



भारत हेवी इलेक्ट्रिकल लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

14th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai -400005.

Phone: 022-22171342,305,333,303

No.RE/MUM/EXP/ER-1904

Date: 04/05/2019

To,
M/S. _____

Dear Sirs,

Sub: Appointment of Customs house agent for export activities in and around Mumbai.

BHEL, Govt. of India Undertaking, is one of the largest Engineering and Manufacturing Enterprise in India catering to core sectors of the Indian economy viz Power Generation & transmission, Industry, Transportation, Renewable Energy, Defence etc.

BHEL intend to appoint CHAs, for custom clearance, handling, transportation and related activities for Export of consignments at Mumbai port, Nhava Sheva Ports, Air Cargo Complex, FTWZ and CFS. To achieve the same, online E-tenders are invited from Customs registered Customs House agents (CHAs) for the above activities for a period of **one year** with the provision of further extension up to one year with mutual consent. Tender comprises of the following.

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| (1) General Information& Scope of Work | - SECTION –I |
| (2) Instruction to bidders | - SECTION – II |
| (3) Special Conditions | - SECTION –III |
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| (9) Formats | - Annexure Ia to If |

The offers shall remain valid for 60 days for acceptance from the due date of tender. The bidders are required to submit their most competitive offers complete in all respect and as per instruction in section II in two parts i.e Technical Bid (Part 1) & Price Bid (Part 2) through online E-procurement portal only. The offer should comply with the all tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened. No other forms of offer like Hard copy; emails etc will be accepted.

Bidders must submit their E-offer for the above on or before due date of tender ie **15:30 Hrs , 14/05/2019** through online E-procurement portal. Technical offers (Part-1) shall be opened online on **14/05/2019 16:00 Hrs**. Price Bids (Part –II) of the bidders who meet the technical qualification will be opened on online e-procurement only after due intimations to the qualified bidders.

BHEL reserves the right to go for Reverse Auction (RA) for finalization of this tender instead of price bids opening i.e (Part II) opening for the technically qualified bidders however the bidders are advised to quote their most competitive rates in the price bid. The Reverse Auction of technically qualified bidders shall be held through a separate service provider. Successful bidder shall be responsible for completion of the contract in all respects.

Thanking you,

-Sd/-

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

Dy Manager(MS-Export)

Enc: Sections I to VIII & Annexure Ia to If

Section I

General Information

1	Name and Address of concerned persons for Tender BHEL ROD Mumbai Mr. Sanjeev Shikhare, Sr Dy. General Manager (Export) Mr. Vishwa Chandan Dy Manager (Exports) Mr. Prakash Salvi Sr. Executive (Export) Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra India	Phone Nos. & Email Ph No. 022- 22171301 Email : rodsds@bhel.in; Ph No. 022- 22171342/9819979380 Email : vishwa.chandan@bhel.co.in Ph No. 022 i 22171371 Email : salvi@bhel.in
2	Period Of contract	1 Year from date of LOA and extendable upto 1 year on Mutual consent.
3	Quantum of cargo	5200 CBM from Mumbai, JNPT , Mumbai Airport (303 Shipping Bills) for 1 Year
4	Due date & Time of submission of EMD	14th May 2019 by 15:30 Hrs
5	Due date & Time of submission of bids in all respect on online portal https://bhel.abcprocure.com	14th May 2019 by 15:30 Hrs
6	Date and time of opening of Technical Bid(Part I) of tender	14th May 2019 on 16:00 Hrs
7	Date and time of opening of (Price) Part II/ Reverse auction.	Information will be furnished vide email separately.
8	Name and Address of concerned persons of E-procurement agency	BHEL e-Procurement Helpdesk e-Procurement Technologies Limited B- 704/705, Wall Street – II, Opp. Orient Club, Ellisbridge, Ahmedabad – 380006, India. Phone: +91-79-68136809 68191 6867 6823 (Monday to Friday between 10:00 AM to 07:00 PM (IST) & Saturday between 10:00 AM to 4:00PM (IST)) Email: Bhel.Support@abcprocure.com https://bhel.abcprocure.com
9	Name and Address of concerned persons for technical help, if any with regard to E-Procurement portal	Mrs Pallavi Gupta (Senior Engineer-Imports) BHEL-ROD Mumbai 14/15th Floor WTC 1, Cuffe parade Mumbai -05 Phn : 022-22171355 Email: pallavi.gupta@bhel.in;
10	Pre Bid Clarifications	May be obtained vide email/telephone/visit to our office before 10.05.2019

SECTION – II

SCOPE OF WORK

The scope of work:

BHEL exports to various countries can be categorise in following: a) Export of multi modal project shipment, b) Export of defective/damaged items to the countries of import, c) Export of items for repair, calibrations, testing etc. d) Export of Containerised / Break bulk Cargo by Sea, Air or Road to various projects.

The brief scope of work covers the following:

- 1.1. Arrangement for suitable warehouse both open and covered in and around Mumbai to receive and consolidate cargo from BHEL MUs or BHEL's vendors. The successful Bidder will intimate the address / location of warehouse to enable BHEL MUs/ BHEL's vendors to deliver the project cargo to the said warehouse.
- 1.2. The closed warehouse should have space for storing approx. 1000 CBM BHEL cargo. The open warehouse should have space approx. 5000 Sq feet for BHEL cargo. In case, due to large inflow of materials at any point of time and the present storage space is not enough, the bidder has to inform BHEL and arrange additional suitable space.
- 1.3. The Bidder shall arrange for unloading of the cargoes received at their chosen storage area / warehouse / Port / Vessel as per instructions of BHEL on the same day of arrival, issue proper receipts to transporter and issue proper remarks on the said receipt regarding the conditions of the cargo to the transporter. The documents received from the transporter should be collected from transporter, keep a record and forwarded to BHEL the next day.
- 1.4. The Bidder has to ensure the safety of cargo and keep proper record of arrival and dispatch of cargo to/from the bidders chosen storage area / warehouse/port and send daily update to BHEL via email giving details of the packages as well as LR, consigner details, condition of package/s, etc. If required the Bidder shall arrange for de-stuffing of the cargoes received in containers at their chosen storage area / warehouse / Port / Vessel and load empty containers on vehicles and issue proper receipts to the transporter.
- 1.5. Update status of materials stored in the warehouse with all the details of LR No of Packages/Weights and Dimensions to be maintained. The storekeeper must issue a Warehouse inward and out ward report for keeping the record of storage duration.
- 1.6. The Bidder needs to check and supervise the cargo availability at Port / storage area/ CFS and recheck the dimension of each package available, Conduct jointly or otherwise pre-shipment survey of packages including measurement by licenced measurer / port /Carrier authorized agencies. All authorized survey report including pre-despatch survey, ship survey as instructed will be collected by bidder and forwarded to BHEL. The pre-shipment survey measurement report will have to be submitted to Concerned BHEL office before finalization of draft BL and also along with the bill raised by bidder. The measurements indicated in the report and BL shall be taken as final dimensions of the cargo.
- 1.7. Preparation and filing of all necessary relevant documents with the Customs, Port Authorities, Insurance Company and Steamship Companies, Airlines, Post office etc. for clearing and forwarding of consignments arriving at Mumbai Sea Port/CFS/ CONCOR/JNPT/Airport on time shall be the responsibility of the Bidder.
- 1.8. The Bidder will collect all documents/invoices/packing list, letters pertaining to Export shipments/licences etc., twice in a day (once around 10 A.M. in the morning and again at around 3 P.M. in the afternoon), from the BHEL Office.
- 1.9. Immediately on receipt of documents for clearance from the Company the Bidder shall verify completeness of all the documents and shortcoming, if any, must be pointed out for necessary action by the Company. If no observation is received it will be presumed that the documents given to the Bidder are complete in all respect for clearance of consignment in the specified schedule.

- 1.10. Bidder has to inform BHEL in advance the input documents required for Export custom clearance and arrange for customs clearance of the materials at load port i.e do all the required formalities like Registration of DEEC/EPCG license with customs, lodging of S/B, processing the multiple shipping bills (**DEEC / drawback/EPCG/FREE etc as the case may be as advised by BHEL from time to time**), Bidder has to inform of discrepancies in documents, if any.
- 1.11. Bidder has to do all the required formalities like dock supervision, coordination, facilitation, loading supervision, Assessment of S/B, Customs examination at port/ on, all related formalities and providing necessary endorsed documents of export (EP/ Exporter copy of S/Bills, SDF etc as applicable.), Handing over of the LEO S/Bills to the carrier/forwarder/agent and keep the record of the same including processing of drawback claim and ensure the same is received by BHEL in their bank account, overtime formalities, shipping line dues etc.
- 1.12. Bidder will timely re-load the materials for shifting the cargo to relevant port/CFS ensuring that the cargo is placed on board the target vessel/flight. Cart the materials to the carting point provided by the carrier/forwarder / free carting area.
- 1.13. Coordinate with shipping company/agent for carting order, vessel arrival update, loading plan, storage, sailing schedule, filing of EGM, B/L release, mate receipt, survey reports and any other coordination required.
- 1.14. Bidder shall forward scan copy of all documents like S/B, invoice and packing list etc immediately after LEO.
- 1.15. Obtain other documents like Exchange Rate certificates from Banks, GSP from EIA and any other documents relating to export.
- 1.16. Collection of Materials from Transporter/supplier warehouses located in and around Mumbai.
- 1.17. Arrange for consolidation of Cargo at STP/ICT yards for exports on vessel arriving subsequently, Unloading, transportation of cargo to such yards. Shifting of cargo to free carting area as and when permitted by Port Trust upon notification of vessel for customs clearance and subsequent or direct feeding to the vessel hook.
- 1.18. Carry out all back to town procedure, including closure/audit of N form for old cases, if applicable.
- 1.19. Bidder shall also lodge and pursue the refund/ claims on our behalf, till final settlement in respect of cargo cleared by bidder. The bidder shall lodge and pursue all old and new Manifest Claims and Custom Refund Claims, Claims with Steamship companies/ Carriers, Claims with Railway/ Transport authorities etc. Bidder will obtain file no. , Order in assessment/Original/ Appeal from customs, if any personal hearing is granted. The Appeal/ Revision Petition relating to these claims shall also be lodged by the Bidder.
- 1.20. Intimate BHEL of cargo lying in warehouse for more than two months so that efforts be made to export the cargo before the Exports date as per the GST act.
- 1.21. Arrange to feed data in the BHEL Export clearance system through login and password as instructed by BHEL.
- 1.22. The details of Bank account of respective manufacturing units for deposit of drawback will be provided at the time of filing S/Bs. The bidder shall follow up with customs for timely processing of drawback claim, resolve any queries raised by Customs and ensure the drawback amount is received in the BHEL account. Bidder shall monitor and provide detailed report of drawback amount processed by customs.
- 1.23. BHEL will monitor, supervise, coordinate, approve checklist for uploading in Customs systems, provide authorization and original documents like DEEC licenses etc., make Wharfage payments, receive progress reports, Bidder's bill, for all cargo received by Bidder at load port. Coordinating person details are provided in General Information of the tender.
- 1.24. Coordinate, arrange and certify fumigation of packages from the BHEL authorized fumigator.
- 1.25. Arrange/own suitable handling/transporting gear to shift the cargo under the hook of the vessel as and when required.
- 1.26. The Heavy Lift packages will have to be unloaded or received under hook for loading on vessel/ by the Bidder. In the event of any exigency the bidder should be in a position to mobilize multiple axle trailer in short notice. Any detention or idling of vessel /, dead freight claims should be avoided and if incurred, will be borne by bidder.
- 1.27. Bidder will take all the necessary permissions from the relevant agencies at and outside Port etc. for carting of cargo/ Roll On, Roll off, Lift On, Lift Off activities. Bidder to obtain necessary

