

Tender Document

BHARAT HEAVY ELECTRICALS LIMITED, HPEP, HYDERABAD

TENDER FOR APPOINTMENT OF CUSTOMS HOUSE AGENT (CHA)

- 1.0 BHEL, Government of India Undertaking, a MahaRatna Company is the largest Engineering and Manufacturing Enterprise in India catering to core sectors of the Indian economy, viz., Power Generation and Transmission, Industry, Transportation, Renewable Energy, Defense, etc.
 - a. BHEL, HPEP, HYDERABAD imports large number of materials from different countries across the world and during the last year approximately 275 nos. of AIR shipments were handled by us. It is expected around 200 consignments per annum at Hyderabad from date of awarding the rate contract.
 - b. BHEL-HYD desires to appoint CHA for customs clearance and transport activities for import of materials at RGIA, Shamshabad, HYDERABAD.
- 2.0 Tender Notice: Sealed tenders are invited from registered Customs House Agents for the above activities for **a period of Two Years** with the provision of further extension up to three months on mutual agreement by both the parties.
 - 2.1 BHEL is intending to award rate contract to one CHA only.
 - 2.2 **Value of the Contract:** Approx. 13.79 Lakhs plus Menzies, EDI & DO charges.
 - 2.3 **Tender Issue date from** 25.11.2020 during factory hours.
 - 2.4 **Last Date & time for submission of tender: 15.12.2020 upto 10.30 hours**
 - 2.5 **Tender Opening:** The Technical Bid will be opened on **15.12.2020** at **13.00** hours **at Vendor Complex, BHEL Hyderabad** in the presence of the bidders who wish to be present.
 - 2.6 After evaluation of Techno Commercial bids, Price bids of only those tenderers who are technically accepted will be opened on a subsequent date, which will be intimated to the concerned in advance for witnessing of Price bid opening.
 - 2.7 **Type of tender:** The Tender shall be submitted in two parts viz.
(1) TECHNO- COMMERCIAL BID (Part-A) and **(2) PRICE BID** (Part-B).
- 3.0 Instructions to contractors and conditions of the contract are enumerated in Section-A and Section-B respectively which may be read before filling up the rates in the financial schedule. Clarifications required, if any, may be sought for in writing or over phone from the undersigned or contact mentioned below to avoid any error in filling up the tender.
- 4.0 In case the company appoints you as Customs House Agent, you would be required to perform all duties as enlisted in Section-C.
- 5.0 It is expected that CHA would be able to get the consignment cleared promptly without any demurrage / storage etc. with correct customs duty as applicable to the imported cargo. Any delay in custom clearance from CHA resulting in penalties and demurrage, such amount will be deducted from CHA bills in case of delay from CHA.

- 6.0 Earnest Money Deposit: The tender should be accompanied by a Demand Draft for an amount of Rs. 27,580/- (Rupees Twenty-Seven Thousand Five Hundred and Eighty only) as Earnest Money Deposit being 2% of the estimated contract value, drawn in favor of “Bharat Heavy Electricals Limited”, payable at HYDERABAD (Cheques shall not be accepted). Tenders received without EMD would not be considered and summarily rejected.
Details as indicated at section - D.
- 7.0 All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy are exempt from Paying earnest money deposit. NSIC registered unit bidders shall submit NSIC Certificate along with bid documents. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE Category till the supplier submits these documents. If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
- 8.0 No interest shall be paid on the Earnest Money Deposit [EMD]. The EMD shall be refunded to the unsuccessful bidders after finalization of the tender.
- 9.0 After submission of offer / revised offer or acceptance of Company’s counter offer, if any, at any stage within the validity period of the offer, if any bidder(s) withdraws such offer/ revised offer/acceptance of counter offer, their EMD, will be liable to be forfeited and would invite penal action as deemed fit.
- 10.0 Further, any new/additional conditions put forth by the bidder(s) after submission of offer(s)/ acceptance of offers shall not be considered by the company. It may, however, be reviewed seriously by the Company and may invite penal action as deemed fit by the Company.
- 11.0 Any failure to reply to our query/offer, etc. without any reasons, whatsoever, after submission of offer(s) shall be treated as if the bidder is not interested in the tender and may lead to forfeiture of E.M.D. and other penal action as deemed fit by the company.
- 12.0 Details of vendor as per Annexure – I [MSME CA certificate], Annexure – II [Questionnaire] , check list as per Annexure – III , and unpriced bid format indicating only GST rate applied to be submitted along with Technical Bid duly filled in.
- 13.0 For any clarifications, vendors may please contact the following address:

Shri K Indrasena,
Manager / CMM-FE & Insurance
BHEL HYDERABAD, HPEP
4TH FLOOR, ADMIN BUILDING
BHEL RC PURAM-502032
Ph. 040 2318 2271 , Mob: 9059191954 indra@bhel.in

SECTION – A

INSTRUCTIONS TO TENDERERS

1.0: Composition of Tender Bid:

The tenders have to be submitted under two part-bid system in separate sealed covers as explained below:

1.1 FINANCIAL BIDS:

1.1.1 Financial bid is to be submitted on the format enclosed. **(Price Schedule- B)**

1.1.2 Rates have to be quoted for each and every item of each schedule. Bidders should quote rates against the items in the Tender Schedule for the work as fully described and contained therein. No modifications to the work contained in the items will be allowed.

1.1.3 Quotations other than in the prescribed formats will not be accepted under any circumstances. Hand written offers will not be accepted.

1.1.4 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 (financial bid) will be totally ignored and such bids are liable to be rejected.

1.1.5 Applicable taxes to be indicated separately

1.2 TECHNICAL BID:

Bidder shall sign the Section A to C of Technical Bid documents and affix company seal on all the pages containing sections and formats and submit all these documents in separate sealed cover clearly super-scribed “HYD CHA TENDER FOR 2020 -22 – TECHNICAL BID “.

2.0: SUBMISSION OF BID:

Signed & Sealed offers are invited for the Scope of Supply of goods and Services or both as detailed in the enquiry. Relevant enclosures/supporting documents / catalogue, if any shall be enclosed to the technical offer. Bidder can also submit offer through email at their own risk. The offer is to be submitted in two parts. Technical offer to be submitted to mail ID technicalbid_hyd@bhel.in, and price bid to be submitted to mail ID pricebid_hyd@bhel.in as an attachment only. Interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry No. Due date and Supplier name, Supplier address including contact details shall be mentioned in the content of the mail. Without these details offer is liable for rejection.

2.1 Offers addressed to DGM/CMM, Vendor Complex, BHEL, Hyderabad must be sent in a sealed cover on which tender enquiry number and the due date shall be super subscribed and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time and date of submission of offers, preferably in the bidder's envelope.

2.2 Two part bid consisting of i) Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., EMD (where applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission, duties, taxes and other charges, except
ii) the price, super scribing enquiry No. (Techno-Commercial Bid) and due date
Signed and Stamped ITB and special conditions of contract, if any is required to be attached along with Techno-commercial Bid - (Part-1) AND

iii) Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover super subscribing Enquiry no. (Price bid) & due date. Both these covers shall be kept in a Third cover super subscribing Enquiry no. & due date.

All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.

2.3 Price Schedule part B to be duly filled in with sign and seal with a covering letter.

2.4 The full name and address of the person to whom all the correspondences are to be addressed should be indicated with phone / mobile no (both office & residence), fax number and preferably e mail identification. All the tenderers can witness opening of Techno Commercial bid on the due date.

3.0 CORRECTIONS / MISTAKES:

3.1 All corrections in the bid should be initialed along with company seal.

3.2 Any request from the Tenderer in respect of additions, alterations, modifications, corrections, etc. of either terms or conditions or rates of their offer after opening of the tenders shall not be entertained.

4.0 VALIDITY OF OFFERS:

The offers against this tender shall be valid for a minimum period of **90 days** from the date of opening of the tender (technical bid).

5.0 FINANCIAL BIDS:

The date, time and venue of tender opening will be intimated to the bidders separately.

6.0 Canvassing in any form is strictly prohibited and the bidders, who resort to canvassing, shall be liable to rejection.

