 EMD payable is 466122/-

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

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

16.3 EMD of the Tenderer will be forfeited if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract
- iii) If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited.

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

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

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

16.6 EMD shall not carry any interest.

16.7 EMD can be remitted through RTGS and amount to be credited to BHEL account before Tender opening. Details of Account given below

Vendors to E mail Details to BHEL ROD Chennai on EMD payment made through RTGS

ACCOUNT NAME	BHARAT HEAVY ELECTRICALS LIMITED
ACCOUNT NUMBER	42705249391
ACCOUNT TYPE	CURRENT ACCOUNT
BANK NAME	STANDARD CHARTERED BANK
BRANCH NAME	RAJAJI SALAI
BRANCH ADDRESS	19,RAJAJI SALAI CHENNAI 600001
IFSC CODE	SCBL0036078
MICR CODE	600036005

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

17.0 Discrepancy In Words & Figures: Quoted In Offer

17.1 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

17.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

17.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 23.1 and 23.2 above.

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

18.0 Requirements of Performance.

18.1 All the permissions and Clearances or any other relevant authorization/indemnities from/to competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.

18.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

18.3 The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.

18.4 All the safety precautions required in transportation such as lashing and securing the consignments, providing pilots/escort (if necessary) shall be the responsibility of the Contractor at his own cost.

18.5 In the event of contractor backing out/not performing as per the contract, suitable action will be taken by BHEL as per contract. Additionally, future business of such de-faulting CHAs will be suspended with BHEL as per company policy

18.6 Whenever asked by company, all documents including bill of lading, delivery orders, payment invoices etc will be returned by contractor immediately not later than three working days, failing which appropriate action as deemed fit and recovery of the losses by the company will be done.

18.7 In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the contractor's company becomes insolvent the contract shall automatically stand terminated.

19.0 Subletting Not Allowed

19.1 The contractor shall not sublet, transfer, or assign the contract or any part thereof. In case the contractor contravenes this condition, BHEL shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him.

19.2 The contractor shall not split or transfer to any other party any part of the contract during the currency of the contract.

20.0 Guidelines for suspension of business dealings with suppliers/ contractors'

The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at bhel website www.bhel.com. The link for the same is available at

http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-withSupplier-issued-Sept13_abridged.pdf

21. Reverse Auction

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

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

<http://www.bhel.com/pdf/RA%20guidelinesSept'13 abridged final webpdf.pdf>

In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

22. BHEL Fraud prevention policy

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

23. Miscellaneous

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

24.0. LETTER OF INTENT

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

SECTION V

TECHNICAL REQUIREMENTS

TECHNO COMMERCIAL FORMAT – Part -1

Offers of parties not meeting the below will be rejected.

Sr No	Description	Remarks	
I	Pre Qualification Criteria		(YES/ NO)
1.	Valid Customs House CHA (CHA) licence from Customs in their name at Chennai valid for the period of contract	Notarized copy to be uploaded on e-procurement portal and original to be submitted in BHEL	YES
2.	Minimum continuous experience of in last 7 years in CHA operations operating against CHA licence indicated in SI no 1 above	Agreed	-
3.	Must have office dealing with CHA operations in Chennai	Agreed	-
4.	Bidder must have an average annual turnover not less than Rs69.92 lakhs in "Custom House CHA activities in India for the last 3 years. (i.e for year 2016-17, 2017-18, 2018-19)(copy of CA certificate indicating details of turnover on account of CHA activities in India of each FY along with copy of audited balance sheet is to be submitted. (If balance sheet for financial year 2018-19 is not audited, data for 3 previous year may be given i.e for 2015-16, 2016-17, 2017-18). CA certificate & Balance sheet should be of same period	Copy of CA certificate to be uploaded along with copy of audited Balance Sheet	

Format for CA certificate on his letter head

Sr No	Description	2016-17	2017-18	2018-19
1	Total Turn Over of Company in Rs Lakhs in CHA business			
2.	Current Ratio > 1			

5.	<p>Bidders must submit proof of having have successfully executed "CHA Contract in India" contracts in last 7 years (ending last day of month previous to the one in which the tender was due for opening) as per following</p> <p>Copies of contract /work order with copies of satisfactory completion certificate from customer to be uploaded.</p> <p>(i) Three contracts of value not less than 93.22 lakhs each</p> <p>OR</p> <p>(ii) Two contracts of value not less than Rs116.53lakhs each</p> <p>OR</p> <p>(iii) One Contract of value not less than Rs186.45 lakhs</p>	

- (1) If work order does not specify the value of the contracts, the same should be certified from customers. In that case the documents required will be work order/contract copy, customer certification for contract value and satisfactory completion certificate from customer
- (2) The party who submits only work order or contract copy and does not submit satisfactory completion certificate from customer will not be considered.
- (3)The party who submits only satisfactory completion certificate from customer and does not submit relevant copy of work order/contract will not be considered

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

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

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

6.	Valid GST Registration	Copy to be uploaded.	
7.	The Bidder should not have been referred to BIFR/NCTL or declared as SICK by any Statutory Authority	A self-certification should be submitted by bidder	
8.	The Bidder should not have been banned on business dealing by BHEL/Govt of India/any undertaking of Govt of India.	A self-certification should be uploaded by bidder	
9.	Original Latest Solvency Certificate for Rs 50 lakhs from a Scheduled bank in India	Copy of Solvency Certificate to be uploaded	YES. Original
10.	CHA must have handled at least 100 B/Es of Engg/Project cargo (includes DEEC, EPCG,PI B/Es etc.) for Break bulk, FCL and LCL container cargo per year in the previous three financial years.	Client certificate as per attached format to be uploaded.	
11.	Parties must not have been penalized in any earlier contract with BHEL in the last five years.	Self Certification to be uploaded	
12.	Power of Attorney & copies thereof of the signing authorities with letter of authorisation	Copy to be uploaded	YES
13.	Declaration of having a closed & covered warehouse in the vicinity of Chennai Airport with a capacity to store at least 100cbm of cargo at any point of time or support letter from the agency from whom it be hired / rented by the contractor. Lease agreement to be provided valid for period of contract.	Copy to be uploaded	
Note :Offers of parties not meeting above qualifying criteria will be rejected.			
II	Details to be furnished		
1.	Name & Address of the company		
i)			
ii)	Year of Establishment of company		

