

**PART -II**

***TECHNICAL BID FOR  
CHA CONTRACT***

**TENDER NO : RE/MUM/IMP/8T/5133**

**TENDER FOR APPOINTMENT FOR CUSTOMS  
HOUSE AGENT**

**TENDER NO:RE/MUM/IMP/8T/5133**

**LAST DATE OF SUBMISSION : 29/10/10  
: 15:00 Hrs**

CHA'S AUTHORISED SIGNATORY

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## **GENERAL INFORMATION**

BHEL Mumbai office is supporting the various manufacturing units of BHEL for custom clearance of Imported goods from various countries. During 2009-10 imports of 3600 B/Es of Sea and Air shipments having total tonnage of 60000 tons have been handled by Mumbai office and increase of 10% per year on the above data may be considered for year 2010-11 & 2011-12.

BHEL desires to appoint CHAs, for custom clearance and related activities for import of consignments at Mumbai/JNPT/Mulund Ports, Air Cargo Complex and other CFS/ICD. Services of more than one CHAs will be considered for engagement. Detailed specifications and scope are covered in Section -II

Names addresses of the Contact Persons for this tender are

Sl. No.	Name and Address	Phone Nos. & Email
1	<b>BHEL ROD Mumbai</b> Mr M G Kargaonkar Addl. General Manager,  Mr. S.W.Varne Sr.Dy.General Manager  Material Services Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14, 15 <sup>th</sup> Floors, World Trade Center, Cuffe Parade, Mumbai, Maharashtra India	Ph No. 022 22180401 Mob 09867213449 Fax No. 022 22180748 Email : mgk@bhelrmb.co.in  Ph. No. 022 22185038 Mob No. 09892467805 Fax No. 022 22180748 Email: varne@bhelrmb.co.in

**SECTION I**

**SPECIAL INSTRUCTIONS**

**1.0 Composition of Tender Bid**

The tenders have to be submitted under three-bid system consisting the following and filed information to be sealed in separate covers

- 1.1 Part I—Application for registration of Customs House Agents(CHA).
- 1.2 Part II—Technical Bid of Tender for CHA contract.
- 1.3 Part III—Price Bid.
- 1.4 The existing Registered vendors of ROD Mumbai & ROD Chennai need not submit the **Bid Part-I** Application for Registration of CHA. They should submit Part II and Part III only.
- 1.5 Other parties have to fill up the **BID PART-I, PART II and PART III** i.e. QR Bid - Application for Registration of CHA along with documents, Technical bid, Price Bid respectively.

The technical bids of the parties qualifying for Registration –Part I will only be opened. The Price Bid of the technically qualified bidders only will be opened for evaluation.

Only qualified bidders as per essentiality criteria given in the Application for Registration of CHA as Bid Part-I will be considered for Technical Bid –Part II evaluation.

**2.0 Technical Bid**

- 2.1 Bidder shall sign the Section I to V of **Part-II tender** documents and company seal is to be affixed on all pages containing Sections I to V and Blank formats of price bid and submit all these documents in separate sealed cover is to be clearly superscribed “**CHA TENDER PART II- TECHNICAL BID**”.
- 2.2 The bidder shall submit techno-commercial format (attached).
- 2.3 The offers shall be kept valid for a period of 90 days from the date of opening of the Tender.
- 2.4 EMD in the form of Demand Drafts for Rs 2,00,000 (Two lakhs only) is to be submitted in a separate envelope. This envelope shall be kept in ‘**TECHNICAL BID**’ envelope. Offers without requisite E.M.D. will be rejected.

