

TENDER NO: RE/MUM/IMP/AC/CH-1630

TENDER FOR APPOINTMENT FOR CUSTOMS HOUSE AGENT

TENDER NO: RE/MUM/IMP/AC/CH-1630

	Bharat Heavy Electrical Limited (A Govt. of India Undertaking) Regional Operation Division 14/15th Floor, World Trade Centre-1 Cuffe Parade, Mumbai – 400 005
---	---

LAST DATE OF SUBMISSION

: 16th December 2016

: 1530 Hrs

TENDER NO: RE/MUM/IMP/AC/CH-1630**No. RE/MUM/IMP/AC/CH-1630****Date: 25/11/2016**

To

M/s _____

Dear Sirs,

BHEL , Govt. of India Undertaking, a “Maha Ratna” Company 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 Mumbai office is supporting the various manufacturing units of BHEL for custom clearance of Imports from various countries. During 2015-16 imports of 1437 B/Es approx. of Sea and Air shipments having total tonnage of 18155 tons approx. have been handled by Mumbai office. BHEL desires to appoint CHAs, for custom clearance and related activities for Import of consignments at Mumbai/JNPT Ports, Air Cargo Complex and other 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 two years. Services of 2 Nos of CHAs will be considered for engagement.

BHEL has finalized CFS currently i.e. JWC Logistics park Pvt Ltd and maximum number of FCL consignments will be customs cleared at the said CFS.

The tender comprises of

Sr No	Description	Section
1	Scope of Work	I
2	Instructions to Bidders	II
3	Technical Requirements	III
4	General Terms and Conditions	IV
5	Special Conditions	V
6	Techno Commercial Format	VI
7	Letter of Compliance	VII
8	Price BID	VIII

GENERAL INFORMATION

1	Name and Address of concerned persons for Tender BHEL ROD Mumbai Mrs. Julie Srivastava, Additional General Manager (Import) Mr. Pankaj Gajallewar Dy. General Manager (Import) Mrs. Pallavi Gupta Sr. Engineer (Import) Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15 th Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra India	Phone Nos. & Email Ph No. 022- 22171340 Email : julie@bhel.co.in Ph No. 022- 22171370/377 Email : pankajg@bhel.in Ph No. 022- 22171355 Email : pallavi.gupta@bhel.in
2	EMD Amount	Rs. 325000 /-
3.	Pre Bid Meeting	06-12-2016
4.	Time Limit for EMD Submission	16 th December 2016 by 15:30 Hrs
5.	Last Date of Submission of the Tender through e-Procurement system	16 th December 2016 on 16:00 Hrs
6.	Date and time of opening of Price Bid / Reverse auction.	Information will be furnished vide email separately.

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://bheleps.buyjunction.in>.

Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. However this tender may be finalized through online Reverse Auction. Bidders are request to quote their most competitive prices through the online e-procurement portal / system.

In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk in Junction Services Ltd. at **033-6601 1717** or BHEL representative, Mr. Vaibhav Khanna/ Pallavi Gupta at **9930231133/7506645318**. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

1. The offers shall Include

1) **EMD :-**

The EMD of Rs. 325000/- in favor of BHEL, enclosed in an envelope, super scribed as
“ EMD for Tender No (Write Full Tender No) MUST BE HANDED OVER TO BHEL

TENDER NO: RE/MUM/IMP/AC/CH-1630

REPRESENTATIVE Mrs. Pallavi Gupta, Sr. Engr / Mr. Pankaj Gajallewar, DGM (Imports) latest by **15:30 Hrs** on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system at the following address : BHEL,ROD,14/15th Floor, WTC-1, Cuffe Parade, Mumbai-400 005 on **16/12/2016 at 15 00 Hrs.**

2) Techno-Commercial Bid :-

The techno commercial bid is to be filled and uploaded with full required documents online on E-Tendering Portal of BHEL at web address <https://bheleps.buyjunction.in> latest by **15:30 Hrs on the day of Tender submission date.** This includes documents required as per Qualification Criteria of Techno commercial Section, all self certification as per Techno commercial section, entire tender document along with blank price bid, compliance letter on company's letter head, duly filled format for techno commercial bid, amendment if issued to the tender with sign and seal on each page. The techno commercial offers shall be opened on **1600 Hrs on the same day of Tender submission date.** Hard copies other than those mentioned in the tender of commercial offers shall not be accepted for evaluation.

3) Price Bid /Reverse Auction :-

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

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

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

No slab rates are required to be quoted. The percentage increase or decrease quoted in price bid will be uniformly applied to each BHEL slab rate to arrive at final slab rate. No modifications to the work contained in the items/individual rates will be allowed.

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

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

Instruction for Participation in the Tender through eProcurement

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

The contact details of the DSC Certifying authorities are given below

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

Registered vendors of BHEL, ROD Mumbai may participate in the tender directly on BHEL, ROD Mumbai e-Procurement portal at address <https://bheleps.buyjunction.in>.

The new vendors who are not registered with BHEL, ROD Mumbai and are interested to participate in the tender will have to register and map their respective Digital Signature Certificate with specification Class-III, SHA-2, 2048 bit Signing and Encryption at BHEL e-Procurement website: <https://bheleps.buyjunction.in> . For registration assistance, users may please contact M junction Helpdesk @ 033-6601 1717 between 9.30 am till 5.30 pm.

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

Bidders are invited for Pre-Bid Meeting for any clarification on the tender documents which will be held at BHEL,ROD,14/15th Floor,WTC-1,Cuffe Parade,Mumbai-400 005 on 06/12/2016 at 15 00 Hrs.

SECTION- I

SCOPE OF WORK AND OTHER CONDITIONS

1.0 Role of Agent

The agent shall act as Customs House Agent for BHEL in Sea Ports/CFS etc in and around Mumbai (Mumbai/Nhava Sheva Port) and Mumbai Airport for all the materials (like Plates, Sheets, Pipes, CRNGO Coils, Structural Steel, Copper Ingots, Nickel (including Non-ferrous), Forgings, Castings, Capital Goods, Machinery, components of Gas Turbines, Generator/Compressor, Machine tools, Defense cargo, chemicals, gases, refractory materials etc. imported into India from any foreign country or any post parcels received at Mumbai through any foreign post office. The materials will be imported for BHEL units or as directed by BHEL/ROD/Mumbai for specified consignments. (High Seas sale materials to other agencies/ customers).

The scope of work shall include clearing, loading, forwarding and transportation of packages of such imported material to stores/warehouse unloading them (wherever required) and further loading on company's arranged transport for dispatching the material to BHEL units/sites or the places as directed by the company. The imports are covered under project import/DEEC/Adhoc/ Project Certificate/ MEIS, etc exemptions and other notifications in addition to normal merit clearance.

The Agent will be required to perform all duties as prescribed under Customs Act 1962 and Customs House Agents Regulations 1984 and as amended from time to time.

The Agent shall have sufficient and well experienced/qualified staff well conversant with latest customs rules and regulations, classification and able to act independently at Customs and Docks for providing best service of man power to collect/accept the documents from BHEL for speedy clearance activities.

The Agent should operate whenever Customs / Port/CFS are working.

The Agent 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.

2.0 Filing of Documents

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 in time shall be the responsibility of the Clearing Agents.

The Agent will collect Dak viz. Documents, letters pertaining to Import Clearance, twice in a day (once around 10 A.M. in the morning and again at around 3 P.M. in the afternoon), from the Company's offices in Mumbai. Immediately on receipt of documents for clearance from the Company, the Agent shall verify completeness of all the documents and shortcoming, if

TENDER NO: RE/MUM/IMP/AC/CH-1630

any, must be pointed out immediately by email for necessary action by the Co. If no observation is received it will be presumed that the documents given to the Agent are complete in all respect for clearance of consignment in the specified schedule.

After completion of registration of DEEC /EPCG License copy of accepted LUT bond by customs should be forwarded to BHEL for office records.

After completion of registration of PI copy of accepted bond by customs and PI letter of registration should be forwarded to BHEL for office records.

For clearance, the Agent will verify if sufficient balance is available in the Import License/ PI List/ Exemption Certificate,/ FMS/ FPS/ MEIS etc. If these are not available, or the balance is not sufficient, this will be brought to the notice of the Company, in writing, immediately. The Agent will examine the documents with reference to all the relevant laws and regulations, If required, they would discuss with the Company's representatives and obtain clarification, if any, immediately.

Agent should file B/E at Customs immediately, and as soon as the BE is noted the CHA should inform the BE no and date for the subject docket. Agents will also coordinate with our approved transporters for placing the trucks / trailers and handling equipment promptly to avoid any detention charges.

Agent would be responsible to collect Dak/Demand Draft/cheque /HSS documents/any other documents from BHEL /any other nominated place of BHEL customer/freight forwarder for all clearance activities.

3.0 Timely Clearance :

3.1 Time Period of Clearance of Import Cargo

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

TENDER NO: RE/MUM/IMP/AC/CH-1630

Following Schedule of clearance has to be followed by the Agent after handing over last input/documents by the Company to them :

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

TENDER NO: RE/MUM/IMP/AC/CH-1630

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

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

LAST INPUT MEANS :-

- (A) Input of Documents from BHEL such as Docket/Revised invoice/final MOA/PO (PI) application (in case of PI clearance) etc.**
(B) Any other input/documents as required necessarily for clearance & not covered at (A) above.

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

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

- The freight bills are to be collected well in advance thro' email of the berthing of the vessel and submit the same to BHEL in time to avoid any delay in clearance proceedings for want of timely payment.
- In respect of **customs duty payment for all shipments**, the CHA has to inform the duty in advance, once the final assessment / reassessment is done for authorizing RTGS, to the company for making on-line payment and making the challan available to the CHA in time and avoiding any interest liability delay in customs duty payment and clearance.