2.	Type of Ownership :Proprietorship or Partnership or Private Limited or Public Limited or Central Undertaking or State undertaking or Any other (specify)	
3.	Partnership deed in respect of Partnership firms	Copy to be uploaded if applicable
4.	Certificate of Incorporation in respect of Ltd Co	Provide date of Incorporation & copy of certificate to be uploaded
5.	Complete Information on Party's offices in Chennai Office Address Telephone no./ Mobile no. Name of Contact Person with email id's ii) Office is owned / rented iii) Own warehouse/ tied up warehouse with other agency address	Information to be provided
6.	Company Details i) PAN Number ii) GST Registration number iii) Bank Reference (Details of Electronic Fund Transfer duly endorsed by the bank) - Name of the Company - Name of the Bank with branch - City/ Place - Account Number -Account Type - IFSC Code of the Bank Branch - MICR code of the bank Branch	Copy to be uploaded
7.	i) Directors / Partners if related to any BHEL employee	Name Staff No Designation Unit &Dept
	ii) If any Ex BHEL Personnel is employed by the Company, Mention the details	Name Staff No Designation Unit &Dept Relationship Date of Leaving Service
8	Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Laborer's Act / Child Labor Act / / Transporter board/ Customs and Port Procedure and	Agreed.

	all other relevant Acts, Rules and regulations of Tamil Nadu state and Govt of India in course of their activities and whether they are being fully complied with. Also all handling equipments are complying as per HSE compliance / ISO 9001/14000/OHSAS compliance.	
9	Letter of authorization for signatories to act on behalf of the company	Letter to be attached
III TECHNICAL REQUIREMENTS		
1.	EMD for Rs. 466122	Submitted
2.	Technical bid Signed and Stamped (All pages)	Submitted
3.	Blank Financial bid Signed and Stamped	Submitted
4.	The compliance letter duly signed and stamped on letter head is to be submitted/Uploaded on E-portal	Given
5.	CHA shall ensure that all the invoices and receipts are submitted immediately after payment and shall be in the name of BHEL. In case of delay in submitting the invoice after payment made by BHEL, the full amount will be recovered till the submission of original invoice and receipt from the concerned parties.	Agreed
6.	CHA should submit the 3rd original RA after custom clearance along with the relevant original Bill of Entry where the Bill of entry is cleared after taking RA.	Agreed
7.	Contractor having warehouse facility for storage of the custom cleared consignments. If yes, supporting documents to be furnished.	Yes / No Whether own warehouse / tie up with other warehouse agency
8.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped on each page is to be submitted/Uploaded on E-portal	Given/Uploaded
9.	PAYMENT TERMS: As Specified in section II	Agreed
10	INDEMNITY Contractor shall keep BHEL indemnified of all legal issues, the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed

11	ARBITRATION As Specified in General Terms & Conditions.	Agreed
12	FORCE MAJEURE As specified in the General Terms & Conditions.	Agreed
13	CANCELLATION OF THE CONTRACT: BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract. If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract. BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.	Agreed
14	TAXES/TDS :GST will be paid extra as applicable. After the implementation of GST, necessary changes in billing and compliances shall be adhered.TDS will be recovered from bills as per the rules prevalent.	Agreed
15	VALIDITY The period of CHA contract will be for One year from LOI date.	Agreed

16	<p>GOVT.RULES & REGULATIONS: CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licences, and permits for operation in India / transit country / discharge countries. It is obligatory for CONTRACTOR to comply with regulating requirements in discharge port countries are fully met before award of the contract.</p>	Agreed
17	<p>RISK PURCHASE As Specified in General Terms & Conditions.</p>	Agreed
18	<p>RA terms and condition: As per general terms and condition. The discount offered in price bid shall be uniformly applied to each BHEL slab rate to arrive to final price and no individual slab discount change request is permitted.</p>	Agreed

SIGNATURE AND SEAL OF TENDERER

SECTION VII

PRICE BID-Part II

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

OR

_____ %below the BHEL Schedule rate

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

Note:

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

Example 1.

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

Example 2.

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

FORMAT FOR NO. OF BE'S HANDLED

Client Certificate

(To be taken on Client's Letter Head)

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

	2016-17	2017-18	2018-19
--	---------	---------	---------

[1] Bills of Entries handled ó

[A] Engineering Goods(Nos)

Tonnage(MT/FRT)

Value :

[B] Other goods

Tonnage(MT/FRT)

Value :

Contact person :

Contact Number :

CHA performance activities has been satisfactory.

SECTION VIII

SCOPE OF WORK

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

Schedule 1 Serial No. 1 – Scope of work SW1

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

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

Schedule 1 Serial No. 2 – Scope of work SW2

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

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

Schedule 1 Serial No. 3 – Scope of work SW3

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

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

4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. Liaise with steamer agent for vessel arrival, arrange trailers for taking direct delivery from ship hook, arrange crane to load into trailers and intercarting of loaded materials to wharf after obtaining permission from Port Trust, unloading using crane at designated wharf.
6. Liaise with BHEL on obtaining OOC, DO and adjustment of port dues to arrange placement of trailers for despatch to units/sites and reload the cargo using crane into trailers for despatch. Obtain requisite documents from BHEL for road transport.

Schedule 1 Serial No. 4 – Scope of work SW4

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

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

Schedule 1 Serial No.5– Scope of work SW5

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

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

Schedule 1 Serial No. 6 – Scope of work SW6

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

1. Receiving of Import documents from BHEL
2. Filing bond bill of entry, obtaining permission for bonding at bonded warehouse customs assessment and obtaining customs out of charge.

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

Schedule 1 Serial No. 7 – Scope of work SW7

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

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

Schedule 1 Serial No. 8 – Scope of work SW8

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

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

- another wharf after obtaining permission from Port Trust, unloading at BHEL plot/bonded warehouse/ another wharf .
7. Liaise with BHEL to arrange placement of trailers for despatch to units/sites and reload the cargo using crane into trailers for despatch. Obtain requisite documents from BHEL for road transport.

Schedule 1 Serial No. 9 – Scope of work SW9

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

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

Schedule 1 Serial No. 10 – Scope of work SW10

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

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

Schedule 2 Serial No. 1 – Scope of work SW11

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

1. Receiving of Import documents from BHEL
2. Filing bill of entry, customs assessment and obtaining customs out of charge.
3. Liaise with steamer agent for vessel arrival, follow up for movement of containers to CFS. Obtaining DO invoice, arrange for payment from BHEL and arrange to collect delivery order from steamer agent if only one agent is involved or obtaining delivery order from multiple agents, in case more than one agent is involved.