- permissions/ clearances from all concerned Authorities for transportation of all the cargo within or outside port.
- 1.28. Bidder has to arrange for Loading/unloading of the materials/heavy lifts from the Bidder's warehouse and transportation to the Port / jetty/CFS, arrange movement and handling of the cargo inside the port/at jetty/CFS, load/unload the cargo on to the vessel / arranged by the Bidder. Contractor has to deploy/employ appropriate gears depending on the type and nature of our cargo (Gears- Mobile cranes, FLT's, Hydra etc.)
 - 1.29. Arrange passes for BHEL personnel/ insurance surveyor for visit / supervision of the cargo loading activity into the vessel /, fumigator for fumigation of packages, if desired.
 - 1.30. Ensure correct filing of EGM by the Carrier/ shipping/Airline companies to avoid delay in printing of EP/EC Copies, if applicable.
 - 1.31. The Bidder has to coordinate with agent of the vessel carrying the cargo to deliver the cargoes available at Port/CFS
 - 1.32. Preparation of draft BL/AWB/MTD and coordinate with BHEL/Carrier/shipping agencies for finalization, release of the same at the earliest and forwarding it to BHEL through personal courier at the earliest.
 - 1.33. Bidder will be responsible for any vessel/ idling /Vessel detention charges due to delay in berthing including (2) Delay in berthing of the vessel/ due to non-availability of the customs clearance documents (3) Delay in berthing for want of arrangement of requisite Trucks/ Trailers / s/ Crane etc. for direct delivery from the vessel/.
 - 1.34. The Bidder / his associate must be well versed in customs clearance documentation procedures in India and has to do advance liaison work with Customs and keep the necessary customs clearance paper work ready before vessel arrival to avoid detention / demurrage.
 - 1.35. Liaise with Port Trust/CFS/carrier and timely intimate BHEL for preparation of Port/CFS charges cheques and Collection/deposit the same into the PD account of BHEL.
 - 1.36. Custom Duty if applicable will be paid by BHEL.
 - 1.37. Bidder will have carry out necessary amendment of the S/Bills for number of package received/shut out immediately to ensure that the available cargo is loaded on the vessel as per instruction of BHEL.
 - 1.38. Bidder will arranging of minor repair/remarking of packages. Coordinate with Godi seal Kamgaar for obtaining the repair /repacking charges and providing the handling equipment's to them. Supervise and monitor work done by Godi Seal Kamgaar. Provide all assistance and arrange for lifting/shifting of cargo/package for repair.
 - 1.39. Timely reply to all auction notice of port trust/CFS for removal / withdrawal of auction notice. Under no circumstances the cargo will go in auctions.
 - 1.40. Payment/reconciliation of Port charges/CFS for each S/B through the PD account/BHEL and forward the statement of port trust PD account every month alongwith MBPT chappas/ CFS bills. The adjustment / payment of port/CFS charges through BHEL PD account/BHEL will have to be done within permitted time to avoid any interest on delayed payment. The interest charges by the port trust/CFS will be recovered from your bills.
 - 1.41. Bidder shall arrange suitable Security/Escort/Escort/Watch and Ward in adequate numbers at the warehouse/storage area, port and en-route from starting point to the destination point. Arrange necessary Material Handling Equipment/facility and suitable manpower for safe loading / unloading / handling of Consignments at Port of Origin / Port of Discharge / storage / anywhere en-route / contingency purpose etc. The escort who shall apart from his other responsibilities shall be also responsible to take care of sidewise and overhead clearance while travelling through towns/crowded localities and cities on the route. Bidder to avoid passing through such places as far as possible while selecting the route and if necessary the journey plan to be done during night in order to minimize inconvenience to the public.
 - 1.42. BHEL representative reserve the right for inspection of any or all operation during transportation, loading/ unloading/ trans-shipment/ storage / preservation/packing/ repacking/lifting/shifting etc and the bidder will be permitted to proceed with their further program after obtaining clearance from BHEL for the preceding activity, in case BHEL intends to carry out such inspection.
 - 1.43. Bidder should ensure timely customs clearance. All the undertakings given to customs and port authorities will have to be cancelled after completion of work. If there are no custom facility / posting at the jetties at port of origin / port of discharge, necessary customs officials

- deputation will have to be arranged by bidder by making payment of necessary overtime/travel expenditure to the concerned authorities. All the documentation will be sole responsibility of the bidder who has to arrange all the documentation and closure of bonds / undertakings submitted by BHEL/on behalf of BHEL and submit required evidence to BHEL.
- 1.44. Take necessary permissions from the concerned statutory authorities / Customs / Port etc for movement of the cargo. Payment of statutory levies and other costs for transportation including arranging security escort, if necessary, shall be in Bidder's account.
 - 1.45. Transfer/Transshipment of the ODC items during loading/unloading on to / from the /trailer, properly placing/ holding/ tying/ fastening/ lashing/ securing the consignment on the /Trailer including arranging material for tying/ fastening/ lashing/ securing shall be in Bidder's scope.
 - 1.46. Bidder needs to arrange for tarpaulin, rope, wooden or steel sleepers etc for protecting the consignments from weather / rain/moisture right from receipt of the consignment.
 - 1.47. In case of any damage/disruption to the consignments, the bidder will ensure appropriate action for its retrieval / recovery and deliver in "As Is" condition after necessary insurance survey.
 - 1.48. Bidder needs to coordinate for damage assessment / certification, reporting, lodging First Information Report with local governmental authorities, to coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner / Insurer.
 - 1.49. Bidder needs to ensure minimum loading / unloading of the H/Ls through directly unloading the cargo to/ at port of origin and to trailer at port to the extent possible. Any transshipment/ loading/ unloading of any ODC/HLs item has to be done in presence of BHEL representative in coordination with insurance surveyor, if required.
 - 1.50. Bidder shall not claim any compensation from BHEL towards such variation in actual dispatch particulars of Consignments.
 - 1.51. Based on the particulars of consignments given in packing list bidder shall finalize the transport/equipments to be used for handling and shifting the Consignments including ODCs from starting point to port/CFS/carrier. Bidder shall be allowed to use only those T&P and hardware, which is in excellent working condition, tested for safe operation and adequate in capacity and size. The bidder shall also submit along with the bid, the proof of owning / tie up with owning agency, for the major T&Ps, to be used during logistics operation as per Annexure -If.
 - 1.52. T&Ps and trailers/vehicles to be put in to use shall have valid fitness certificate from concerned authorities and required documents issued by government /road / water transport authorities for the proposed use. Bidder has to submit list of T&Ps/equipment available with him in Annexure -If
 - 1.53. Bidder shall ensure that all the consignments including ODC/HLs is properly stowed, lashed / bedded /secured during port handling, storage, loading and transportation.
 - 1.54. Bidder shall ensure timely and continuous loading of cargo from incoming Vessel / Vehicle at port. Any demurrage or associated costs due to delay in loading on Vessel etc shall be to the Bidder's account.
 - 1.55. Bidder shall arrange and complete the cargo's examination whenever required. It shall be the endeavor of bidder to minimize the opening of the packed consignment. Opening and repacking (wherever required) shall be carried out as per the supplier's manual, if any, and the cost of the same shall be on bidder's account. Bidder will take all precautions that repacking is sturdy enough to withstand transportation vibration, multiple handlings en route to site.
 - 1.56. Bidder shall arrange suitable wooden, steel and concrete sleepers, pedestals, stools, winch, temporary supports rollers and guides etc. required for receiving, storing, handling and transporting the said cargo. This requirement will exclude any special handling & transportation structure provided by BHEL.
 - 1.57. Bidder shall take all advance action prior to actual sailing date of the vessel for preparation and signing of the requisite documents required by customs & port authorities. Bidder shall prepare all the necessary documents in required number of copies to accompany with the / trailer while leaving for port from the starting point and ensure smooth transportation without hindrance from any govt. or local agency on the way.

- 1.58. Bidder will work round the clock at the port / storage, en-route anywhere, as required. Bidder shall ensure the timely availability of required quantity of manpower with proper experience, tools and plants at all the places where such activities are to be carried out.
- 1.59. The cost of liaison and coordination with all concerned authorities for clearance of cargo will be to bidder's account.
- 1.60. Bidder shall own all risks and responsibility from the time of taking over the cargo / consignment at the starting point/warehouse till safe delivery at port/ on vessel.
- 1.61. Bidder should ensure safe custody of materials during transportation and storage, if any, en-route from warehouse to port. However Insurance will be taken by BHEL for the entire cargo.
- 1.62. Bidder shall submit the progress report to BHEL or their authorized representative as per the format to be mutually agreed. Bidder shall submit daily progress report indicating the receipt / dispatch status at port / storage etc,
- 1.63. All necessary statutory, legal and safety requirements shall be complied by the bidder and the bidder shall indemnify BHEL and Owner from any liability on any account caused due to noncompliance of statutory, legal and safety norms of the Government of India or the State Governments. Bidder shall use every reasonable means to prevent any of the Roads, bridges, waterways, or any public/private utility etc. traversed in connection with or on the routes to the port/CFS/warehouse/jetty from being damaged or injured by any of his / trailers / trucks and in particular shall select the routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise for moving ODC to port shall be limited as far as reasonably possible and no unnecessary damage or injury may be occasioned to such highways, bridges, waterways, roads, private property etc. For any damage caused by the breach thereof, the Bidder shall be solely responsible.
- 1.64. Bidder shall ensure availability of competent person with all communication aids (e.g. mobile, e-mail, whatsapp etc) at the Port / warehouse, to ensure proper coordination of logistics for the entire duration of the Contract and for expediting the operations / documentations related to custom clearance issues.
- 1.65. No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities without causing any delay in transportation. In the event of such occurrence, Bidder shall be responsible for any penalties levied and shall pay from their own account. Bidder should be well informed about the procedural and documents requirement for such works.
- 1.66. Bidder to furnish their emergency preparedness / contingency arrangement for rescue/recovery from any disruption of journey during transportation by road/ water
- 1.67. Wherever 'Trailer' is mentioned in this section of scope of work, it shall mean suitable Mechanical / Hydraulic Axles along with Prime mover of adequate capacity Wherever 'T&P' or 'Tools & Plants' is mentioned, it shall include all machinery/crane/ trailer/ tug/ any other equipment required as and when for execution of the job.
- 1.68. Wherever 'MU' is mentioned, it shall mean BHEL Manufacturing Unit.
- 1.69. Port of Origin implies Port / CFS/ICD/FTWZ/jetty point in and around Mumbai where RORO/lift on/lift off operation can be performed.
Note: RO-RO means unloading of consignment from to jetty and vice versa
- 1.70. Bidder has to ensure timely payments to their counterpart/associate to meet the timely project schedule.
- 1.71. Bidder has to assign at least one dedicated official for the contract, who will co-ordinate with BHEL, on daily basis for all activities. Bidder to provide Name, Phone, email details within 5 days of receipt of LOA.
- 1.72. Bidder will submit his bills for his payments for cargo despatched.
- 1.73. If the packages at the time of arrival are not in good condition then bidder should raise timely alarm and take corrective action with BHEL/BHEL vendor. Under no circumstances the bidder will receive damaged packages for shipment.
- 1.74. Bidder to ensure all wooden packages are fumigated as per the requirement of customs, and providing Phytosanitary Certificate and all related cost of the same should be included in the price bid.
- 1.75. The bidder must ensure necessary co-ordination, follow-up, Cargo movements, documents flow for customs & other procedural requirements so that no penalty/additional financial burden arise. Bidder shall be solely responsible for such penalties/additional financial implications, if any.

- 1.76. Description of work mentioned above is illustrative and not exhaustive and they will have to consider all incidental works if involved while conducting the job in giving their rates. No incidental/additional charges will be payable for any other miscellaneous works connected with the handling of above jobs.
- 1.77. The bidder 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.
- 1.78. The bidder shall also act as Port Clearance Agent on behalf of BHEL and will deal with the port authorities to maintain updated status of P/D account, timely payment of port charges and timely removal of Port Auction notices.
- 1.79. The bidder will be required to perform all duties as prescribed under the Maharashtra Mathadi, Hamal and Other Manual Workers (Regulation of Employment and Welfare) Act, 1969, Customs Act 1962 and Customs House Agents Regulations 1984 and as amended from time to time.
- 1.80. The bidder shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Port Trust, Airport Authority, Customs, DGFT, Insurance and other concerned authorities for clearance and carriage of goods by Sea/ Air/ Post-Parcel/ Rail/ Road.
- 1.81. The bidder shall follow up with customs for timely processing of drawback claim, resolve any queries raised by Customs and ensure the drawback amount is received in the BHEL account. Bidder shall monitor and provide detailed report of drawback amount processed by customs.
- 1.82. In case of vessel arrival all the S/B where all the packages in the S/Bills has not arrived , the bidder will have to make the amendments as per the instructions of BHEL and process the S/Bills on the same day to avoid vessel detention/idling claims on BHEL. In case of failure all the vessel detention charges shall be borne by the Bidder.
- 1.83. **Handling of Port Trust PD Accounts:**
- 1.83.1. The Bidder will submit monthly statements of all the deposited cheques and amounts debited as per the format specified by the Company, separately in respect of each of the PD Accounts. All the relevant cheque deposit slips in original shall be attached with these statements. In case of customs PD accounts, photocopies of all the relevant S/Bs and in case of MbPT PD accounts, photocopies of all the relevant MbPT Chappas will also be attached with the statements. Bidders shall check the correctness of Port charges claimed with schedule of rates and specific confirmation shall have to be given by them while forwarding the monthly account.
- 1.83.2. The Bidder shall obtain duly authenticated monthly extracts of Customs and MbPT PD accounts, with full details and submit the same to this office
- 1.83.3. The Bidder shall reconcile the details of the above extract with the monthly statements submitted by them. Any discrepancy observed would be got corrected by them. Similarly, in case any discrepancy is pointed out by the company in these extracts, the same shall be promptly resolved by the Bidder within 10 days.
- 1.83.4. In case of excess payment against any of the P.D. A/c, same shall be recovered by the company from the Bidder's Bills.
- 1.83.5. In case these statements or extracts are not submitted by the due date or the discrepancy is not resolved within specified period, the Company reserves the right to withhold any further payments of bills/claims of the Bidder.
- 1.83.6. The Bidder shall have to give advance intimation to the BHEL office as and when additional funds are required to be deposited in these accounts for payments of duty and MbPT charges with complete working details. It shall be responsibility of the Bidder to ensure that unduly large amounts are not allowed to remain in the deposit account at the end of any day. Balance in PD Account shall have to be intimated to Company office in Mumbai on day to day basis without which additional funds shall not be released by the Company.
- 1.83.7. BHEL shall provide only one set of shipping documents like B/L, invoice, packing list etc. If additional documents are required by Customs or any other authority, the Company would normally given only one copy of the document. The Bidder will arrange for the required number of additional copies at their own cost. No additional charges would be payable on this account except to the extent of lump-sum charges specified in the rate schedule S-04.
- 1.83.8. Bidder should forward photocopies of S/Bs and MbPT Chappas etc. for the clearance of cargo done in preceding week on every Monday.
- 1.84. The bidder shall maintain records and forward scan copy as and when required of following:

- 1.84.1. A copy of Export documents i.e. S/B, SDF/GR, Invoice, and Bill of lading.
- 1.84.2. A copy and register of other documents like Drawback claims, Auction notice with their replies.
- 1.84.3. Records of P.D. A/c in respect of Customs and MbPT.
- 1.84.4. Copy of all documents received through transporter delivering materials to warehouse
- 1.85. The Agent would also send the following periodical reports as per the formats to be provided by BHEL

Sn	Report	Frequency	Mode
1	Daily Status Report(DSR) of BHEL Invoice / S/Bs indicating cargo receipt at warehouse and docks along with status of customs processing- by email	Daily by 12.00 hours	By Email
2	Weekly Report of Materials received, shifted and balance in CHA's Warehouse both within and outside BMC- by email	Weekly on every Monday	By Email
3.	Summary Statement of bills raised on BHEL as per contract in excel format (soft copy) with status of payments.	Monthly on last day of the each month	By Email

- 1.86. Bidder should handle all auction notices and intimate BHEL of such notices port /CFS/ FTWZ etc. and take up for withdrawal of such notice at the earliest.
- 1.87. Bidder should forward all demand notices to BHEL as soon as it comes to their knowledge for timely auction by BHEL.
- 1.88. Bidder shall be responsible for obtaining Exchange Rate from Bank for non-listed currency
- 1.89. **Co-ordination with Carrier's Agent**
- 1.89.1. The bidder shall maintain liaison with the carrier agents and ensure collection of BLs/AWBs well within 2 days of sailing of the vessel.
- 1.89.2. The bidder shall be responsible to obtain delivery order(s), from the carrier Agents.
- 1.89.3. In case of delay in filing of Manifest or wrong or deficient manifestation, the bidder shall rigorously follow-up with the carrier agent, for prompt corrective action. In event of requirement of modification in the manifest, bidder shall carry out expeditiously the amendment in customs.
- 1.89.4. In case all the containers of the consignment are not discharged by the same vessel or are not properly declared in the FCL/LCL list of Port Trust or not transported to CFS, the Agent will immediately take up the matter in writing with Steamer agent for prompt corrective action.
- 1.89.5. In case custom penalty, demurrage or container detention charges are incurred due to the lapses of the carrier agent, the Clearing Agent would promptly lodge the claim for the demurrage and container detention charges with intimation to BHEL and follow up the matter till its reimbursement is obtained.
- 1.90. **Warehousing:**
- 1.90.1. Contractor should have experience of Warehouse Management for Power / Oil / Process or such large industrial sector.
- 1.90.2. Warehouse should have sufficient space for operation of forklift/crane and facility of parking of trucks/trailers.
- 1.90.3. Contractors shall ensure suitable and adequate place for storage of cargo. The storage shall be done as per the standard storage requirements based on physical and chemical properties of the material.
- 1.90.4. All cargo should be stored in closed warehouse only, except such cargo which cannot enter the closed warehouse due to over size dimensions. In such cases where the cargo is stored in open warehouse, they shall be covered by Tarpaulin. This should be strictly followed. BHEL representative will make surprise visit to the warehouse and if it is found that the same is not followed suitable action will be taken against the contractor.
- 1.90.5. Entire packages of one vehicle that are received for storage must be stored / situated at one place only as single lot.
- 1.90.6. Steel structural material, reinforcement rods etc. shall be properly stacked with adequate spacers. The height of the stacked material shall be restricted so as to maintain stability of the pile.
- 1.90.7. Gas cylinders shall not be stored in open places exposed to sunlight & rain. Storage of gas cylinders shall be done in designated sheds/rooms. Empty and filled cylinders shall be stored separately. Flammable gas cylinders shall not be stored along with oxygen cylinders. Valve caps

- shall be provided on the cylinders and adequate chaining arrangement shall be provided for protecting the cylinders against falling.
- 1.90.8. Flammable liquids shall be stored in pre-designated areas having adequate ventilation and fire fighting arrangements.
 - 1.90.9. Corrosive chemicals shall be stored in accordance with the instructions given in Material Safety Data Sheet (MSDS). First aid measures for neutralizing the effects of the chemical shall be made available near the storage area.
 - 1.90.10. Smoking of beedi/cigarettes shall be strictly prohibited and sources of ignition shall be strictly controlled in storage areas.
 - 1.90.11. Fire protection and Fire fighting arrangements In accordance with the nature of material used during the execution of the job, suitable fire protection and fire fighting arrangements, shall be ensured by the Contractor at warehouse.
 - 1.90.12. Based on the fire load, sufficient numbers of portable fire extinguishers shall be made available at warehouse.
 - 1.90.13. All unwanted combustibles shall be removed from the warehouse on daily basis.
 - 1.90.14. Adequate twenty four hour lighting facilities such as floodlights, hand lights and area lighting should be provided at the site of work, storage area of materials and equipment and temporary access roads within the working area.
 - 1.90.15. The handling of our materials should be done in a manner so that the materials are not damaged. Only the stackable materials can only be stacked after clearance from BHEL. Damaged material should not be unloaded in Warehouse without the permission of BHEL official. If unloading of damaged material/cargo is permitted by BHEL then proper remarks should be endorsed on back side of LR while receipting the cargo.
 - 1.90.16. All the Warehouses should be fully secured with proper security arrangement round the clock and contractor shall be responsible for proper upkeep and security of material.
 - 1.90.17. Warehouse should be insured for fire, burglary, theft etc.
 - 1.90.18. Warehouse floor should be suitably tilled devoid of mud/soil etc.
 - 1.90.19. Warehouse should have arrangements for weighing of goods.
 - 1.90.20. Communication facility such as email/ phone etc. should be available at warehouses.
 - 1.90.21. Warehouse should proper arrangements of lights suitable for working at nights
 - 1.90.22. The warehouse should be approachable by road all round the year
 - 1.90.23. Suitable sitting arrangement in the Warehouse for BHEL representatives, whenever they are required to visit, to enable effective discharge of their duties /responsibilities.
 - 1.90.24. **Inspection of material in Warehouse:** BHEL reserves the right to inspect their materials stored in the Warehouse. 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 against the contractor.
 - 1.91. **Procedure For Storage Of Packages In Warehouse:**
 - 1.91.1. After unloading of the packages/consignments at warehouse, the packages are to be stored in the following manner :
 - 1.91.1.1. Package should be identified with LR No.
 - 1.91.1.2. Storage instruction given on the package should be strictly followed.
 - 1.91.1.3. Stacking of heavy weight package to be avoided.
 - 1.91.1.4. Stacking limit to be followed in case of various weight packages
 - 1.91.1.5. During Rainy Season, the packages which are stored in open warehouse, should be covered by Tarpaulins properly.
 - 1.91.1.6. Care may be taken for proper elevation of packages stored at open warehouse place to prevent packages from getting damaged due to rain water.
 - 1.91.1.7. contractor shall follow the good practices while storing packages at both the warehouses
 - 1.92. It shall be responsibility of the contractor that their agents ensure proper working in the interest of BHEL and the contractor shall be fully responsible for the acts and deeds of the their agent/associates.
 - 1.93. **Bidder should comply and be conversant with related Acts, Rules and Regulations like:**
 - 1.93.1. Indian Docks Labourers Act 1934: Indian Docks Labourers Act 1934 should be adhered to in totality with special reference to the clause - Transporter & Equipment Operation Section 57 to 74 and also other relevant clauses/ section of the Act. Important clauses of the act that bidders are required to be conversant with are mentioned below:-

- 1.93.1.1. **Power Trucks:**
- 1.93.1.1.1. All trucks shall be of good material, sound construction, sufficiently strong for the purpose for which it is used and maintained in good state of repair.
- 1.93.1.1.2. All trucks shall be inspected at least once a week by responsible person and when any dangerous defect is noticed it shall be immediately taken out of use.
- 1.93.1.1.3. The power trucks shall be equipped with effective brakes, head lights and tail lamps and maintained in good repairs and working order.
- 1.93.1.1.4. Trucks shall not be loaded beyond their safe carrying capacity which shall be clearly and plainly marked on them.
- 1.93.1.1.5. Unauthorized persons shall not ride on transport employed in connection with dock work.
- 1.93.1.2. **Fork-Lifts:**
- 1.93.1.2.1. Fork-lift trucks shall be fitted with overhead guard to protect the operator from falling objects.
- 1.93.1.2.2. Fork-lift trucks shall have their gross weight conspicuously marked upon them.
- 1.93.1.3. **Stability Test:**
- 1.93.1.3.1. All Fork-lift trucks shall be checked for stability as per national standards.
- 1.93.1.4. **Crane Operators:** There shall be one Crane Operator for each single or pair of loading cranes which can be operated from the same point and he shall; a) be not less than 18 years, b) be competent and reliable, c) Possess the knowledge of the inherent risks of the crane operation, medically examined periodically.
- 1.93.1.5. Bidder should also furnish certificate confirming to the following as when required.
- 1.93.1.6. Certificate of Test and Examination of Wire Rope before being taken into use: In this regards necessary certificate as required shall be furnished by the successful bidder along with his bills.
- 1.93.2. All labour and/or personnel employed by the contractor shall be engaged by them as their own employees/workmen in all respects implied or expressed. It will be compulsory on the part of the contractor to insure all his employees, permanent or temporary, against liabilities of accident, partial or full disability, death etc. The contractor shall indemnify BHEL against liabilities arising out of the contractor's obligations on this account.
- 1.93.3. The responsibility to comply with the provisions of various labour laws of the country shall be that of the contractor(s). Among others, he shall specifically ensure compliance with the following Laws/Acts and their re-enactments/amendments:
 - 1.93.3.1. The Payment of Wages Act, 1936.
 - 1.93.3.2. The Factory Act, 1948.
 - 1.93.3.3. The Workmen's Compensation Act, 1923.
 - 1.93.3.4. The Employees Provident Fund Act, 1952.
 - 1.93.3.5. The Contract Labour (Regulation and abolition) Act, 1970.
 - 1.93.3.6. The Payment of Bonus Act, 1965.
 - 1.93.3.7. The Payment of Gratuity Act, 1972.
 - 1.93.3.8. The Equal Remuneration Act, 1976.
 - 1.93.3.9. The Employees State Insurance Act, 1948.
 - 1.93.3.10. The Industrial Disputes Act, 1947.
 - 1.93.3.11. The Employment of Children Act, 1938.
 - 1.93.3.12. The Motor Vehicles Act, 1988 along with GSRM 728-E dated 18.10.96
 - 1.93.3.13. The Hours of Employment Regulations
 - 1.93.3.14. Regulation of Employment and Welfare Act, 1969
 - 1.93.3.15. The Warehousing (Development And Regulation) Act, 2007
 - 1.93.3.16. Bombay Warehouses Act, 1959
 - 1.93.3.17. Bombay Warehouses Rules, 1960
 - 1.93.3.18. Maharashtra Fire Prevention & Life Safety Measure Act, 2006
 - 1.93.3.19. Maharashtra Fire Prevention and Life Safety Measures Rules, 2009
 - 1.93.3.20. Handling of Cargo in Customs Areas Regulations, 2009
 - 1.93.3.21. Handling of Cargo in Customs Areas (Amendment) Regulations, 2017
 - 1.93.3.22. The Maharashtra Mathadi, Hamal and other Manual Workers (Regulation of Employment and Welfare) Act, 1969.
- 1.94. Performance of successful contractor during course of contract will be constantly monitored and contractor who is not upto the mark will not be eligible for future contract.
- 1.95. Arrange to forward latest notification/circular of customs relevant to our exports.

SECTION III

INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before filling up the tender on E-portal for PQR(Part I);Techno-commercial bid (Part II) and Price bid (Part III).
2. The contractor will have to ensure that the cargo is custom cleared for export out at the earliest as per scope of work.
3. The bidder while submitting the offer should consider the shortest, most safe ,economical and reliable logistics to be adopted for custom clearance of cargo.
4. The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bhel.abcpocure.com>.
5. The offers shall be kept valid for a period of 1 **month** from the date of opening of the tender.
6. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
7. The offers shall be submitted on E-portal as follows

8. The offers shall include.

a. Techno Commercial Cum PQR Bid (Part 1)

- A. The techno commercial bid is to be filled and submitted/or uploaded in excel sheet/Templet online on E-Tendering Portal of BHEL at web address <https://bhel.abcpocure.com> on or before due date and time. Hard copies of techno commercial offers shall not be accepted for evaluation.
- B. Payment of **EMD of Rs. 97591/-** shall be preferably done through RTGS/NEFT mode in following bank account before due date & Time of opening of tender. However bidders are advised to process payments one day prior to due date and time of opening of tender to avoid last minute rush.(UTR details shall be furnished vide email and uploaded on E-procurement portal before opening of tender.Name: BHARAT HEAVY ELECTRICALS LTD ; BANK : CITIBANK, FORT BRANCH, ACCOUNT NO : 0008279012, IFSC CODE : CITI0100000, MICR CODE : 400037002 (**Refer General terms and conditions for other mode of submission of EMDs**))

b. Price Bid/Reverse Auction (Part 2)

- A. The Price Bid is to be filled up and submitted/or uploaded in excel sheet through E-Tendering system only. **RA will be conducted for this tender. Price bids/RA of only those bidders will be opened/conducted on online portal who qualify in Technical Bid(Part).**

(a) Price bid comprises of followings

- a. Carefully filled Prices as per the format in this tender document (Section VII) in excel form digitally signed and uploaded on E-procurement portal.
- b. The price offers must be made only in the formats enclosed with this tender/Excel downloaded from portal.
- c. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price bid (PartII) of technically qualified bidders.
- d. Prices to be quoted in percentage of BHEL Schedules rate only. No conditions should be put in the price bid.
- e. No slab rates are required to be quoted. The percentage of scheduled rate shall will be uniformly applied to each BHEL slab rate to arrive at final slab rate. No modifications to the work contained in the items/individual rates will be allowed.