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

4.0 Correct Duty Payment

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

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

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

5.0 Correct payment to other Agencies

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

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

6.0 Submission of Original Bills of Entries

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

7.0 Co ordination with Carrier's Agent

The Agent shall maintain liaison with the Steamer Agents and ensure collection of freight bills/correct IGM/Item data/B/Ls well in advance of the berthing of the vessel. Agent will also collect the freight bills pertaining to any plant office of BHEL, for which no documents have been forwarded to them.

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

In case of delay in filing of Manifest or wrong or deficient manifestation, the Agent shall rigorously follow-up with the Steamer Agent, Console Agent or Airlines for prompt corrective action. In event of requirement of modification in the manifest, Agent shall carry out expeditiously the amendment in customs.

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

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

8.0 Clearance under Section 59/Section 69

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

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

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

9.0 Post Parcel Clearance

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

10.0 Physical Clearance

- The Agent shall arrange expeditiously clearance of goods from Mumbai Seaport/CFS/CWC/JNPT/Airport/Post office including payment of all statutory and mandatory dues to these authority and completion of Customs examination, upto their loading in vehicles /wagons or by air for dispatch to the destination/transporting cargo to CHA's Godown/CWC/Transporter's godown etc. CHA to handover photocopy of B/E to Transporter's representative/Driver for direct dispatches and from godown dispatches also. As instructed by the Company's office in Mumbai if need arise, Agent will also arrange for partial shifting of cargo/consignment to their godown/partial dispatches to Company's units/sites immediately.
- For Sea consignments, the Agent shall take advance action for tracing and locating the consignment. In case of untraceable or jammed consignment/package, the agent shall

TENDER NO: RE/MUM/IMP/AC/CH-1630

promptly take up with the Port trust authorities and make all efforts to get the problem resolved immediately, failing which, he will make log Entry as per the prevailing rules and procedures of the Port Trust and the consignment shall be cleared after obtaining spot remission. The Agent would however continue to follow up for prompt corrective action.

- In case of LCL or FCL containers, the Agent shall have to take advance action for locating the container and checking if all the containers of the consignment have actually been discharged by the same vessel and properly declared in the LCL/FCL list of Port Trust.
- In case of delay in de-stuffing of LCL containers or if the FCL containers are not grounded/shifted the Agent shall make Log Entry as per the prevailing rules and procedures of the Port Trust/CFS/CWC and the consignment will be cleared after obtaining Spot Remission i.e. cancellation of debit or penalty at particular place
- The Agent shall check each consignment with invoice and packing list pertaining to respective Bill of lading/Airway bill/post parcel and ensure correctness of the same before clearance.
- In order to ensure that there is no pilferage or loss of small valuable packages, the agent shall arrange with MbPT the storage of such packages immediately on discharge in cages provided in the sheds.
- If the sea consignments/packages are not discharged by the General Landing Date (GLD), the Agent will take prompt action for obtaining the Special LFD.
- For air consignments also the Agent shall make all efforts to trace the packages expeditiously. If the packages are not traceable, the Agent will make log Entry as per the prevailing rules and Procedures.
- Agent shall arrange to load the cargo/consignment on BHEL arranged vehicle without fail, if vehicle reported at loading point till 2000 hrs.
- Agent shall handover photo copies of Bill of Entry to the transporter for the dockets dispatched from port and godown.

11.0 Shifting of consignments to godown

Agent shall arrange to shift cargo/consignment weighing upto 9 MT (W/M) per docket/consignment including normal cargo & ODC cargo (Definition of Over Dimension Cargo is available at clause 6.11 of Section III of Part-II in this document) to their godown immediately after customs clearance. If Agent fail to do so company will recover the extra expenditure incurred on detention/demurrage/ground rent/storage etc from the next date of OOC till the date the same is shifted to the godown of CHA. For ODC Cargo and other consignments more than 9 MT the agent shall arrange to shift the cargo to their godown on confirmation from BHEL.

12.0 Short-landed or Damaged Goods

- The Agent shall take stock of tally sheets on day-to-day basis for all the consignment and lodge claim with Carriers within the time period stipulated in the B/L and as prescribed in the Carriers Act. Further, it will be the duty of the Agent in all such cases to take measures as may be reasonable for the purpose of averting or minimizing the losses and

TENDER NO: RE/MUM/IMP/AC/CH-1630

to ensure that all rights of the Company against carriers, Port Authorities, Insurance Company, Railway. Authorities/or any other third party are fully and properly preserved and exercised. However, the Agent shall not be held responsible for the above for reasons beyond his control which should be informed in writing.

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

13.0 Loading and Dispatch

- The Agent shall also undertake all work for transporting goods in Mumbai and nearby places including arranging trucks, loading & unloading (wherever required) and shall be responsible for all acts & deeds necessary or incidental thereto whether expressly mentioned in this agreement or not and perform all functions incidental to clearance and forwarding of Goods/Consignments.
- The Agent shall be responsible for unloading and loading of consignments from/ on trailers, wagons, trucks and aircraft and ensure that there is no loss, shortages, deterioration or damage to such consignments.
- The Agent will ensure that damaged cases are repacked properly before dispatch as per the instructions of the Company.
- The Agent shall indemnify the Co. for any claims/ loss caused due to any mishap/accident occurring during handling of cargo by him in the course of clearing the same from customs and handing over to the Co.'s transporter for sending to the unit.

14.0 Storage

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

15.0 OTHERS

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

16.0 Port Trust PD Accounts

- The Agent 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 MBPT PD accounts, all the relevant MBPT Chappas in original will also be attached with the statements. Agents shall check the correctness of Port charges claimed with schedule of rates and specific confirmation shall have to be given by them while forwarding the monthly account.
- The Agent shall obtain duly authenticated monthly extracts of MBPT PD accounts, with full details and submit the same to this office
- The Agent 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 Agent within 10 days.
- In case of excess payment against any of the P.D. A/c, same shall be recovered by the company from the Agent's Bills.
- In case these statements or extracts are not submitted by the due date or the discrepancy is not resolved within specified period, the Company reserves the right to withhold any further payments of bills/claims of the Agent.
- The Agent shall have to give advance intimation to the company's Mumbai 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 Agent 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.

17.0 Taxes & Duties

Taxes & duties as applicable on CHA services will be paid extra. TDS will be recovered as per provision of Income Tax Act. Service Tax remittance certificate to be provided by the contractor on quarterly basis.

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

18.0 Maintenance of Records

The Agents shall maintain the following records:-

- Account of Stores cleared, handled, forwarded and transported. These records shall be furnished to the Company at such intervals and in such a manner as the Company may demand from time to time.
- Register/ computerized record of bills of entry filed by them vessel-wise.
- Godown register in respect of the Stores received and removed from the godown.

TENDER NO: RE/MUM/IMP/AC/CH-1630

- A refund register/ computerized record for refund of customs duty paid in excess in regard to short landing claims.
- A refund register/ computerized record for Provisional. /Duty deposit paid for goods removed under Section 59/69.
- A register/ computerized record for goods removed under Section 59/69
- A copy of Import documents i.e. Bills of Entry , 'S' Form, Invoice and Bill of lading.
- A copy and register of other documents like Refund claims, SLC, LRC and NDC.
- Records of P.D. A/c in respect of MbPT.
- A register/ computerised record of the bills of the Entry filed under Section 59/69 along with bond details and the date of validity of the bond.

19.0 Reports

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

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

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

20.0 WEB based on-line system

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

- ❖ PERFORMANCE OF SUCCESSFUL CHAs DURING COURSE OF CONTRACT WILL BE CONSTANTLY MONITORED AND SUITABLE ACTION WILL BE TAKEN ON NON-PERFORMING CHAs.
- ❖ Measurement of CHA performance format given at Page No.46.

SECTION II

INSTRUCTIONS TO BIDDERS

Bidders are advised to go through the tender document fully before submitting their offers online on E-Tendering Portal **<http://bheleps.buyjunction.in>**

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

Evaluation Criteria :

- a) The financial bids will be opened on E-procurement portal for the technically qualified bidders. The date, time of price bid opening will be intimated to the bidders separately.
- b) Offers shall be evaluated on maximum discount offered by bidders in percentage above or below of BHEL Slab rates for the Schedule S01 to S07.
- c) Maximum discount offered by L1 bidders shall be uniformly applied to BHEL Scheduled rate (S01 to S07) to arrive at individual slab rate.
- d) No modification is allowed in individual BHEL slab rates (S01 to S07).
- e) After examination of L1 bidder's rates, BHEL may negotiate the rates if necessary with L-1 bidder.
- f) The tentative load data/quantities at Page Nos 47 , 48 and 49 given in tender.
- g) The estimated Cash Flow for the load provided at the pages 47 , 48 and 49 is approximately Rs 114.9 Lakhs, per annum (**Rs 229.8 Lakhs for two years**)
- h) The party should quote % above or % below for all the Schedules (S01 to S07) in totality in the Price Bid for being considered for evaluation
- i) The L1 Bidder will be decided taking sea & air consignments together.
- j) After finalization of rate with L1 bidder, the same will be offered by BHEL to L2, L3.....Ln till two parties as required /spelt in the tender are available to the Company unless splitting is necessary as per MSE and other Government guidelines.
- k) BHEL intends to appoint two CHAs. The load distribution is as under :
L1 party=60%
L2 party=40%

INSTRUCTION FOR MSE SUPPLIERS

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

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

SECTION III

TECHNICAL REQUIREMENTS

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

2.0 Godown Facilities –

The Agents should have two godowns out of which one closed and one open outside BMC limits. Both godowns will be in the same premises. The godowns must have the following features.