**3.0 Price Bid**

- 1.0.A Financial Bid' is to be submitted on the formats specified in CHA TENDER PART III- PRICE BID Section VI of these tender documents. (Schedules S-01 to S 06).
- 1.0.B This envelope should be clearly superscribed as '**PRICE BID**' with the sealed cover is to be clearly superscribed "**CHA TENDER PART III- PRICE BID**"
- 1.0.C Rates have to be quoted for each and every item of each Schedule. Bidders should quote rates against the items in the Tender Schedule for the work as fully described and contained therein. No modifications to the work contained in the items will be allowed. Rates to include all incidental activities/facilities to carry out the detailed job unless exclusions are clearly mentioned.
- 1.0.D Quotations other than in prescribed formats will not be accepted under any circumstances. Hand written offers will not be accepted.
- 1.0.E The price bids without rates quoted for any schedule in toto is liable for rejection.
- 1.0.F The rates given in Section VI of Part-III (Schedules S 01- S 06) will be final and binding. The rates finalized in the contract are firm and fixed during the entire currency of the contract and no claims for escalation shall be entertained for any reason whatsoever.
- 1.0.G 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/ are liable to be rejected.

**4.0 Corrections/Mistakes**

- 4.1 All corrections made in the bid should be initialed. In case of Price bids, signed by authorized signatory & company seal should also be affixed at all corrections.
- 4.2 Any request from the Tenderer 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.

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

4.4 In the event of L1 bidder backing out after acceptance of BHEL's counter offer , EMD will be forfeited . Additionally, future business of such de-faulting bidder will be suspended with BHEL as per company policy.

4.5 The successful bidder(s) shall be intimated through a Letter of Intent (LOI).The contractor shall be required to submit security deposit as per para 13.0 of Section IV of this Tender Document, within fifteen days from LOI which should be valid up to six months after the expiry of the contract period as specified in the Letter of Intent.The Contract Agreement is to be executed by contractor within one month from LOI date. 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.

All envelopes consisting of Bid Part-I,Part-II & Part-III as described earlier are to be submitted, enclosed in a separate sealed cover. This cover may be superscribed **"TENDER FOR APPOINTMENT OF CUSTOMS HOUSE AGENT "** and addressed to the ' ADDL.GENERAL MANAGER(MS) , BHEL, ROD, 14/15 th Floor,WTC-1, , Cuffe Parade, MUMBAI-400 005.'

This cover shall also be labeled with the Contractors name, address and contact person.

Tenders complete in all respects as per above address to be submitted in the tender box at 15<sup>th</sup> Floor, BHEL,ROD, WTC-1, Cuffe Parade, Mumbai-400 005. by **15 00 Hrs on 29/10/2010**. Tenders received after the scheduled time are liable to be rejected.

**Bidders are invited for Pre-Bid Meeting for any clarification on the tender documents which will be held at BHEL,ROD,14/15 th Floor,WTC-1,Cuffe Parade,Mumbai-400 005 on 25/10/2010 at 15 00 Hrs.**

**Evaluation Criteria :**

- a) The Price bids of qualified parties will only be opened in presence of the bidders. The date, time and venue of tender opening will be intimated to the bidders separately.
- b) The load data/quantities that would be considered for evaluating the tender will be furnished in due course.
- c) The price bids without rates quoted for any schedule in toto is liable for rejection.
- d) The L1 Bidder will be decided taking sea & air consignments together.
- e) After examination of L1 bidder's rates, counter offer may be given by the company to the L1 bidder.
- f) After finalization of rate with L1 bidder, the same will be offered by BHEL to L2, .....Ln till the desired no. of parties as required /spelt in the tender are available to the Company.
- g) BHEL reserves the right of redistribution of the work within the CHAs selected in case of one CHA not able to meet the requirement of BHEL.
- h) BHEL intends to appoint more than one CHAs. The work may be distributed on the basis of the type of clearance (Merit/PI/DEEC/Other notifications). Smooth clearance of imports is of prime importance, hence the Load will be distributed to meet this requirement. As far as possible attempts will be made to ensure standing of the CHAs ie. Higher load will be given to the L1 party subject to his capacity as assessed by BHEL and requirement of smooth clearance.



## **SECTION- II**

### **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/ICD 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, Defence 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 by project import/DEEC/Adhoc 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.