- f. No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in excel sheet while submitting E-offer. Any such clarification/modification if enclosed in excel sheet (Financial Bid) will be totally ignored and such bids are liable to be rejected.

Please note that Fax offers/Hard copy offer /Email offer shall not be considered. BHEL reserves the right to accept or reject the Tender in part or full without assigning any reasons thereof. Successful bidder shall be responsible for completion of the contract in all respect.

9. After submission of offer, at any stage within the validity period of the offer, if any bidder(s) withdraws such offer, their EMD will be liable to be forfeited and would invite penal action as deemed fit.
10. Any failure to reply to our query/offer etc without any reason 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 Co.)

11. Evaluation criteria :

- The financial bids will be opened on E-procurement portal for the technically qualified bidders. The date, time and venue of price bid opening will be intimated to the bidders separately.
- Offers shall be evaluated on minimum % offered by bidders in percentage on BHEL Slab rates.
- L1 bidders percentage shall be uniformly applied to BHEL Scheduled rate to arrive at individual slab rate.
- No modification is allowed in individual BHEL slab rates.
- After examination of L1 bidder's rates, BHEL may negotiate the rates if necessary with L-1 bidder.
- Order will be awarded to single vendor

12. Projected volume and load in each slab for 2019-20 is as follows

- Approx. Air Shipments: 330 CBM (148 MT approx) and approx. 100 Shipping bills.
- Approx. Sea shipments : Mumbai port : 2851 FRT; JNPT:2018 FRT : 203 Shipping Bills

SO5A	Slab	Oprn Code			Code ext	To be quoted	No. of S/B	No. of Pkg	Load(MT)
1	Min Charges per S/ Bill	ME	DD	HS	01				
	Min Charges per S/ Bill	ME	DD	HS	02				
	< =1 MT	ME	DD	HS	03	per MT	8	16	8
	< =1 MT(ODC)	ME	DD	HS	04	per MT	8	16	8
	> 1MT & <= 3MT	ME	DD	HS	05	per MT	6	6	18
	> 1MT & <= 3MT(ODC)	ME	DD	HS	06	per MT	6	6	18
	> 3MT & <= 5MT	ME	DD	HS	07	per MT	5	5	25
	> 3MT & <= 5MT(ODC)	ME	DD	HS	08	per MT	5	5	25
	> 5 MT & <= 10 MT	ME	DD	HS	09	per MT	4	4	40
	> 5 MT & <= 10 MT(ODC)	ME	DD	HS	10	per MT	4	4	40
	> 10 & <= 30 MT	ME	DD	HS	11	per MT	1	1	30
	> 30 & <= 50 MT	ME	DD	HS	12	Piece	1	1	50
	> 50 & <= 75 MT	ME	DD	HS	13	Piece	1	1	75
	> 75 & <= 100 MT	ME	DD	HS	14	Piece	1	1	100
2	Min Charges per S/ Bill	ME	CP	HK	01				
	Min Charges per S/ Bill	ME	CP	HK	02				
	< =1 MT	ME	CP	HK	03	per MT	2	4	2
	< =1 MT(ODC)	ME	CP	HK	04	per MT	2	2	2
	> 1MT & <= 3MT	ME	CP	HK	05	per MT	2	2	2
	> 1MT & <= 3MT(ODC)	ME	CP	HK	06	per MT	2	2	6
	> 3MT & <= 5MT	ME	CP	HK	07	per MT	2	2	10
	> 3MT & <= 5MT(ODC)	ME	CP	HK	08	per MT	2	2	10
	> 5 MT & <= 10 MT	ME	CP	HK	09	per MT	1	1	10
	> 5 MT & <= 10 MT(ODC)	ME	CP	HK	10	per MT	1	1	10
	> 10 & <= 30 MT	ME	CP	HK	11	per MT	1	1	30
	> 30 & <= 50 MT	ME	CP	HK	12	Piece	1	1	50
	> 50 & <= 75 MT	ME	CP	HK	13	Piece	1	1	75
	> 75 & <= 100 MT	ME	CP	HK	14	Piece	1	1	100
3	Min Charges per S/ Bill	ME	CP	ST	01				
	Min Charges per S/ Bill	ME	CP	ST	02				
	< =1 MT	ME	CP	ST	03	per MT	2	4	2
	< =1 MT(ODC)	ME	CP	ST	04	per MT	2	2	2
	> 1MT & <= 3MT	ME	CP	ST	05	per MT	2	2	2
	> 1MT & <= 3MT(ODC)	ME	CP	ST	06	per MT	2	2	6
	> 3MT & <= 5MT	ME	CP	ST	07	per MT	2	2	10

	> 3MT & <= 5MT(ODC)	ME	CP	ST	08	per MT	2	2	10
	> 5 MT & <= 10 MT	ME	CP	ST	09	per MT	2	1	10
	> 5 MT & <= 10 MT(ODC)	ME	CP	ST	10	per MT	2	1	10
	> 10 & <= 30 MT	ME	CP	ST	11	per MT	1	1	30
	> 30 & <= 50 MT	ME	CP	ST	12	Piece	1	1	50
	> 50 & <= 75 MT	ME	CP	ST	13	Piece	1	1	75
	> 75 & <= 100 MT	ME	CP	ST	14	Piece	1	1	100
4	Min Charges per S/ Bill	ME	CF	ST	01				
	Min Charges per S/ Bill	ME	CF	ST	02				
	< =1 MT	ME	CF	ST	03	per MT	1	2	1
	< =1 MT(ODC)	ME	CF	ST	04	per MT	1	1	1
	> 1MT & <= 3MT	ME	CF	ST	05	per MT	1	1	3
	> 1MT & <= 3MT(ODC)	ME	CF	ST	06	per MT	1	1	3
	> 3MT & <= 5MT	ME	CF	ST	07	per MT	1	1	5
	> 3MT & <= 5MT(ODC)	ME	CF	ST	08	per MT	1	1	5
	> 5 MT & <= 10 MT	ME	CF	ST	09	per MT	1	1	10
	> 5 MT & <= 10 MT(ODC)	ME	CF	ST	10	per MT	1	1	10
	> 10 & <= 30 MT	ME	CF	ST	11	per MT	1	1	30
	> 30 & <= 50 MT	ME	CF	ST	12	Per Piece	1	1	50
	> 50 & <= 75 MT	ME	CF	ST	13	Per Piece	1	1	75
	> 75 & <= 100 MT	ME	CF	ST	14	Per Piece	1	1	1
S05B		Opnr Code			Code ext		Load(MT)		
1	Min Charges per S/ Bill	ME	GO	HS	01				
	Min Charges per S/ Bill	ME	GO	HS	02				
	< =1 MT	ME	GO	HS	03	per MT	4	8	4
	< =1 MT(ODC)	ME	GO	HS	04	per MT	4	8	4
	> 1MT & <= 3MT	ME	GO	HS	05	per MT	3	3	3
	> 1MT & <= 3MT(ODC)	ME	GO	HS	06	per MT	3	3	3
	> 3MT & <= 5MT	ME	GO	HS	07	per MT	2	2	10
	> 3MT & <= 5MT(ODC)	ME	GO	HS	08	per MT	1	1	5
	> 5 MT & <= 10 MT	ME	GO	HS	09	per MT	1	1	10
	> 5 MT & <= 10 MT(ODC)	ME	GO	HS	10	per MT	1	1	10
	> 10 & <= 30 MT	ME	GO	HS	11	per MT	1	1	30
	> 30 & <= 50 MT	ME	GO	HS	12	Per Piece	1	1	50
2	Min Charges per S/ Bill	ME	GO	CH	01				
	Min Charges per S/ Bill	ME	GO	CH	02				
	< =1 MT	ME	GO	CH	03	per MT	4	8	4
	< =1 MT(ODC)	ME	GO	CH	04	per MT	4	8	4
	> 1MT & <= 3MT	ME	GO	CH	05	per MT	3	3	3
	> 1MT & <= 3MT(ODC)	ME	GO	CH	06	per MT	3	3	3
	> 3MT & <= 5MT	ME	GO	CH	07	per MT	2	2	10
	> 3MT & <= 5MT(ODC)	ME	GO	CH	08	per MT	1	1	5
	> 5 MT & <= 10 MT	ME	GO	CH	09	per MT	1	1	10
	> 5 MT & <= 10 MT(ODC)	ME	GO	CH	10	per MT	1	1	10
	> 10 & <= 30 MT	ME	GO	CH	11	per MT	1	1	30
	> 30 & <= 50 MT	ME	GO	CH	12	Per Piece	1	1	50
3	Min Charges per S/ Bill	ME	GO	SP	01				
	Min Charges per S/ Bill	ME	GO	SP	02				
	< =1 MT	ME	GO	SP	03	per MT	7	12	7
	< =1 MT(ODC)	ME	GO	SP	04	per MT	6	12	6
	> 1MT & <= 3MT	ME	GO	SP	05	per MT	6	6	18
	> 1MT & <= 3MT(ODC)	ME	GO	SP	06	per MT	5	5	15
	> 3MT & <= 5MT	ME	GO	SP	07	per MT	5	5	25
	> 3MT & <= 5MT(ODC)	ME	GO	SP	08	per MT	5	5	50
	> 5 MT & <= 10 MT	ME	GO	SP	09	per MT	5	5	50
	> 5 MT & <= 10 MT(ODC)	ME	GO	SP	10	per MT	5	5	150
	> 10 & <= 30 MT	ME	GO	SP	11	per MT	5	5	150
	> 30 & <= 50 MT	ME	GO	SP	12	Per Piece	2	2	100
4	Min Charges per S/ Bill	ME	GT	AD	01				
	Min Charges per S/ Bill	ME	GT	AD	02				

	< =1 MT	ME	GT	AD	03	per MT	1	2	1
	< =1 MT(ODC)	ME	GT	AD	04	per MT	1	2	1
	> 1MT & <= 3MT	ME	GT	AD	05	per MT	1	1	3
	> 1MT & <= 3MT(ODC)	ME	GT	AD	06	per MT	1	1	3
	> 3MT & <= 5MT	ME	GT	AD	07	per MT	1	1	5
	> 3MT & <= 5MT(ODC)	ME	GT	AD	08	per MT	1	1	5
	> 5 MT & <= 10 MT	ME	GT	AD	09	per MT	1	1	10
	> 5 MT & <= 10 MT(ODC)	ME	GT	AD	10	per MT	1	1	10
	> 10 & <= 30 MT	ME	GT	AD	11	per MT	1	1	30
	> 30 & <= 50 MT	ME	GT	AD	12	Per Piece	1	1	50
S05C		Oprn Code			Code ext		Load(MT)		
1	Min Charges per S/ Bill	ME	BT	AM	01				
	Min Charges per S/ Bill	ME	BT	AM	02				
	< =1 MT	ME	BT	AM	03	per MT	1	2	1
	< =1 MT(ODC)	ME	BT	AM	04	per MT	1	2	1
	> 1MT & <= 3MT	ME	BT	AM	05	per MT	1	1	3
	> 1MT & <= 3MT(ODC)	ME	BT	AM	06	per MT	1	1	3
	> 3MT & <= 5MT	ME	BT	AM	07	per MT	1	1	5
	> 3MT & <= 5MT(ODC)	ME	BT	AM	08	per MT	1	1	5
	> 5 MT & <= 10 MT	ME	BT	AM	09	per MT	1	1	10
	> 5 MT & <= 10 MT(ODC)	ME	BT	AM	10	per MT	1	1	10
	> 10 & <= 30 MT	ME	BT	AM	11	per MT	1	1	30
2	Min Charges per S/ Bill	ME	BT	JM	01		0	0	0
	Min Charges per S/ Bill	ME	BT	JM	02				
	< =1 MT	ME	BT	JM	03	per MT	1	2	1
	< =1 MT(ODC)	ME	BT	JM	04	per MT	1	2	1
	> 1MT & <= 3MT	ME	BT	JM	05	per MT	1	1	3
	> 1MT & <= 3MT(ODC)	ME	BT	JM	06	per MT	1	1	3
	> 3MT & <= 5MT	ME	BT	JM	07	per MT	1	1	5
	> 3MT & <= 5MT(ODC)	ME	BT	JM	08	per MT	1	1	5
	> 5 MT & <= 10 MT	ME	BT	JM	09	per MT	1	1	10
	> 5 MT & <= 10 MT(ODC)	ME	BT	JM	10	per MT	1	1	10
	> 10 & <= 30 MT	ME	BT	JM	11	per MT	1	1	30
3	Min Charges per S/ Bill	ME	BT	WP	01		0	0	0
	Min Charges per S/ Bill	ME	BT	WP	02				
	< =1 MT	ME	BT	WP	03	per MT	1	2	1
	< =1 MT(ODC)	ME	BT	WP	04	per MT	1	2	1
	> 1MT & <= 3MT	ME	BT	WP	05	per MT	1	1	3
	> 1MT & <= 3MT(ODC)	ME	BT	WP	06	per MT	1	1	3
	> 3MT & <= 5MT	ME	BT	WP	07	per MT	1	1	5
	> 3MT & <= 5MT(ODC)	ME	BT	WP	08	per MT	1	1	5
	> 5 MT & <= 10 MT	ME	BT	WP	09	per MT	1	1	10
	> 5 MT & <= 10 MT(ODC)	ME	BT	WP	10	per MT	1	1	10
	> 10 & <= 30 MT	ME	BT	WP	11	per MT	1	1	30
4	Min Charges per S/ Bill	ME	BT	AJ	01				
	Min Charges per S/ Bill	ME	BT	AJ	02				
	< =1 MT	ME	BT	AJ	03	per MT	1	2	1
	< =1 MT(ODC)	ME	BT	AJ	04	per MT	1	2	1
	> 1MT & <= 3MT	ME	BT	AJ	05	per MT	1	1	3
	> 1MT & <= 3MT(ODC)	ME	BT	AJ	06	per MT	1	1	3
	> 3MT & <= 5MT	ME	BT	AJ	07	per MT	1	1	5
	> 3MT & <= 5MT(ODC)	ME	BT	AJ	08	per MT	1	1	5
	> 5 MT & <= 10 MT	ME	BT	AJ	09	per MT	1	1	10
	> 5 MT & <= 10 MT(ODC)	ME	BT	AJ	10	per MT	1	1	10
	> 10 & <= 30 MT	ME	BT	AJ	11	per MT	1	1	30
S05D		Oprn Code			Code ext		Load (MT)		
1	Min Charges per S/ Bill	EE	BW	BP	01				
	Min Charges per S/ Bill	EE	BW	BP	02				
	< =1 MT	EE	BW	BP	03	per MT	1	1	1
	< =1 MT(ODC)	EE	BW	BP	04	per MT	1	1	1
	> 1MT & <= 3MT	EE	BW	BP	05	per MT	1	1	3
	> 1MT & <= 3MT(ODC)	EE	BW	BP	06	per MT	1	1	3
	> 3MT & <= 5MT	EE	BW	BP	07	per MT	1	1	5
	> 3MT & <= 5MT(ODC)	EE	BW	BP	08	per MT	1	1	5