- 2.1 The closed godown outside BMC limits should have exclusive space for storing approx. 2000 CBM BHEL cargo. The open godown outside BMC limits should have exclusive space approx 15000 Sq feet for BHEL cargo
- 2.2 All the Godowns should have sufficient space for operation of forklift/crane and facility of parking of trucks/trailers.
- 2.3 All the Godowns should be fully secured with proper security arrangement round the clock and CHA shall be responsible for proper upkeep and security of material.
- 2.4 Communication facility at godowns.
- 2.5 Arrangements of lights suitable for working at nights.
- 2.6 Suitable sitting arrangement in the Godown for Co.'s representatives, whenever they are required to visit, to enable effective discharge of their duties /responsibilities.
- 2.7 Please note that Stacking of cargo is not permitted.
- 2.8 All Air & Sea cargo should be stored in closed godown only, except such cargo which cannot enter the closed godown due to over size dimensions. In such cases where the cargo is stored in open godown, they shall be covered by Tarpaulin . This should be strictly followed. BHEL representative will make surprise visit to the godown and if it is found that the same is not followed suitable action will be taken against the CHA.
- 2.9 In case of Sea cargo wherein entire packages of one docket are received for storage, all packages may be stored at one place only.
- 2.10 The godown should be approachable all round the year.
- 2.11 **PROCEDURE FOR STORAGE OF PACKAGES IN CHA GODOWN**
After clearance of the packages/consignments by CHA, CHA have to arrange transport from Port/CFS to his godown and store the packages in the following manner :
 - [a] Package should be identified with BHEL Dkt. No. and PO No.
 - [b] Storage instruction given on the package should be strictly followed.
 - [c] Stacking of heavy weight package to be avoided.
 - [d] Stacking limit to be followed in case of various weight packages
 - [e] During Rainy Season, the packages which are stored in open godown, should be covered by Tarpaulins properly.

TENDER NO: RE/MUM/IMP/AC/CH-1630

- [f] Care may be taken for proper elevation of packages stored at open godown place to prevent packages from getting damaged due to rain water.
- [g] CHA shall follow the good practices while storing packages at both the godowns

3.0 DETAILS OF GODOWNS MAY BE FURNISHED IN THE FOLLOWING

FORMAT (If existing either own/rented/leased):

S No	Details of Godown with address (outside BMC limits at Mumbai)	Area in Sq. ft.	Open or close	owned/ rented/ leased

- 3.1 The bidders should submit ownership/lease/tenancy documents of such godown(s)
- 3.2 In case, at the time of submitting the tender, if the bidder(s) does not have the suitable godown(s), he/they should give consent letter(s) to BHEL agreeing to arrange such godown(s) with the facilities/infrastructure as above within 15 days of issue of L.O.I. After award of LOI, if the Contractor fails to arrange the suitable godown(s) within specified time, Contractor shall make the arrangement for storage of cargo as directed by BHEL at the contracted rates. If the contractor fails to arrange the suitable godown(s) within next 15 days then action as deemed fit on the Contractor will be taken as per the Company policy.
- 3.3 They should also produce consent letter from prospective owner/lessor etc. in favour of bidder (or similar other document) consenting to provide such godown to the bidder.
- 3.4 The above documents may be submitted along with the techno-commercial part of the Tender.
- 3.5 In case of change of Godown address during the contract period, CHA have to intimate to BHEL immediately and suitable documents to be presented to BHEL for the same.

3.7 INSPECTION OF MATERIALS IN THE GODOWN

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

4.0 Indian Docks Laborers Act 1934

Indian Docks Laborers' 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 are mentioned below:-

4.1 Power Trucks:

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 The power trucks shall be equipped with effective brakes, head lights and tail lamps and maintained in good repairs and working order.
- 4.1.4 Trucks shall not be loaded beyond their safe carrying capacity which shall be clearly and plainly marked on them.
- 4.1.5 Unauthorized persons shall not ride on transport employed in connection with dock work.

4.2. Fork-Lifts:

- 4.2.1 Fork-lift trucks shall be fitted with overhead guard to protect the operator from falling objects.
- 4.2.2 Fork-lift trucks shall have their gross weight conspicuously marked upon them.

4.3. Stability Test:

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

4.4 Crane Operators:

- 4.4.1 There shall be one Crane Operator for each single or pair of loading cranes which can be operated from the same point and he shall –
 - a) be not less than 18 years,
 - b) be competent and reliable,
 - c) possess the knowledge of the inherent risks of the crane operation,
 - d] medically examined periodically.
 - 4.4.2 Bidder should also furnish certificate confirming to the following as when required.
 - 4.4.3 Certificate of Test and Examination of Wire Rope before being taken into use:
- 4.5 In regards to trucks, fork-lifts, cranes including wire ropes submission of certificate as per the format given at Page No. 45 shall be furnished by the contractor for all the cargoes wherein a single piece is weighing more than 5 MT. Bills for such consignments will be accepted only along with above certificate.

4.6 Other Acts to be complied by the Contractor:

- (i) All labour and/or personnel employed by the contractor shall be engaged by them as their own employees/workmen in all respects implied or expressed. It will be compulsory on the part of the contractor to insure all his employees, permanent or

temporary, against liabilities of accident, partial or full disability, death etc. The contractor shall indemnify BHEL against liabilities arising out of the contractor's obligations on this account.

- (ii) The responsibility to comply with the provisions of various labour laws of the country shall be that of the contractor(s). Among others, he shall specifically ensure compliance with the following Laws/Acts and their re-enactments/amendments:
- a) The Payment of Wages Act, 1936.
 - b) The Factory Act, 1948.
 - c) The Workmen's Compensation Act, 1923.
 - d) The Employees Provident Fund Act, 1952.
 - e) The Contract Labour (Regulation and abolition) Act, 1970.
 - f) The Payment of Bonus Act, 1965.
 - g) The Payment of Gratuity Act, 1972.
 - h) The Equal Remuneration Act, 1976.
 - i) The Employees State Insurance Act, 1948.
 - j) The Industrial Disputes Act, 1947.
 - k) The Employment of Children Act, 1938.
 - l) The Motor Vehicles Act, 1988 along with GSRM 728-E dated 18.10.96
 - m) The Hours of Employment Regulations
 - n) Regulation of Employment and Welfare Act, 1969

5.0 PERIOD OF CONTRACT

- 5.1 **The period of CHA contract will be for two years .**
- 5.2 The Company reserves the right to interchange/change the work allotted initially to any CHA(s) , during the currency of contract without assigning any reasons whatsoever on the same rates, terms and conditions of the contract.
- 5.3 The Company reserves the right to terminate the contract of any agent at any time, without assigning any reasons thereof, by giving one month's 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.
- 5.4 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
- 5.5 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 Agent's company becomes insolvent the contract shall automatically stand terminated.
- 5.6 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
- 5.7 The Agent shall not split or transfer to any other party any part of the contract during the currency of the contract. However, in case of any adverse demand/ Notice from the customs/ port authorities/ BMC / any other Agency due to which BHEL's work is getting affected, the Contractor can utilise or have interim arrangements of other CHA licence to complete the partially processed documents of BHEL by Contractor. However the other CHA, used by the Contractor, shall have no financial implication on BHEL. The entire responsibility will remain on the Contractor.
- 5.8 The Agent shall immediately intimate any change in the address of the Office and Godown during the period of Contract.
- 5.9 Whenever asked by company, all documents including original Bills of entries, licenses, power certificates, exemption certificate etc will be returned by Agent immediately not later

TENDER NO: RE/MUM/IMP/AC/CH-1630

than three working days, failing which appropriate action as deemed fit and recovery of the losses by the company will be done.

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

6.0 PAYMENT TERMS :-

Payments to be done under CHA Contract.

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

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

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

ii) All payments related for customs clearance except clause 6.0A above, charges up to Rs 2 lakh per B/L/AWB are to be paid by CHA. Agent to submit bills for reimbursement immediately along with all requisite documents. CHA shall ensure that all the invoices and receipts shall be in the name of BHEL. In case of emergencies on the specific instruction of BHEL, direct payments are to be made by CHA more than the amount specified which will be reimbursed within 3 days. However this will be only on the specific request of BHEL and the request is to be enclosed with the bill for reimbursement

iii) For Charges exceeding Rs 2 lakh per B/L / AWB, same will be paid by BHEL to agency concerned. CHA to provide Performa invoice/worksheet/rate schedule from respective agency in advance. In case of non availability of above mentioned documents for release of such charges in advance, to avoid demurrage/detention charges, CHA working sheet shall be considered for release of such charges in advance. However if any excess advance payment is made, the same will be adjusted against their running bills. CHA shall ensure that all the invoices and receipts are submitted immediately after payment and shall be in the name of BHEL. In case of delay in submitting the invoice after payment made by BHEL, the full amount will be recovered till the submission of original invoice and receipt from the concerned parties.

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

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

1. PD A/c's with Mumbai Port Authorities : for demurrage /

TENDER NO: RE/MUM/IMP/AC/CH-1630

wharfage / stamp duty charges etc.

2. Any other PD A/c that BHEL may open in future & authorize CHA to debit / use.
3. Reimbursement will be made within 3 working days after receipt of bill/documents complete in all respect including Rate Schedule from respective Agency.