7.0 All the entries in the tender document should be written in one ink. All the columns in the tender form (schedule of rates) should be filled without leaving any blank and all the pages of the tender must be duly signed & stamped by the contractor. Corrections if any shall be done legibly and counter signed by the contractor.

8.0 The basis for arriving at L1 Bid is considering the total value inclusive of GST.

9.0 The acceptance of tender and award of the contract shall rest with the Company who does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason thereof.

10.0 The acceptance of tender shall be intimated to the successful contractors through a Letter of Intent. The contractor shall be required to execute an agreement and submit Security Deposit as per para 13.0 below, within 15 (fifteen) days 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 sign the agreement and furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the acceptance of his Letter of Intent may be considered as withdrawn.

11.0 This CHA Contract will be operational for a period of TWO YEARS from the date of awarding the contract and can be extended for three more months on mutual agreement by both the parties. Successful bidder will have to execute a contract agreement on a non-judicial stamp paper of value Rs.100/- with agreed terms and conditions and pay security deposit (refundable) before commencement of the work.

12.0 The essential criteria for selection of CHA are as under:

12.1 CHA must possess a valid License for customs clearance at Hyderabad Airport, issued by the appropriate authority in his / Company's name.

12.2 CHA should have completely covered warehouse having at least 300 sq. ft. of floor area

12.3 Experience: Working experience in executing CHA service in any of preceding 7 years for a single contract value of not less than 80 % of estimated contract value per annum, or Two jobs of value each job not less than 50% of estimated contract value per annum or 3 jobs of each value 40% of estimated contract value per annum. Relevant copies of work order copies to be attached.

12.4 Minimum Annual Average Turnover: Rs. 3 lakhs during the last 3 financial years as supported with audited accounts statements / CA certificate.

13.0 SECURITY DEPOSIT:

Successful bidders shall be required to furnish Security Deposit to the Company for the fulfillment of the Contract as per the details furnished as indicated at Section – D

Amount of SD is 5% of final L1 price bid value.

Security Deposit shall be refunded to the CHA after closure of the contract on full and final settlement with no claim certificate furnished by the CHA.

14.0 Details of the Godowns held by the CHA may be furnished in the following format:

Sl. No.	Details of Godown with address	Area in Sq. Ft.	Open or Closed	Owned or Rented or leased		Security Arrangements

15.0 The bidders should submit ownership / lease / tenancy documents of such godowns.

16.0 The above documents may be submitted along with the techno-commercial part of the tender.

17.0 In case of change of godown address during the contract period, CHA has to intimate to BHEL immediately and suitable documents to be presented to BHEL for the same.

18.0 INSPECTION OF MATERIALS IN THE GODOWN

BHEL reserves the right to inspect their materials stored in the Godown at any point of time during the tenure of the contract.

19.0 Methodology to be followed in finalization of Tender:

- Only the technical Bid of those parties submitting their tenders before due date and time of submission shall be opened on the due date and time of opening.
- The tenders will be rejected if requisite EMD not submitted on or before the due date of submission
- The offers shall be scrutinized and evaluated based on the qualifying parameters mentioned above at clause 12.0
- The price bid of only those parties shall be opened who qualifies as per qualifying parameters as mentioned above. Evaluation will be done on overall value. Prior intimation will be sent to the qualifying parties regarding due date and time of price bid.

20.0 The Tender shall stand summarily rejected on the following grounds:

- Party not meeting tender qualifying norms
- Fabricated / forged documents submitted by tenderer
- Party not worked in their own name for work experience order

SECTION-B

GENERAL CONDITIONS OF THE CHA CONTRACT

1.0: PERIOD OF CONTRACT:

- 1.1: The period of CHA contract will be **for Two years** with the provision of **further extension up to another three months** upon mutual agreement between contractor and BHEL.
- 1.2: The Company reserves the right to terminate the contract at any time, without assigning any reasons thereof, by giving three months' 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.
- 1.4: If at any time during the period of the contract, the CHA fails to render satisfactorily all or any of the services required under the scope of work 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 risks and costs.
- 1.5: 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 partners of the agent become insolvent, the contract shall automatically stand terminated. The 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.
- 1.6: The CHA shall not split or transfer to any other party any part of the contract during the contract.
- 1.7: The CHA shall immediately intimate any change in the address of the Office and Godown during the period of the contract.
- 1.8: Whenever asked by the Company, all BHEL documents including licenses, power certificates, exemption certificates etc. will be returned by the CHA immediately not later than a week, failing which appropriate action as deemed fit by the company will be taken.