Agent should have full fledged offices at Mumbai (in the vicinity of each at Mumbai port, Airport, Nhava sheva dealing with CHA operations).

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 on 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 any, must be pointed out 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.

For clearance, the Agent will verify if sufficient balance is available in the Import License/ PI List/ Exemption Certificate 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. 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/ICD etc. or Free Time allowed by other agencies.

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- iii. CHA shall custom clear the cargo with the following periods after the last input required for assessment of BILLS OF ENTRY is made available

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

<b>Sl. No</b>	<b>Activities</b>	<b>AT SEA PORTS i.e. MBPT(MBPT's CFS/ICD), CFS/ICD OF MULUND &amp; JNPT (*)- Net working days</b>	<b>AT AIRPORT (*)-Net working days</b>
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 (including RA)/ Project import (including CRA)/Power Certificate/Adhoc Exemption(Defence Cert) Certificate/H.S.S. B/E/Re-Import B/E 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 received (after B/E completion, duty paid/ADF/IDF done) obtaining final D.O. from Single Agency only, customs examination & out of charge.	1	-
G	Additional time in case of OBL/BRO received (after B/E completion, duty	2	-

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	paid/ADF/IDF done) obtaining final D.O. for multiple consol agencies , customs examination & out of charge.		
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
I	Submission of additional Purchase Order/PI List for registration.	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

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

**LAST INPUTS 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. The Agent shall also utilize the facility of prior assessment of B/E without waiting for filing of 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 got 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 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 sea shipments**, the CHA has to inform the duty in advance to the company for preparing pay order or making payment on-line and making it available to the CHA in time to avoid any delay in customs duty payment and clearance.

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Priority for clearance under DEEC /Adv License/EPCG/Adhoc cert 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 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 .

#### **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. If Agent fails to submit the original bills of entries within specified time i.e. within one week from the date of despatch 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 for each docket without fail.

#### **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 and follow up the matter till its reimbursement is obtained.

#### **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.

#### **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 B/E copy 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 despatches 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 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 20.00 hrs.
- Agent shall handover Xerox 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 suitable charges (demurrage/warehousing/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.

**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 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 born 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-Part-II 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.
- 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 Custom Duty/ 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 customs PD accounts, photocopies of all the relevant B's/E and in case of MBPT PD accounts, photocopies of all the relevant MBPT Chappas 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 Customs and 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

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

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- 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 customs and MbPT.

**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
<b>Imports</b>		
1	Daily Status Report of Pending Consignments	Daily by 12.00 hours
2	Daily Report of Custom Duty Paid	Daily by 12.00 hours
3	Daily Report of Consignments cleared from Docks/ Airport/ CWC	Daily by 12.00 hours
4	Daily Report of demurrage/air warehouse charges incurred on Consignments cleared.	Daily by 12.00 hours
5	Weekly Report of Consignments lying in CHA's Godown	Alternate Day
6	Monthly Report of Port Trust/ Airport Authority PD Account from CHA	Last day of Month
7	Monthly Report of Port Trust/Airport Authority PD Account from Customs Department	1 <sup>st</sup> day of the Month
<b>Bill of Entry Report :-</b>		
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.

- ❖ 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.45.

**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 out side BMC limits. The godowns must have the following features.

- 2.1 The closed godown outside BMC limits should have exclusive space for storing approx. 5000 CBM BHEL cargo. The open godown outside BMC limits should have exclusive space approx 25000 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.
- 2.6 Arrangements of lights suitable for working at nights.
- 2.7 Suitable sitting arrangement in the Godown for Co.'s representatives, whenever they are required to visit, to enable effective discharge of their duties /responsibilities.
- 2.8 Please note that Stacking of cargo is not permitted.
- 2.9 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.
- 2.10 In case of Sea cargo wherein entire packages of one docket are received for storage, may be stored at one place only.
- 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 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.
- [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.