6.1 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 wherein original Bills of Entry has been submitted to BHEL and in all respect along with all requisite documents stated below. Bills without all the documents will not be accepted. Generally, the following schedule will be operated for making payment to the CHA:

- | | | |
|------|-------------------------|--------------------|
| (i) | No Demurrage Clearances | : 7 working Days. |
| (ii) | Others | : 30 working Days. |

6.2 Requisite documents :-

- In case of demurrage/detention/storage charges/warehousing charges are incurred then Agent shall furnish the detailed explanation for entire period of clearance.
- Copy of B/E / ICEGATE Copy of B/E
- Copy of NNDs of B/L or AWB
- Copy of packing list or invoice cum packing list, where ever applicable.
- Copy of BHEL's Road Dispatch Advices (RDAs)
- All MbPT/CFS/CWC/JNPT receipts/chappas in original
- S-Form with copy of receipt of BMC, where ever applicable.
- Receipt of all steamer agent payments/statutory/mandatory payments made to the Govt. agencies.
- Original vouchers/ receipt in support of claims for reimbursement (in case the originals have been submitted earlier, copy of same should be enclosed)
- Godown statement for inward and outward records of the packages.
- Copy of customs examination order
- Copy of customs out of charge (if applicable)
- IMPEX report copy (if applicable)
- Customs notice/circular (if any)
- Copy of tariffs of Shipping line / CFS/ etc as applicable

TENDER NO: RE/MUM/IMP/AC/CH-1630

- Proof of acknowledgement of additional PO submitted to contract cell (Customs) in case of PI B/Es.
- Proof of acknowledgement of request letters for CRA submitted to Customs.
- Copy of TRA/CRA.
- Check list in the prescribed format of the Company.
- Confirmation of submission of original Bills of Entries by BHEL (copy of BHEL acknowledgement).
- In case there is no demurrage or Air warehousing charge, the bills should be stamped "NO DEMURRAGE".
- Notification/circular to be given for any change in the statutory charges involving agencies i.e. CWC, MIAPL, BPT, Customs, CFS etc. to be furnished by CHA while claiming reimbursement of payment for such revised charges/statutory charges.

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

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

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

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

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

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

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

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

TENDER NO: RE/MUM/IMP/AC/CH-1630

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

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

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

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

- In case excess duty is paid due to lapses on part of the Agent, the amount so overpaid may, solely at the absolute discretion of the Company, be recovered from the outstanding bills of the Agent. The recovered amount will be refunded, when and to the extent, the overpaid amount is refunded to the company by the Customs.
- Similarly, if any penalty and/or fine is imposed by customs authorities due to lapses on any or one of the above, the amount of penalty and/ or fine levied may, solely at the absolute discretion of the Company, be recovered from the outstanding bills of the Agent. However, if such fine and/or penalty is subsequently waived or reduced by customs authorities, the amount refunded to the company by the Customs would be refunded to the Agent.
- In case any wrong payment or excess payment is made by the Agent to such other Agencies, CHA will be fully responsible for the same and will have to make good the losses suffered by the company on this account. The Company will recover such amount (including interest, if any) from the outstanding bills of CHA. However, if such fine and/or penalty or excess payment is subsequently waived or reduced or refunded by other agencies the amount refunded to the company by them would be paid to the Agent.

6.10 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	2.5 Meters	9.0 MT

SECTION IV

GENERAL TERMS AND CONDITIONS

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

- 1.1 BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorised Officers or its Engineer or other Employees authorised to deal with this contract.
- 1.2 "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" or "FREIGHT FORWARDER or CONSOL AGENT OR CHA where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Project store at which the Cargo/ equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.4 "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, LOI, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any) and all correspondence.
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The contract will be for two years .
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side. All efforts to be made for closure of contract within 3 months from date of expiry of the contract.

TENDER NO: RE/MUM/IMP/AC/CH-1630

- 1.11 “Ton” means one metric Ton or 1,000 kilograms or one cubic meter.
- 1.12 **Load Pattern:** The load pattern given is tentative which will be used for evaluation of the tender. The actual load pattern to be followed under the contract may, however differ. BHEL does not guarantee the load pattern. The load Pattern envisaged/estimated for next one year is given in Price Bid.
- 2.0 Issue Of Notice:**
- 2.1 The Contractor shall furnish the name, designation and addresses of his authorised agents/associates at Mumbai (India)/ JNPT. All complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent/representative.
- 3.0 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 regard.
- 4.0 License/Permission/Registration**
- 4.1 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 contractor shall at his own cost arrange for such Licence/ Permission/ Registration. Contractor shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or BHEL as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the contractor. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against BHEL by Contractor shall be entertained by BHEL for any breach of the provisions/Acts or laws by the contractor.
- 5.0 Invoices And Payments**
- 5.1 The Contractor 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.
- 5.2 All taxes as applicable will be paid separately. All tax elements shall be shown separately in the invoice.
- 5.3 A certificate regarding remittance of service tax claimed from BHEL to be submitted in the specified format along with the bill or at the end of the month.

TENDER NO: RE/MUM/IMP/AC/CH-1630

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

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

6.0 Risk Purchase:

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

- 6.1 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the security deposit.
- 6.2 The Company reserves the right to terminate the contract of any contractor at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the contractor who shall not be entitled for any compensation by reason of such termination
- 6.3 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 6.4 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

7.0 Observance Of Local Laws :

- 7.1 The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 7.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable/levied on account of any of the operations connected with the execution of this contract.
- 7.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

8.0 Safety Of Men, Equipment, Material & Environment:

- 8.1 All safety rules, codes applied by BHEL/its customer at port/CFS/ICD shall be observed by the Contractor and his workmen without exception. The Contractor shall be responsible for the safety of the equipment/materials and work to be performed by him.
- 8.2 It shall be the duty of the contractor to acquaint himself with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The

TENDER NO: RE/MUM/IMP/AC/CH-1630

contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

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

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

9.0 Contractor's responsibility for Insurance:

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

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

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

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

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

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

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

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

9.6 Wherever Central/State Government has made statutory requirement for the engagement of labour, the Clearing Agent is required to abide by the same. Wherever Mathadi Labour services are required, the contractor shall deploy the Mathadi Labour

TENDER NO: RE/MUM/IMP/AC/CH-1630

except at CHA godown (Refer Schedule S 02 (A1) & S 02 (A2)). No extra charges for Mathadi Labours is payable to the contractor on account of handling such cargo.

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

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

16.2 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.

16.3 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.

16.4 Force Majeure conditions will apply on both sides.

17.0 Prevention Of Corruption

17.1 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.

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

18.0 Arbitration

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

specifications, operating instructions, orders or these conditions; or otherwise concerning the transport and handling operations, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to a sole arbitrator i.e. HEAD ROD , BHEL, Mumbai or nominee appointed by him in writing. There will be no objection if the arbitrator so appointed is an employee of BHEL. The arbitration shall be conducted in line with the provisions Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both the parties

- 18.2 If the Arbitrator, to whom the matter is originally referred, is transferred or vacates his office or is unable to act for any reason, BHEL, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.
- 18.3 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- 18.4 The arbitration shall be conducted in line with the provisions Indian Arbitration and Conciliation Act, 1996. or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force
- 18.5 It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may, with consent of the parties, fix and/or enlarge the time for making and publishing the award as situation warrants.
- 18.6 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.
- 18.7 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 18.8 The place of Arbitration will be BHEL, ROD office, Mumbai.

19.0 Laws Governing The Contract:

- 19.1 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.

20.0 Indemnity

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

21.0 Security Deposit

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

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

i) Cash (as permissible under the extant Income Tax Act)

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

iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

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

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 Contractor or recovered from payment/s due to the Contractor.

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

21.5 The security deposit shall not carry any interest.

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

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

22.0 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 :

22.2

(i) Cash deposit as permissible under the extant Income Tax Act (before

TENDER NO: RE/MUM/IMP/AC/CH-1630

tender opening)

(ii) Electronic Fund Transfer credited in BHEL account (before tender opening)

(iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

22.3 EMD of the Tenderer will be forfeited if:

i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract

iii) If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited

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

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

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

22.6 EMD shall not carry any interest.

23.0 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.

24.0 Requirements of Performance.

- 24.1 All the permissions and Clearances or any other relevant authorization/indemnities from/to competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.
- 24.2 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.
- 24.3 The Contractor shall take all due care for protecting the consignments from rains and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo. During transshipment he shall provide all packing and lashing at his own cost. Contractor will be responsible for covering and uncovering of cargo with tarpaulins.
- 24.4 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.
- 24.5 In the event of contractor backing out/not performing as per the contract, suitable action will be taken by BHEL as per contract. Additionally, future business of such de-faulting Agents will be suspended with BHEL as per company policy
- 24.6 Whenever asked by company, all documents including bill of lading, delivery orders, payment invoices etc will be returned by contractor immediately not later than three working days, failing which appropriate action as deemed fit and recovery of the losses by the company will be done.
- 24.7 In the event of the contractor going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the contractor's company becomes insolvent the contract shall automatically stand terminated.

25.0 Subletting Not Allowed

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

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

The contractor will be binding to the “Guidelines for suspension of business dealings with suppliers/ Contractors” which is available at bhel website www.bhel.com. The link for the same is available at http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf

28. Reverse Auction

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

In case of tender being finalized through Reverse Auction, the bidders will have to adhere to the guidelines provided in the Business Rules of Reverse Auction. Business rules will be provided to Bidders before starting RA. In case a Techno commercially acceptable vendor does not agree to participate in the Reverse Auction process, the same will be treated as withdrawal of the offer and their EMD will be forfeited.

