



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

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

Phone: 022-22171342,305,333,303

No.RE/MUM/EXP/ER-2015

Date: 09.11.2020

To,

M/S. _____,

Dear Sirs and Madams,

Sub: Appointment of Customs house agent for export activities at Mumbai/JNPT/Mumbai Airport for 1years.

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

1	Gist of Information	Section I
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The contractors are advised to submit their most competitive offers complete in all respect and without any deviation. The offers shall remain valid for 60 days for acceptance from the due date of tender. Tender should be submitted stated in "Instruction to contractors – Section - III". The technical offer should comply with the all tender requirement. **The offers with any deviation will be rejected and the price bid of the contractor will not be opened.**

Reverse Auction will be done for this tender, for details regarding reverse auction please refer Section V, clause 28 of tender document.

Thanking you,

-Sd/-

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

Sr. Engineer (MS-Export)

Enc: Sections I to IX & Annexure Ia to If

Section I

Gist of Information

1	Name and Address of concerned persons for Tender BHEL ROD Mumbai Mr. Saket Bharadvaj, Dy. Mgr (Exports) Mr. Amit Kumar, Sr. Engineer (Exports) Office Address: Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, Centre-1, World Trade Center, Cuffe Parade, Mumbai, Maharashtra, India Ph No. 22171371	Phone Nos. & Email Mob: 9619422502 E-mail: saket@bhel.in Mob: 9884657089 E-mail : amitkumar.s@bhel.in
2	Period Of contract	1 Year from date of LOA and extendable upto 1 year on Mutual consent.
3	Due date & Time of submission of EMD	18.11.2020, 1500 hrs
4	Due date & Time of submission of bids	18.11.2020, 1500 hrs
5	EMD Amount	INR 31,248/-
6	Date and time of opening of Technical Bid(Part I) of tender	18.11.2020, 1515 hrs
7	Date and time of opening of (Price) Part II/ Reverse auction.	Information will be furnished vide email separately.
8	Pre Bid Clarifications	May be obtained vide email/telephone/visit to our office before 18.11.2020, 1500 hrs

Sign and Seal of the Bidder

SECTION – II

SCOPE OF WORK

The scope of work:

BHEL exports to various countries can be categorise in following: a) Export of multi modal project shipment, b) Export of defective/damaged items to the countries of import, c) Export of items for repair, calibrations, testing etc. d) Export of Containerised / Break bulk Cargo by Sea, Air or Road to various projects. **The contractor will be required to perform all duties as prescribed under the Customs Act 1962 and Customs House Agents Regulations 1984 and as amended from time to time, Maharashtra Mathadi, Hamal and Other Manual Workers (Regulation of Employment and Welfare) Act, 1969,**

The brief scope of work covers the following:

- 1.1. Arrangement of Warehouse:** Arrangement for suitable warehouse in and around Mumbai to receive and consolidate the cargo from BHEL MUs (Manufacturing unit) or BHEL's vendors.
- a. The warehouse should be closed and have space for storing approx. 500 CBM BHEL cargo.
- b. In case, due to large inflow of materials at any point of time and the present storage space is not enough, the contractor has to inform BHEL and arrange additional suitable space. The storage charges for additional storage will be paid as per contractual rates only, no additional cost will be provided. **The storage area must have proper material handling facility.**
- c. The Contractor has to ensure the safety of cargo and keep proper record of arrival and dispatch of cargo to/from the contractor's chosen storage area / warehouse/port.
- d. Warehouse should have weighment facility (Min upto 10MT).
- e. The warehouse must have CCTV camera installed. The ware house must have security guard in required number to ensure cargo safety. Arrangement of security guard will be contractor's responsibility.
- f. Storage area must have proper lighting facility so that any type of work including crane operation and material handling can be carried even after sunset.
- g. **All cargo should be stored in closed warehouse only, except such cargo which cannot enter the closed warehouse due to over size dimensions. Prior permission of BHEL is must before storing any cargo in open area.**
- h. Contractor needs to arrange for tarpaulin, rope, wooden or steel sleepers etc for protecting the consignments from weather / rain/moisture right from receipt of the consignment. **This requirement will exclude any special handling and transportation structure provided by BHEL.**
- i. **If the packages at the time of arrival are not in good condition then contractor should raise timely alarm and take corrective action with BHEL/BHEL vendor. Under no circumstances the contractor will receive damaged packages for shipment.**

- j. In case of any damage/disruption to the consignments, the contractor will ensure appropriate action for its retrieval / recovery and deliver in “As Is” condition after necessary insurance survey. In such incidents contractor will report promptly to BHEL to take up with insurance company. In case of rejection of claim due to any action/ delay by contractor, contractor will be liable to make good of BHEL loss.
- k. The warehouse floor must be suitably tilled and devoid of mud/soil etc.

1.2. Material Handling, storage and reporting:

- a. **The Contractor shall arrange for unloading** of the cargo received at their chosen storage area / warehouse / Port / Flight as per instructions of BHEL on the same day of arrival. The material handling must be done with suitable load capacity crane/ forklift.
- b. **Contractor has to** issue proper receipts to transporter and issue proper remarks on the said receipt regarding the conditions of the cargo to the transporter. The documents received from the transporter should be kept for record and forwarded to BHEL the next day.
- c. **Entire packages of one vehicle that are received for storage must be stored / situated at one place only as single lot.**
- d. Steel structural material, reinforcement rods etc. shall be properly stacked with adequate spacers. The height of the stacked material shall be restricted so as to maintain stability of the pile. Only stackable material should be stacked after clearance from BHEL.
- e. If required the Contractor shall arrange for de-stuffing of the cargoes received in containers at their **chosen storage area / warehouse / Port / Flight and load empty containers on vehicles and issue proper receipts to the transporter.**
- f. Update status of materials stored in the warehouse in format and frequency required by BHEL. The storekeeper must issue a Warehouse inward and out ward report for keeping the record of storage duration.
- g. Contractor has to collect Materials from Transporter/supplier warehouses located in and around Mumbai.
- h. Arrange/own suitable handling/transporting gear to shift the cargo under the hook of the vessel as and when required.
- i. Contractor needs to ensure minimum loading / unloading of the H/Ls and H/L cargos should be loaded directly on trailer to the extent possible. Any transshipment/ loading/ unloading of any ODC/HLs item has to be done in presence of BHEL representative in coordination with insurance surveyor, if required.
- j. Based on the particulars of consignments given in packing list contractor shall finalize the transport/equipment to be used for handling and shifting the Consignments including ODCs from starting point to port/CFS/carrier.
- k. Contractor should use only those T&P and hardware, which is in excellent working condition, tested for safe operation and adequate in capacity and size. All equipment must have valid fitness certificate/ calibration certificate issued by respective authorized agency.