2.0: TERMS OF PAYMENT:

- 2.1: 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 serially for each Docket/Bill of Entry after all the packages contained in the Docket / Bill of Entry are dispatched to the destination as per the Company's instructions. All the supporting documents in original are to be enclosed along with the bills for processing.
- 2.2 100% payment along with taxes, freight & insurance will be made within 75 days from the date of receipt of complete documentation. However, payment would be done only after receipt of original documents. For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, this period will be 45 days* as prescribed in the relevant act. Adherence to the above time schedule of payment is contingent upon Vendor complying with GST provisions and availing of Input Tax Credit by BHEL before the date of payment.

*The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase Order delivery date or the amount actually paid whichever is less.

In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL.

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

3.0: **PVC CLAUSE:**

The rates quoted by the bidder shall remain unchanged during the period of contract. Price variation clause (PVC) is not applicable. Hence any statutory increase in the labour wages during the period of execution shall be borne by the contractor.

4.0: **FORCE-MAJEURE:**

The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions. Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service immediately without loss of time. In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL. In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.

5.0: **MISCELLANEOUS:**

5.1: The contract or terms thereof entered into between BHEL and the CHA shall be governed and regulated by the relevant laws for the time being in force in the territory of India, relating to the Contract.

5.2: The CHA shall also carry out and observe the provisions of the Workmen's Compensation Act and Shops and Establishments Act and all other relevant Acts of the center and the State and any rules made thereunder 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.

5.3: The Contractor shall take, at his own cost, the necessary License in respect of his Trade/Business, in respect of this work. The expenses in completing the formalities in executing the agreement including expenses on Stamp Paper, will also be met by the Contractor.

5.4: The Management of BHEL shall have the right to with-hold Payment of, or make recoveries from claims due to them in respect of any loss or damage caused or occasioned in respect of the properties of BHEL under the Terms and Conditions of this arrangement or any payments necessitated due to infringement of any statutory obligations, by the Contractor.

5.5: The Contractor shall apply and obtain License under the Contract Labour (R&A) Act 1970, and comply with the relevant Provisions of this Act, in respect of the Labour employed by him for executing this Contract. The Contractor shall furnish necessary returns to the authority through the principle employer.

5.6: **Compliance with Labor Laws:-** BHEL shall, on any report having been made by an Inspecting Officer as defined in the Contractor's Labour Regulations, have the Power to deduct from the Money

due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the said Contractor's Labour Regulations.

- 5.7: The Contractor shall indemnify BHEL against any payment to be made under and for observance of the Regulations aforesaid.
- 5.8: Tender Committee decision is the final for evaluation and acceptance for techno- commercial Bid, taking into account information furnished by the tenderer, visit to the tenderers works, documents verification etc.
- 5.9: The Tenderer should have enough facility, infrastructure and other required parameters to execute the order for which they have opted for quoting.
- 5.10: Party should give following declarations:
 - a) We, hereby certify that we have not been blacklisted by any Public Sector Undertaking / Public Departments
 - b) We have gone through and understood the entire tender documents along with terms and conditions given in your above tender form and it is accepted and agreed by us.
- 5.11: The Tenderer should have a legal status such as that of a Proprietary concern, Partnership firm, Company etc. The Tenderer should have been registered under relevant Act for carrying out the nature of work for which this Tender is invited.
- 5.12: BHEL reserves the right to Award the Contract to one Party in accordance with the Policy of the Company.
- 5.13: The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com>
- 5.14: For air consignments also the Agent shall make all efforts to trace the packages expeditiously. If the packages are not traceable, the Agent will make log Entry as per the prevailing rules and Procedures
- 5.15: It will be responsibility of CHA to ensure safety of goods during transportation as well as during storage of cargo in warehouse.
- 5.16: Agent should file B/E at Customs immediately, and as soon as checklist is approved by BHEL (same day) and should inform the BE no and date of the subject docket for duty payment. Penalty levied if any due to late checklist preparation or late filing of B/E after checklist approval shall be recovered from CHA.
- 5.17: 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
- 5.18: The bills of the agencies are to be in the name of BHEL Hyderabad and should contain respective GSTIN of BHEL. Any loss of GST input credit due to improper invoice shall be deducted from contractor' s bills.