Vendors are also warned against delay in participation and delaying the process of Reverse Auction. For more information please refer [http://www.bhel.com/pdf/RA %20guidelines-Sept'13 abridged final webpdf.pdf](http://www.bhel.com/pdf/RA%20guidelines-Sept'13_abridged_final_webpdf.pdf)

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

29. BHEL Fraud prevention policy

"The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL 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. "

30. Miscellaneous

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

**SECTION V
SPECIAL CONDITIONS**

1.0 REQUIREMENTS OF PERFORMANCE.

- 1.1** All the road permissions and ODC 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.
- 1.2** 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.
- 1.3** 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 while loading/unloading. During transshipment he shall provide all packing and leashing at his own cost.
- 1.4** 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

2.0 SHORT – LANDED OR DAMAGED GOODS.

- 2.1** 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.
- 2.2** 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.
- 2.3** 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.
- 2.4** The Contractor will ensure that damaged cases are repacked properly before dispatch after completing the survey by the relevant authorities.

SECTION VI**TECHNO COMMERCIAL FORMAT**

Offers of parties not meeting the below will be rejected.

Sr No	Description	Remarks	Hard to be submitted (YES/ NO)
I Pre Qualification Criteria			
1.	Valid Customs House Agent (CHA) licence from Customs in their name.	Notarized copy to be uploaded on e-procurement portal and original to be submitted in BHEL	YES
2.	Minimum continuous experience of 10 years in CHA operations	Agreed	-
3.	Must have office dealing with CHA operations in the vicinity of each at 1. Mumbai or Airport and 2. Nhava Sheva	Agreed	-
4.	Bidder must have an average annual turnover not less than Rs 81 lakhs in "Custom House Agent activities in India for the last 3 years. (i.e for year 13-14,14-15 & 15-16)(copy of CA certificate indicating details of turnover on account of CHA activities in India of each FY along with copy of audited balance sheet is to be submitted. (If balance sheet for financial year 2015-16 is not audited, data for 3 previous year may be given i.e for 2012-13, 2013-14, 2014-15). CA certificate & Balance sheet should be of same period	Copy of CA certificate to be uploaded along with copy of audited Balance Sheet	-

Format for CA certificate on his letter head

Sr No	Description	2013-14	2014-15	2015-16
1	Total Turn Over of Company in Rs Lakhs in CHA business			
2.	Current Ratio > 1			

5.	Bidders must submit proof of having have successfully executed "CHA Contract in India" contracts in last 7 years (ending last day of month previous to the one in which the tender was due for opening) as per following (i) Three contracts of value not less than Rs 1.08 Crores each OR (ii) Two contracts of value not less than Rs 1.35 Crores each OR (iii) One Contract of value not less than Rs 2.16 Crores	Copies of contract /work order with copies of satisfactory completion certificate from customer to be uploaded.	
----	---	---	--

TENDER NO: RE/MUM/IMP/AC/CH-1630

(1) If work order does not specify the value of the contracts, the same should be certified from customers. In that case the documents required will be work order/contract copy, customer certification for contract value and satisfactory completion certificate from customer

(2) The party who submits only work order or contract copy and does not submit satisfactory completion certificate from customer will not be considered.

(3) The party who submits only satisfactory completion certificate from customer and does not submit relevant copy of work order/contract will not be considered

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

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

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

6.	Valid Service Tax Registration	Copy to be uploaded .	
7.	The Bidder should not have been referred to BIFR/NCTL or declared 'SICK' by any Statutory Authority	A self certification should be submitted by bidder	
8.	The Bidder should not have been banned on business dealing by BHEL/Govt of India/any undertaking of Govt of India.	A self certification should be uploaded by bidder	
9.	Original Latest Solvency Certificate for Rs 50 lakhs from a Scheduled bank in India	Copy of Solvency Certificate to be uploaded	YES. Original
10.	CHA must have handled at least 200 B/Es of Engg/Project cargo (includes DEEC, EPCG, PI B/Es etc.) per year in the previous three financial years.	Client certificate as per attached format to be uploaded.	
11.	Parties must not have been penalized in any earlier contract with BHEL in the last five years.	Self Certification to be uploaded	
12.	Power of Attorney & copies thereof of the signing authorities with letter of authorisation	Copy to be uploaded	YES

TENDER NO: RE/MUM/IMP/AC/CH-1630

13.	Declaration of having a closed & covered warehouse in the vicinity of Nhava sheva / JNPT with a capacity to store at least 2000 cbm of cargo at any point of time or support letter from the agency from whom it be hired / rented by the contractor.	Copy to be uploaded	
Note : Offers of parties not meeting above qualifying criteria will be rejected.			
II	Details to be furnished		
1.	Name & Address of the company		
i)			
ii)	Year of Establishment of company		
2.	Type of Ownership :Proprietorship or Partnership or Private Limited or Public Limited or Central Undertaking or State undertaking or Any other (specify)		
3.	Partnership deed in respect of Partnership firms	Copy to be uploaded if applicable	
4.	Certificate of Incorporation in respect of Ltd Co	Provide date of Incorporation & copy of certificate to be uploaded	
5.	Complete Information on Party's offices in Mumbai i) Office Address Telephone no./ Mobile no. Name of Contact Person with email id's ii) Office is owned / rented iii) Own warehouse/ tied up warehouse with other agency address	Information to be provided	
6.	Company Details i) PAN Number ii) Service Tax Registration number iii) Bank Reference (Details of Electronic Fund Transfer duly endorsed by the bank) - Name of the Company - Name of the Bank with branch - City/ Place - Account Number -Account Type - IFSC Code of the Bank Branch - MICR code of the bank Branch	Copy to be uploaded	
7.	i) Directors / Partners if related to any BHEL employee	Name Staff No Designation Unit & Dept	
	ii) If any EX BHEL Personnel is employed by the Company, Mention the details	Name Staff No Designation Unit & Dept Relationship Date of Leaving Service	
8	Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Laborer's Act / Child Labor Act / Mathadi board / Transporter board/ Customs and Port Procedure and all other relevant Acts, Rules and regulations of Maharashtra state and Govt of India in course of	Agreed.	

TENDER NO: RE/MUM/IMP/AC/CH-1630

	their activities and whether they are being fully complied with. Also all handling equipments are complying as per HSE compliance / ISO 9001/14000/OHSAS compliance.	
(r)	Letter of authorization for signatories to act on behalf of the company	Letter to be attached
III	TECHNICAL RTEQUIRMENTS	
1.	EMD for Rs. Lakhs	Submitted
2.	Technical bid Signed and Stamped (All pages)	Submitted
3.	Blank Financial bid Signed and Stamped	Submitted
4.	The compliance letter duly signed and stamped on letter head is to be submitted/Uploaded on E-portal	Given
5.	Bidder's consent letter(s) to BHEL, arrange godown as per specification given at Clause 2.0 of Section III within 15 days of issue of LOI. Those who are having suitable godowns either rented, leased or owned as per BHEL's requirement (furnish the agreement and details.)	Submitted
6.	CHA shall ensure that all the invoices and receipts are submitted immediately after payment and shall be in the name of BHEL. In case of delay in submitting the invoice after payment made by BHEL, the full amount will be recovered till the submission of original invoice and receipt from the concerned parties.	Agreed
7.	CHA should submit the 3rd original RA after custom clearance along with the relevant original Bill of Entry where the Bill of entry is cleared after taking RA.	Agreed
8.	Contractor having warehouse facility for storage of the custom cleared consignments. If yes, supporting documents to be furnished.	Yes / No Whether own warehouse / tie up with other warehouse agency
9.	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
10	PAYMENT TERMS: As Specified in the General terms and conditions	Agreed
11	INDEMNITY Contractor shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
12	ARBITRATION As Specified in General Terms & Conditions.	Agreed
13	FORCE MAJEURE As specified in the General Terms & Conditions.	Agreed
14	CANCELLATION OF THE CONTRACT: BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract. If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of	Agreed

TENDER NO: RE/MUM/IMP/AC/CH-1630

	contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract. BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.	
15	TAXES/TDS : Service tax will be paid extra as applicable. After the implementation of GST, necessary changes in billing and compliances shall be adhered.TDS will be recovered from bills as per the rules prevalent.	Agreed
16	VALIDITY The period of CHA contract will be for two years from LOI date.	Agreed
17	GOVT.RULES & REGULATIONS: CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licences, and permits for operation in India / transit country / discharge countries. It is obligatory for CONTRACTOR to comply with regulating requirements in discharge port countries are fully met before award of the contract.	Agreed
18	RISK PURCHASE As Specified in General Terms & Conditions.	Agreed
19	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

SIGNATURE AND SEAL OF TENDERER

Section VII

(Letter of compliance on 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/IMP/AC/IS-1630

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.

In case, all rates are not quoted in the respective price bid formats, such price bid will be rejected.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER

CHECK LIST FOR MATERIAL HANDLING

(Proof of compliance with Indian Dock Labour Act)

1. **BHEL DOCKET No**_____
2. **Description**_____
3. **No. of Pkgs / Weight**_____
4. **Removed to CHA godown / Handed over to BHEL approved transporter**

INSTRUCTIONS TO CHA

1. Follow Handling instructions given on the package, wherever separate handling sketch is given by BHEL / Supplier the same should be strictly followed.
2. Hooking / Slings should be done only at the hooking / slinging points marked on the package.
3. In Port /CFS without in-house handling facilities where CHA uses his own or hired handling / Transport facilities, then compliance with Indian Dock Labour Act & Motor Vehicle Act must be ensured by CHA.