4. Collection of all requisite original documents from BHEL for customs processing, inspection and for obtaining delivery order from steamer agent.
5. Liaise with BHEL on obtaining OOC, DO and adjustment of CFS charges for placement of trailers. Liaise with CFS authorities and arrange to destuff FCL containers and subsequent despatch to units/sites after obtaining requisite documents from BHEL for road transport. Hand over empty containers.

Schedule 2 Serial No. 2 – Scope of work SW12

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

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

Schedule 2 Serial No. 3 – Scope of work SW13

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

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

Schedule 2 Serial No. 4 – Scope of work SW14

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

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

Schedule 2 Serial No. 5 – Scope of work SW15

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

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

Schedule 2 Serial No. 6 – Scope of work SW16

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

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

Schedule 2 Serial No. 7 – Scope of work SW17

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

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

Schedule 2 Serial No. 8 – Scope of work SW18

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

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

Schedule 2 Serial No. 9 – Scope of work SW19

Applicable activities involved in return of empty Container:

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

Schedule 2 Serial No. 10 – Scope of work SW20

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

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

Schedule 3 Serial No. 1 – Scope of work SW21

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

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

Schedule 3 Serial No. 2 – Scope of work SW22

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

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

Schedule 3 Serial No. 3 – Scope of work SW23

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

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

Schedule 3 Serial No. 4 – Scope of work SW24

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

1. On instructions from BHEL , file ex bond bill of entry.

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

Schedule 4 Serial No. 1 – Scope of work SW25

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

For breakbulk :

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

For LCL :

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

Schedule 4 Serial No. 2 – Scope of work SW26

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

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

Schedule 4 Serial No. 3 – Scope of Work SW27:

Applicable activities involved Air export at Chennai

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

Schedule 4 Serial No. 4 – Scope of Work SW28:

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

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

Responsibilities & duties of Bidder:

1. Any claim rejection by Insurance authority due to negligence and reason attributable to Bidder shall be on Bidder's account.
2. The Bidder shall ensure the availability of all documents required for lodgement of customs duty benefits. In case of any failure and rejection of export benefit by any agency due to non-submission of required documents for the reasons attributable to Bidder, shall be on Bidder's account.
3. All other documentations required for smooth custom clearance.

4. Co-ordination with respective transport authority for smooth movement of Vehicle like entry permit, way bill/road permit, etc. including any taxes& duties, levies, charges, etc. to be paid Bidder shall acquaint himself by a visit to BHEL plot inside harbour.

CHECK LIST FOR DOCUMENT TO BE UPLOADED

1. Valid Customs House CHA (CHA) License
2. CA Certificate in the format given along with audited balance sheet
3. Copies of contract/ work order with satisfactory completion certificate from customer
4. Details of work order/ contract in the format given
5. Valid GST registration certificate
6. Self Certification for NOT have been referred to BIFR/NCLT or declared 'SICK' by any statutory Authority.
7. Self Certification of NOT being banned on business dealing by BHEL/ Govtof India/ any undertaking of Govt. of India.
8. Solvency Certificate for Rs 50 Lakhs.
9. Client certification of the number of BE's handled in the format given
10. Self-certification of not being penalized in any earlier contract with BHEL in the last five years. If misdeclaration found at later date, BHEL reserves the Right to Disqualify Vendor.
11. Power of Attorney & copies of the signing authorities with letter of authorization
12. Declaration of having a closed & covered warehouse in Airport/Chennai for storing 100 cbm of cargo at any point of time or support letter from the agency from whom it be hired / rented by the contractor
13. Partnership deed if applicable
14. Certificate of incorporation.
15. PAN Copy and GST Registration
16. Bank Reference details for electronic Fund transfer as mentioned in the tender.
17. MSME EM II Certificate

CHECK LIST FOR DOCUMENT TO BE SUBMITTED IN HARD COPY

1. EMD for Rs **466122/-**
2. Notarized original Customs House CHA(CHA)License 3.Original solvency Certificate for Rs 50 Lakhs from schedule Bank.
3. Power of Attorney & copies of the signing authorities with letter of authorization in original

SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION 6 V.
- (2) Bidders must go through Guidelines for suspension of business dealings. Guidelines for suspension of business dealings with suppliers/contractors are available on website www.bhel.com on "supplier registration page".
- (3) **Security Deposit:**
If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute "No Demand Certificate" in the

prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, the amount of Security Deposit will be released to the contractor after deducting all costs , expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.

- (4) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I incase of 2 part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-Procurement Portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer

SECTION IX

Annexure I

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
 1. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
 2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
 3. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
 4. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
 5. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
 6. In line with the NIT terms, BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
 7. Reverse auction will be conducted on scheduled date & time.
 8. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
 9. The lowest bidder has to e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII which will be provided at the time of Reverse auction) as provided on case-to- Case basis to Service provider within two working days of Auction without fail.

10. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL through E *procurement* Portal shall be opened as per BHEL s standard practice.
11. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
12. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
13. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
14. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

SECTION X

Annexure – II

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Business Rules for Reverse Auction

This has reference to tender no *{tender number....date}* }. BHEL shall finalize the Rates for the supply of *{item name}* through Reverse Auction mode. BHEL has made arrangement with M/s. *{Service provider}*, who shall be BHEL s authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same. The technical & commercial terms are as per (a) BHEL Tender Enq. No. *{í}* dated *{...}*, (b) Bidders technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on *{date}*:

- Online Sealed Bid:-

{Start Time:

Close Time: }

- Online Reverse Auction:-

{Start Time:

Close Time:}

Auction extension time: If a bidder places a bid in the last *{í}* minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction s duration shall get extended automatically for another *{í}* minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last *{í}* minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last *{í}* minutes. In case, there is no bid in the last *{í}* minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till completion of Reverse Auction. Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. *{Service provider}* with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

Bid price: The Bidder has to quote the F.O.R. destination Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of Landed cost.

Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

4. Bidding currency and unit of measurement: Bidding will be conducted in {*INR*} of the material as per the specifications {...} In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees.

5. Validity of bids: Price shall be valid for {*1 days*} from the date of reverse auction. These shall not be subjected to any change whatsoever.

6. Lowest bid of a bidder: In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

7. Post auction procedure: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

8. Procedure of Reverse Auctioning

i. **Online Sealed Bid:** This duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.

ii. **Online Reverse Auction:** The opening price i.e. start price for RA and bid decrement will be decided by BHEL.

If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.

iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.

After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing. If no bid is received in the auction system/ website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).

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In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained. Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.

10. Only those bidders who have submitted the online sealed bid within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

11. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders.