- l. Contractor shall own all risks and responsibility from the time of taking over the cargo / consignment at the starting point/warehouse till safe delivery at port/ on Flight.
- m. **No vehicle shall be loaded beyond permissible limit approved by Governmental Authorities without causing any delay in transportation.** In the event of such occurrence, Contractor shall be responsible for any penalties levied and shall pay from their own account. Contractor should be well informed about the procedural and documents requirement for such works.
- n. **Caution:** Extreme Caution is must while storing flammable materials, or any other kind of hazardous material. Materials must be stored as per directions of material safety data sheet. The facility must have proper firefighting provision.
- o. The Agent would also send the following periodical reports as per the formats to be provided by BHEL

Sn	Report	Frequency	Mode
1	Daily Status Report(DSR) of BHEL Invoice / S/Bs indicating cargo receipt at warehouse and docks along with status of customs processing- by email	As informed by BHEL	By Email
2	Weekly Report of Materials received, shifted and balance in CHA's Warehouse by email	As informed by BHEL	By Email
3.	Summary Statement of bills raised on BHEL as per contract in excel format (soft copy) with status of payments.	As informed by BHEL	By Email

Note: In case of any dispute regarding accounting of BHEL's material, DSR report in conjunction with LR receipt copy will be final and binding.

- p. **Procedure For Storage Of Packages In Warehouse:**

After unloading of the packages/consignments at warehouse, the packages are to be stored in the following manner:

 - i. Package should be identified with LR No.
 - ii. Storage instruction given on the package should be strictly followed.
 - iii. **Stacking of heavy weight package to be avoided.**
 - iv. Stacking limit to be followed in case of various weight packages
 - v. Care may be taken for proper elevation of packages stored at open warehouse place to prevent packages from getting damaged due to rain water.
 - vi. contractor shall follow the good practices while storing packages at both the warehouses

1.3. Survey Of Cargo:

- a. The Contractor needs to check and supervise the cargo availability at Port / storage area/ CFS and recheck the dimension of each package available, Conduct jointly or otherwise pre-shipment survey of packages including measurement by licensed measurer / port /Carrier authorized agencies.
- b. All authorized survey report including pre-dispatch survey reports, ship survey reports as instructed will be collected by contractor and forwarded to BHEL.
- c. The pre-shipment survey measurement report will have to be submitted to Concerned BHEL office before finalization of draft BL and also along with the bill raised by contractor.

- d. It shall be the endeavor of contractor to minimize the opening of the packed consignment. Opening and repacking (wherever required) shall be carried out as per the supplier's manual, if any. Contractor will take all precautions that repacking is sturdy enough to withstand transportation vibration, multiple handlings **en-route** to port/Airport.

1.4. Export Custom Clearance of Cargo: The Contractor / his associate must be well versed in customs clearance documentation procedures in India and has to do advance liaison work with Customs and keep the necessary customs clearance paper work ready before Flight/ Vessel arrival to avoid detention / demurrage.

- i. Contractor has to inform BHEL in advance the input documents required for Export custom clearance. The Contractor will collect all documents/invoices/packing list, letters pertaining to Export shipments/licences etc., and promptly inform in case any deficiency in documents.
- ii. If no observation is received it will be presumed that the documents given to the Contractor are complete in all respect for clearance of consignment in the specified schedule.
- iii. Preparation and filing of all necessary relevant documents with the Customs, Port Authorities, Insurance Company and Steamship Companies, Airlines, Post office etc. for clearing and forwarding of consignments arriving at Mumbai Sea Port/CFS/ CONCOR/JNPT/Airport on time shall be the responsibility of the Contractor.
- iv. Contractor is required to arrange for customs clearance of the materials at load port i.e do all the required formalities like Registration of DEEC/EPCG license with customs, lodging of S/B, processing the multiple shipping bills (**DEEC / drawback/EPCG/FREE etc as the case may be as advised by BHEL from time to time**), Contractor has to inform of discrepancies in documents, if any.
- v. Contractor has to do all the required formalities like dock supervision, coordination, facilitation, loading supervision, Assessment of S/B, Customs examination at port/ on, all related formalities and providing necessary endorsed documents of export (EP/ Exporter copy of S/Bills, SDF etc as applicable.), Handing over of the LEO S/Bills to the carrier/forwarder/agent and keep the record of the same including processing of drawback claim and ensure the same is received by BHEL in their bank account, overtime formalities, shipping line dues etc.
- vi. Follow up of old drawback claims if any as informed by BHEL.
- vii. Contractor will timely re-load the materials for shifting the cargo to relevant port/CFS ensuring that the cargo is placed on board the target Flight /Vessel. Cart the materials to the carting point provided by the carrier/forwarder / free carting area.
- viii. Coordinate with shipping company/agent for carting order, Flight/ Vessel arrival update, loading plan, storage, sailing schedule, and filing of EGM, B/L release, mate receipt, survey reports and any other coordination required.
- ix. Contractor shall forward scan copy (via email and in hard copy) of all documents like S/B, invoice and packing list etc. immediately after LEO.
- x. Obtain other documents like Exchange Rate certificates from Banks, GSP from EIA and any other documents relating to export.