**3.0 DETAILS OF GODOWNS MAY BE FURNISHED IN THE FOLLOWING FORMAT (If existing either own/rented/leased):**

	<b>Details of Godown with address (outside BMC limits at Mumbai)</b>	<b>Area in Sq. ft.</b>	<b>Open or closed</b>	<b>Owned or rented</b>

- 3.1 The bidders should submit ownership/lease/tenancy documents of such Godowns.
- 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.
- 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.

**3.6 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:-

##### **4.1.0 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.

##### **4.2.0 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.

##### **4.3.0 Stability Test:**

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

##### **4.4.0 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 Nos.43 & 44 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.

## **5.0 PERIOD OF CONTRACT**

- 5.1 The period of CHA contract will be for two years with the provision of further extension up to one year at the sole discretion of BHEL.
- 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 The Company reserves the right to claim from the Agent any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract.
- 5.7 The Agent shall not split or transfer to any other party any part of the contract during the currency of the contract.

- 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 licenses, power certificates, exemption certificate etc will be returned by Agent 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.
- 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 on behalf of BHEL and claim reimbursement from BHEL. However :

- 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 3 lakhs per B/L are to be paid by CHA. Agent to submit bills for reimbursement immediately along with all requisite documents.
- iii) For Charges exceeding Rs 3 lakhs per B/L, 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 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.
- iv) After payment by BHEL, if situation arises to make further payment lesser than Rs 3 Lakhs, such payments will be made by CHA, reimbursement of such payment can be claimed by CHA.

C) CHA can utilize the following PD/ Ac's maintained by BHEL :

1. SBI /IAAC Branch : for custom duty, Stamp Duty, Ware House, Handling charges , MIAPL charges etc. for air cargo
2. PD A/c's with Mumbai Port Authorities : for demurrage / wharfage / stamp duty charges etc.
3. Any other PD A/c that BHEL may open in future & authorize CHA to debit / use.
4. 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 complete 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
- ◆ Copy 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)
- ◆ 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 requirements are fully complied with.**

**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.
- b) For bonded cargo agent can raise agency bill after completion of bonding activities.
- 6.6 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.
- 6.7 For determining the slab & payment , no rounding off will be done.
- 6.8 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.
- 6.9 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.
- 6.10 Payment will be made on Dead weight/volumetric weight (cbm), whichever is higher. For converting the volumetric weight, factor to be considered as 1 CBM = 1 Freight Tons
- 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.

**6.11 ODC PACKAGES:**

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

<b><u>Length</u></b>	<b><u>Width or Breadth</u></b>	<b><u>Height</u></b>	<b><u>Weight/ Volume</u></b>
6.0 Meters	2.0 Meters	2.5 Meters	9.0 MT

**( Letter of compliance in Company's Letter Head )**

Ref. No:

Date:

To,

M/s Bharat Heavy Electricals Limited,  
14/15<sup>th</sup> Floor, ROD, World Trade Centre-1,  
Cuffe Parade, Mumbai –5

**Sub : Your Tender no RE/MUM/IMP/8T/ 5133                      due on 29/10/2010**

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 to be entertained / considered by BHEL.

Thanking you,

Yours faithfully,

**SIGNATURE AND SEAL OF TENDERER**

**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" or "MTO" 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, 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).
- 1.5** Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6** "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7** "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8** "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall



include any Company or Association or Body or Individuals, whether incorporated or not.

**1.9** “VALIDITY OF THE CONTRACT” The contract will remain valid for 2 years from the date of LOI and same shall be extended for one year at discretion of BHEL.

**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.

## **2.0 COMMENCEMENT OF WORK:**

**2.1** 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.

## **3.0 INVOICES AND PAYMENTS**

**3.1** 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.

## **4.0 RISK PURCHASE:**

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

**4.1** 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.

**4.2** 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 of this or any other contract

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

**5.0 OBSERVANCE OF LOCAL LAWS :**

- 5.1** 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 .
- 5.2** The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract.
- 5.3** The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

**6.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:**

- 6.1** All safety rules, codes applied by BHEL/its customer at site 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.