5.19: **Correct Duty Payment**

The Agent 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 Agent 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.

5.20: **Correct payment to other Agencies**

It will be responsibility of the agent to submit original invoices and receipts in cases where BHEL had made direct payments to concerned agencies. These original invoices and receipts should be either manually signed and stamped or digitally signed. Invoices and receipts having statement like “ This is computer generated document and does not need signature” shall not be entertained without sign and stamp as per new GST regime. Any loss of GST input credit to BHEL due to non-submission/delayed submission of such original invoices and receipts shall be deducted from contractor' s bills.

5.21: **Shifting of consignments immediately to warehouse**

Agent shall arrange to shift normal cargo/consignment to warehouse post clearance. If Agent fail to do so company will recover the extra expenditure incurred on demurrage/ground rent/storage etc from the next date of OOC till the date the same is shifted to the warehouse of CHA. For ODC Cargo, the agent shall arrange to shift the cargo to their warehouse on confirmation from BHEL. It will be responsibility of agent to ensure safety of goods during transportation as well as storage of cargo in warehouse. However, the Agent shall not be held responsible for reasons beyond his control which should be informed to BHEL in writing.

6.0 **ORC:**

ORC (Over Run Compensation) not applicable.

7.0: **TAXES & DUTIES – GST CLAUSES:**

- 7.1: In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- 7.2: In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.
- 7.3: The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.
- 7.4: Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.

- 7.5: Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- 7.6: Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
- 7.7: Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
- 7.8: In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.
- 7.9: Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
- 7.10: Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- 7.11: A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.
- 7.12: GST amount will be released after the same appears in GSTR II A statement after filing of the returns properly by the contractor/vendor.

8.0: **ARBITRATION & CONCILIATION:**

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

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

Conciliation Clause:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.

SECTION – C

SCOPE OF WORK AND OTHER CONDITIONS

1.0 ROLE OF AGENT:

The CHA shall act as Customs House Agent for BHEL. The scope of work shall include Clearing, Forwarding and Transportation of packages of such imported materials to BHEL Hyderabad, HPEP, Ramachandrapuram.

CHA will be required to perform all customs procedures related to import shipments and transportation of import material to BHEL Hyderabad.

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

2.0 FILING OF DOCUMENTS:

Preparation and filing of all necessary documents with the Customs, Insurance Company, Airlines, Post Office, etc. for clearing and forwarding of consignments arriving at HYDERABAD on time shall be the responsibility of the CHA.

CHA should file B/E at Customs immediately after shipment arrival or in advance when instructed by BHEL. CHA would be responsible to collect DO/ DDs/any other document for urgent work on specific requirement.

3.0 TIMELY CLEARANCE:

The CHA will be required to effect clearance and dispatch of all consignments in the shortest possible time after their arrival and in any case before the Last Free Date (LFD) fixed by Customs Authorities.

Clearance of consignments at the earliest is the essence of contract and the CHA shall take all measures in advance for ensuring the same.

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

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, should get it done promptly. All the queries of the Customs, at any stage, are to be attended to and satisfactorily replied without any delay. Any hold-up for want of documents etc. should be promptly brought to the notice of company or its representative in writing.

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

Sl. No.	Activity	No of Days
A	Import clearance of Home Consumption shipments	2

Last input/documents are, such as Invoice / final MOA / Technical write-up / catalogue (if applicable) specification (if applicable) / CEPA COO (if applicable) / explanation to Customs examination order / resolving classification or notification dispute.