12. Computerized reverse auction shall be conducted by BHEL (through M/s {*Service Provider*}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves. During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained. Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders responsibility/ decision to send fax communication immediately to M/s. {*Service provider*}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be P clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account

of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

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Annexure II

13. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder. Participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process. The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid. Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant. In case of more than one proxy bids the the system shall bid till it crosses threshold value of each lowest proxy bid and thereafter allow the competition to decide the final L1 price. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.

15. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder s nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.

16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in *Annexure – VII* after the completion of auction to M/s. *Service provider* besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.

17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.

18. Bidders bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price.

Annexure 6 II

Page 5 of 5

Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.

19. Bidders shall be assigned a **Unique User Name & Password** by BHEL or M/s. {Service provider}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ M/s. Service provider} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidder's company.

20. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

- a. Leading (Running Lowest) Bid in the Auction (only total price of package).
- b. Bid Placed by the bidder.
- c. Start Price.
- d. Decrement value.

21. After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of contract shall be final and binding on all the Bidders.

22. BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

23. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.

24. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.

25. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per *Annexure-IV*.

26. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.

27. If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. {Service provider} the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

SECTION XI

Annexure – III

Page 1 of 2

Mandate to Service Provider

Ref:

Date:

To,

M/s. {*Service provider*}

Sub: Providing of Services for Reverse Auction.

Ref: No {*í* } date {*í* }

Dear Sirs,

Please conduct Reverse Auction as per the following details:

- **Scope:** Auction event management with training of BHEL and its bidders.- Price: Rs. {*í* *í* }/- . No other duties, Taxes, levies etc. except service tax @ {*í* *í* }% shall be payable for conducting reverse auction. This price is firm.- Payment Terms: 100% payment after successful completion of Auction.- Completion of Auction: The auction shall be deemed to have been successfully completed on receipt and acceptance of final report including hard copy of the final bid with price break up including that of line items, if any, duly signed by the successful bidder who has participated in undersigned.
- The General Terms & Conditions and customized Business Rules of the Reverse Auction are as per *Annexure – I & II*.
- The list of bidders with their contact details is given in *Annexure - V* and the details of the item (s) to be Reverse Auctioned are as per *Annexure - VI*.
- Please acknowledge receipt of this letter order and also confirm that final report (duly signed and stamped by M/s. {*Service provider*}) including hard copy of the final bid with breakup of prices including that of line items duly signed by the successful bidder (duly endorsed by M/s. {*Service provider*}) shall be submitted within **four** working days of conclusion of auction.

Yours sincerely,

(For and on behalf of BHEL)

Note:

- i) The case of rescheduled auction event will be considered separate event for the purpose of payment.
- ii) If the event has been conducted as per mandate, you shall be paid irrespective of RA outcome.

Page 2 of 2

Buyer Name - Name of BHEL Unit

- Full postal address

- Fax:

- Phone:

- Email:

- Contact person name:

- Phone:

-

Auction to be conducted

by

- Name of Service provider

- Full postal address

- Fax:

- Phone:

- Email:

- Contact person name:

- Phone:

-

Date of Auction

- Date of Auction

- Online sealed bid auction time:

- Online reverse auction time:

- Online auction website:

-

Documents Attached:

(To be sent to the

bidders)

1) Terms & Conditions of Reverse Auction(*Annexure-I*)

2) Business rules for Reverse Auction (*Annexure-II*)

3) Process Compliance Form (*Annexure-IV*)

4) Details of item (s) to be Reverse Auctioned(*Annexure-VI*)

5) Post RA Price confirmation by bidder (*Annexure-VII*)

SECTION XII

Annexure – IV

Page 1 of 1

Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)

To

- M/s. {Service provider}

- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. {í í í } dt. {í í .}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
 - 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
 - 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
 - 4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price (including that of line items) as per *Annexure - VII* within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}
- We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name ó

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and Fax it to M/s {Service provider} at {.....} prior to start of the Event.

- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and send to M/s. {Service provider}

Page 1 of 1

List of bidders and their address/ contact person details

Sl.

No.

Address Contact Person

1

- *Name of bidder*

- *Full postal address*

- *Fax:*

- *Phone:*

- *Email:*

-

- *Contact person name:*

- *Phone:*

- *Email:*

-

Details of item (s) to be Reverse Auctioned

1. {Details of items including quantity, specification, Enquiry no. & date

1.

2.

..

..

..

}

The offers of all the bidders are technically & commercially frozen as Submitted by the bidders and clarified in subsequent correspondence, if Any, with the bidders.

SECTION XIII

Annexure – VII

Page 1 of 1

RA price confirmation and breakup

To

- M/s. Service provider

- Postal address

CC: M/s BHEL

{Unit-

Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

INR {_____} for item covered under tender enquiry No. {...} dt.{...}

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, freight and insurance charges upto {.....} District, {.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT} as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {_____} days.

The price break-up including that of line items is as given below.

=====

Total - INR

=====

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

SECTION XIV

ANNEXURE I

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

General Cargo upto Package weight of 20 MT for import cargo arriving at Chennai/ Ennore and Kattupally			
SL.NO.	SW NO	DETAILS OF OPERATION	Rate in Rupees per Metric Tonne
1	SW1	All Custom clearance, Receiving from Hook and directly loading into Trailers at Wharf or BHEL plot for direct dispatch to units/sites for GENERAL cargo at Chennai/Ennore/Kattupally port	156.1
2	SW2	All Custom clearance, Receiving from Hook and directly loading into Trailers at Wharf or BHEL plot for direct dispatch to units/sites for ODC cargo at Chennai/Ennore/Kattupally port	191.1
3	SW3	All Custom clearance, Receiving from Hook, Unloading, Intercarting to wharf and Cranage Charges up to reloading into trailers at Wharf for dispatch to units/sites for General cargo at Chennai/Ennore/Kattupally port,.	206.15
4	SW4	All Custom clearance, Receiving from Hook, Unloading, Intercarting to wharf and Cranage Charges up to reloading into trailers at Wharf for dispatch to units/sites for ODC cargo at Chennai/Ennore/Kattupally port,.	2275
5	SW5	All Custom clearance, Receiving from Hook, Unloading, Intercarting to wharf and Cranage Charges up to loading and lashing into Wagons at Wharf for direct dispatch to units/sites for General cargo at Chennai/Ennore/Kattupally port, . This is including all co ordination activities with customs and railways from placement to removal of wagons.	487.9