- xi. Carry out all back to town procedure, including closure/audit of N form for old cases, if applicable.
- xii. Contractor shall also lodge and pursue the refund/ claims on BHEL's behalf, till final settlement in respect of cargo cleared by contractor. The contractor shall lodge and pursue all old and new Manifest Claims and Custom Refund Claims, Claims with Steamship companies/ Carriers, Claims with Railway/ Transport authorities etc. Contractor will obtain file no. , Order in assessment/Original/ Appeal from customs, if any personal hearing is granted. The Appeal/ Revision Petition relating to these claims shall also be lodged by the Contractor.
- xiii. Arrange to feed data in the BHEL Export clearance system through login and password as instructed by BHEL.
- xiv. The details of Bank account of respective manufacturing units for deposit of drawback will be provided at the time of filing S/Bs. The contractor shall follow up with customs for timely processing of drawback claim, resolve any queries raised by Customs and ensure the drawback amount is received in the BHEL account. Contractor shall monitor and provide detailed report of drawback amount processed by customs.
- xv. BHEL will monitor, supervise, coordinate, approve checklist for uploading in Customs systems, provide authorization and original documents like DEEC licenses etc., make Wharfage payments, receive progress reports, Contractor's bill, for all cargo received by Contractor at load port. Coordinating person details are provided in General Information of the tender.
- xvi. The Heavy Lift packages will have to be unloaded or received under hook for loading on Flight / by the Contractor. In the event of any exigency the contractor should be in a position to mobilize multiple axle trailer in short notice. Any detention or idling of Flight / Vessel, dead freight claims should be avoided and if incurred, will be borne by contractor.
- xvii. Contractor will take all the necessary permissions from the relevant agencies at and outside Port etc. for carting of cargo/ Roll On, Roll off, Lift On, Lift Off activities. Contractor to obtain necessary permissions/ clearances from all concerned Authorities for transportation of all the cargo within or outside port.
- xviii. Contractor has to arrange for Loading/unloading of the materials/heavy lifts from the Contractor's warehouse and transportation to the Port / jetty/CFS, arrange movement and handling of the cargo inside the port/at jetty/CFS, load/unload the cargo on to the Flight / arranged by the Contractor. Contractor has to deploy/employ appropriate gears depending on the type and nature of our cargo (Gears- Mobile cranes, FLT's, Hydra etc.)
- xix. Arrange passes for BHEL personnel/ insurance surveyor for visit / supervision of the cargo loading activity into the Flight / , fumigator for fumigation of packages, if desired.
- xx. Coordinate with BHEL/Carrier/shipping agencies for finalization AWB/BL/MTD, release of the same at the earliest and forwarding it to BHEL through courier at the earliest.
- xxi. Contractor will be responsible for any Flight / vessel detention charges due to delay in non-availability of the customs clearance documents or due to delay in arrangement of requisite Trucks/ Trailers / s/ Crane etc. for direct delivery from the Flight / vessel.
- xxii. Custom Duty if applicable will be paid by BHEL as per actual.

- xxiii. Contractor will have to carry out necessary amendment of the S/Bills for number of package received/shut out immediately to ensure that the available cargo is loaded on the Flight/ Vessel as per instruction of BHEL.
- xxiv. Contractor will arranging of minor repair/remarking of packages. Coordinate with Godi seal Kamgaar for obtaining the repair /repacking charges and providing the handling equipment's to them. Supervise and monitor work done by Godi Seal Kamgaar. Provide all assistance and arrange for lifting/shifting of cargo/package for repair.
- xxv. Timely reply to all auction notice of port trust/CFS for removal / withdrawal of auction notice. Under no circumstances the cargo will go in auctions.
- xxvi. Contractor should forward all demand notices to BHEL as soon as it comes to their knowledge for timely auction by BHEL.
- xxvii. Payment/reconciliation of Port charges/CFS for each S/B through the PD account/BHEL and forward the statement of port trust PD account every month along with MBPT chappas/ CFS bills. The adjustment / payment of port/CFS charges through BHEL PD account/BHEL will have to be done within permitted time to avoid any interest on delayed payment. The interest charges by the port trust/CFS will be recovered from your bills.
- xxviii. Contractor shall be responsible for obtaining Exchange Rate from Bank for non-listed currency.
- xxix. Contractor shall arrange suitable Security/Escort/Escort/Watch and Ward in adequate numbers at the warehouse/storage area, port and en-route from starting point to the destination point. Ensure safety of cargo, route should be planned appropriately considering dimensions and weight of cargo.
- xxx. BHEL representative reserve the right for inspection of any or all operation during transportation, loading/ unloading/ trans-shipment/ storage / preservation/packing/ repacking/lifting/shifting etc and the contractor will be permitted to proceed with their further program after obtaining clearance from BHEL for the preceding activity, in case BHEL intends to carry out such inspection.
- xxxi. All the undertakings given to customs and port authorities will have to be cancelled after completion of work.
- xxxii. Transfer/Transshipment of all types of cargo is in CHA's scope. During this activity loading/unloading on suitable vehicle, lashing and securing the consignment on the Trailer including arranging material for tying/ fastening/ lashing/ securing shall be in Contractor's scope.
- xxxiii. Contractor needs to coordinate for damage assessment / certification, reporting, lodging First Information Report with local governmental authorities, to coordinate with all concerned including Insurance Surveyor and take all necessary steps at once in order to secure the rights of Owner / Insurer.