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

Major import clearance activities include –

- a) Collection of freight bills, IGM / item from shipping company
- b) Noting of B/E / Advancing of B/E
- c) Processing of B/E for customs formalities assessment, audit, DC clearance, ADF/IDF, TR6 Challan, Challans.
- d) Intimation to BHEL for Customs duty payment
- e) D.O charges Payment to forwarders, obtaining final delivery order, etc.
- f) Completion of customs examination at Airport and obtaining out of charge and final B/E print-outs
- g) Dispatch of cargo to BHEL HYD.
- h) Processing of first checks, wherever called for
- i) Sending Daily status report to BHEL on pending consignments and Godown stock
- j) All other related activities in the process of customs clearance of goods

Time is the essence of the contract and CHA shall make all endeavors to complete the activities in time as given above.

However, certain delays which are beyond the CHA's control, they may arrange the documentary proof in the following cases for demurrage /warehousing charges.

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

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

4.0: **PAYMENT TO BE MADE BY CHA:**

4.1: **All payments per AWB/docket excluding the following shall be made by CHA.**

- (a) All freight charges to console agents
- (b) All customs duty payments

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

- (i) For 'E-payment of customs duty, relevant data (Copy of BE etc.) may please be furnished to BHEL for effecting duty payments.

5.0: **CORRECT DUTY PAYMENT:**

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

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

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

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

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

6.0: CORRECT PAYMENT TO OTHER AGENCIES:

The CHA shall ensure correct and timely payments, such as DO charges, warehouse / storage charges, on behalf of the company including charges paid through BHEL to other agencies. In case any wrong payment or excess payment is made by the CHA to such other agencies, CHA will be fully responsible for the same and will have to make good the losses suffered by the company on this count. The company will recover such amount (including interest, if any) from the outstanding bills of CHA. However, if such fine and/or penalty or excess payment is subsequently waived or reduced or refunded by other agencies, the amount refunded to the company by them would be paid to the CHA.

7.0: SUBMISSION OF ORIGINAL BILLS OF ENTRY & OTHER RELATED DOCUMENTS:

The CHA would send back the original bills of entries, TR6 challan & other related documents (as applicable), immediately under separate covering letters in the formats to be specified by the company but not later than one week from the date of clearance. In the event of failure of CHA to comply with the above, the same will be viewed seriously by the Company and appropriate action as deemed fit will be taken by the Company.

8.0: PHYSICAL CLEARANCE:

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

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

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

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

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

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

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

10.0: **LOADING AND DISPATCH:**

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

Loading and unloading charges other than at BHEL HYD works is to be borne by CHA only.

11.0: The CHA shall store the imported cargo at their godown. The storage conditions including any specific requirements during its storage shall be intimated by the company and CHA shall ensure its compliance. During such storage, the CHA will continue to be responsible for ensuring the safety of the materials.

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

12.0: In case of short-landing, the short landing certificate and customs certificate will have to be obtained immediately, but not later than the specified time limit, by the Agent.

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

14. IMPORT:

- (1) Copy of B/E with examination order and examination report on EDI B/E.
- (2) Customs endorsed copy of packing list or invoice cum packing list, wherever applicable.
- (4) Receipt for all statutory/mandatory payments made to the Government agencies.
- (5) Original vouchers / receipts in support of claims for reimbursement (in case the originals have been submitted earlier, copy of the same should be enclosed).
- (6) Copy of Customs examination order (if applicable)
- (7) Copy of customs out of charge (if applicable)
- (8) Customs notice / circular, if any

No bill will be processed for payment by the Company unless the above requirements are fully complied with DEMURRAGE / STORAGE / TERMINAL SERVICE CHARGES / AIR WAREHOUSING:

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

In cases, where demurrage explanations are not given, it will be assumed that the CHA has no explanation to offer and the Company shall arrange for recovery of demurrage on account of failure on the part of agents in whole from the pending bills as per the merits of the cases. The decision of the company in determining the amount, if any, recoverable from the CHA shall be final and binding on the Agent.

