

BHARAT HEAVY ELECTRICALS LIMITED, ELECTRONICS DIVISION, BANGALORE**TENDER FOR APPOINTMENT OF CUSTOMS HOUSE AGENT (CHA)**

- 1.0** BHEL, Government of India Undertaking, a Nav Ratna 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, Defence, etc.

BHEL-EDN, Bangalore are importing large number of materials from different countries across the world and during the last year approximately 1200 nos. of AIR shipments and 20 nos of SEA consignments have been handled by us. It is expected around 1400 – 1500 consignments per annum, totaling to 2800 -3000 consignments for a period of TWO years (June 2012 to May 2014)

BHEL-EDN desires to appoint CHA for customs clearance and related activities for import of materials at BIAL / ICD, Bangalore.

- 2.0 To achieve the same, 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 one year at the sole discretion of BHEL.
- 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 Sr. DGM [CE-MM/Imports] (Phone No.; 080-26998449) by 06.06.2012 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.
- 6.0 **The tender should be accompanied by a Demand Draft / Pay Order for an amount of Rs. 1,50,000/- (Rupees One Lakh and Fifty Thousand only) as Earnest Money Deposit drawn in favour of “ Bharat Heavy Electricals Limited, Bangalore” (Cheques shall not be accepted). Tenders received without EMD of Rs.1,50,000/- (DD/Pay Order) would not be considered and summarily rejected.**

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.

- 6.0(a) 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.
- 6.0(b) 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.
- 6.0(c) 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.

[N CHANDRASHEKAR]
Manager / CE-MM[Imports]

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-I)

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.

1.2 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 “CHA TENDER FOR 2012-14”. – TECHNICAL BID “.

2.0 : SUBMISSION OF BID :

The sealed tender, is to be addressed to SDGM/CE-MM/Imports submitted in the tender box kept in BHEL office at Electronics Division, Mysore Road, PB No.:2606, Bangalore-560026 on or before **13.06.2012 at 1300** hours **The techno-commercial bids shall be opened on the same day at 1330 hours.**

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 60 days from the date of opening of the tender (technical bid).

5.0 FINANCIAL BIDS :

The financial bids will be opened in the presence of the bidders. 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 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.

- 8.0 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 10.0 below, within 15 (fifteen) days from LOI which should be valid upto 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.
- 9.0 The essential criteria for selection of CHA are as under :
- 9.1 CHA must possess a valid Licence for customs clearance at Bangalore, issued by the appropriate authority, In his / Company's name.
 - 9.2 EMD for Rs. 1,50,000/- must accompany the offer.
 - 9.3 CHA should have completely covered warehouse/godown(owned/hired) with a minimum floor area of 1500 sq. ft.
 - 9.4 CHA shall indicate particulars of PAN / TAN / Sales Tax / EFT details in their offers..

10.0 **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 below.

(A) Upto Rs,. 10 Lakhs	: 10%
(B) Above Rs. 10 lakhs upto Rs. 50 lakhs	: Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs
(C) Above Rs. 50 lakhs	: Rs. 4 lakhs + 5% of amount exceeding Rs. 50 lakhs

Security Deposit may be furnished in any one of the following form:

- 10.1 Cash (as permissible under IT Act)
- 10.2 Pay Order, Demand Draft in favour of BHEL
- 10.3 Local cheques of Scheduled banks, subject to realization
- 10.4 Securities available from Post Office such as National Savings Certificate, Kisan Vikas Patras, etc. (certificate should be held in the name of CHA furnishing the security and duly pledged in favour of BHEL & discharged on the back).
- 10.5 Bank Guarantee from Scheduled Bank / Public Financial institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 10.6 Fixed Deposit Receipts issued by Scheduled Banks / Public Financial institutions as defined in the Companies Act. The FDR should be in the name of the contractor –A/c. Bharat Heavy Electricals Limited, duly discharged in the back.
- 10.7 Security Deposit can be recovered at the rate of 10% from the running bills. However, in such cases atleast 50% of Security Deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills.
- 10.8 EMD of the successful tenderer/s shall be converted and adjusted against the due Security Deposit calculated as per the formula given at clause 10.0(A) to 10.0(C) as above.
- 10.9 EMD & Security Deposit shall not carry any interest.