**7.0 INSURANCE:**

- 7.1** 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.

- 7.2** 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.

- 7.3** 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.
- 7.4** 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.
- 7.5** 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.
- 7.6** 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. No extra charges for Mathadi Labours is payable to the contractor on account of handling such cargo.

**8.0 FORCE MAJEURE:**

The following shall amount to force majeure conditions:-

- 8.1** Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion, insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, land slides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- 8.2** 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.

**8.3** 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.

**8.4** Force Majeure conditions will apply on both sides.

## **9.0 PREVENTION OF CORRUPTION:**

**9.1** 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.

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

## **10.0 ARBITRATION**

**10.1** If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between BHEL and the Contractors, the same shall be referred to the sole arbitrator i.e. General Manager, BHEL, ROD, Mumbai or nominee appointed by him in writing. 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.

**10.2** 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.

**10.3** The place of Arbitration will be BHEL, ROD office, Mumbai.

**11.0 LAWS GOVERNING THE CONTRACT:**

**11.1** 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.

**12.0 INDEMNITY:**

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

**13.0 SECURITY DEPOSIT:**

**13.1** Successful bidder shall submit a percentage of the total contract value as security deposit within three days of issue of LOI for the contract

**13.2** Up to Rs.10 lakhs – the security deposit is 10% of the contract value.

**13.3** For 10 – 50 lakhs - the security deposit is Rs. 1 lakh plus 7.5% on amount exceeding Rs 10 lakhs of the total contract value.

**13.4** For above 50 lakhs - the security deposit is Rs. 4 lakhs plus 5% on amount exceeding Rs 50 lakhs of the total contract value.

**13.5** Security deposit may be made in any of the following ways (a) Cash as permissible under IT Act (b) Pay Order, Demand Draft in favour of BHEL(c) Local cheques of scheduled banks subject to realization (d) Securities available from post office such as National Savings certificate, Kisan Vikas Patras etc.[certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back ](e) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee Format should have the approval of BHEL (f) Fixed Deposit receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.

**13.6** The security deposit shall not carry any interest.

- 13.7 Securities / BG's shall be released after three (3) months of successful execution and completion of the contract. The contract will be considered as complete in all respects after full and final settlement of dues and receipt of no due certificate from the CHA. No further claims will be entertained after the closure of contract.

**14.0 EARNEST MONEY DEPOSIT:**

- 14.1 The offers from the bidders shall enclose a Demand Draft for Rs. 2,00,000/- (Rupees Two lakhs only ) towards Earnest Money
- 14.2 The EMD by the tenderer will be forfeited if (i) after opening of the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates (ii) If the bidder after opening of the tender does not commence the work within the period as per LOI / contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
- 14.3 EMD shall not carry any interest.
- 14.4 EMD of successful bidder shall be adjusted towards part of the security deposit payable by DD.
- 14.5 EMD of all unsuccessful bidders shall be refunded normally within fifteen days of acceptance of award of work by the successful bidder.

**15.0 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 lashing 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.



**ESSENTIAL QUALIFYING TECHNICAL CRITERIA FOR CHA ALREADY  
REGISTERED AT ROD MUMBAI & CHENNAI**

- 1.0 CHA must have handled at least 300 B/Es of Engg/Project cargo (includes DEEC,EPCG,PI B/Es.)**
- 3.0 Current ratio more than 1 (for the year 2009-2010) for the latest financial year.**
- 4.0 Positive Net worth for the financial year 2009-10.If audit is not over for that year, the data for the earlier year may please be given.**

**All above to be certified by Chartered Account**

- 5.0** A separate qualified team of adequate number of persons is required for Customs clearance activities of each BHEL Unit.CHA to submit undertaking stating that if BHEL places order for Customs clearance activities, we will recruit qualified manpower as desired by BHEL for Customs clearance of BHEL Unit.BHEL expects clearance of 10 shipments of each BHEL manufacturing units per day per CHA and hence CHA has to arrange for the requisite man power for the same.BHEL cargo is being received at various CFS and hence CHA to be geared for timely clearance considering the above.
- 6.0** Bidder's consent letter(s) to BHEL, to arrange godown as per specification given at Clause 2.0 of Section III of this bid within 15 days of issue of LOI. Those who are having godowns (either rented, leased or owned) as per BHEL's requirement, shall furnish the agreement and details.-→ on bidders Letter Head stamped and signed.