15.0: PHOTOCOPYING:

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

The CHA would hand over a photocopy of the relevant B/Es to each truck/trailer carrying company/s imported goods and send a copy of the same to BHEL through mail

16.0: TAXES AND DUTIES:

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

17.0: MAINTENANCE OF RECORDS:

The CHA shall maintain the following records:

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

18.0 REPORTS:

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

Sl. No.	REPORT	FREQUENCY
01	Daily status report of pending consignments	Daily by 12.00 PM
02	Daily report of customs duty paid	Daily by 12.00 PM
03	Daily report of consignments cleared and sent from Airport	Daily by 12.00 PM

04	Daily report of demurrage / air warehouse charges incurred on consignments cleared	Daily by 12.00 PM
05	Monthly report on consignments cleared during the previous month with complete particulars against each docket	Before 2nd of every month

19.0 Performance of successful CHAs during the course of contract will constantly be monitored and CHAs who are not upto the mark will not be eligible for future contract.

20.0 **TRANSPORTATION**

CHA should have transportation facilities for transportation from Airport to BHEL HYD and ensure that the materials reach BHEL HYD before 12.00 PM on weekdays (Sunday is Holiday). If the vehicle reaches BHEL after 12.00 PM, it will be unloaded on next working day only without payment of any vehicle halting charges. Transporter shall carry all valid documents (Like vehicle registration, driver's license, insurance, LR with details of consignment No of packages, weights and marks of packages and e-way bill details).

21.0 **Volumetric Weight:**

Contractor can claim bill for any docket on volumetric weight or actual weight whichever is higher, provided the dimensions of packages are mentioned in the airway bill / delivery challan / invoice / packing list. Volumetric weight shall be calculated at the rate of 8 Kg per CFT. It can cover single or multiple packages as per dockets / relevant documents.

22.0 **Jurisdiction:**

This agreement shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana, India.

Section – D

Details of EMD and Security Deposit

1.0 EARNEST MONEY DEPOSIT & SECURITY DEPOSIT

Earnest Money Deposit and Security Deposit will be as per the tender documents.

1.01 Rates of EMD shall be for works / services: 2% of the estimate value of contract

1.02 Modes of deposit

The EMD will be accepted only in the following forms:

- (i) Demand Draft, in favor of “Bharat Heavy Electrical Limited” (along with offer)

1.03 Forfeiture of EMD

EMD by the Tenderer will be forfeited in cases of:

- 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.

1.04 EMD shall not carry any interest.

1.05 EMD of successful tenderer will be retained as part of Security Deposit.

2.0 Security Deposit

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

2.01 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

2.03 Modes of deposit:

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

- i) Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL – NEFT/RTGS details attached.
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

(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)

2.04 Collection of Security:

100% of the required Security Deposit, including the EMD, should be collected before start of the work. The Security Deposit shall not carry any interest.

ANNEXURE – I

Certificate by Chartered Accountant on Letter Head

This is to certify that M/s
(Hereinafter referred to as 'Company') having its registered office at is
registered under MSMED Act 2006, (Entrepreneur Memorandum No ((Part-II) dtd
..... Category: (Micro/Small). (Copy enclosed).

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

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e., original cost excluding
land and building and the items specified by the Ministry of Small Industries vide its notification
No.S.O.1722 (E) dated October 5, 2006: Rs.Lacs.

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and
furniture, fittings and other items not directly related to the service rendered or as may be notified
under the MSMED Act, 2006:

Rs. Lacs.

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

Date:
(Signature)

Name -

Membership Number -

Seal of Chartered Accountant

QUESTIONNAIRE

A. DATA TO BE FILLED BY THE TENDERER

Note: The question with mark ‘M’ is Mandatory

1. Name in Full under which:
the Tenderer is trading [M]
2. Addresses of the Officials:
Premises [M] with Telephone (Both Land * Mobile) & email ids
 - a) Office
 - b) Works
 - c) Godown
4. Registered as: Public Limited Company/Private Limited
Company / Proprietary Company [M]
(Strike which ever is not applicable)
5. Names & Address of :
 - i) Partners/Directors
 - if any ii)
 - iii)
 - iv)
6. Number of Employees working:
8. Godown details:
 - i. Area in Sq. Ft
 - ii. Open or closed
 - iii. Owned or rented
 - iv. Security arrangement
9. Please furnish the following registration Nos. (Copies of certificates to be necessarily enclosed)