6	SW6	All Custom clearance, Receiving from Hook, Intercarting and Cranage Charges, completing custom formalities and bonding at Bonded Warehouse. Exbonding of consignment, completing custom formalities, loading onto trailers for dispatch to units/sites for GENERAL cargo at Chennai/Ennore/Kattupally port	597.1
7	SW7	All Custom clearance, Receiving from Hook, Intercarting and Cranage Charges, completing custom formalities and bonding at Bonded Warehouse. Exbonding of consignment, completing custom formalities, loading onto trailers for dispatch to units/sites for ODC cargo at Chennai/Ennore/Kattupally port	2100
8	SW8	All Custom clearance, Receiving from Hook, Unloading, Intercarting to another wharf, obtaining Customs OOC, INTERCARTING to BHEL plot, unloading at BHEL plot and reloading onto trailers, including cranage charges for dispatch to units/sites for GENERAL cargo at Chennai/Ennore/Kattupally port	431.55
9	SW9	All Custom clearance, Receiving from Hook, Unloading, Intercarting to another wharf, obtaining Customs OOC, INTERCARTING to BHEL plot, unloading at BHEL plot and reloading onto trailers, including cranage charges for dispatch to units/sites for ODC cargo at Chennai/Ennore/Kattupally port	1890
10	SW10	Arranging joint survey in case of cargo damage at wharf, along with steamer agent surveyor	2975
NOTE for Sl. No. 5 : lashings to be done per Wagon so as to meet safety regulations and clearance of Traffic control Railways			
Note: ODC Cargo single package Dimension = Length>12.5m Breath> 2.5 m Height. 2.5 m or weight >20 Mt , any one parameter			

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

FCL/ LCL import cargo arriving at Chennai/ Ennore and Kattupally Port			
SL. NO.	SW No	Details of operation	Rate in Rupees per Metric Tonne
1	SW11	All Custom Clearance, arranging destuffing of FCL Cargo at CFS, Loading of destuffed Cargo from CFS onto Trucks/Trailors/Wagons for direct despatch to Units/sites (DO and revalidated DO collection from freight forwarders and liners included)	111.65
2	SW12	All Custom clearance, obtaining permissions from Customs, obtaining OOC for the cargo, destuffing of FCL cargo and bonding consignment at SAME CFS without movement of containers to other other bonded Warehouse. Exbonding of consignment, completing custom formalities, loading onto trailers/ Wagons for direct dispatch to units/sites for GENERAL CARGO at Chennai/Ennore/Kattupally port	280.7
3	SW13	All Custom clearance, obtaining permissions from Customs, obtaining OOC for the cargo, destuffing of FCL cargo and bonding consignment at SAME CFS without movement of containers to other other bonded Warehouse. Exbonding of consignment, completing custom formalities, loading onto trailers/ Wagons for direct dispatch to units/sites for ODC CARGO at Chennai/Ennore/Kattupally port	354.2
4	SW14	All Custom clearance, obtaining permissions from Customs, obtaining OOC for the cargo, destuffing of FCL cargo and bonding consignment AFTER movement of containers to other other bonded Warehouse. Exbonding of consignment, completing custom formalities, loading onto trailers/ Wagons for direct dispatch to units/sites for GENERAL CARGO at Chennai/Ennore/Kattupally port	584.85

5	SW15	All Custom clearance, obtaining permissions from Customs, obtaining OOC for the cargo, destuffing of FCL cargo and bonding consignment AFTER movement of containers to other other bonded Warehouse. Exbonding of consignment, completing custom formalities, loading onto trailers/ Wagons for direct dispatch to units/sites for ODC CARGO at Chennai/Ennore/Kattupally port	984.2	
6	SW16	Completing all Customs clearance of LCL cargo, loading of consignment onto trailers/ lorry for direct despatch to units/sites inclusive of Cranage charges. Collection of DO from all freight forwarders included	875	
7	SW17	Completing all Customs clearance, arranging for movement of LCL cargo from CFS to BHEL identified godown , unloading at BHEL identified godown and re-loading for despatch to units/sites inclusive of Cranage charges at BHEL identified godown.	1993.6	
8	SW18	Obtaining destuffing permission from Customs for FCL consignments due to unforeseen delay in custom clearance activity	1750	
9	SW19	All Customs clearance, loading of FCLs in to trailers at CCTL/CITPL/CFS for direct despatch to units/Sites for GP/OT/FR/REEFER Containers inclusive of cranage charges as per scope of work –SW1 and in line with Tender conditions at Chennai/Ennore/Kattupally port and CFS	Rate per 40 Ft.	Rate per 20 Ft.
			2303.35	1833.65
10	SW20	Charges for movement of empty containers from CFS to liner nominated empty yard	2275	1680
11		Arranging joint survey in case of cargo damage at wharf, along with steamer agent surveyor	2975	

SCHEDULE OF RATES
Schedule-3 AIR IMPORT CLEARANCE AND HANDLING CHARGES
Cargo arriving by air at Chennai airport

		SCHEDULE OF RATES			
		Schedule-3 AIR IMPORT CLEARANCE AND HANDLING CHARGES			
AGENCY CHARGES FOR AIR IMPORT		(Air import consignments in which a single package weight more than 5 MT or any one dimension of the package exceeds the following :: length 6 mtrs breadth 2.5 mtrs& height 2 mtrs :: is treated as ODC)			
CLEARANCE UP TO LOADING		SW No	Type of B/E	BY AIRWAY BILL weight	
SL NO	PARTICULARS OF OPERATION			Rate/BE upto 5000 kgs/ODC cargo	Above 5000 kgs/ODC cargo
1	Carrying out all all custom clearance activities till obtaining OOC from Customs and collecting delivery order from freight forwarder	SW21	MERIT/DEEC/PI/OTHER C N Reimport (Home consumption/ Exbond)	1369.20	2250.50

		BOND / (including bonding under sec 69 of customs act)	1375.50	1775.20			
TRANSPORT CHARGES FOR Cleared Air Cargo for each consignment			BY AIRWAY BILL weight				
			Rate/BE	upto 100 KGS	101 to 1000 KGS	1001 to 5000 KGS	above 5001 KGS
2	SW22	Loading from AAI/Foreign post office / Courier office and handing over to BHEL nominated place / BHEL identified godown /CWC/Domestic Airport and CFS at Chennai		630	980	1925	3150

3	SW23	Loading from AAI/Foreign post office / Courier office onto vehicle placed by BHEL for direct dispatch to site/ units		248.5	344.05	582.4	799.05
4	SW24	loading from CWC/CFS - after Ex-bonding onto vehicle placed by BHEL for direct dispatch to site/ units		288.05	404.25	665.3 5	933.8
Note : Chargeable weight indicated in AWB will be considered for payment of all activities							