HANDLING / TRANSPORTATION EQUIPMENT USED FOR ABOVE CARGO

A) FORK LIFT / MOBILE CRANES

- a) We confirm that the above Fork Lift is of adequate capacity for the above job. We have further ensured compliance of Rule 59 (1&2) & Rule No 60 of Dock Workers (Safety, Health & Welfare) Regulations 1990 in this regard.

Yes/No

- b) We confirm that the above Mobile Crane is of adequate capacity for the above job. We have further ensured compliance of Rule 64 of Dock Workers (Safety, Health & Welfare) Regulations 1990 in this regard.

Yes/No

B) WIRE ROPES / SLINGS

Certificate from the Govt. approved authority for the wire rope / slings with regard to capacity and condition prior to handling of the above cargo is enclosed for your reference.

Yes/No

C) TRUCKS

We confirm that the truck used is of adequate capacity and further ensure compliance of Motor Vehicle Act.

Yes/No

We here by confirm that we have complied with all relevant requirements of The Indian Dock Labourers Act. 1934 and Dock Workers (Safety, Health & Welfare) Regulations 1990 during the handling and clearance of the above cargo.

Signature of CHA's Dock In charge

TENDER NO: RE/MUM/IMP/AC/CH-1630

Evaluation of CHA for Imports								
FINANCIAL YEAR :								
NAME OF CHA :								
No of Cases Cleared *								
Period	Within 4 Days (1)	Within 5 Days (2)	Within 6 days (3)	Within 7-15 days (4)	Within 16-30 Days (5)	Beyond 30 Days (6)	Total No of Cases	Remarks
1st Quarter								
% of Total								
2nd Quarter								
% of Total								
3rd Quarter								
% of Total								
4th Quarter								
% of Total								
Total								
% of Total								
* Date of Last Input to CHA excluded and date of clearance included								

Note :The total percentage in Columns (1), (2) and (3) should not be less than 70%

TENTATIVE LOAD DATA FOR AIR

BE TYPE			UPTO 1T			1-3T		
	PORT	DIR/GDN	UPTO 1T	Pkgs	Tonnage	1-3T	Pkgs	Tonnage
HOME	INBOM A	DIRECT	61	247	68.1083 1	7	46	59.1150 2
	INBOM A	GODOWN	1672	3806	529.778	25	51	70.38
EXBON D	INBOM A	DIRECT	1	1	0.07	0	0	0
	INBOM A	GODOWN	12	29	3.8008	0	0	0
TOTAL			1746	4083	601.757 1	32	97	129.495

BE TYPE			3-5T			5-9T		
	PORT	DIR/GDN	3-5T	Pkgs	Tonnage	5-9T	Pkgs	Tonnage
HOME	INBOM A	DIRECT	0	0	0	1	2	14.286
	INBOM A	GODOWN	1	1	3.27	0	0	0
EXBON D	INBOM A	DIRECT	0	0	0	0	0	0
	INBOM A	GODOWN	0	0	0	0	0	0
TOTAL			1	1	3.27	1	2	14.286

BE TYPE			9-15T			>15T		
	PORT	DIR/GDN	9-15T	Pkgs	Tonnage	>15T	Pkgs	Tonnage
HOME	INBOM A	DIRECT	1	2	29.2	0	0	0
	INBOM A	GODOWN	0	0	0	0	0	0
EXBON D	INBOM A	DIRECT	0	0	0	0	0	0
	INBOM A	GODOWN	0	0	0	0	0	0
TOTAL			1	2	29.2	0	0	0

BOND	INBOM A	DIRECT	16	33	4.0398
------	---------	--------	----	----	--------

TENDER NO: RE/MUM/IMP/AC/CH-1630

TENTATIVE LOAD DATA FOR SEA

BE TYPE			UPTO 3T (FOR LCL)			3-10T (FOR LCL)			FOR FCL		
	PORT	DIR/GDN	UPTO 3T	Pkgs	Tonnage	3-10T	Pkgs	Tonnage	No of 20FT Contr	No of 40FT Contr	No of FCL shipments
HOME	INSAA1	DIRECT	76	526	424.807	12	28	137.222	656	325	332
	INSAA1	GODOWN	623	1919	1084.662	41	50	185.08	79	113	109
EXBOND	INSAA1	DIRECT	0	0	0	6	12	63.223	28	20	28
	INSAA1	GODOWN	9	24	31.205	1	1	7.245	0	2	2
TOTAL			708	2469	1540.674	60	91	392.77	763	460	471
BE TYPE			UPTO 1T			1-3T			3-9T		
	PORT	DIR/GDN	UPTO 1T	Pkgs	Tonnage	1-3T	Pkgs	Tonnage	3-9T	Pkgs	Tonnage
HOME	INBOMS	DIRECT	17	415	257.8002	46	820	1729.511	68	1362	7303.01
	INBOMS	GODOWN	55	136	72.67916	28	151	235.7678	11	61	435.272
EXBOND	INBOMS	DIRECT	1	6	3.258	2	18	25.134	7	59	217.342
	INBOMS	GODOWN	1	3	0.90975	0	0	0	0	0	0
TOTAL			74	560	334.6471	76	989	1990.413	86	1482	7955.624
BE TYPE			9-15T			15-20T			20-30T		
	PORT	DIR/GDN	9-15T	Pkgs	Tonnage	15-20T	Pkgs	Tonnage	20-30T	Pkgs	Tonnage
HOME	INSAA1	DIRECT	44	508	6007.1	28	170	2853.655	40	153	3623.873
	INSAA1	GODOWN	0	0	0	2	12	206.518	0	0	0
EXBOND	INSAA1	DIRECT	0	0	0	5	17	306.72	0	0	0
	INSAA1	GODOWN	0	0	0	0	0	0	0	0	0
TOTAL			44	508	6007.1	35	199	3366.893	40	153	3623.873
BE TYPE			30-50T			50-100T			100-150T		
	PORT	DIR/GDN	30-50T	Pkgs	Tonnage	50-100T	Pkgs	Tonnage	100-150T	Pkgs	Tonnage
HOME	INSAA1	DIRECT	19	29	1170.425	50	50	3135.293	0	0	0
	INSAA1	GODOWN	1	5	228.52	0	0	0	0	0	0
EXBOND	INSAA1	DIRECT	0	0	0	0	0	0	0	0	0
	INSAA1	GODOWN	0	0	0	0	0	0	0	0	0
TOTAL			20	34	1398.945	50	50	3135.293	0	0	0

BE TYPE			UPTO 3T (FOR LCL)			3-10T (FOR LCL)			FOR FCL		
	PORT	DIR/GDN	UPTO 3T	Pkgs	Tonnage	3-10T	Pkgs	Tonnage	No of 20FT Contr	No of 40FT Contr	No of FCL shipments
BOND	INSAA1	DIRECT	5	20	23.802	4	13	70.468	29	22	26
BE TYPE			UPTO 1T			1-3T			3-9T		
	PORT	DIR/GDN	UPTO 1T	Pkgs	Tonnage	1-3T	Pkgs	Tonnage	3-9T	Pkgs	Tonnage
BOND	INBOMS	DIRECT	2	9	4.16775	0	0	0	6	77	320.908
BE TYPE			9-15T			15-20T			20-30T		
	PORT	DIR/GDN	9-15T	Pkgs	Tonnage	15-20T	Pkgs	Tonnage	20-30T	Pkgs	Tonnage
BOND	INSAA1	DIRECT	0	0	0	2	11	186.78	0	0	0
BE TYPE			30-50T			50-100T			100-150T		
	PORT	DIR/GDN	30-50T	Pkgs	Tonnage	50-100T	Pkgs	Tonnage	100-150T	Pkgs	Tonnage
BOND	INSAA1	DIRECT	0	0	0	0	0	0	0	0	0

TENTATIVE LOAD DATA (Schedule S-07)

			Estimated load taken
11	Re-assessment of B/E by way of addition of Invoice or any other details as advised by BHEL	Rate per amendment	10
12	Charges for the extension of the BONDING period	per amendment	5
13	Finalisation of the B/E in case of Project Import clearance	Rate per B/E	
A	At the port of registration		200
B	Cleared at other port		300
14	Charges for obtaining debit sheet from customs for DEEC/EPCG/FPS/FMS/MEIS	Per licence	10
15	Charges for the Reconstruction of the B/E	Per B/E	10
16	Coordination charges for movement of containers to the nominated CFS (includes the documentation charges)	Per B/L	100
S03 (2A)	Service charges for co-ordination with CFS/ICDs for removal of lashing in case of Flat rack container and removal of Tarpaulin for OT containers		
	For De-stuff delivery		
	20 FT		11
	40 FT		14

SECTION VIII

PRICE BID

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

OR

_____ %below the BHEL Schedule rate

(For all Schedule S01 to S07, (Mention in words also) (No decimal to be quoted)

Note:

- 1- The % above or below quoted above shall be uniformly applied to all BHEL slab rates. (For Schedule Schedule S01 to S07)
- 2- BHEL Slab rates are exclusive of service tax as service tax are payable as per provisions.
- 3- No individual slab rate discount is permitted.

Example 1.

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

Example 2.