- a) Shops & Establishment Act
Registration No.
- b) GST No:
- c) CHA license Ref: [M]
10. a) Has your Firm been assessed:
from Income Tax Authorities?
(Please enclose latest Income Tax
Assessment Certificate) for a
period of last 3 years.
11. Banker's Name & Address:
12. a) Your Annual :
Financial " Turn Over" 2017- 18
during the last 3 years 2018- 19
in the similar lines of 2019- 20
Works [M]
13. a) Experience of having :
successfully completed /
undertaken similar works
during previous 3 Years [M]
- b) Names of Clients to whom
CHA services rendered [M] :
14. Earnest Money Deposit DD details: [M]
- a) Bank Draft No. and date :
- b) Banker Name :
- c) Amount taken : []
15. [M] We give our acceptance to render service as per
tender specifications. : Yes / No
16. [M] We hereby give our declaration that we have read the
Tender completely and understood the same. : Yes / No

17. Please give the details of documents enclosed to your offer which include applicable Registration certificates and other necessary documents to support your techno commercial bid.

i]

ii]

iii]

iv]

v]

vi]

vii]

I / We hereby Certify that to the best of my/our knowledge, the particulars furnished above are true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

I / We also agree to keep the validity of our Quotation for acceptance for a period of 2 months from the date of opening of the price bids.

Date :

Place:

Signature of the Tenderer

NAME

DESIGNATION:

CHECK LIST TO BE SUBMITTED ALONG WITH OFFER

SL. NO.	DETAILS	ACCEPTABILITY
1	OFFER VALIDITY 90 days (To indicate the period of validity)	
2	EMD DETAILS [DD attached]	Yes / No
3	CHA LICENCE CERTIFICATE	ENCLOSED / NOT ENCLOSED
4	TERMS OF PAYMENT (BHEL standard payment terms : Cl 2.0 of Section B)	ACCEPTABLE / NOT ACCEPTABLE
5	TAXES APPLICABLE (Whether indicated in the offer) indicated value	YES / NO
6	GODOWN FACILITY	AVAILABLE / NOT AVAILABLE
7	TRANSPORT	OWN / HIRED
8	GODOWN	OWN / HIRED
9	PRICE SHEDULE	COMPLETED / PARTIALLY COMPLETED
10	NUMBER OF EMPLOYEES/PERSONS IN THE ORGANISATION	
11	CUSTOMER REFERENCE LIST	ENCLOSED / NOT ENCLOSED
12	MATERIAL HANDLING FACILITY (Attach details)	AVAILABLE / NOT AVAILABLE
13	OFFICE PREMISES	OWN / HIRED
14	AGREEMENT TO ALL TERMS AND CONDITIONS OF THE TENDER	YES / NO

SIGNATURE WITH SEAL

UN-PRICE BID FORMAT FOR CHA CONTRACT 2020-22 [for 2 Years]				Date:	
1.0: TARIFF:		Per Shipment / Cases	Qty.	Unit Rate [Rs.]	Total charges [Rs.]
1.0	Custom Clearance at Hyderabad Airport			(INR)	(INR)
1.01	Normal Clearance*	Per Bill of Entry*	400		
1.02	Examination Charges	Per Bill of Entry	400		
		Total Rs.			
	Date:				
	Place:			Signature of Vendor with seal	

PRICE BID FORMAT FOR CHA CONTRACT 2020-22 [for 2 Years]				Date:	
1.0: TARIFF:		Per Shipment / Cases	Qty.	Unit Rate [Rs.]	Total charges [Rs.]
3.0	Transportation Charges from to BHEL-HYD				
3.01	Single Trip up to 500 Kgs	Shipments	200		
3.02	Single Trip for 501 Kgs to 1000 Kgs	Shipments	100		
3.03	Single Trip for 1001 Kgs to 2000 Kgs	Shipments	80		
3.04	Single Trip for 2000 Kgs to 3000 Kgs	Shipments	20		
		Total	400		
4.0	Storage Charges at CHA warehouse	Per sq.m/ Week	1000 Sq.m		
	Date:				
	Place:			Signature of Vendor with seal	