1.5. Scope of work for Fumigation services:

- i) The contractor will depute his representative for carrying out necessary Fumigation.
- ii) The agency who is carrying out fumigation work (either self or outsourced) must have Valid Certificate of Registration of Fumigation agency from Ministry of Agriculture. Provide Latest detail.
- iii) The Fumigation work can be outsourced. Contractor has to provide their fumigation agent details along with offer. The fumigation agent may be changed with consent of BHEL during operation of contract.
- iv) The agency who is carrying out fumigation work (either self or outsourced) must have Valid Certificate of Registration of Fumigation agency from Ministry of Agriculture. Provide Latest detail.
- v) Fumigation certificate must be submitted along with bills for processing of payments and Valid Certificate of Registration of Fumigation agency from Ministry of Agriculture must be attached with bills.
- vi) Agent has to ensure that fumigation is as per Plant Quarantine department of Govt. of India.
- vii) The contractor will make his own arrangements for entry of his representative/ workers into ports, various places for official and equipment for carrying out the job inside ports or other area as and when required.
- viii) The contractor to ensure their equipment are safe inside the port and BHEL will in no manner be liable for any loss / damage.
- ix) The contractor to ensure adoption of practices of fumigation without harming surroundings including port labour by the way of fumigation or any other. The contractor will be fully responsible for any or all claims if any arise out of the process being followed during fumigation.
- x) The contractor should submit certificates of Phytosanitary Compliance (Standard ISPM-15) or any other acceptable Compliance acceptable in the international Trade.
- xi) The contractor to ensure Stamping of all the wooden packages for compliance required as per relevant standards.
- xii) The contractor to be present during customs examination for explanation of the Phytosanitary compliance carried out, if desired
- xiii) The contractor to ensure that there is no delay in going ahead with further processing of the cargo.
- xiv) The fumigation work has to ensure that the fumigation has been done to the satisfaction of customs.

1.6. Handling of Port Trust PD Accounts:

- i. **The Contractor will submit monthly statements of all the deposited cheques and amounts debited as per the format specified by the Company, separately in respect of each of the PD Accounts.** All the relevant cheque deposit slips in original shall be attached with these statements. In case of customs PD accounts, photocopies of all the relevant S/Bs and in case of MBPT PD accounts, photocopies of all the relevant MBPT Chappas will also be attached with the statements.

Contractors 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.

- ii. The Contractor shall obtain duly authenticated monthly extracts of Customs and MBPT PD accounts, with full details and submit the same to this office
- iii. The Contractor shall reconcile the details of the above extract with the monthly statements submitted by them. **Any discrepancy observed has to be 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 Contractor within 10 days.
- iv. **In case of excess payment against any of the P.D. A/c, same shall be recovered by the company from the Contractor's Bills.**
- v. 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 Contractor.**
- vi. **The Contractor shall have to give advance intimation to the BHEL office** as and when additional funds are required to be deposited in these accounts for payments of duty and MBPT charges with complete working details.
- vii. BHEL shall provide only one set of shipping documents like B/L, invoice, packing list etc. If additional documents are required by Customs or any other authority, **the Contractor will arrange for the required number of additional copies at their own cost.**
- viii. **Contractor should forward photocopies of S/Bs and MbPT Chappas etc. for the clearance of cargo done in preceding week on every Monday.**

1.7. The contractor shall maintain records and forward scan copy as and when required of following:

- a. A copy of Export documents i.e. S/B, SDF/GR, Invoice, and Bill of lading.
- b. A copy and register of other documents like Drawback claims, Auction notice with their replies.
- c. Records of P.D. A/c in respect of Customs and MbPT.
- d. Copy of all documents received through transporter delivering materials to warehouse

1.8. It shall be responsibility of the contractor that their agents ensure proper working in the interest of BHEL and the contractor shall be fully responsible for the acts and deeds of the their agent/associates.

1.9. Contractor should comply and be conversant with related Acts, Rules and Regulations like:

- a. Indian Docks Labourers Act 1934: Indian Docks Labourers Act 1934 should be adhered to in totality with special reference to the clause - Transporter & Equipment Operation Section 57 to 74 and also other relevant clauses/ section of the Act. Important clauses of the act that contractors are required to be conversant with are mentioned below:-

i. Power Trucks:

- 1.All trucks shall be of good material, sound construction, sufficiently strong for the purpose for which it is used and maintained in good state of repair.
- 2.All trucks used must have valid fitness certificate.
- 3.Unauthorized persons shall not ride on transport employed in connection with dock work.

ii. Fork-Lifts:

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

iii. Stability Test:

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

iv. Crane Operators: There shall be suitable number of qualified crane operators for each single or pair of loading cranes.

v. Contractor should also furnish calibration certificate/ Fitness certificate of all tools and equipment used during operation as and when asked by BHEL.

vi. 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.

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

1. The Payment of Wages Act, 1936.
- 2.The Factory Act, 1948.
- 3.The Workmen's Compensation Act, 1923.
- 4.The Employees Provident Fund Act, 1952.
- 5.The Contract Labour (Regulation and abolition) Act, 1970.
- 6.The Payment of Bonus Act, 1965.
- 7.The Payment of Gratuity Act, 1972.
- 8.The Equal Remuneration Act, 1976.
- 9.The Employees State Insurance Act, 1948.
10. The Industrial Disputes Act, 1947.
11. The Employment of Children Act, 1938.
12. The Motor Vehicles Act, 1988 along with GSRM 728-E dated 18.10.96
13. The Hours of Employment Regulations
14. Regulation of Employment and Welfare Act, 1969
15. The Warehousing (Development And Regulation) Act, 2007

16. Bombay Warehouses Act, 1959
 17. Bombay Warehouses Rules, 1960
 18. Maharashtra Fire Prevention & Life Safety Measure Act, 2006
 19. Maharashtra Fire Prevention and Life Safety Measures Rules, 2009
 20. Handling of Cargo in Customs Areas Regulations, 2009
 21. Handling of Cargo in Customs Areas (Amendment) Regulations, 2017
 22. The Maharashtra Mathadi, Hamal and other Manual Workers (Regulation of Employment and Welfare) Act, 1969.
- 1.10. Performance of successful contractor during course of contract will be constantly monitored and contractor who is not upto the mark will not be eligible for future contract.
- 1.11. Arrange to forward latest notification/circular of customs relevant to our exports.