	> 5 MT & <= 10 MT	EE	BW	BP	09	per MT	1	1	10
	> 5 MT & <= 10 MT(ODC)	EE	BW	BP	10	per MT	1	1	10
	> 10 & <= 30 MT	EE	BW	BP	11	per MT	1	1	30
2	Min Charges per S/ Bill	EE	BO	JP	01				
	Min Charges per S/ Bill	EE	BO	JP	02				
	< =1 MT	EE	BO	JP	03	per MT	1	1	1
	< =1 MT(ODC)	EE	BO	JP	04	per MT	1	1	1
	> 1MT & <= 3MT	EE	BO	JP	05	per MT	1	1	3
	> 1MT & <= 3MT(ODC)	EE	BO	JP	06	per MT	1	1	3
	> 3MT & <= 5MT	EE	BO	JP	07	per MT	1	1	5
	> 3MT & <= 5MT(ODC)	EE	BO	JP	08	per MT	1	1	5
	> 5 MT & <= 10 MT	EE	BO	JP	09	per MT	1	1	10
	> 5 MT & <= 10 MT(ODC)	EE	BO	JP	10	per MT	1	1	10
	> 10 & <= 30 MT	EE	BO	JP	11	per MT	1	1	30
S06		Oprn Code			Code ext		Load (MT)		
1	Min Charges per S/ Bill	AE	DD	DN	01				
	Min Charges per S/ Bill	AE	DD	DN	02				
	<= 50 Kg	AE	DD	DN	03	per MT	1	2	1
	<= 50 Kg(ODC)	AE	DD	DN	04	per MT	1	2	1
	> 50 Kg & <= 100 kgs	AE	DD	DN	05	per MT	1	2	1
	> 50 Kg & <= 100 kgs (ODC)	AE	DD	DN	06	per MT	1	2	1
	> 100 Kg & <= 500 kgs	AE	DD	DN	07	per MT	1	2	1
	> 100 Kg & <= 500 kgs (ODC)	AE	DD	DN	08	per MT	1	2	1
	> 500 kgs & <= 1 MT	AE	DD	DN	09	per MT	1	1	1
	> 500 kgs & <= 1 MT(ODC)	AE	DD	DN	10	per MT	1	1	1
	> 1 MT & <= 3 MT	AE	DD	DN	11	per MT	1	1	3
	> 1 MT & <= 3 MT(ODC)	AE	DD	DN	12	per MT	1	1	3
	> 3 MT & <= 5 MT	AE	DD	DN	13	per MT	1	1	5
	> 3 MT & <= 5 MT(ODC)	AE	DD	DN	14	per MT	1	1	5
2	Min Charges per S/ Bill	AE	GW	AP	01				
	Min Charges per S/ Bill	AE	GW	AP	02				
	<= 50 Kg	AE	GW	AP	03	per MT	8	16	8
	<= 50 Kg(ODC)	AE	GW	AP	04	per MT	13	26	13
	> 50 Kg & <= 100 kgs	AE	GW	AP	05	per MT	13	26	13
	> 50 Kg & <= 100 kgs (ODC)	AE	GW	AP	06	per MT	8	16	8
	> 100 Kg & <= 500 kgs	AE	GW	AP	07	per MT	8	16	8
	> 100 Kg & <= 500 kgs (ODC)	AE	GW	AP	08	per MT	8	8	8
	> 500 kgs & <= 1 MT	AE	GW	AP	09	per MT	7	7	7
	> 500 kgs & <= 1 MT(ODC)	AE	GW	AP	10	per MT	7	7	7
	> 1 MT & <= 3 MT	AE	GW	AP	11	per MT	7	7	21
	> 1 MT & <= 3 MT(ODC)	AE	GW	AP	12	per MT	7	7	21
	> 3 MT & <= 5 MT	AE	GW	AP	13	per MT	1	1	5
	> 3 MT & <= 5 MT(ODC)	AE	GW	AP	14	per MT	1	1	5
3	Min Charges per S/ Bill	AE	BW	AP	01				
	Min Charges per S/ Bill	AE	BW	AP	02				
	<= 50 Kg	AE	BW	AP	03	per MT	1	2	1
	<= 50 Kg(ODC)	AE	BW	AP	04	per MT	1	2	1
	> 50 Kg & <= 100 kgs	AE	BW	AP	05	per MT	1	2	1
	> 50 Kg & <= 100 kgs (ODC)	AE	BW	AP	06	per MT	1	2	1
	> 100 Kg & <= 500 kgs	AE	BW	AP	07	per MT	1	1	1
	> 100 Kg & <= 500 kgs (ODC)	AE	BW	AP	08	per MT	1	1	1
	> 500 kgs & <= 1 MT	AE	BW	AP	09	per MT	1	1	1
	> 500 kgs & <= 1 MT(ODC)	AE	BW	AP	10	per MT	1	1	1
	> 1 MT & <= 3 MT	AE	BW	AP	11	per MT	1	1	3
	> 1 MT & <= 3 MT(ODC)	AE	BW	AP	12	per MT	1	1	3
	> 3 MT & <= 5 MT	AE	BW	AP	13	per MT	1	1	5
	> 3 MT & <= 5 MT(ODC)	AE	BW	AP	14	per MT	1	1	5

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

14. 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 General terms and conditions, within 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.

SECTION-III

SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.
- (2) **Security Deposit:**
If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute “No Demand Certificate” in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.
- (3) The offers of the bidders who are on the banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The lists of the banned firms are available on BHEL website www.bhel.com on “supplier registration page”.
- (4) Bidders must go through Guidelines for suspension of business dealings/Reverse auction. Guidelines for suspension of business dealings with suppliers/contractors and Reverse auction are available on website www.bhel.com on “supplier registration page”.
- (5) **VALIDITY:** The contract shall be valid for one year after award of LOA or date mentioned as per LOA with the provision of further extension up to one year with the mutual consent.
- (6) **Bills of contractor:** The each Bill shall be submitted along with the following documents, as applicable;
 - (a) Copy of B/L, EP/Exporter copy of S/B(If applicable)
 - (b) Copy of custom attested Invoice, packing list or invoice cum packing list(If applicable)
 - (c) Copy of measurement slip if applicable
 - (d) Original vouchers/ receipt in support of claims for reimbursement (in case the originals have been submitted earlier, copy of same should be enclosed)
 - (e) Warehouse statement for inward and outward records of the packages.
 - (f) Copy of check list for S/B.
 - (g) Copy of BPT chappa/ TSP charges if applicable.
 - (h) Covering letter showing the summary of Bills being submitted. The format for same is provided at the end of the tender. The summary of bills being submitted should all be forwarded to BHEL by email in excel format from time to time.
 - (i) Bills for Drawback Shipping bills is required to submit along with dbk scroll no generated by Custom
- (7) **Taxes & Duties on payments :**
 - (a) GST will be paid extra as applicable
 - (b) TDS will be recovered from bills as per the rules prevalent.
 - (c) Invoice should Contractors Invoice shall indicate BHEL GSTIN no.: **27AAACB4146P1ZF**.
 - (d) Invoice having incorrect GSTIN no will have to be rectified by contractor. Financial liability if any for incorrect GSTIN no will be borne by contractor.
- (8) **Payments**
 - (a)The Bidder 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 SB / Post Parcel after all the packages contained in the SB/ Post Parcel are dispatched to the destination as per Company's instructions. As such the Bills will have to be raised only after the completion of the entire shipment documentation including release of BLs and EP/Exporter copy of the S/Bills and, and payment of all port dues. etc.

- (b) Bills will be submitted by the bidder on weekly basis on the first working day of the week. All Agency bills to be raised within 15 days from the availability of last documents to be submitted as per the list given in clause 8.0 of scope of work (Completion of Shipment (Export)) but not later than 2 months without any specific reason. The Company would not be liable to accept & process any bills submitted beyond the specified period without any satisfactory reason for delay.
- (c) Bills may be prepared as and when they become due under the terms of the contract. Where the payment is to be made on weight basis, it will be made on the Bill of lading weight i.e. dead weight or by measurement (one cubic meter = 415 kg.) whichever is higher. The relevant operation codes (as given in various schedules) to be clearly indicated in the bill.
- (d) Notification/circular to be given for any change in the statutory charges involving agencies i.e. CWC, MIAPL, BPT, Customs, CFS etc. to be furnished by CHA while claiming reimbursement of payment for such revised charges/statutory charges.
- (e) EDI print out of drawback scroll /proof of payment from customs in of drawback S/b to be provided.
- (f) It will be responsibility of the agent to check that the charges levied towards shipping line charges/ CFS charges/ wharfage/ demurrages / detention or any other charge are as per the published rates/tariff. If charges are not matching with published tariff, or tariff is not available, matter has to be referred to BHEL and payment is to be made only after BHEL approval. Any payment made either without matching tariff or BHEL approval shall not be reimbursed.
- (g) The bills of the agencies are to be in the name of BHEL, GSTIN no 27AAACB4146P1ZF .
- (h) 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 n Ph No. 022 – 22171371
Email : salvi@bhel.in
- (i) invoice shall not be entertained without sign and stamped 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.

(9) **Reimbursement**

- (a) Payment made by CHA on behalf of BHEL (Reimbursement of payments made by the CHA on behalf of the Company, can be claimed by the CHA in one bill along with original invoices and receipts of payments, issued by various parties/agencies immediately after event of the payment. Bills which are complete in all respects shall be paid within 15 working days. Incomplete bills will be returned.)
- (b) Payments of regular Agency bills (Payment of all agency bills will be made on fulfillment of all contractual obligations to the satisfaction of BHEL and on submission of bill complete in all respect along with all requisite documents. Bills without all the documents will not be accepted. Generally, 30 working Days for making payment to the CHA)
- (c) THC if paid as per instructions of BHEL would be reimbursed. (The charges levied by CFS, wherever CHA equipments are not permitted would be paid extra as per the invoices/Tariff of the CFS.)
- (d) The Agent will not be entitled to claim any interest or any other charges on delayed payments.