NOTE: Acceptance of security deposit against 10.4 & 10.6 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.

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.

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

S.No.	Details of Godown with address	Area in Sq. Ft.	Open or Closed	Owned or Rented	Security arrangements

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

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

14.0 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.

15.0 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. If during inspection or at any other time, it is observed that the materials were not stored properly and there is a risk of damage / pilferage to the materials or safety of the materials are not adequately taken care of, action as deemed fit will be taken by the Company against the CHA.

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 one year** at the sole discretion of BHEL. **Only CHA's having valid CHA Licence in their own name, will be considered for the tender.**
- 1.2 : The company reserves the right to interchange / change the work allotted initially during the currency of contract without assigning any reasons whatsoever on the same rates and conditions of the contract.
- 1.3 : 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 currency 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 currency of 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 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 despatched to the destination as per the Company's instructions.
- 2.2 : The CHA will not be entitled to claim any interest or any other charges on delayed payments.

3.0 : ARBITRATION :

- 3.1 : In case of any or all disputes arising out of or any way concerning the contract between BHEL and the CHA, the same shall be referred to sole Arbitrator, Executive Director[EDN]-Bangalore or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions of Arbitration and Conciliation Act 1996. The award of the Arbitrator will be final and binding on both the parties. The venue of the arbitration will be BHEL-EDN, Bangalore.
- 3.2 : During the currency of the arbitration proceedings, the contractor will have to continue to perform in line with the contract and will not abandon the work in any way.

4.0 PENALTIES :

The company may at its discretion levy penalty, upto a maximum of 10% of the value of the contract in case the CHA fails to perform any or part of scope of work as defined and which in the opinion of the Company, has led to a loss. This penalty is in addition to the Risk and Cost element under clause 1.4 of General conditions of the Contract.

5.0 : FORCE-MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, blockades, insurrections, riots, terrorist acts, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, landslides, lightning, earthquakes, epidemics, quarantine restrictions, strikes or other industrial disturbances, lockouts, act of God, storms floods, washouts, arrest and restraints of the Government, necessity for compliance with any court order, law or ordinance or regulations promulgated by any governmental authority having jurisdiction , either federal or state, civil or military, civil disturbances and any other events (hereinafter referred to as "events") provided, notice of the happening of any such event is given by either party to the other within 14 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other 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.

6.0 MISCELLANEOUS

- 6.1 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.
- 6.2 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 centre 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.
- 6.3 The CHA shall provide particulars like PAN Number, Sales Tax No, and EFT details at the time of submitting offer.

SECTION – C

SCOPE OF WORK AND OTHER CONDITIONS

1.0 ROLE OF AGENT

The CHA shall act as Customs House Agent for BHEL in BIAL / ICD. The scope of work shall include Clearing, Forwarding and Transportation of packages of such imported materials to EDN/ESD Stores, unloading them (wherever required).

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

2.0 FILING OF DOCUMENTS :

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

CHA should file B/E at Customs immediately. CHA would be responsible to collect Dak / DDs/any other document for urgent work on specific requirement.

3.0 TIMELY CLEARANCE

The CHA will be required to effect clearance and despatch of all consignments in the shortest possible time after their arrival and in any case before the Last Free Date (LFD) fixed by Customs Authorities. In case any CFS does not give any free day/days AND agent has cleared the Cargo within the specified time schedule (as per page 8 of tender documents), ground rent/demurrage will be borne by the Company subject to furnishing the documentary evidence.

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

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

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

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

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

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

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

Major import clearance activities includes –

- (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 challans, etc.
- (d) Preparation and notarising of all types of bonds required for clearance
- (e) Customs duty payment
- (f) Payment to forwarders, obtaining final delivery order, etc.
- (g) payment to CFS / ICDs, "S" form formalities
- (h) Completion of customs examination at BIAL / ICDs and obtaining out of charge and final B/E print-outs
- (i) Despatch of cargo to godown / EDN / ESD
- (j) Processing of first check, wherever called for
- (k) Chemical composition checks, if required
- (l) Activities related to bonding of consignments
- (m) All other related activities in the process of customs clearance of goods.