Sign and Seal of the Bidder

SECTION III

INSTRUCTIONS TO BIDDERS

GUIDELINES FOR OFFER SUBMISSION:

1. Due to Covid-19, lockdown existing and non-availability of proper courier and postal service, BHEL is seeking the offer from all vendors in two-part bid system in soft copies and same can be sent to our company email ID finmsrodnum@bhel.in in two part bid system i.e. **Technical and price bid in separate email.**
2. Contractor shall clearly mention Tender Reference No **(RE/MUM/EXP/ ER-2015)**, **contractor name and type of bid (Techno Commercial Bid or Price Bid)** in subject of both emails. For example a subject for techno commercial bid from M/s XYZ should be **RE/MUM/EXP/ ER-2015- M/s XYZ- Techno Commercial Bid.**
3. Contractors are requested to **restrict attachment size in each mail to upto 10MB**. In case attachment size is more than 10 MB then techno commercial offers can be sent via part E-mails. Subject should be **M/s XYZ should be RE/MUM/EXP/ ER-2015- M/s XYZ- Techno Commercial Bid- Part1\4** (in case mail is divided in 04 parts).

4. BHEL is not responsible for late receipt of offers due to any reason like network issue, attachment size, and wrong Email address.
5. **Price Bid must be submitted in the prescribed format in section VII, price bid submitted in any other format will be rejected.**
6. **Price bid should be submitted in password protected Excel sheet/ PDF, in format prescribed in the tender (no deviation from format is allowed). All Technically qualified parties will be requested to share their respective password of price bid at the time of opening of Price bid (date and time of price bid opening will be intimated later via mail).**
7. Contractor will be solely responsible for submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
8. **Contractors are advised to go through the tender document fully before submitting their offers.**
9. The contractor while submitting the offer should consider the shortest, most economical and reliable logistics to be adopted for transportation of cargo.
10. It shall be responsibility of the contractor that their agents ensure proper working in the interest of BHEL and the contractor shall be fully responsible for acts and deeds of the agent.
11. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.
12. The offers will be evaluated on the basis of the total price basis (Price Bid). The order will be finalized on one party only.
13. The tender documents comprise the following:-
 - (I) EMD: The EMD to be submitted through NEFT/RTGS. The fund may be transferred to the following account.

BHEL Bank Account details:

Name: BHARAT HEAVY ELECTRICALS LTD

BANK: CITIBANK, NARIMAN POINT BRANCH

ACCOUNT NO:0008279012

IFSC CODE: CITI0100000

MICR CODE:400037002

The EMD should be submitted latest by 1500Hrs on due date of tender. The offers without EMD will not be considered for evaluation. UTR details shall be furnished vide email before opening of tender. NO hard copy DD shall be accepted.

(II) Part-1 – Techno Commercial Bid.

Should be submitted as per guideline provided.

(III) Part-2 – Price Bid

Should be submitted as a password protected Microsoft Excel or PDF file.

Format of price bid must not be changed.

14. After submission of offer, at any stage within the validity period of the offer, if any contractor(s) withdraws such offer, their EMD will be liable to be forfeited and would invite penal action as deemed fit.
15. Any failure to reply to our query/offer etc. without any reason whatsoever after submission of offer(s) shall be treated as if the contractor is not interested in the tender and may lead to forfeiture of E.M.D and other penal action as deemed fit by the Co.)
16. **Evaluation criteria :**
 - a. The price bids will be opened on due date and time communicated separately to all technically qualified contractors via Email.
 - b. Offers shall be evaluated on minimum % offered by contractors in percentage on BHEL Slab rates.
 - c. L1 contractor percentage shall be uniformly applied to BHEL Scheduled rate to arrive at rates of individual schedules.
 - d. No modification is allowed in individual BHEL slab rates.
 - e. Reverse Auction will be conducted after opening of sealed envelope price bids of technically qualified bidders. Please refer BHEL website for guidelines on reverse auction. <http://www.bhel.com/index.php/vender>.
 - f. Order will be awarded to single vendor
17. Canvassing in any form is strictly prohibited and the contractors, who resort to canvassing, shall be liable to rejection.
18. The acceptance of tender shall be intimated to the successful contractors through a Letter of award. The contractor shall be required to execute an agreement and submit security deposit as per General terms and conditions, within fifteen days from LOA which should be valid up to six months after the expiry of the contract period as specified in the Letter of Intent. In the event of failure on the part of the contractor to sign the agreement and furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the acceptance of his Letter of Intent may be considered as withdrawn.

Sign and Seal of the Bidder

SECTION-IV

SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.
- (2) **Security Deposit:**
If the contractor fully performs and completes the works in all respects to the entire satisfaction of BHEL and presents an absolute “No Demand Certificate” in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, the amount of Security Deposit will be released to the contractor after deducting all costs , expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill.
- (3) The offers of the contractors who are on the banned list and also the offers of the contractors, who engage the services of the banned firms, shall be rejected. The lists of the banned firms are available on BHEL website www.bhel.com on “supplier registration page”.
- (4) Contractors must go through Guidelines for suspension of business dealings/Reverse auction. Guidelines for suspension of business dealings with suppliers/contractors and Reverse auction are available on website www.bhel.com on “supplier registration page”.
- (5) **VALIDITY:** The contract shall be valid for one year after award of LOA or date mentioned as per LOA with the provision of further extension up to one year with the mutual consent. The Contractor must give minimum 03 month notice in writing if he wishes to discontinue the awarded work. Cargo arrived in contractor’s warehouse/ custody till date of expiry of contract shall be considered under the scope of contract.
- (6) **Bills of contractor:** The each Bill shall be submitted along with the following documents, as applicable;
 - (a) Copy of B/L, EP/Exporter copy of S/B(If applicable), AWB
 - (b) Copy of Invoice, packing list or invoice cum packing list(If applicable)
 - (c) Copy of measurement slip if applicable
 - (d) Original vouchers/ receipt in support of claims for reimbursement (in case the originals have been submitted earlier, copy of same should be enclosed)
 - (e) Warehouse statement for inward and outward records of the packages.
 - (f) Copy of BPT chappa/ TSP charges if applicable.
 - (g) Covering letter showing the summary of Bills being submitted. The format will be provided by BHEL.
 - (h) Bills for Drawback Shipping bills is required to submit along with dbk scroll no generated by Custom.