SECTION IV

GENERAL TERMS AND CONDITIONS

1. The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-
 - 1.1. Company shall mean Bharat Heavy Electricals Limited, in short BHEL, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
 - 1.2. "CONTRACTOR" shall mean the individual, or firm or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CHA" or "CARRIER" or "TRANSPORTER" or "MTO" where the context so requires.
 - 1.3. "SITE" shall mean the place or places, including Discharge Port or Project store or any other place/location, as specified in the contract, at which the Cargo/ equipment are to be delivered and services are to be performed as per the specifications prescribed in the contract
 - 1.4. The "CONTRACT" or "CONTRACT DOCUMENT" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Company and the Contractor together with the documents referred to therein including the work order, LOI, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
 - 1.5. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
 - 1.6. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
 - 1.7. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
 - 1.8. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
 - 1.9. "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the contractor. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
 - 1.10. "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Contractor with no claim on either side.
 - 1.11. "CARRIER/SHIPPING/TRANSPORTATION" shall mean the shifting/carrying Cargo by using ships, s, tempo, trucks, trailers (mechanical /hydraulic), dolly, heavy duty railway equipment wagons, aircraft and all other transportation means which shall be arranged by the Bidder for executing the work.
2. **DISCREPANCY AND CONTRADICTION**
 - 2.1. The several documents forming the contract (cl.1.4 above) are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.
 - 2.2. In case of contradiction between Special conditions of contract and Notice Inviting Tender (NIT), Instructions to Bidder, the Technical Specifications and the Special Specifications (if any). The technical specification and the special specification will prevail over Special conditions.
 - 2.3. In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, GM/ROD (Mumbai)/BHEL or his authorized representative shall be the deciding authority with regard to intention of the contract.
3. **COMMENCEMENT OF WORK:**
 - 3.1. The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the contractor fails to

commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regards.

4. ISSUE OF NOTICE:

4.1. The Contractor shall furnish the name, designation and addresses of his authorized agents/associates at Mumbai (India), at the Load Port and at the discharge Port. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent/representative through any mode (e-mail, telegram, fax, letter by courier, ordinary post / registered post / hand delivery or by any other means etc.).

5. ARRANGEMENT OF /TRUCK/TRAILOR/AXELS:

5.1. The Bidder shall arrange the Truck(s)/ Trailer(s) /Axel(s)/Equipments on specific intimation(s) from BHEL in writing or the time/schedule indicated in the LOA/Work order/Contract without delay. If the Bidder fails to do the same as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

5.2. Before arrival of the vessel, the Bidder will inspect the cargo available in Port whether under the custody of the Bidder or BHEL or its supplier or any other authorized representative and ensure its packages are in good condition. Any deficiency in this regard shall be brought to the notice of BHEL in writing suggesting remedial measures to enable BHEL to make it sea worthy. Alternatively, such action can be taken by the Bidder after obtaining written approval of BHEL to the action as well as to the cost. Such cost incurred by the Bidder shall be reimbursed by BHEL to the Bidder, if agreed. After such remedial measures, the Bidder shall be responsible for loading of the cargo on the Ship arranged by the Bidder.

5.3. The Bidder shall also intimate BHEL in writing about the documents required for loading of the cargo on the vessel. He will be responsible for examination of all the required documents before arrival of the vessel and any discrepancy in the same shall be attended to by the Bidder in time to ensure loading on the vessel arranged.

6. DETENTION OF THE CARRIER :

6.1. It will be the responsibility of the Bidder to ensure that all the declared and available cargo is loaded on the vessel in time without its detention. The Bidder shall be fully responsible for detention of the vessel and BHEL shall in no way be liable to pay any detention charges whatsoever.

6.2. In case of non-availability of vehicles to deliver cargo directly to Vessel on its arrival at port, the detention charges of stoppage of vessel at port will have to be borne by the bidder.

6.3. For loading of cargoes from wharf, the availability of Hydraulic axles/trailer/trucks is essentially required at the time of arrival of vessel.

7. DEVIATION / VARIATION IN SPECIFICATION & PRICING

7.1. The specification/dimension/wt of the individual equipment given in the tender/contract is approximate and may vary to any extent. This will, therefore, not be a reason for the Contractor to abandon the work. He will be fully responsible to undertake the work as per the terms & conditions of the contract.

7.2. On account of variation in the scope of work due to change in the specification/dimensions/wt., the contract rate will be modified on pro-rata basis in proportion to the variation in the dimensions/wt. of the individual equipment.

7.3. Similarly, the quantity given in the tender/contract is only approximate and may vary to any extent and the contractor will be responsible to execute the revised quantity (as per the written amendment of BHEL) on the same rates, terms & conditions of the original contract.

7.4. The contractor will continue to execute the revised qty. and / or equipment (with or without variation in the specification/dimensions/wt.) beyond the original validity of the contract on receipt of written time extension from BHEL.

8. RISK PURCHASE:

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

8.2. If at any time during the validity of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision

shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the risk and cost of the contractor and also forfeit the security deposit.

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

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

9. OBSERVANCE OF LOCAL LAWS :

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

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

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

10. SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

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

10.2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as to prevent loss of human lives, injuries, to personnel engaged and damage to property. If the bidder fails to take appropriate safety precautions or to provide necessary safety devices and equipment required as per law of the land, bidder shall be sole responsible for the same and BHEL shall have the right to take corrective steps at the risk and cost of the contractor.

10.3. The Bidder shall insure his workmen against all accidents and the policy shall be presented to BHEL on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person during execution of the contract due to lapses by the bidder, the victim and/or his/her dependents shall be compensated by the bidder as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on bidder and recover the same from payments due to the bidder for suitably compensating the victim and/or his/her dependence before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the bidder for presenting his case. Above safety conditions are not exhaustive but give an idea for the bidder and bidder shall adhere to all safety precautions warranted for the execution of the contract.

10.4. The Bidder shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by BHEL from time to time related to execution of this contract. Bidder shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men, equipment and material.

11. INSURANCE:

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

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

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

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

12. FORCE MAJEURE:

12.1. Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion, insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, land slides, lightning,

Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.

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

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

12.4. Force Majeure conditions will apply on both sides.

13. PREVENTION OF CORRUPTION:

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

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

14. SETTLEMENT OF DISPUTE

14.1. Except as otherwise specially provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the GM ROD of BHEL subject to a written appeal by the Bidder to the GM ROD whose decision shall be final to the parties hereto.

14.2. Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

14.3. If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause below.

15. ARBITRATION

15.1. 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/Region/ Division issuing the contract.

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

15.3. Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Delhi.

15.4. The cost of arbitration shall be borne as per the award of the Arbitrator.

15.5. Subject to the arbitration in terms of Clause 16 above, the Courts at Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

15.6. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed 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.

15.7. In case of contract with Public Sector Enterprise (PSE) or a Government Department : 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 of 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.

16. LAWS GOVERNING THE CONTRACT:

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

17. INDEMNITY:

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

18. SHORT – LANDED OR DAMAGED GOODS.

18.1. It shall be the responsibility of Contractor to give notice of loss (damages or short landing of cargo) as per the relevant rules to the Carriers, Port authorities and Underwriters for non-delivery/short delivery/losses/damages. Under no circumstances, the intimation be time barred. In case of time barred cases, the loss sustained by BHEL shall be to the account of the Contractor.

18.2. In case of goods specified by BHEL and in case of apparent damages, the Contractor will apply for survey by Carriers, Port authorities, Underwriters etc. (including Insurance survey) within 48 hours of landing of goods. If any loss or damage is apparent, the Contractor shall lodge claim with the appropriate authorities.

18.3. The Contractor is responsible for safe transportation of the goods. Contractor shall effect open delivery of the cases of major damage after completing the due processes.

18.4. The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

19. REQUIREMENTS OF PERFORMANCE.

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

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

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

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

20. INDEMNITY:

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

21. SECURITY DEPOSIT

21.1. Successful bidder shall submit 5% of the total contract value as security deposit within Five days of issue of LOA for the contract. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit

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

21.2.1. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

21.2.2. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. Bidder to obtain the proforma for Bank Guarantee format from BHEL on issue of LOA.

- 21.2.3.** Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).
- 21.2.4.** Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Bidder furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith
- 21.3.** If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Bidder or recovered from payment/s due to the Bidder.
- 21.4.** The security deposit shall not carry any interest. (Note: Acceptance of Security Deposit against Sl. No. 21.2.3 and 21.2.4 above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith). Securities / BG's shall be released after Six **(6) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

22. EARNEST MONEY DEPOSIT:

- 22.1.** The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms : Electronic Fund Transfer credited in BHEL account (before tender opening) in below bank account of BHEL *Name: BHARAT HEAVY ELECTRICALS LTD BANK: CITIBANK, FORT BRANCH ACCOUNT NO: 0008279012 IFSC CODE: CITI0100000 MICR CODE: 400037002*
- 22.2.** EMD of the Bidder will be forfeited if:
 - 22.2.1.** After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - 22.2.2.** The Bidder fails to deposit the required Security deposit or commence the work within the period as per LOA/ Contract
 - 22.2.3.** If the bidder declines to accept the LOA or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
 - 22.2.4.** EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Bidders" and forfeited/ released based on the action as determined under these guidelines.
- 22.3.** EMD of successful bidder will be adjusted towards part of the security deposit.
- 22.4.** EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOA/Work Order on successful bidder.
- 22.5.** EMD shall not carry any interest.
- 22.6.** In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs. 2.0 lakh maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months.

23. DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

- 23.1.** If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 23.2.** If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 23.3.** If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 23.1 and 23.2 above.

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

24. PERIOD OF CONTRACT :

- 24.1. The period of CHA contract will be for one **years** from LOI date with the provision of further extension up to one year at mutual consent. Cargo arrived till date of expiry of contract shall be considered under the scope of contract.
- 24.2. 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, terms and conditions of the contract.
- 24.3. 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 Agent who shall not be entitled for any compensation by reason of such termination.
- 24.4. If at any time during the currency of the contract, the Agent fails to render all or any of the services required under the scope of work satisfactorily in the opinion of the Company, whose decision shall be final and binding on the Agent, the company reserves the right to get the work done by other parties or departmentally at the Agent's risk and cost.
- 24.5. In the event of the Agent 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 Agent any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract.
- 24.6. The Agent shall not split or transfer to any other party any part of the contract during the currency of the contract.
- 24.7. The Agent shall immediately intimate any change in the address of the Office and Warehouse during the period of Contract.
- 24.8. Whenever asked by company, all documents will be returned by Agent immediately not later than week, failing which appropriate action as deemed fit by the company will be taken.

25. INVOICES AND PAYMENTS

- 25.1. The Bidder will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 25.2. The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- 25.3. Bidder to intimate immediately on the day of Export of Goods to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances. Postal address and email ID shall be intimated later. Portal Address – Shall be intimated later and Email Address – Shall be intimated later. In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
- 25.4. In case of raising any Invoice/ Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as required as per applicable GST Act & Rules.
- 25.5. Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- 25.6. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
- 25.7. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your 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 the bidder along with interest levied / leviable on BHEL.
- 25.8. In case of LD recovery the applicable GST shall be also be recoverable from the bidder.
- 25.9. The Freight shall be paid on the actual quantities Shipped /Transported.

25.10. The payments shall be made through RTGS/NEFT. The Bidder would be required to submit bank details for receiving the payments.

26. Taxes & Duties

- 26.1.** All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable in India are included in the quoted price. GST & applicable Cess, if any, in India will be payable extra as enumerated in Payment terms.
- 26.2.** TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 26.3.** TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills.
- 26.4.** Bidder shall raise GST compliant Invoice on BHEL. BHEL GSTN details shall be provided to the bidder before Invoicing.
- 26.5.** Any new taxes other than that on cargo at any stage during the execution including extension of contract, if any, shall have to be borne by the bidder. Quoted/accepted rates/ price shall be inclusive of all such requirements.

27. REVERSE AUCTION:

- 27.1.** BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- 27.2.** Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the *tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com)*.
- 27.3.** The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope Sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**
- 27.4.** If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Bidders (as available on www.bhel.com)."

28. LICENSE/ PERMISSION/ REGISTRATION:

- 28.1.** Wherever any Licence /Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Bidder shall at his own cost arrange for such Licence/ Permission/ Registration. Bidder shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The Bidder shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the Bidder. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Bidder shall be entertained by BHEL for any breach of the provisions/Acts or laws by the Bidder.
- 28.2.** In case of Risk Purchase is enforced, The Bidder will hand over the clean cargo along with all related documents, NOC etc without any financial bearing to BHEL, enabling BHEL/BHEL nominated freight forwarder to carry out the work further.

- 28.3.** It shall be the duty of the Bidder to acquaint him with all safety regulations regarding handling equipment and Road Transportation of all types of containers/cargo. The Bidder shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 28.4.** The Bidder shall indemnify BHEL against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.
- 28.5.** No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.
- 28.6.** The Bidder is responsible for safe transportation of the goods. Bidder shall effect open delivery of the cases of major damage after completing the due processes.
- 28.7.** The Bidder will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

29. TIME LIMIT FOR SUBMISSION OF BILLS

- 29.1.** The Bidder shall make a claim for the services rendered under this contract to BHEL within **(1) One months** of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 29.2.** No claim in respect of under payment to the Bidder shall be considered valid or entertained unless a claim in writing is made thereof within **(1) One months** from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 29.3.** However, in case of any specific issue over which the Bidder had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the General Manager, notwithstanding what has been laid down in the Clause on Payment. The decision of the General Manager shall be final and binding on the Bidder.

30. INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:

30.1. Commitment by BHEL:

- 30.1.1.** BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

30.2. Commitment by Bidder/ Supplier/ Contractor:

- 30.2.1.** The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- 30.2.2.** The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 30.2.3.** The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
- 30.2.4.** If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on **www. bhel.com and/or under applicable legal provisions**".