SCHEDULE OF RATES
SCHEDULE 4 EXPORT (Air and Sea)

Cargo exported through Chennai/ kattupally/Ennore Port and Chennai airport

Sl. No.	SW No	Details of operation	RATE in Rupees per FRT	
1	SW25	All customs clearance, receiving Break Bulk Cargo/LCL Cargo , Unloading at BHEL plot / other storage area identified inclusive crantage charges . Reloading on arrival of ship onto trailers , move to under hook of ship and coordinate for loading onto ship (obtaining let export included) at Chennai /Kattupally /Ennore	402.5	
2	SW26	All customs clearance, loading at Wharf, intercarting and unloading of Shut out cargo after completion of all documentation and inclusive Cranage charges at Chennai /Kattupally /Ennore	111.65	
3	SW27	All customs clearance, Collecting Export Air Cargo from BHEL plot/CFS/BHEL identified godownChennai and transport to AAI chennai and export it inclusive Cranage Charges (obtaining let export included) at Chennai /Kattupally /Ennore	1225	
4	SW28	All customs clearance, arranging to receive and unload the cargo at CFS , movement of Empty containers from steamer agents plot to CFS , unloading ,customs supervision,sealing,loading at CFS, transportation and unloading the stuffed container at CCTL/CFS/any other nominated wharf and Customs Clearance Charges (obtaining Let export included) at Chennai /Kattupally /Ennore	20 FT	40 ft
			7530.25	9580.55

SCHEDULE OF RATES Schedule-5 GENERAL ACTIVITIES			
S No	Details of operation	Unit of Measurement	Rate per unit
1	Additional customs clearance charges for processing High seas sales transfer(sea and airImport)/In Bond Transfer	Rate per document in Rs.	595
2	Additional customs clearance charges for Registration of Bonds undertakings under any custom notification including notary charges	Undertaking/Bond	541.8
3	Charges for registration of Bonds undertakings for DEEC/EPCG licenses/any other licences	Per licence	485.1
4	Charges for intial Project Import Registration at Customs under 98/01 heading. (including incorportaing in ICES module)	Per Registration	3586.8
5	Charges foregistration of amendment to DEEC/EPCG including Enhancement of bond value /Extension of Bond validity and any other Licences issued as and when by Govt of India	Per amendment	447.65
6	Charges for registration of additional bond in already registered project(PI)	Per Registration	460.6
7	Charges for registration of MEIS	Rate per licence	1259.65
8	Charges for obtaining CRA/TRA per Licence / PI at Customs/ any other release advice against any customs notification.	Per CRA / TRA	702.1
9	For breakbulk, charges for processing of IA with CHPT including heavy lift endorsement, check weigh endorsement and up to comparing.	Per BL / IA	348.6
10	For breakbulk,charges for further TD (demurrage) adjustment of IA	Per BL / IA / TD adjustment	201.6

11	Charges for lodging of container detention charges refund claim with steamer agent / Liner against excess detention paid up to realization including container deposit along with final bill	Per claim	218.75
12	Lodging of demurrage / harbour dues refund claim with CHPT against excess demurrage / harbour dues paid up to realisation (refund order)	Per IA	249.55
13	Charges for OOC cancellation, Recall and reassessment of BE and obtaining final OOC after BE amendment with required changes.	Rate per BE	2625
14	Charges for cancellation of PI bond	Rate per Project	1137.5
15	Charges for cancellation of DEEC/EPCG at Customs	Rate per License	849.1
16	Charges for regularisation of Expired License-Arranging for payment of duty for excess quantity utilised and obtain endorsement in License	Rate per License	1365
17	Charges for removal of All Alert- Alert given due to non-fulfillment of EODC for DEEC/EPCG/PI bond cancellation. Follow up with customs and obtain removal order from customs	Rate per Alert	1575
18	Charges for obtaining debit sheets for PI & DEEC (Screen Shots)as and when required	Rate per Licence/Project	1120
19	Charges for processing refund Claim at Customs including obtainining refund order and credit to BHEL	Rate/ BE	1120

Total CHA Rates for one year in Rs		
1	BB	
2	CONTAINERS	
3	Air import	
4	Export	
6	miscelaneous	
7	CHA salary (15 * 17600 * 12)**	3168000
	Total(taxes Extra at Actuals)	
**Sl no 7 CHA payment is fixed will not be taken for evaluation.		

LOAD DATA		
SCHEDULE 1 SEA IMPORT RATES - BREAK BULK CARGO - IMPORT CLEARANCE AND HANDLING CHARGES		
General Cargo/ODC import cargo arriving at Chennai/ Ennore and Kattupally Port		
SL.NO.	DETAILS OF OPERATION	Weight in MT
1	All Custom clearance, Receiving from Hook and directly loading into Trailers at Wharf or BHEL plot for direct dispatch to units/sites for GENERAL cargo at Chennai/Ennore/Kattupally port	317.52
2	All Custom clearance, Receiving from Hook and directly loading into Trailers at Wharf or BHEL plot for direct dispatch to units/sites for ODC cargo at Chennai/Ennore/Kattupally port	952.56
3	All Custom clearance, Receiving from Hook, Unloading, Intercarting to wharf and Cranage Charges up to reloading into trailers at Wharf for dispatch to units/sites for General cargo at Chennai/Ennore/Kattupally port,.	28576.8
4	All Custom clearance, Receiving from Hook, Unloading, Intercarting to wharf and Cranage Charges up to reloading into trailers at Wharf for dispatch to units/sites for ODC cargo at Chennai/Ennore/Kattupally port,.	317.52
5	All Custom clearance, Receiving from Hook, Unloading, Intercarting to wharf and Cranage Charges up to loading and lashing into Wagons at Wharf for direct dispatch to units/sites for General cargo at Chennai/Ennore/Kattupally port,. This is including all co ordination activities with customs and railways from placement to removal of wagons.	1270.08
6	All Custom clearance, Receiving from Hook, Intercarting and Cranage Charges, completing custom formalities and bonding at Bonded Warehouse. Exbonding of consignment, completing custom formalities, loading onto trailers for dispatch to units/sites for GENERAL cargo at Chennai/Ennore/Kattupally port	0
7	All Custom clearance, Receiving from Hook, Intercarting and Cranage Charges, completing custom formalities and bonding at Bonded Warehouse. Exbonding of consignment, completing custom formalities, loading onto trailers for dispatch to units/sites for ODC cargo at Chennai/Ennore/Kattupally port	0