(i) LR copy for all the cargo received at warehouse. (LR should have receiving sign of the receiver with date of cargo arrival at warehouse and have the CHA company stamp over it.)

(j) Fumigation certificate along with valid registration certificate from Ministry of Agriculture (if applicable).

(7) **Taxes & Duties on payments :**

(a) GST will be paid extra as applicable

(b) TDS will be recovered from bills as per the rules prevalent.

(c) Invoice should Contractors Invoice shall indicate BHEL GSTIN no.: **27AAACB4146P1ZF.**

(d) Invoice having incorrect GSTIN no will have to be rectified by contractor. Financial liability if any for incorrect GSTIN no will be borne by contractor.

(8) **Payments**

a) The Contractor will be required to raise the Bill for the services rendered in the form prescribed by the company from time to time. The bills will have to be raised serially for each SB / Post Parcel after all the packages contained in the SB/ Post Parcel are dispatched to the destination as per Company's instructions. As such the Bills will have to be raised only after the completion of the entire shipment documentation including release of BLs and EP/Exporter copy of the S/Bills and, and payment of all port dues. etc.

b) Payments of regular Agency bills (Payment of all agency bills will be made on fulfillment of all contractual obligations to the satisfaction of BHEL and on submission of bill complete in all respect along with all requisite documents. Bills without all the documents will not be accepted. Payment will be done within 30 working Days from submission of all documents required for bills.

c) Bills will be submitted by the contractor on weekly basis on the first working day of the week. All Agency bills to be raised within 15 days from the availability of last documents to be submitted but not later than 2 months without any specific reason. The Company would not be liable to accept & process any bills submitted beyond the specified period without ant satisfactory reason for delay.

d) Bills may be prepared as and when they become due under the terms of the contract. The activities involved in operations have to be clearly mentions and payments will be made as per the rate schedules.

e) 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.

f) EDI print out of drawback scroll /proof of payment from customs in of drawback S/b to be provided.

- g) It will be responsibility of the agent to check that the charges levied towards shipping line charges/ CFS charges/ wharfage/ demurrages / detention or any other charge are as per the published rates/tariff. If charges are not matching with published tariff, or tariff is not available, matter has to be referred to BHEL and payment is to be made only after BHEL approval. Any payment made either without matching tariff or BHEL approval shall not be reimbursed.
- h) All the Bills should be in the name of BHEL, ROD, Mumbai having GSTN 27AAACB4146P1ZF.**
- i) **Billing Address:** BHEL ROD Mumbai, 15th floor, World trade Centre- 1, GD somani road, Cuffe parade, Mumbai City, Maharashtra-400005.
- j) **GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor.**

(9) **Reimbursement**

- (a) Payment made by CHA on behalf of BHEL(Reimbursement of payments made by the CHA on behalf of the Company, can be claimed by the CHA in one bill along with original invoices and receipts of payments, issued by various parties/agencies immediately after event of the payment. Bills which are complete in all respects shall be paid within 30 working days. Incomplete bills will be returned.)
- (b) Custom overtime charges or any receipted charges/ statutory charges.
- (c) EDI CMC charges, AAI Charges, gate pass charges, packing charges if done on instruction of BHEL, form/application charges.
- (d) THC/ TSP if paid as per instructions of BHEL would be reimbursed.(The charges levied by CFS, wherever CHA equipment are not permitted would be paid extra as per the invoices/Tariff of the CFS.)
- (e) Any other statutory charges paid by CHA on instruction of BHEL will be reimbursed on submission of proper invoice.
- (f) The Agent will not be entitled to claim any interest or any other charges on delayed payments.

Sign and Seal of the Bidder

SECTION V

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, LOA, 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.

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 LOA 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.
- 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 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 warehouse 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 except at CHA warehouse (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 favor 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 five days of issue of LOA 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 favor 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 favor 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 opening)

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

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

22.3 EMD of the bidder 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 LOA/ Contract

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

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 LOA/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 defaulting 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

For detailed information regarding reverse Auction procedure, please refer BHEL Reverse auction Policy available at <http://www.bhel.com/index.php/vender>.

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 centre 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.

31.MSE suppliers: MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure I where deemed validity of EM II certificate of 5 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 deficiencies in the above required documents are not submitted before price bid opening. The documents in this regard must be sent to mail ID finmsrodnum@bhel.in. Documents should be notarized or attested by Gazette officer.

Sign and Seal of the Bidder

SECTION-VI

TECHNO- COMMERCIAL BID (RE/MUM/EXP/ER-2015)