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

SCHEDULE-S-01 to S07

Rates fixed by BHEL

SCHEDULE-S-01

Rate Schedule for B/E Processing / Misc. charges

SEA & AIR IMPORT DOCUMENTATION AGENCY CHARGES			
Sl.No	Detail of operations	Description/UOM	Rate in Rs.
1	Processing of BE with all customs group up to duty payment / obtaining IDF/ADF.	(a) MERIT	1150
		(b) DEEC / PI / FMS/ EPCG/Other Customs Notifications / Adhoc certificate	1400
		(c) Re- Import	1400
		(d) Bond (including Bonding under sec 59/69 of customs act)	1150
		(e) Courier cargo, B/E conversion and processing	1150
2	Additional charges (in addition to 1 above) for Ex -Bond per B/E	Rate per B/E in Rs	2100
3	Additional charges (in addition to 1 above) per B/E for processing High Sea Sale transfer	Rate per B/E in Rs	675
4	Additional charges (in addition to 1 above) for registration of Bonds undertakings like Customs Notification 12/2012 Sl. No: 369 or 370 etc. registration of undertaking/ Bills of Entry (Excluding stamp paper cost & notary charges)	Rate per Undertaking/bond in Rs.	450
5	Registration of DEEC / EPCG Licence / any other licence issued as when issued by Govt.	Rate per Licence in Rs./-	3150
6	Initial Project Import Registration at Customs	Rate per Project Import Registration in Rs.	13500
7	Registration of Additional bond in already registered project (PI)	Per bond/per unit	2250
8	Registration of amendment to DEEC/EPCG/PI/ any other licence issued as and when by Govt	Rate per amendment	750

TENDER NO: RE/MUM/IMP/AC/CH-1630

SEA & AIR IMPORT DOCUMENTATION		AGENCY CHARGES	
Sl.No	Detail of operations	Description/UOM	Rate in Rs.
9	Registration of FMS/FPS/MEIS licence. (duty Scrips)	Minimum Charge/ Licence	3000
		Rate / Shipping Bill	550
10	Registration of incoming CRA received from Customs Houses other than Mumbai/JNPT/ ACC customs	Rate per TRA/CRA registration	315
11	Re credit of TRA/CRA if it is due to BHEL	Rate per TRA/CRA	450
12	Obtaining TRA/CRA per Licence / PI at Customs For other customs.	Rate per TRA/CRA	450
13	Customs physical examination including obtaining Out of Charge Order from Port (subject to verification of customs Exam order)	Per B/E	250
a)	Green Channel customs examination charges (subject to verification of customs Exam order)	Per B/E	250
b)	Charges for opening of package for customs examination & repacking (including labour, carpenter and handling)	Rate Per Package	200
14	Minor Repair of Packages by the way of Strapping at the Airport /MBPT/CFS/ICD/Customs bonded areas (certification of BHEL executive is required)	Rate per Running Ft length of straps used.	15
15	Repair of package if required .(The same will be carried out by authorised agency working at Docks/CFS). Reimbursement will be done on production of original receipt of said authorised agencies	Actual as per receipt	at actual

TENDER NO: RE/MUM/IMP/AC/CH-1630

SEA & AIR IMPORT DOCUMENTATION		AGENCY CHARGES	
Sl.No	Detail of operations	Description/UOM	Rate in Rs.
16	Storage Charges per week, payable on the maximum CBM cargo stored during a week starting from receipt of first package of the consignment in godown. For volumetric weight less than 1 CBM, payment will be made for 1 CBM		
	Godown	Per CBM / week	50
16A	Warehousing Facility Storage Charges	Per CBM / week	-
	Handling at Warehouse (Loading/Unloading each activity)	per CBM/MT per Activity	-
17	Cancellation of Auction/sale notice	Per Bill of Entry	50
18	Rates for notary charges	per bond	100
19	Rates for processing of challan for duty and interest against Adv lic/PI/Power Cert/Others wherein customs have issued notice. or BHEL makes excess duty payment	per demand notice/licence	50
20	Coordination Charges for processing of manifest amendment (Inclusive of documents collection from Shipping Company or Airlines and submitting documents to customs and follow up with customs). These charges are exclusive of Customs fine & penalty.	per amendment	550
21	Rates for clearance of post parcel consignment including charges for shifting to BHEL nominated place. Actual postal/courier charges if any would be reimbursed at actual on production of receipt.	per post parcel	200
22	Speedy/Fast Courier through DHL for sending documents/Licence file along with RA etc to outstation BHEL offices would be reimbursed at actual on production of receipt.	per courier receipt	At Actual
23	Service charges for Tarmac delivery at Airport wherein location is mentioned in the warehouse receipt including all requisite permission from all concerned agencies (To be certified by BHEL executive).Applicable only for Schedule S 05	per consignment	2500

Note :- A) If B/E has more than one MOA then processing charges will be paid as per 1(b) of this schedule.
B) Scan copies of bond LUT Bonds accepted to be provided for each DEEC/EPCG Licences.

SCHEDULE-S-02 (A1)

HANDLING CHARGES SCHEDULE UPTO 20 MT
IMPORT AT MBPT,MBPT's CFS/ICDs, MULUND CFS,JNPT's CFS/ICDs,CUSTOMS BONDED
AREAS,CHA GODOWN AND AIR CARGO COMPLEX (ACC)

SL NO	DETAILS OF OPERATION	Rate in Rs per MT (W/M) for package in the slab of				
		Upto 1 MT	Above 1 MT to 3 MT	Above 3 MT to 9 MT	Above 9 MT to 15 MT	Above 15 MT to 20 MT
1	Loading by Contractor's forklift/crane at MBPT (wharf / storage area) & their CFS/ICDs into trucks/trailers placed by BHEL for direct despatch. This is also applicable for loading into transport arranged by CHA for bonding the cargo/ removing to CHA godown.	100	175	275	300	350
2	Loading by Contractor's forklift/crane, in case of partial removal of pkgs from MBPT & their CFS, because of non placement of vehicles by BHEL, additional charges over and above 1 are payable till completion of the final delivery on the balance cargo.	100	200	300	300	360
3	Un-Loading at Customs notified bonded areas/CHA godown outside BMC limit from trucks/trailers for storage. (Applicable for the cargo brought from MBPT & their CFS, JNPT,ACC)	100	200	300	300	360
4	Loading at Customs notified bonded areas/CHA godown outside BMC limit into trucks/trailers for despatch (Applicable for the cargo brought from MBPT & their CFS, JNPT,ACC)	100	100	100	385	360

Note :

- 1 Billing to be based on the Package CBM / weight whichever is higher. 1 FRT Ton (1 CBM) = 1 MT. Minimum payment of One MT will be payable.
- 2 Contractor shall engage the services of Maharastra Mathadi, Hamal and other Manual Worker Act 1969 if needed at Mumbai Port Trust, Mulund CFS, Sahar Air Cargo Complex, various CFS/ICDs in and around JNPT, private and govt bonded warehouses (No extra charges payable)
- 3 Handling of Cargo belonging to the category of Non Ferrous like Copper, Nickel, Zinc, metal other than steel and iron (if arriving at CHA godown located within BMC or outside BMC limit) will be done by Mathadi labour Toli No M07. BHEL will make direct payment for such cargo as per the scheduled rates of Mathadi Labour board.

SCHEDULE-S-02(A2)

HANDLING CHARGES SCHEDULE ABOVE 20 MT
(HEAVY LIFTS)IMPORT AT MBPT,MBPT's CFS/ICDs, MULUND CFS,JNPT's CFS/ICDs,CUSTOMS
BONDED AREAS AND CHA GODOWN

		Lumpsum Rate (in Rs.) per piece/package in the slab of				
SL NO		Minimum Charges	Above 20 to 30 MT (W/M)	Above 30 to 50 MT (W/M)	Above 50 to 100 MT(W/M)	Above 100 to 150 MT(W/M)
Rates in Rs for Imports at Mumbai Sea Port , RATES ARE TO BE QUOTED ON PER PIECE / PACKAGE ONLY. FOR SL NO 2 TO 5-6 FOR SL.NO 1 SERVICE CHARGE FOR CO-ORDINATION WITH CUSTOMS, PORT AUTHORITY & SHIPPING TO BE QUOTED						
1	LUMSUM CHARGES for directly loaded from ship crane (Hook Delivery) into trucks/trailers placed by BHEL for on ward despatch (Including obtaining permission from Port/Customs /Shipping Co.)	1500				
2	Loading by Contractor's crane at MBPT (wharf /stoors/ storage area) & their CFS/ICDs into trucks/trailers placed by BHEL for direct despatch. This is also applicable for loading into transport arranged by CHA for bonding the cargo and removing to CHA godown.		5000	8000	20000	28000
3	Un-Loading by contractor's crane at Customs notified bonded areas/CHA godown outside BMC limit from trucks/trailers for storage. (Applicable for the cargo brought from MBPT & their CFS, JNPT)		5000	8000	20000	28000
4	Loading by contractor's crane at Customs notified bonded areas/CHA godown outside BMC limit into trucks/trailers for despatch (Applicable for the cargo brought from MBPT & their CFS, JNPT)		5000	8000	20000	28000

Note :

- 1 Billing to be based on the Package CBM / weight whichever is higher. 1 FRT Ton (1 CBM) = 1 MT. Minimum payment of One MT will be payable.
- 2 Contractor shall engage the services of Maharashtra Mathadi, Hamal and other Manual Worker Act 1969 if needed at Mumbai Port Trust, Mulund CFS, Sahar Air Cargo Complex, various CFS/ICDs in and around JNPT, private and govt bonded warehouses (No extra charges payable)
- 3 Handling of Cargo belonging to the category of Non Ferrous like Copper, Nickel, Zinc, metal other than steel and iron (if arriving at CHA godown located within BMC or outside BMC limit) will be done by Mathadi labour Toli No M07. BHEL will make direct payment for such cargo as per the scheduled rates of Mathadi Labour board.
- 4 In case one consignment consisting of packages falling in schedule S 02 (A1) & S 02 (A2), will be paid as per their respective categories.