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

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

- 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/Bill of Lading/docket **excluding** the following shall be made by CHA.

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

- To enable the company to make immediate payment against (a) & (c), CHA is required to furnish the following :
- (I) The Freight bills are to be collected well in advance of the landing of consignment and submit the same to BHEL in time to avoid any delay in clearance proceedings for want of timely payment.
 - (ii) In respect of customs duty payment for SEA shipments, the CHA has to inform the duty in advance to the company for preparing pay order and making it available to the CHA in time to avoid any delay in customs duty payment and clearance.
 - (III) In respect of customs duty payment for air imports, the company is maintaining an account with SBI/BIAL branch, from which such payment can be directly made without waiting for Pay Order/DD. In case of 'E'-payment of customs duty, relevant data may please be furnished to BHEL for effecting duty payments.
 - (IV) In addition to Customs Duty, handling/Warehousing charges, etc. can also be directly debited to the above SBI/BIAL account.
 - (v) Company is also maintaining PD Account with MENZIES BOBBA AVIATION & AIR INDIA SATS, from where expenditure like demurrage, wharfage, etc. can be directly debited.

5.0 : CORRECT DUTY PAYMENT:

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

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

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

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

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

6.0 : CORRECT PAYMENT TO OTHER AGENCIES :

The CHA shall ensure correct and timely payments, such as, customs duty payment, DO charges, warehouse / storage charges, on behalf of the company including charges paid through BHEL to other agencies. In case any wrong payment or excess payment is made by the CHA to such other agencies, CHA will be fully responsible for the same and will have 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 (Duplicate & Triplicate), 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 Bangalore Airport/ICD including payment of all statutory and mandatory dues to these authorities and completion of customs examination, upto their loading in vehicles to CHAs godown / EDN / ESD. CHA to handover B/E copy to Transporters' representative / driver at the time of despatch. If need arises, CHA will arrange for partial shifting of cargo / consignment to their godown/ partial despatches 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 BIAL the storage of such packages immediately on discharge in cages provided by the sheds.

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

9.0 : SHORT-LANDED OR DAMAGED GOODS :

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

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

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

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

If any loss or damage is apparent, the CHA shall lodge claim on the Carriers, Customs, etc. respectively for any theft, breakage, loss, damage or deterioration of material found during such survey within the time limit prescribed as per the Carriers Act. Under no circumstances, the goods will be cleared without survey, if they are in doubtful condition or have been specified by the Company. If the Goods/Consignments are cleared without survey to CHA's godown and at that time, if loss/damage to Goods/Consignments is noticed, the agent shall be held responsible for the same. The surveyor's fees of Company's appointed insurance surveyor shall be borne by the company.

10.0 : LOADING AND DESPATCH

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

- 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 for which no extra charges shall be payable as per rates agreed and indicated in the annexure.

12.0 : CLAIMS :

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

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

13.0 : CUSTOMS DUTY / PD ACCOUNT :

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

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

IMPORT :

- (1) Copy of B/E with examination order on the reverse side of Bill of Entry (manual B/E) and examination report on EDI B/E.
- (2) Customs endorsed copy of B/L or AWB
- (3) 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 / GROUND RENT / AIR WAREHOUSING / CONTAINER DETENTION CHARGES :

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

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

15.0 : PHOTOCOPYING :

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

The CHA would send one full size photocopy of the B/E to the Company on the next working day of the payment of duty/ADF.

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

16.0 : TAXES AN DUTIES :

Taxes / Duties as applicable on CHA services will be paid extra subject to furnishing of documentary proof / evidence.

17.0 : MAINTENACE 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 / Computerised record of bills of entry filed by them.

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

17.4 A bill of import documents i.e. bill of entry, S form, invoice and bill of lading.

17.5 A copy and register of other documents like drawback claims, etc.

17.6 Records of PD account in respect of customs and BIAL / ICD.

18.0 REPORTS :

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

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

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

LIST OF FACILITIES :**(A) MATERIAL HANDLING FACILITY**

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

TRANSPORTATION

CHA should have transportation facilities for transportation from BIAL to EDN/ESD and ensure that the materials reach EDN/ESD before 3.00 PM on week days and before 11AM on Saturdays.