**NOTE : (1) TO BRING AT PAR ALL THE BIDDERS FOR THE QUALIFYING REQUIREMENT OF THIS TENDER FOR ALREADY REGISTERED CHAs AND NEW CHAs, THE ABOVE REQUIREMENTS HAVE BEEN LISTED FOR ALREADY REGISTERED CHAs IN THIS SECTION.**

**(2) OFFER OF THE ALREADY REGISTERED CHA NOT MEETING THE ABOVE QUALIFYING REQUIREMENT WILL NOT BE CONSIDERED FOR THIS TENDER.**

**TECHNO-COMMERCIAL FORMAT**  
**(APPLICABLE FOR ALREADY REGISTERD AND NEW CHAs)**

**Tenderers meeting the following requirement with supporting documents will get technically qualified**

<b>Sl.No.</b>	<b>Description</b>	<b>Remarks</b>
1.	EMD for Rs.2 Lakhs	Submitted/not submitted
2.	Technical bid Signed and Stamped (All pages)	Submitted/not submitted
3.	Blank Financial bid Signed and Stamped	Submitted/not submitted
4.	Compliance Letter on Bidder's Letter Head signed and stamped	Submitted/not submitted
5.	Customs cleared the cargo of Engineering Companies /Project cargo in Public Sector /Private Sector Organisations. (Work Order/Certificate from customer)	Submitted/not submitted
6.	CHA must have handled at least 300 B/Es of Engg/Project cargo (includes DEEC,EPCG,PI B/Es.) (Clients certificate and B/Es from Custom records)	Submitted/not submitted
7.	Current ratio more than one (for the year 2009-10) or latest ended financial year (CA certificate)	Submitted/not submitted
8.	Positive net worth for the financial year 2009-10, if audit is not over for that financial year, the data for the earlier year may please be given. (CA certificate)	Submitted/not submitted
9.	A separate qualified team of adequate number of persons is required for Customs clearance activities of each BHEL Unit.CHA to submit undertaking stating that if BHEL places order for Customs clearance activities, Undertaking that we will recruit qualified manpower as desired by BHEL for Customs clearance of BHEL Unit. (on bidders Letter Head stamped and signed)	Submitted/not submitted
10.	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 godowns either rented, leased or owned as per BHEL's requirement (furnish the agreement and details.)	Submitted/not submitted
11.	Bidders should have full fledged offices at Mumbai (in the vicinity of each at Mumbai port, Airport, Nhavashea dealing with CHA operations. (Rent receipt, leased document)	Submitted/not submitted

**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**

OK 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**

CHA'S AUTHORISED SIGNATORY

**TENDER NO : RE/MUM/IMP/8T/5133**

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**

CHA'S AUTHORISED SIGNATORY

Evaluation of Material Services's Service Provider – CHA							
FINANCIAL YEAR :							
NAME OF CHA :							
No of Cases Cleared *							
Period	Within 4 days	Within 5 Days	Within 6 days	Within 7-15 days	Within 16-30 Days	Beyond 30 Days	Total No of Cases
1 <sup>st</sup> Quarter							
% of Total							
2 <sup>nd</sup> Quarter							
% of Total							
3 <sup>rd</sup> Quarter							
% of Total							
4 <sup>th</sup> Quarter							
% of Total							
Total							
% of Total							
* Date of Last Input to CHA excluded and date of clearance included							