Sn	Description	Remarks
1.	EARNEST MONEY DEPOSIT Rs.: UTR details shall be furnished vide email and intimated through E-mail before opening of tender.	(Details of the EMD to be provided here)
2.	Contractor must have valid Custom House Agent (CHA) License from Customs in their name	Self-certified copy to be submitted
3.	Valid AEO/LO certificate from Customs in the name of CHA.	Self-certified copy to be submitted
4.	Contractor must have an average annual turnover not less than Rs 4.68 lakhs in for the last 3 years. (i.e for FY year 2017-18, 2018-19 and 2019-20) Contractor may also submit FY details for 2016-17, 2017-18 & 2018-19 if audit for 2019-20 is not completed).	(Copy of CA certificate with UDIN number or Audited Balance sheet to be uploaded.
5.	Contractor must submit experience of having successfully executed "CHA Contract " in the last 7 years (ending last day of month previous to the one in which the tender is floated) as under (a) Three contract of value not less than INR 6.24 Lakhs each or Equivalent or (b) Two contract of value not less than INR 7.81 Lakhs each Or (c) One contract of value not less than INR 12.4 Lakhs each	Copy of satisfactory completion/Execution certificate from customer mentioned value of work. Details of the customer with email and office address are also required for verification. In case completion certificate are not verifiable due to any reason then such bids are liable to be rejected.
6.	Contractor should have their own closed and covered warehouse (closed shed) in the vicinity of Nhava sheva / JNPT or tie up with associate having such a warehouse facility with a capacity to store at least 500 CBM at any point of time. (Address of warehouse and Self declaration if the facility is owned by the contractor / letter of support from the warehouse owner to be uploaded on e-portal by the party. Warehouse should have weighment facility(Min upto 10MT) , CCTV Camera, Closed/Shaded warehouse, loading/unloading	Address: _____ _____ _____ Area to store 500 CBM: _____ Owned/Rented/Leased: _____ copy of Ownership document/Rent

	facility, proper security etc	Agreement/ Lease Agreement to be provided.
7.	Fumigation Agent details	Owned / Outsourced Name..... Copy of certificate of Registration of Fumigation agency from Ministry of Agriculture
8.	Company Details PAN Number & GST Registration	Copy to be provided
9.	The Contractor should not have been banned/Suspended for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank and nor should be associated with party who have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India/ EXIM Bank as on date of publication of NIT.	A self-certification should be submitted
10.	The Contractor should NOT have been referred to BIFR and Interim Resolution Professional (IRP) is not appointed for initiating insolvency by NCLT proceedings against the contractor.	A self-certification should be submitted
11.	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
12.	Offers of those contractors either whose performance is not satisfactory with BHEL in last Three years or Risk purchase has been initiated/operated by BHEL in last Three years, shall not be considered for evaluation. Also offers of those contractors who are sister concern/partners/ subsidiary/Co subsidiaries or group companies of such companies whose performance with BHEL is not satisfactory or Risk purchase has been initiated/operated by BHEL in last Three years , shall not be considered for evaluation	Agreed
13.	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be submitted/Uploaded on E-portal	To be submitted
14.	<u>PAYMENT TERMS:</u> As Specified in the General terms and conditions	Agreed
15.	<u>INDEMNITY</u> As Specified in General Terms & Conditions.	Agreed
16.	<u>ARBITRATION</u> As Specified in General Terms & Conditions.	Agreed

17.	<u>FORCE MAJEURE</u> As specified in the General Terms & Conditions.	Agreed
18.	<u>ADDITIONALWAR RISK INSURANCE:</u> In the event of war or war like situation, additional war risk premium if any as per notification of the Lloyd's surveyor/Insurance additional insurance premium paid receipt for war risk, pro rata, insurance for Hull machinery for the BHEL cargo may be considered for payment.	Agreed
19.	TAXES: All taxes on freight, insurance and other dues of the vessel and trailers shall be to the Contractor's A/c. The Contractor shall be responsible for payment of any Sales, Service, Income Tax or any other form of Tax leviable not envisaged in the tender on transportation activity carried out in discharge country being main/sub-contractor of BHEL. Only GST is payable as per actual. GST shall be paid only on reflection in GSTR2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor	Agreed
20.	<u>VALIDITY</u> The period of CHA contract will be for one years from LOA date with the provision of further extension up to one year by mutual consent. Cargo arrived in warehouse/ custody of contractor of till date of expiry of contract shall be considered under the scope of contract.	Agreed
21.	<u>GOVT.RULES & REGULATIONS:</u> CONTRACTOR to abide by all the rules and regulations related to road transportation, traffic, police, customs etc. These would include all levies, licences, and permits for operation in India / transit country / discharge countries. It is obligatory for CONTRACTOR to comply with regulating requirements in discharge port countries are fully met before award of the contract.	Agreed
22.	<u>RISK PURCHASE</u> As Specified in General Terms & Conditions.	Agreed
23.	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
24.	Drawback: CHA process all drawback claims and resolve all queries of customs and ensure the drawback amount is deposited in BHEL account. Weekly report on drawback status	Agreed

	for each S/B required to be submitted through email	
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Sign and Seal of the Bidder

SECTION –VII

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

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

Sub : Your Tender no RE/MUM/EXP/ER-2015

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 finalizing the Tender.

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

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

Thanking you,

Yours faithfully,

Name/Signature of the signatory.
Stamp.

SECTION VIII

PRICE BID: RE/MUM/EXP/ER-2015

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

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

Please refer section IX for details regarding BHEL schedule rates.

Note:

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

Example 1.

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

Example 2.

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

Sign and Seal of the Bidder

SECTION IX
Annexure I

Activity wise Rate schedules

Sch No	Charges for Export Custom Clearance		Sch Rate (INR)
S01	Charges for Export Custom Clearance at JNPT/ MBPT/ Airport	Rates Per S/B	2413
S02	Charges for Back to Town clearance at JNPT/MBPT/Airport	Rates Per S/B	5250
S03	Charges for Ex-bonding of cargo as per Sec 69 at JNPT/MBPT/Airport	Rates Per S/B	5600
	Material Handling		
	Material Handling charge	Slab of Individual Package	
S04	Material Handling charge (i.e. loading or unloading) charges for package weight slab at any of below mentioned places: 1. At CHA warehouse. 2. At MBPT (at carting point or hook point). 3. At Air Cargo complex of Mumbai Airport. 4. At any CFS of JNPT Note: Wt of individual package will be considered for deciding wt slab. Note: One Loading or One Unloading will be considered as One Handling	from 0 FRT to 1 FRT	1196
S05		Above 1 FRT to 9 FRT	617
S06		Above 9 FRT to 15 FRT	536
S07		Above 15 FRT to 30 FRT	580
S08		Above 30 FRT to 50 FRT	545
	Transportation		
		Unit	