8	All Custom clearance, Receiving from Hook, Unloading, Intercarting to another wharf, obtaining Customs OOC, INTERCARTING to BHEL plot, unloading at BHEL plot and reloading onto trailers, including crantage charges for dispatch to units/sites for GENERAL cargo at Chennai/Ennore/Kattupally port	317.52
9	All Custom clearance, Receiving from Hook, Unloading, Intercarting to another wharf, obtaining Customs OOC, INTERCARTING to BHEL plot, unloading at BHEL plot and reloading onto trailers, including crantage charges for dispatch to units/sites for ODC cargo at Chennai/Ennore/Kattupally port	0
10	Arranging joint survey in case of cargo damage at wharf, along with steamer agent surveyor	5
	NOTE for Sl. No. 5 : lashings to be done per Wagon so as to meet safety regulations and clearance of Traffic control Railways	
	Note: ODC Cargo single package Dimension = Length>12.5m Breath> 2.5 m Height. 2.5 m or weight >20 Mt , any one parameter	

LOAD DATA		
SCHEDULE 2 SEA IMPORT RATES - FCL/LCL CARGO IMPORT CLEARANCE AND HANDLING CHARGES		
FCL/ LCL import cargo arriving at Chennai/ Ennore and Kattupally Port		
SL.NO.	DETAILS OF OPERATION	Quantity in MT
1	All Custom Clearance, arranging destuffing of FCL Cargo at CFS, Loading of destuffed Cargo from CFS onto Trucks/Trailors/Wagons for direct despatch to Units/sites (DO and revalidated DO collection from freight forwarders and liners included)	38794.5
2	All Custom clearance, obtaining permissions from Customs, obtaining OOC for the cargo, destuffing of FCL cargo and bonding consignment at SAME CFS without movement of containers to other other bonded Warehouse. Exbonding of consignment, completing custom formalities, loading onto trailers/ Wagons for direct dispatch to units/sites for GENERAL CARGO at Chennai/Ennore/Kattupally port	3448.4
3	All Custom clearance, obtaining permissions from Customs, obtaining OOC for the cargo, destuffing of FCL cargo and bonding consignment at SAME CFS without movement of containers to other other bonded Warehouse. Exbonding of consignment, completing custom formalities, loading onto trailers/ Wagons for direct dispatch to units/sites for ODC CARGO at Chennai/Ennore/Kattupally port	0
4	All Custom clearance, obtaining permissions from Customs, obtaining OOC for the cargo, destuffing of FCL cargo and bonding consignment AFTER movement of containers to other other bonded Warehouse. Exbonding of consignment, completing custom formalities, loading onto trailers/ Wagons for direct dispatch to units/sites for GENERAL CARGO at Chennai/Ennore/Kattupally port	862.1

5	All Custom clearance, obtaining permissions from Customs, obtaining OOC for the cargo, destuffing of FCL cargo and bonding consignment AFTER movement of containers to other bonded Warehouse. Exbonding of consignment, completing custom formalities, loading onto trailers/ Wagons for direct dispatch to units/sites for ODC CARGO at Chennai/Ennore/Kattupally port	0	
6	Completing all Customs clearance of LCL cargo, loading of consignment onto trailers/ lorry for direct despatch to units/sites inclusive of Cranage charges. Collection of DO from all freight forwarders included	431.05	
7	Completing all Customs clearance, arranging for movement of LCL cargo from CFS to BHEL identified godown, unloading at BHEL identified godown and re-loading for despatch to units/sites inclusive of Cranage charges at BHEL identified godown.	70	
8	Obtaining destuffing permission from Customs for FCL consignments due to unforeseen delay in custom clearance activity	Rate per BE	
9	All Customs clearance, loading of FCLs in to trailers at CCTL/CITPL/CFS for direct despatch to units/Sites for GP/OT/FR/REEFER Containers inclusive of cranage charges as per scope of work –SW1 and in line with Tender conditions at Chennai/Ennore/Kattupally port and CFS	Rate per 40 Ft.	Rate per 20 Ft.
		50	
10	Charges for movement of empty containers from CFS to liner nominated empty yard	1900	200
11	Arranging joint survey in case of cargo damage at wharf, along with steamer agent surveyor	5	
Note: ODC Cargo Dimension = Length>12.5m Breath> 2.5 m Height. 2.5 m or weight more than 20 MT, any one parameter			

LOAD DATA						
Schedule-3 AIR IMPORT CLEARANCE AND HANDLING CHARGES						
AGENCY CHARGES FOR AIR IMPORT		(Air import consignments in which a single package weight more than 5 MT or any one dimension of the package exceeds the following :: length 6 mtrs breadth 2.5 mtrs & height 2 mtrs :: is treated as ODC)				
CLEARANCE UP TO LOADING		Type of B/E	BY AIRWAY BILL weight			
SL NO	PARTICULARS OF OPERATION		Rate/BE upto 5000 kgs/ODC cargo	Above 5000 kgs/ODC cargo		
1	Carrying out all all custom clearance activities till obtaining OOC from Customs and collecting delivery order from freight forwarder	MERIT/DEEC/PI/OTHER C N Reimport (Home consumption/ Exbond)	204	204		
		BOND / (including bonding under sec 69 of customs act)	204	0		
TRANSPORT CHARGES FOR Cleared Air Cargo for each consignment			BY AIRWAY BILL weight			
			Rate/BE upto 5000 kgs/ODC cargo	upto 100 KGS	101 to 1000 KGS	1001 to 5000 KGS
2	Loading from AAI/Foreign post office / Courier office and handing over to BHEL nominated place / BHEL identified godown/CWC/Domestic Airport and CFS at Chennai		204	204	204	
3	Loading from AAI/Foreign post office / Courier office onto vehicle placed by BHEL for direct dispatch to site/ units		204	204	204	
4	loading from CWC/CFS - after Ex-bonding onto vehicle placed by BHEL for direct dispatch to site/ units					