SCHEDULE-S-03

IMPORT - CONTAINER CARGO AT MULUND CFS/ICDs AND CFS/ICDs AROUND JNPT

SL.NO.	DETAILS OF OPERATION		20 FT	40 FT
1	Service charges for co-ordination with CFS/ICDs for delivery of the cargo for FCL container	(Rate in Rs. Per Container)		
1A	For De-stuff delivery		350	450
1B	For Loaded container delivery		450	550
		Rate in Rs per MT (W/M) for package in the slab of		
		Minimum charges	Upto 3 MT	Above 3 MT-10 MT
3	Service charges for co-ordination with CFS/ICDs for delivery of the cargo for LCL shipment	500	300	500

Note :-1) Where ever usage of port handling equipment is compulsorily used through CFS for Destuffing & Loading, the said charges for using PORT/CFS handling equipment at respective CFS (JNPT) will be reimbursed as per rate schedule/actual receipts.

2) Contractor shall engage the services of Maharastra Mathadi, Hamal and other Manual Worker Act 1969 if needed at Mumbai Port Trust, Sahar Air Cargo Complex, various CFS/ICDs in and around JNPT, private and govt bonded warehouses (No extra charges payable)

3) Handling of Cargo belonging to the category of Non Ferrous like Copper, Nickel, Zinc, metal other than steel and iron (if arriving at CHA godown located within BMC or outside BMC limit) will be done by Mathadi labour Toli No M07. BHEL will make direct payment for such cargo as per the scheduled rates of Mathadi Labour board.

4) Wherever the port handling equipment is not available , the contractor has to arrange the suitable cranes to handle the material. Charges shall be reimbursed against the Original receipt.

SCHEDULE-S-04

TRANSPORTATION CHARGES SCHEDULE

SL.N O.	DETAILS OF OPERATION	Rate in Rs per MT (W/M) for package in the slab of						
		Minimum Rate	WEIGHT IN MT (W/M)					
			Upto 3 MT	Above 3 MT- 9 MT	Above 9 MT- 15 MT	Above 15 MT- 22 MT	Above 22 MT- 35 MT	Above 35 MT- 60 MT
1	Transport of cargoes from MBPT & their CFS/ICDs to CHA Godown outside BMC limit	2000	500	500	500	550		
2	Transport of cargo from MBPT & their CFS/ICDs to Customs notified Bonded area located outside BMC limit	2000	500	500	500	500	500	500
3	Transport of cargoes from CFS/ICDs of JNPT to CHA Godown outside BMC limit	2950	885	885	500	500		
4	Transport of cargo from CFS/ICDs of JNPT to Customs notified Bonded area located outside BMC limit	2950	885	885	500	500	800	
5	Transport of cargoes from CHA godown to Transporter godown/BHEL customer (located within and around Mumbai)/Courier company's godown .	1500	500	500				
6	Transport of cargo from Customs notified Bonded area located outside BMC limit to CHA godown.	2000	500	750				
7	Transport of cargo from Customs notified Bonded area located within BMC limit to CHA godown.	1500	500	500				

SL.N O.	DETAILS OF OPERATION	Rate in Rs per MT per package in the slab of						
		Minimum Rate	WEIGHT IN MT					
			Above 22 MT- 35 MT					
8	Transport of cargoes from MBPT, their CFS/ICDs & Airport to CWC/CHA Godown outside BMC limit		800					

NOTE :-

(1) Contractor shall engage the services of Maharastra Mathadi, Hamal, transportation labour board and other Manual Worker Act 1969 if needed (No extra charges payable).

(2) Agent shall arrange to shift cargo/consignment weighing upto 9 MT per docket/consignment including normal cargo & ODC cargo to their godown immediately after customs clearance. If Agent fail to do so company will recover the demurrage/container detention/ground rent/TSC charges/storages charges etc. For ODC Cargo and other consignments more than 9 MT the agent shall arrange to shift the cargo to their godown on confirmation from BHEL.

SHEDULE-S-05

TRANSPORTATION CHARGES SCHEDULE
IMPORT AT AIR CARGO COMPLEX (ACC) AT MUMBAI

			Rate in Rs per MT (W/M) for package in the slab of					
SL No	Details of Operation	Minimum Rate	Up to 1 MT	Above 1 MT to 3 MT	Above 3 MT to 5 MT	Above 5 MT to 9 MT	Above 9 to 15 MT	Above 15 MT to 20 MT
1	Service charges for co-ordination with MIAL/AIR INDIA for delivery of the cargo		500	500	500	500	400	300
2	Transportation of cargoes from MIAL/AIR INDIA to customs bonded area /CHA Godown outside BMC limit	2000	450	450	450	400	400	400
3	Transportation of cargoes from MIAL/AIR INDIA to transporters/courier Godown within BMC limit	1000	500	500	500			

Note :-(1) Wherever usage of port handling equipment is compulsorily used through MIAL/Air India for Handling & Loading, the said charges for using AIRPORT handling equipment will be reimbursed as per rate schedule/actual receipts.

(2) Contractor shall engage the services of Maharashtra Mathadi, Hamal, transportation labour board and other Manual Worker Act 1969 if needed (No extra charges payable).

(3) Agent shall arrange to shift cargo/consignment weighing upto 9 MT per docket/consignment including normal cargo & ODC cargo to their godown immediately after customs clearance. If Agent fail to do so company will recover the warehousing charges .For ODC Cargo and other consignments more than 9 MT the agent shall arrange to shift the cargo to their godown on confirmation from BHEL.

(4) Additional charges for Tarmac delivery in case of ODC shipment are covered in Schedule S01 at SI No 23

SCHEDULE-S-06

HANDLING OF IMPORT CARGO AT MUMBAI AIRPORT--
TARMAC DELIVERY

SL.NO.	DETAILS OF OPERATION	Above 20 MT to 40 MT
1	Clearance including customs examination from Tarmac onto Trucks/Traillers (arranged by BHEL) and loading at Mumbai Airport (All requisite permission from MIAPL & other concerned agencies will be sought by CHA)	15500
Note :-		
	(1) Contractor shall engage the services of Maharastra Mathadi, Hamal and other Manual Worker Act 1969 if needed at Mumbai Port Trust, Sahar Air Cargo Complex, various CFS/ICDs in and around JNPT, private and Govt. bonded warehouses (No extra charges payable) (2) Handling of Cargo belonging to the category of Non Ferrous like Copper, Nickel, Zinc, metal other than steel and iron (if arriving at CHA godown located within BMC or outside BMC limit) will be done by Mathadi labour Toli No M07. BHEL will make direct payment for such cargo as per the scheduled rates of Mathadi Labour board. (3) Above rates shall include Handling & loading equipments charges arranged by bidder.	

SCHEDULE-S-07

Rate Schedule for B/E Processing / Misc. charges

SEA & AIR IMPORT DOCUMENTATION AGENCY CHARGES			
Sl.No	Detail of operations	Description/UOM	Rate in Rs.
1	Re-assessment of B/E by way of addition of Invoice or any other details as advised by BHEL	Rate per amendment	1245
2	Charges for the extension of the BONDING period	per amendment	1245
3	Finalisation of the B/E in case of Project Import clearance		
A	At the port of registration	Rate per B/E	2075
B	Cleared at other port	Rate per B/E	2075
4	Charges for obtaining debit sheet from customs for DEEC/EPCG/FPS/FMS/MEIS	Per licence	249
5	Charges for the Reconstruction of the B/E	Per B/E	2075
6	Coordination charges for movement of containers to the nominated CFS (includes the documentation charges) (payment will be done after certification from BHEL Executive)	Per B/L	623

SL no.	Detail of operations	20FT	40 FT
7	Service charges for co-ordination with CFS/ICDs for removal of lashing in case of Flat rack container and removal of Tarpaulin for OT containers	Rate per Container	Rate per Container
	For De-stuff delivery	996	1494

FORMAT FOR NO. OF BE'S HANDLED

Client Certificate

(To be taken on Client's Letter Head)

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

2013-14 2014-15 2015-16

[1] Bills of Entries handled –

[A] Engineering Goods

[B] Other goods

Contact person :

Contact Number :

His CHA performance activities has been satisfactory.

CHECK LIST FOR DOCUMENT TO BE UPLOADED

1. Customs House Agent (CHA) License
2. CA Certificate in the format given along with audited balance sheet
3. Copies of contract/ work order with satisfactory completion certificate from customer
4. Details of work order/ contract in the format given
5. Valid service tax registration certificate
6. Self Certification for NOT have been referred to BIFR/NCLT or declared 'SICK' by any statutory Authority.
7. Self Certification of NOT being banned on business dealing by BHEL/ Govt of India/ any undertaking of Govt. of India.
8. Solvency Certificate for Rs 50 Lakhs.
9. Self certification of the number of BE's handled in the format given
10. Self certification of not being penalized in any earlier contract with BHEL in the last five years.
11. Power of Attorney & copies of the signing authorities with letter of authorization
12. Declaration of having a closed & covered warehouse in the vicinity of Nhava sheva / JNPT with a capacity to store at least 2000 cbm of cargo at any point of time or support letter from the agency from whom it be hired / rented by the contractor
13. Partnership deed if applicable
14. Certificate of incorporation.
15. PAN Copy
16. Bank Reference details for electronic Fund transfer as mentioned in the tender.

CHECK LIST FOR DOCUMENT TO BE SUBMITTED IN HARD COPY

1. EMD for Rs **325000/-**
2. Notarized original Customs House Agent (CHA) License
3. Original solvency Certificate for Rs 50 Lakhs from schedule Bank.
4. Power of Attorney & copies of the signing authorities with letter of authorization in original