PRICE SCHEDULE - I

PRICE SCHEDULE FOR CHA CONTRACT [FOR ONE YEAR)

1.0 : TARIFF :

Clearance at BIAL

1.a)	Normal Clearance	Rs_____ per bill of entry
1.b)	Examination charges, if customs insist	Rs_____ per bill of entry
2.0 :	Clearance at ICD Whitefield	Rs_____ per bill of entry
2.1	LCL clearance charges + examination charges	Rs_____ per bill of entry
2.2	20' ft container clearance charges + examination charges	Rs_____ per bill of entry
2.3	40' ft container clearance charges + examination charges	Rs_____ per bill of entry

3.00 TRANSPORT CHARGES

3.1)	Transportation Charges from BIAL to BHEL-EDN works at Mysore Road, B'lore	
3.1.1)	Single Trip upto 100 kgs	Rs._____
3.1.2)	Single Trip by light vehicle for 101 kgs. to 1500 kgs	Rs._____
3.1.3)	Single Trip by heavy vehicles for 1501 kgs to 9000 kgs.	Rs._____
3.1.4)	Single Trip by heavy vehicles for above 9000 kgs	Rs._____
3.2)	Transportation Charges from BIAL to BHEL-ESD Electronic City, Hosur Road, Bangalore	
3.2.1)	Single Trip upto 100 kgs	Rs._____
3.2.2)	Single trip by light vehicle for 101 kgs to 1500 kgs	Rs._____
3.2.3)	Single Trip by heavy vehicles for 1501 kgs to 9000 kgs.	Rs._____
3.2.4)	Single Trip by heavy vehicles for above 9000 kgs	Rs._____
3.3)	<u>Transportation Charges from ICD to BHEL-EDN works at Mysore Road / ESD Electronic City, Hosur Road, Bangalore</u>	
3.3.1)	Single Trip upto 100 kgs	Rs._____
3.3.2)	Single Trip by light vehicle for 101 kgs. to 1500 kgs	Rs._____
3.3.3)	Single Trip by heavy vehicles for 1501 kgs to 9000 kgs.	Rs._____
3.3.4)	Single Trip by heavy vehicles for above 9000 kgs	Rs._____
3.3.5)	Loading & Unloading charges - 20 FT Container	Rs._____
3.3.6)	Loading & Unloading charges - 40 FT Container	Rs._____
3.3.7)	Loading & Unloading charges - LCL Cargos	Rs._____
4.0)	Courier Charges per month towards Receipt and Collection of documents on daily basis from EDN/ESD to BIAL / ICD	Rs._____ per annum
5.0)	Night halt charges, if any, is to be indicated	Rs_____

CHECK LIST TO BE SUBMITTED ALONG WITH OFFER

S.No.	DETAILS	ACCEPTABILITY
1	OFFER VALIDITY (To indicate the period of validity)	
2	EMD DETAILS (Pl. indicate DD No. / date / Amount)	
3	CHA LICENCE CERTIFICATE	ENCLOSED / NOT ENCLOSED
4	TERMS OF PAYMENT (BHEL's standard payment terms = 30 days' credit)	ACCEPTABLE / NOT ACCEPTABLE
5	TAXES APPLICABLE (Whether indicated in the offer)	YES / NO
6	GODOWN FACILITY	AVAILABLE / NOT AVAILABLE
7	TRANSPORT	OWN / HIRED
8	GODOWN	OWN / HIRED
9	PRICE SCHEDULE	COMPLETED / NOT COMPLETED
10	NUMBER OF EMPLOYEES / PERSONS IN THE ORGANISATION	
11	CUSTOMERS REFERENCE LIST	ENCLOSED / NOT ENCLOSED
12	MATERIAL HANDLING FACILITY (Attach Details)	AVAILABLE / NOT AVAILABLE
13	OFFICE PREMISES	OWNED / HIRED
14	AGREEMENT TO ALL TERMS & CONDITIONS OF THE TENDER	YES / NO

SIGNATURE WITH SEAL