Note : Chargeable weight indicated in AWB will be considered for payment of all activities			
LOAD DATA			
SCHEDULE 4 EXPORT (Air and Sea) Export clearance and handling charges			
Cargo exported through Chennai/ kattupally/Ennore Port and Chennai airport			
Sl. No.	Details of operation	Quantity in FRT	
1	All customs clearance, receiving Break Bulk Cargo/LCL Cargo , Unloading at BHEL plot / other storage area identified inclusive crannage charges . Reloading on arrival of ship onto trailers , move to under hook of ship and coordinate for loading onto ship (obtaining let export included) at Chennai /Kattupally /Ennore	100	
2	All customs clearance, loading at Wharf, intercarting and unloading of Shut out cargo after completion of all documentation and inclusive Cranage charges at Chennai /Kattupally /Ennore	0	
3	All customs clearance, Collecting Export Air Cargo from BHEL plot/CFS/BHEL identified godown Chennai and transport to AAI chennai and export it inclusive Cranage Charges (obtaining let export included) at Chennai /Kattupally /Ennore	40	
4	All customs clearance, arranging to receive and unload the cargo at CFS , movement of Empty containers from steamer agents plot to CFS , unloading ,customs supervision,sealing,loading at CFS, transportation and unloading the stuffed container at CCTL/CFS/any other nominated wharf and Customs Clearance Charges (obtaining Let export included) at Chennai /Kattupally /Ennore	20 FT	40 ft
		10	10

LOAD DATA

SCHEDULE-5 GENERAL ACTIVITIES

S No	Details of operation	Unit of Measurement	Quantity
1	Additional customs clearance charges for processing High seas sales transfer(sea and airImport)/In Bond Transfer	Rate per document in Rs.	10
2	Additional customs clearance charges for Registration of Bonds undertakings under any custom notification including notary charges	Undertaking/Bond	200
3	Charges for registration of Bonds undertakings for DEEC/EPCG licenses/any other licences	Per licence	5
4	Charges for intial Project Import Registration at Customs under 98/01 heading. (including incorportaing in ICES module)	Per Registration	10
5	Charges foregisteration of amendment to DEEC/EPCG including Enhancement of bond value /Extension of Bond validity and any other Licences issued as and when by Govt of India	Per amendment	20
6	Charges for registration of additional bond in already registered project(PI)	Per Registration	5
7	Charges for registration of MEIS	Rate per licence	10
8	Charges for obtaining CRA/TRA per Licence / PI at Customs/ any other release advice against any customs notification.	Per CRA / TRA	25
9	For breakbulk, charges for processing of IA with CHPT including heavy lift endorsement, check weigh endorsement and up to comparing.	Per BL / IA	40
10	For breakbulk,charges for further TD (demurrage) adjustment of IA	Per BL / IA / TD adjustment	10

11	Charges for lodging of container detention charges refund claim with steamer agent / Liner against excess detention paid up to realisation including container deposit alongwith final bill	Per claim	10
12	Lodging of demurrage / harbour dues refund claim with CHPT against excess demurrage / harbour dues paid up to realisation (refund order)	Per IA	5
13	Charges for OOC cancellation, Recall and reassessment of BE and obtaining final OOC after BE amendment with required changes.	Rate per BE	20
14	Charges for cancellation of PI bond	Rate per Project	40
15	Charges for cancellation of DEEC/EPCG at Customs	Rate per License	20
16	Charges for regularisation of Expired License- Arranging for payment of duty for excess quantity utilised and obtain endorsement in License	Rate per License	5
17	Charges for removal of All Alert- Alert given due to non fulfillment of EODC for DEEC/ EPCG/PI bond cancellation.Follow up with customs and obtain removal order from customs	Rate per Alert	5
18	Charges for obtaining debit sheets for PI & DEEC (Screen Shots)as and when required	Rate per Licence/Project	5
19	Charges for processing refund Claim at Customs including obtaining refund order and credit to BHEL	Rate/ BE	5

Total Value for one year

1	BB	
2	CONTAINERS	
3	Air import	
4	Export	
5	ODC	
6	miscelaneous	
7	CHA salary (17600 *15*12)	3168000

SECTION VIII				
Format – VIII				
I. AIR IMPORT WAREHOUSE / DEMURRAGE CHARGES REASON				
AC No.:	AWB No.	Dt.	HAWB No.	dt.
Unit:	PO No.:	BE No.	Dt.	
No. of pkgs:	Weight in Kg:	AWH Charges Rs.		Days.
Documents recd from ACA/ Air lines on:		Documents h/o to CHA:		MOA/PO h/o to CHA
Documents h/o to CHA for TRA/CRA		RA recd at ACC on:		
BE assessed on :		Duty paid on		
Examination on:		Examination & physical clearance on:		
Start date/last input to CHA on:		Net working days:		
Reason for warehousing charges:				
Deduction proposed;				
A) Delay due to CHA				
B) Delay due to Air consol				
C) Proposed for regularisation				
SE/AC	SM/MS	MGR/FIN	AGM ROD	SR

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

Format – IV

I. CONTAINER DETENTION CHARGES REASON

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

**SCHEDULE XVI
GLOSSARY**

GLOSSARY OF TERMS USED IN THIS TENDER

1. CHA	: Custom House CHAs
2. DEEC	: Duty Exemption entitlement certificate
3. EPCG	: Export Promotion capital goods
4. PI	: Project Import
5. SFIS	: Served from India Scheme
6. TRA	: Telegraphic Release advice
7. CRA	: Customs Release advice
8. FMS	: Focus market scheme
9. CFS	: Container Freight Station
10. ICD	: Inland container depot
11. JDGFT	: Joint Directorate General foreign Trade
12. DGFT	: Directorate General Foreign Trade
13. CN	: Customs Notification
14. BE	: Bill of Entry
15. OBL	: Original Bill of Lading
16. LFD	: Last free date
17. CDE	: Customs duty exemption
18. ODC	: Over Dimension Cargo
19. EDI	: Electronic data interface
20. EODC	: Export obligation discharge Certificate
21. CWC	: Central warehousing Corporation
22. LCL	: less container load
23. FCL	: Full container load
24. OOC	: Out of Charge
25. CHPT/CPT	: Chennai Port trust
26. IA	: Import application
27. EA	: Export Application
28. CCTL	: Chennai container Terminal
29. CITPL	: Container International Terminal Private Limited
30. TXR	: Train Examiner
31. OT	: Over Time
32. PNR	: Public Notice Registration
33. BL	: Bill of Lading
34. T.NOTE	: Transport Note
35. SB	: Shipping Bill
36. LUT	: Letter of undertaking
37. GP	: General Purposes
38. FLT	: Fork Lift
39. FR	: Flat rack
40. THC	: Terminal handling Charges
41. LoLo	: Lift on lift Off
42. ISI	: Indian Standard Institution
43. ESI	: Employees State Insurance

- 44. PF** : **Provident fund**
- 45. A/c** : **Account**
- 46. PPE** : **Personal Protective equipment**
- 47. EMD** : **Earnest money Deposit**
- 48. CHD** : **Cargo handling Division**