31. CANCELLATION OF THE CONTRACT:

- 31.1. BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security deposit for poor performance of Bidder leading to cancellation of contract.
- 31.2. If the Bidder fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Bidder any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the BIDDER under the contract.
- 31.3. BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.
32. **BHEL FRAUD PREVENTION POLICY:** Bidder along with its associate/collaborators/sub-contractors/ sub vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
33. **E- PROCUREMENT:**
 - 33.1. This tender will be conducted, evaluated and finalized online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform website as given in the General Information table.
 - 33.2. Neither the Organization (Bharat Heavy Electricals Ltd.) nor the e_procurement service provider(as given General Information table) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose
34. **PROGRESS REPORTING**
 - 34.1. The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the Bidder intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.
 - 34.2. The daily reports shall clearly indicate the work force deployed, category-wise, specifying also the activities in which they are engaged.
 - 34.3. Weekly progress review meetings will be held at any suitable location during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. For discussions, the Bidder shall present program of subsequent week. The Bidder shall constantly update/revise his work program to meet the overall requirement.
 - 34.4. Periodic progress reviews on the entire activities of execution in respect of scope of bidder will be held once in a month at any location. These meetings will be attended by reasonably higher officials of the Bidder and will be used as a forum for discussing all areas where progress needs to be speeded up. The Bidder shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
 - 34.5. During execution Bidder shall take colour digital photograph on mobile and forward on whatsapp/email etc for each milestone every month/fortnight/week as applicable for all important activities of the works during progress and after reaching of consignment at major locations.
 - 34.6. Successful bidder has to provide for electronic/ computerized storing and re-production/ printing/ plotting of various data, photo, protocols, measurements etc. These may be stored in CD/Removable hard disk (as per requirement) and handed over to BHEL on monthly basis.
 - 34.7. The bidder shall be bound to report movement progresses of all outgoing consignments through electronic communication systems such as Fax, Mobile telephony/STD hones/Roaming cell phones, email, web based monitoring system or any other mode desired by BHEL at regular intervals.
 - 34.8. For consignments carried by Hydraulic trailers, the transporter shall ensure that the vehicle driver carries with him a mobile phone to enable BHEL/Customer to contact him for monitoring the

progress. The mobile phone No. shall be intimated to BHEL before the consignment is moved. Besides, daily status of movement shall be conveyed by e-mail to BHEL.

35. CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

- 35.1.** Bidder shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance
- 35.2.** Bidder shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract
- 35.3.** Any document supplied to the Bidder in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Bidder's performance under the Contract if so required by Company. All information obtained by Bidder in the conduct of operations and the information/drawings/documents provided to the Bidder shall be considered confidential and shall not be divulged by Bidder or its employees to anyone other than the Company's personnel. This obligation of Bidder shall be in force even after the termination of the contract.

36. STACKING AND TILTABILITY OF CARGO/PACKAGES :

- 36.1.** The cargo should be stacked as per usual shipping standard practices. However if any specific stacking information required the same can be given by MUs.
- 36.2.** Definition of General cargo and Over Dimension cargo is given in General terms and condition of the contract.

- 37. MSE suppliers** The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government. 25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.

The definition of MSEs owned by women Entrepreneurs is clarified as under:

- i. In case of proprietary MSE, Proprietor shall be woman
- ii. In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.
- iii. In case of private limited companies, at least 51% shall be held by Women Promoters.

(Such enterprise will have to submit relevant document for proof of women ownership during offer submission)

In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyog Aadhar No along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening.

No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening. Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "

Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories:

- (a) Enterprises owned by Scheduled Castes.
- (b) Enterprises owned by Scheduled Tribes.
- (c) Enterprises owned by other than above two categories

The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.)

If more than one valid MSE supplier stands with in range of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier.

Note: Wherever for splitting of order, if splitted quantity comes out <1, the splitting of order will not be feasible. (for MSE vendors).

Further updates or any changes, will according to MSE procurement policy. Traders will be excluded from the above MSE benefit as per MSE public procurement policy.

For MSE vendors getting award-

In order to get benefit to MSE suppliers in Bill timely payment MSE supplier will have to send the original hard copy of Udyog Aadhar No (UAN) supported by CA certificate of last financial year Scanned copy is not acceptable for MSE consideration.

Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2006 subject to fulfilment of above procedure.

Note: vendor need to go through Special conditions tender also for any special instruction & deviation from above.)

SECTION-V

TECHNO- COMMERCIAL BID (RE/MUM/EXP/ER-1904)

Sn	Description	Remarks
1.	EARNEST MONEY DEPOSIT Rs. 97591/- : The Bidders, should submit EMD in as suggested in General Terms and conditions. EMD is interest free as per tender conditions. Offers without EMD shall not be considered. The EMD will be refunded to the unsuccessful bidders. A/C details : Name : BHARAT HEAVY ELECTRICALS LTD, BANK : CITIBANK, FORT BRANCH ACCOUNT NO : 0008279012, IFSC CODE : CITI0100000, MICR CODE : 400037002 UTR details shall be furnished vide email and intimated through E-mail before opening of tender.	(Details of the EMD to be provided here)
2.	Bidder must have valid Custom House Agent (CHA) License from Customs in their name	Self certified copy to be submitted
3.	Valid AEO/LO certificate from Customs in the name of CHA.	Self certified copy to be submitted
4.	Bidder must have an average annual turnover not less than Rs 15 lakhs in for the last 3 years. (i.e for FY year 15-16,16-17,17-18) (Copy of CA certificate with audited balance sheet to be uploaded. Bidder may also submit FY details for 2016-17, 17-18 & 18-19 if audit for 2018-19 is completed.	
5.	Bidder must submit experience of having successfully executed “CHA Contract ” in the last 7 years (ending last day of month previous to the one in which the tender is floated) as under (a) Three contract of value not less than INR 20 Lakhs each or Equivalent or (b) Two contract of value not less than INR 24 Lakhs each Or (c) One contract of value not less than INR 39 Lakhs each (1) If work order/POs does not specify the value of the contracts, the same should be certified from customers. In that case the documents required will be work order/contract copy, customer certification for contract value and satisfactory completion certificate from customer. (2) The party who submits only work order or contract copy and does not submit satisfactory completion certificate from customer will not be considered. (3)The party who submits only satisfactory completion certificate from customer and does not submit relevant copy of work order/contract will not be considered. (4) Work completion certificate should specifically mention the value of work completed duly certified by customer.	Copies of contract /work order along with copies of satisfactory completion certificate
6.	Bidder should have their own closed and covered warehouse (closed shed) in the vicinity of Nhava sheva / JNPT or tie up with associate having such a warehouse facility with a capacity to store at least 500 CBM at any point of time. (Address of warehouse and Self declaration if the facility is owned by the bidder / letter of support from the ware house owner to be uploaded on e-portal by the party. Warehouse should have weighment facility(Min upto 10MT) , CCTV Camera, Closed/Shaded warehouse, loading/unloading facility, proper security etc	Agreed
7.	Valid GST Registration	Copy to be uploaded
8.	The Bidder should not have been banned/Suspended for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank as on	A self-certification should be submitted

	date of publication of NIT.	
9.	The Bidder should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the bidder.	A self-certification should be submitted
10.	Tender Documents: Entire tender document including forwarding letter of the tender document along with blank price bid duly signed and stamped on each page is to be submitted/Uploaded on E-portal	Given/Uploaded
11.	Offers of those bidders either whose performance is not satisfactory with BHEL in last Three years or Risk purchase has been initiated/operated by BHEL in last Three years, shall not be considered for evaluation. Also offers of those bidders who are sister concern/partners/ subsidiary/Co subsidiaries or group companies of such companies whose performance with BHEL is not satisfactory or Risk purchase has been initiated/operated by BHEL in last Three years , shall not be considered for evaluation	Agreed
12.	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be submitted/Uploaded on E-portal	Given
13.	<u>PAYMENT TERMS:</u> As Specified in the General terms and conditions	Agreed
14.	<u>INDEMNITY</u> As Specified in General Terms & Conditions.	Agreed
15.	<u>ARBITRATION</u> As Specified in General Terms & Conditions.	Agreed
16.	<u>FORCE MAJEURE</u> As specified in the General Terms & Conditions.	Agreed
17.	<u>ADDITIONALWAR RISK INSURANCE:</u> In the event of war or war like situation, additional war risk premium if any as per notification of the Lloyd's surveyor/Insurance additional insurance premium paid receipt for war risk, pro rata, insurance for Hull machinery for the BHEL cargo may be considered for payment.	Agreed
18.	<u>TAXES/TDS :</u> GSTwill be paid extra as applicable.TDS will be recovered from bills as per the rules prevalent	Agreed
19.	<u>VALIDITY</u> The period of CHA contract will be for one years from LOI date with the provision of further extension up to one year by mutual consent. Cargo arrived till date of expiry of contract shall be considered under the scope of contract.	Agreed
20.	<u>GOVT.RULES & REGULATIONS:</u> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licences, and permits for operation in India / transit country / discharge countries. It is obligatory for CONTRACTOR to comply with regulating requirements in discharge port countries are fully met before award of the contract.	Agreed
21.	<u>RISK PURCHASE</u> As Specified in General Terms & Conditions.	Agreed
22.	RA terms and condition: As per general terms and condition. The discount offered in price bid shall be uniformly applied to each BHEL slab rate to arrive to final price and no individual slab discount change request is permitted.	Agreed
23.	Drawback: CHA process all drawback claims and resolve all queries of customs and ensure the drawback amount is deposited in BHEL account. Weekly report on drawback status for each S/B required to be submitted through email	Agreed

SECTION –VI

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

M/s Bharat Heavy Electricals Limited,
15th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Sub : Your Tender no RE/MUM/EXP/ER-1904

Dear Sir,

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

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

Further, it is also confirmed that we have submitted the price bid in your price bid format only without any deviations / conditions.

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

Thanking you,

Yours faithfully,

Name/Signature of the signatory.

Stamp.

SECTION VII

PRICE BID

We are ready to do the work on _____% of the BHEL Schedule rates

(For all Schedule S05 to S06, (Mention in words also) (No decimal to be quoted)

Note:

- 1- The % of quoted above shall be uniformly applied to all BHEL slab rates. (For Schedule Schedule S01 to S07A)
- 2- BHEL Slab rates are exclusive of GST.
- 3- No individual slab rate discount is permitted.

Example 1.

If bidders quotes 110 %, each slab quoted rates will be 1.1 times BHEL slab rate

Example 2.

If bidders quotes 80 %, each slab quoted rates will be 0.80 times BHEL slab rate

SECTION VIII
BHEL Slab Rates

Schedule -S04

SN.	Operation Code	Operation Description	Measuring Unit	Rate(Rs)
1	OG ST OG	Storage Charges per week on prorata basis (First 7 days Nil) Payable from receipt of the package of the consignment in warehouse. For weight of less than 1 MT, payment will be made for 1 MT (Warehouse should have weighment facility(Min upto 10MT) , CCTV Camera, Closed/Shaded warehouse, loading/unloading facility, proper security etc)		
		Storage of cargo in warehouse	Per ton per week	142
2		Custom Examination Charges (including labour, carpenter and handling etc)		
	OS EX GR	(A) Customs examination charges for DEEC and DBK S/Bs		334
	OS EX TR	(B) ODC packages are examined on Trucks/Trailers (Hook Delivery)	Per S/B	468
3	OS SE XX	Survey Expenses, including labour, carpenter and handling(Including External, Detail and for measurement etc)	Per package per instance	375
4	OS WP XX	For weighment procedure when weighment is ordered including loading and unloading involved	Per Ton	391
5	OS AD XX	For additional loading OR unloading operation as per BHEL instruction like Back to town etc.	Per Ton	375
6		Service Charges for amendment of S/B/ Other documents		
	OS AM VX	(A) Vessel amendments on S/B		468
	OS AM FX	(B) Amendment of FOB/CIF value/ No. Of Packages / Description etc on shipping bill	Per S/B	1250
7		Service charges for obtaining additional documents		
	OS AD SB	(A) Obtaining duplicate S/B		453
	OS AD CO	(B) Obtaining GSP/ Certificate of Origin		453
	OS AD LE	(C) Obtaining Certification/Legalisation from the Consulates/Embassies	Per document	547
8		Service charges for marking/ changing markings on packages as per BHEL instructions		
	OS MK ID	(A) Inside Docks		172
	OS MK GD	(B) Inside Warehouse	Per package	141
9		Cancellation of S/Bs/Auction sale notice		
	OS CC SB	(A) Cancellation of S/B		468
	OS CC AU	(B) Cancellation of Auction/Sale notice	Per S/B	625
10	OS DE CV	Conversion of S/B i.e. Drawback to DEEC or DEEC to Drawback/ Registration of AD Code/Bank Account details in Customs/ Customs Alert Removal NOC letter / Processing of Drawback under Sec-74 and other claims	Per S/B	1093
11	OS DR RG	Service charges for Computer registration of DEEC/EPCG License	Per License	718
12	OS SS XX	Providing Security Services in Port	Per person, per shift	297
13	OS MR AP	Minor Repair of Packages by the way of Strapping at the Airport	Running Ft length	156
14	OS WT XX	Transportation and labour charges for shifting of packages from WTC/other offices/other warehouse & vice versa.	Per vehicle (mini truck/ full truck)	3905

BHEL Schedule S05-A
Rates for Clearance, Transportation including loading and unloading for Exports at Mumbai Sea Port / Nhava Sheva