S09	Transportation from CHA warehouse to CFS @ JNPT And Vice Versa	Charges Per FRT	534
S10	Transportation from CHA warehouse to MBPT Carting point Or To Airport Cargo complex and Vice Versa	Charges Per FRT	744
S11	Transportation from JNPT to MBPT Or JNPT to Airport and vice versa	Charges Per FRT	744
S12	Transportation from Airport to MBPT and vice versa	Charges Per FRT	700
S13	Charges for Transportation Within Port, example between two berths or wharfs or between carting point to hook point in MBPT (Will be paid in addition to charges paid in S09, S10, S11 and S12 whatever the case may be)	Charges Per FRT	298
		Unit	
S14	Fumigation charges	Per CBM charges	368

Note:1	1. For transportation minimum amount for 3 FRT will be paid. For transportation of cargo more than 3 FRT, payment will be made as per actual FRT.
Note:2	A package exceeding any one or more of the following dimensions will be treated as ODC package. Length: 6.0 m, Width or Breadth: 2.0m, Height 2.0m Transportation charges for ODC will be paid 20 % extra of slab rates.
Note: 3	Storage Charges per week on prorata basis (First 7 days Nil) Payable from receipt of the package of the consignment in warehouse. For weight of less than 1 FRT, payment will be made for 1 FRT (Warehouse should have weighment facility (Min upto 10FRT), CCTV Camera, Closed/Shaded warehouse, loading/unloading facility, proper security etc) is fixed as INR 150/- per FRT per Week.
Note: 4	2. For Fumigation, Charges for Minimum 2 CBM will be paid, for shipments having CBMs higher than 2 CBM, payment will be as per actual CBM.

Annexure II
Extra Schedule

SI No	Operation Description	Measuring Unit	Extra Slab rates
1	Custom Examination Charges (including labour, carpenter and handling etc)		
1.a.	Customs examination charges for DEEC (advance authorization, DBK and free shipping bills (for re-export or re-import purpose) in case packages are open for custom examination (will be paid additional to custom clearance charges mentioned in sch S01 of annexure I)	Per S/B	1179
1.b.	(B) ODC packages are examined on Trucks/Trailers (Hook Delivery) {will be paid additional to custom clearance charges mentioned in sch S01 of Annexure I}	Per S/B	1499
1.c.	Survey Expenses, including labour, carpenter and handling(Including External, Detail and for measurement etc) Note : In case of joint survey, then survey charges	Per package per instance	1351

	will be at actual as per supporting		
1.d.	For weightment procedure when weightment is ordered including loading and unloading involved	Per Ton	666
2	Service Charges for amendment of S/B/ Other documents		
2.a.	(A)Vessel/ Flight amendments on S/B	Per S/B	1312
2.b.	(B) Amendment of FOB/CIF value/ No. Of Packages / Description etc on shipping bill/AD Code registration/Custom alert removal before LEO (Note : Receipted will be paid as per actual)	Per S/B	2014
2.c.	(C) Amendment of FOB/CIF value/ No. Of Packages / Description etc on shipping bill/AD Code registration/Custom alert removal after LEO (Note : Receipted will be paid as per actual)	Per S/B	2014
3	Service charges for obtaining additional documents		
3.a.	(A) Obtaining duplicate S/B	Per S/B	2721
3.b.	(B) Obtaining GSP/ Certificate of Origin	Per document	1018
3.c.	(C) Obtaining Certification/Legalisation from the Consulates/Embassies (receipted will be paid as per actual)	Per document	1387
4	Service charges for marking/ changing markings on packages as per BHEL instructions		
4.a.	(A) Inside Docks	Per package	445
4.b.	(B) Inside Warehouse	Per package	380
5	Cancellation of S/Bs/Auction sale notice		
5.a.	(A) Cancellation of S/B	Per S/B	1266
5.b.	(B) Cancellation of Auction/Sale notice	Per S/B	1882
6	Conversion of S/B i.e. Drawback to DEEC or DEEC to Drawback/ Registration of AD Code/Bank Account details in Customs/ Customs Alert Removal NOC letter / Processing of Drawback under Sec-74 and other claims	Per S/B	2798
7	Service charges for Computer registration of DEEC/EPCG License	Per License	1785
8	Providing Security Services in Port	Per person, per shift	214
9	Minor Repair of Packages by the way of Strapping at the Airport	Per Running Ft length	103
10	Transportation and labour charges for shifting of packages from WTC/other offices/other warehouse & vice versa.	Per vehicle (mini truck/ full truck)	4792

Note:

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

- Processing of S/Bs and all other related activities as defined in the scope of the tender.
- Customs examination charges for DEEC, DBK and free shipping bills (for re-export or re-import purpose) in case packages are open for custom examination (will be paid additional to custom clearance charges mentioned in sch A1). Charges for Opening and repacking of boxes for customs examination for free S/Bs are included the rates offered.
- Wharfage / Demurrage / Storage / Ground rent / Terminal Service Charges at CFS / other statutory and mandatory charges to be reimbursed by BHEL as per actual against documentary evidence.
- Loading/ Unloading charges as defined in rate schedules.
- All other work specified in the Tender

Basis of Calculation:

- **The rate is per FRT basis or Per CBM basis or Per S/B basis as defined in rate schedules.**
- For determining the slab, no rounding off will be done.
- **The storage charges Per FRT per Week is fixed as INR 150/-.**
- **Weight/ Dimension shown Packing List will be considered for payment. However, in case of variance of more than $\pm 5\%$ from the packing list with authorized surveyor report or or the actual measurement done at the port then authorized surveyor report or the actual measurement done at the port will be taken as final.**
- In each S/B of air shipment the chargeable weights of individual packages will considered for determining weight slabs.

Sign and Seal of the Bidder