SNo.	Operation Code & Operation Description	Minimum Charges per S/ Bill in Rs.		Rate (in Rs.) per MT for package in the slab of;									PER PACKAGE RATE (in Rs) in the slab of		
				Upto 1 MT		Above 1MT to 3MT		Above 3MT to 5MT		Above 5 MT to 10 MT		Above 10 to 30 MT	Above 30 to 50 MT	Above 50 to 75 MT	Above 75 to 100 MT
		Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC				
Operation Code Extension (Last Digits) --->>>		01	02	03	04	05	06	07	08	09	10	11	12	13	14
Break Bulk / Container Cargo															
1	ME DD HS : Clearance of materials being delivered under the hook or CFS or any other stuffing point inside Mumbai docks / JNPT including unloading	3592	4217	579	735	735	891	891	1047	1264	1483	1695	44513	63256	84341
2	ME CP HK : Clearance of materials being delivered first to the carting point, unloading & loading, transportation under the hook inside Mumbai docks	4529	5373	641	797	797	954	954	1121	1327	1538	1948	49433	83248	110998
3	ME CP ST : Clearance of materials being delivered first to the STP or any other consolidation point in Mumbai Port Trust, shifting the same upon arrival of vessel at Place of berthing ,all unloading & loading, transportation under the hook inside Mumbai docks	4842	5467	797	965	954	1121	1110	1277	1483	1651	1836	52955	80358	107145
4	ME CF ST : Clearance of materials being delivered first to the STP or any other consolidation point in Mumbai Port Trust, shifting the same upon arrival of vessel at Free carting area, unloading & loading, transportation under the hook inside Mumbai docks	4373	4998	801	957	957	1114	1114	1279	1495	1679	1851	65989	96055	128074

BHEL Schedule S05-B

Rates for Clearance, Transportation including loading and unloading for Exports at Mumbai Sea Port / Nhava Sheva

SNo.	Operation Code & Operation Description	Minimum Charges per S/ Bill in Rs.		Rate (in Rs.) per MT for package in the slab of;											
				Upto 1 MT		Above 1MT to 3MT		Above 3MT to 5MT		Above 5 MT to 10 MT		Above 10 to 30 MT	Above 30 to 50 MT		
		Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC				
Operation Code Extension (Last Digits) ---->>>		01	02	03	04	05	06	07	08	09	10	11	12		
1	ME GO HS : Clearance of cargo being Unloaded at CHA's / Transporter's warehouse outside or inside BMC limits, Transportation directly under the hook or to the stuffing point inside Mumbai docks	4686	5310	797	965	954	1121	1110	1277	1797	2116	2460	44115		
2	ME GO CH : Clearance of cargo being Unloaded at CHA's / Transporter's warehouse outside or inside BMC limits, Transportation first to carting point and then under the hook inside Mumbai docks	5623	6091	822	978	978	1135	1274	1430	1933	2246	2672	52018		
3	ME GO SP : Clearance of cargo being Unloaded at CHA's / Transporter's warehouse outside or inside BMC limits, Transportation to the CFS or any other stuffing point at JNPT	5310	5779	797	954	978	1135	1274	1430	1897	2209	2526	36618		
4	ME GT AD : Additional per Ton Charges for the cargo to be transported to STP or any other consolidation area in case of items covered in above schedules from 3 to 8 above	5310	5779	669	825	825	981	981	1138	1169	1481	2106	28496		

BHEL Schedule S05-C

Rates for Clearance, Transportation including loading and unloading for Exports (Back to town) at MPT/Nhava Sheva/AIRPORT

Serial No.	Operation Code & Operation Description	Minimum Charges per S/ Bill in Rs.		Rate (in Rs.) per MT for package in the slab of;								
				Upto 1 MT		Above 1MT to 3MT		Above 3MT to 5MT		Above 5 MT to 10 MT		Above 10 to 30 MT
		Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	
Operation Code Extension (Last Digits) --->>>		01	02	03	04	05	06	07	08	09	10	11
Back to Town												
1	ME BT AM: Clearance and Transportation from inside Docks/ CFS or any other stuffing point to Airport or Airport to Mumbai Docks for re-export and vice versa.	4061	4061	385	399	430	430	479	479	585	641	829
2	ME BT JM: Clearance and Transportation from inside Docks/ CFS or any other stuffing point to JNPT or JNPT to Mumbai Docks for re-export	4217	4217	590	604	590	604	590	604	635	699	797
3	ME BT WP: Clearance and Transportation from inside Docks/ CFS / Wharf or any other stuffing point to other CFS/ Wharf within same Port Limits	4217	4217	643	643	635	651	682	735	774	825	992
4	ME BT AJ: Clearance and Transportation from inside Docks/ CFS or any other stuffing point/ Airport to JNPT / CA's warehouse outside Mumbai limits.	4842	4842	713	763	774	859	774	859	1022	1169	1305

BHEL Schedule S05–D

Rates for Clearance, Transportation including Ex-bonding, loading and unloading for Exports at CFS/BPT/JNPT

Serial No.	Operation Code & Operation Description	Minimum Charges per S/ Bill in Rs.		Rate (in Rs.) per MT for package in the slab of;								
				Upto 1 MT		Above 1MT to 3MT		Above 3MT to 5MT		Above 5 MT to 10 MT		Above 10 to 30 MT
		Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	
Operation Code Extension (Last Digits) --->>>		01	02	03	04	05	06	07	08	09	10	11
Break Bulk Cargo												
1	EE BW BP: Clearance and exbonding of Sec 69 cargo from bonded warehouse , unloading at carting point and transportation under the hook in BPT (irrespective of location of bonded warehouse i.e within BMC limit or outside BMC Limit)	4436	4748	621	666	674	705	697	746	825	910	1149
Containerized Cargo												
2	EE BO JP: Clearance and exbonding of Sec 69 cargo from bonded warehouse, loading and Transportation to any other stuffing point at JNPT,CFS. (irrespective of location of bonded warehouse i.e within BMC limit or outside BMC Limit)	5560	5873	622	666	674	705	760	809	809	888	1211

BHEL Schedule S06

Rates for Clearance, Transportation including Exbonding, loading and unloading for Exports at Mumbai Airport

Serial No.	Operation Description	Minimum Charges per S/B in Rs.		Rate (in Rs.) per MT (per S/B) for package in the slab of;										Above 3 MT to 5 MT	
				Upto 50 Kg		Above 50 Kg to 100 kgs		Above 100 Kg to 500 kgs		Above 500 kgs to 1 MT		Above 1 MT to 3 MT			
		Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC
Operation Code Extension --->>>		01	02	03	04	05	06	07	08	09	10	11	12	13	14
On Delivery basis (Received through Road)															
1	AE DD DN: Clearance of materials Unloaded directly at Airport/ Air port carting point/Airport warehouse	4529	4529	322	322	322	322	604	604	643	643	697	697	715	715
2	AE GW AP: Clearance of materials Unloaded at CHA's warehouse, Further loading & Transportation to Airport/ Air port carting point/Airport warehouse	4529	4529	322	322	322	322	524	524	557	557	621	621	621	621
For Exbonding															
3	AE BW AP: Clearance and exbonding of Sec 69 cargo from bonded warehouse within or BMC limits, loading and Transportation to Airport	4529	4529	366	370	399	399	461	480	510	510	541	574	574	588

Scope:

The rates mentioned in the following schedules of Agency , Handling (including Loading & unloading) and Transportation Charges, in their totality, will cover all charges, except those mentioned specifically elsewhere in the Rate Schedules, as per the scope of contract from the time the Agent receives the intimation from the Company regarding the arrival of Import/ Export goods till their despatch/ loading, as per the instructions of the company, and receipt of MR/ RR/ AWB/ BL etc by the Company. These rates will include charges for:

- Processing of S/Bs and all other related activities as defined in the scope of the tender.
- Charges for Opening and repacking of boxes for customs examination are included in the Customs Examination charges as per schedule S04
- Charges for Opening and repacking of boxes for customs examination for free S/Bs are included the rates offered.
- Wharfage / Demurrage / Storage / Ground rent / Terminal Service Charges at CFS / other statutory and mandatory charges to be reimbursed by BHEL against documentary evidence.
- Transportation of Normal and ODC consignments to CHA Warehouse and CWC
- Loading/ Unloading at CHA Warehouse
- Booking of Consignments to Transporters Warehouse
- All other work specified in the Tender

Basis of Calculation:

- **The rate is per Dead weight ton or Measurement weight (1.0 CBM = 415 Kg), whichever is higher.**
- For determining the slab, no rounding off will be done.
- Weight/ Dimension shown Packing List will be final. However, in case of variance of more than $\pm 5\%$ from the packing list measured volume by bills or any other authorized surveyor will be taken as final volume/measurement weights.
- In case of Non heavy lift consignments of Export, packing list supplied by the Units or the actual measurement done at the port by Approved /Authorised Measurers shall be considered.
- In case of Heavy lift consignments of Export where ever measurement cannot be done at port, packing list shall be considered.
- In each S/B the chargeable weights of all the packages falling under each slab will be summed up to find total weight under a slab and rounding up for the weight as defined above shall be made for each slab weight so arrived.

ODC Packages:

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

Length	Width or Breadth	Height	Weight/ Volume
6.0 Meters	2.0 Meters	2.0 Meters	10.0 MT

Annexure Ia
Daily Status Report for Air Shipment of BHEL

SR. NO .	CHA REF NO	Inv No.	Destin ation Port	Pkgs	Wt (KgS)	DOC Recd. date	AWB no	AWB date	Cargo Received date	TSP no	Clearance Date	S/B type (DEEC / Free/ DBK)	S/B No and date	S/B LEO date	Current Status	Carr ier	Flight no.	Flight date	S/B EC Copy forward ing dt to BHEL	S/B EP/Exporte r copy fwd'g date to BHEL
1	2	3	4	5	6	7	8	9	14	15	16	17	18	19	20	21	22	23	25	26

Annexure Ib

Format of covering letter for submission of BPT Chappas

DATE:-

TO,
BHEL

ENCLOSED SUMMERY STATEMENT									
Sr.No.	Inv. No	S/Bill No. & Date	Bill No. & Dt.	Port Charges	Demurrage Charges	B.P.T. Chappa Amount	Service Tax Rs.	Total Amount Rs.	B.P.T. Chappa No. &Date
1									
2									
3									
4									
5									
6									
7									
8									
9									

Annexure Ic

Format for submission of closed of S/B

To
BHEL
Date:

Dear Sir,

Please find enclosed Following S/B, Custom attested invoice and Pkg list in original.

Sno	BHEL Inv. no.	Inv. Dt.	S/B no	S/B date	B/L /AWB no
1					
2					
3					
4					
5					

Annexure Id

Format for submission of closed S/B

To
BHEL
Date:

Dear Sir,

Please find enclosed Following S/B, original Mate receipt.

Sno	BHEL no.	Inv.	Inv. Dt.	S/B no	S/B date	B/L /AWB no
1						
2						
3						
4						
5						

Annexure Ie

Abbreviations:

1. BHEL – Bharat Heavy Electricals Ltd.
2. CHA / CA – Customs House Agent
3. S/B – Shipping bill
4. ODC – Over Dimension cargo
5. OPCDEXT - Operation Code Extension
6. OPCD - Operation Code
7. CFS- Container Freight Station
8. ICD - Inland Container Depot
9. DGFT – Directorate General of Foreign Trade
10. JNPT – Jawaharlal Nehru Port Trust
11. MbPT / BPT – Mumbai port Trust
12. EP – Export Promotion
13. EC – Exchange control
14. PD – Personal deposit
15. DBK - Drawback
16. DEEC – Duty Entitlement Exemption certificate
17. EPCG – Export Promotion Capital Goods
18. ICEGATE – Indian Customs and Excise Gateway
19. LR – Lorry Receipt
20. LEO- Let Export Order
21. EGM- Export General Manifest
22. GSP –Generalised System of Preference
23. EIA – Export Inspection Agency
24. STP – Sewree Timber Point
25. CONCOR - Concor Container Corporation Of India
26. CWC – Central warehousing corporation
27. NEFT - National Electronic Funds Transfer
28. MICR – *Magnetic Ink Character Recognition*
29. RTGS - Real Time Gross Settlement
30. IFS – Indian Financial System Code
31. SWIFT - Society for Worldwide Interbank Financial Telecommunication
32. GR - Guaranteed Remittance
33. MT – Metric Tonne
34. BMC – Brihan Mumbai Municipal corporation
35. GM –General Manager
36. ROD – Regional Office Division
37. WTC- World Trade Centre
38. MIAPL -Mumbai International Airport Private Ltd
39. SDF – Standard declaration form
40. ARE – Application for Removal of Excisable Goods
41. B/L - Bill of Lading.
42. TSP charges- Terminal, Storage And Processing *Charges*

1.75.6 For per Invoice or S/B if further cargo is delivered, the same shall be stored together at one place.

List of Tools & Plants

List of equipments / Machinery / T&P owned by the contractor and proposed to be deployed by the contractor for this work.

NOTE: Tenderers are required to furnish the details as desired below with regard to the equipment's machinery, tools & plants, consumables and workshop facilities owned by them along with documentary proof for the same.

sno	Name of the equipments	Total Qty.	Quantity Proposed Available	Type Capacity to be deployed	Year of manufacture	Date of Purchase	Registration no.	Present location	Utility factor
1	2	3	4	5	6	7	8	9	10