



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

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

Phone: 022-22171350, Fax: 022- 22171205.

सेवा में,

सभी संभावित बोलीदाताओं

प्रिय मोहदय / महोदय,

विषय: निर्यात गतिविधियों के लिए सीमा शुल्क गृह एजेंट (सी एच ए) की नियुक्ति

भेल, भारत सरकार का उपक्रम, एक "महा रत्न" कंपनी भारत में सबसे बड़ी इंजीनियरिंग और विनिर्माण उद्यम है जो भारतीय अर्थव्यवस्था के प्रमुख क्षेत्रों की आपूर्ति करती है, जिसमें पावर जनरेशन और ट्रांसमिशन, उद्योग, परिवहन, अक्षय ऊर्जा, रक्षा आदि शामिल हैं। निविदा में निम्नलिखित शामिल है।

भेल मुंबई कार्यालय विभिन्न देशों के लिए निर्यात की कस्टम मंजूरी के लिए भेल की विभिन्न विनिर्माण इकाइयों का समर्थन कर रहा है। बीएचईएल मुंबई बंदरगाहों, जेएनपीटी बंदरगाहों, एयर कार्गो कॉम्प्लेक्स में माल के निर्यात के लिए कस्टम क्लियरेंस और संबंधित गतिविधियों के लिए सीमा शुल्क गृह एजेंट (सी एच ए) की नियुक्ति करना चाहता है। उपरोक्त गतिविधियों के लिए एक साल तक के अनुबंधन की अवधि के लिए बीएचईएल कस्टम्स पंजीकृत सीमा शुल्क गृह एजेंट (सी एच ए) से ऑनलाइन ई-निविदा को आमंत्रित किया जाता है। निविदा में निम्न शामिल हैं:

- | | |
|---------------------------------------|-------------------|
| (१) पूर्व योग्यता आवश्यकता (पीक्यूआर) | - खंड -I |
| (२) कार्य का क्षेत्र | - खंड-II |
| (३) बोलीदाताओं को निर्देश | - खंड-III |
| (४) विशेष - शर्तें | - खंड-IV |
| (५) सामान्य नियम और शर्तें | - खंड-V |
| (६) तकनीकी वाणिज्यिक शर्तें | - खंड-VI |
| (७) अनुपालन पत्र | - खंड-VII |
| (८) भेल अनुसूची दर | - खंड-VIII |
| (९) मूल्य बोली | - खंड-IX |
| (१०) प्रारूप | - अनुबंध 1a to 1f |

प्रस्ताव निविदा की देय तिथि से स्वीकृति के लिए 60 दिनों के लिए वैध रहेगा. बोलीदाताओं को अपने सभी प्रतिस्पर्धी प्रस्तावों को सभी मामलों में पूरा करने और अनुभाग 3 में दिये गये निर्देश के अनुसार तीन भागों में प्रस्तुत करना आवश्यक है। पीक्यूआर बोली (भाग 1); तकनीकी बोली (भाग 2); और मूल्य बोली (भाग 3) केवल ऑनलाइन ई-प्रोक्योरमेंट पोर्टल <https://bheleps.buyjunction.in> के जरिए ही डाला जाना चाहिये। प्रस्ताव को सभी निविदा आवश्यकता/ निर्देश का पालन करना चाहिए। किसी भी विचलन के साथ ऑफर को अस्वीकार कर दिया जाएगा और बोलीदाता का वित्तीय प्रस्ताव खोला नहीं जाएगा। हार्ड कॉपी या किसी भी अन्य तरह से कोई भी ऑफर जैसे की ईमेल आदि स्वीकार नहीं किए जाएंगे।

बोलीदाताओं को निविदा की तारीख को या पहले जो कि 15:30 बजे, 16/08/2017 है, ई-प्रोक्योरमेंट पोर्टल <https://bahleps.buyjunction.in> के माध्यम से के लिए ई-ऑफर प्रस्तुत करना होगा। पूर्व योग्यता की आवश्यकता (पीक्यूआर) प्रस्ताव (भाग -1) 16/08/2017 16:00 बजे ऑनलाइन खोले जाएंगे. पीक्यूआर योग्यबोलीदाताओं की तकनीकी बोलियां (पार्ट -II) और तकनीकी योग्य बोलीदाताओं की मूल्य बोली (भाग III) उचित सूचना के बाद ही ऑनलाइन में खोले जाएंगे। इस निविदा को अंतिम रूप देने के लिए भेल उल्टी नीलामी (आरए) के लिए जाने का अधिकार अपने पास सुरक्षित रखता है, हालांकि बोलीदाताओं को सलाह दी जाती है कि वे अपने सबसे अधिक प्रतिस्पर्धी दर ही मूल्य बोली में रखें। तकनीकी रूप से योग्य बोलीदाताओं की उल्टी नीलामी एक अलग सेवा प्रदाता के माध्यम से आयोजित किया जाएगा। सफल बोलीदाता सभी मामलों में अनुबंध पूरा करने के लिए जिम्मेदार होगा।

शुभ कामनाएं

भारत हेवी इलेक्ट्रिकल्स लिमिटेड के लिए

उप प्रबंधक (निर्यात)

सहपत्र: अनुबंध के खंड -I से IX, अनुबंध 1a to 1e और सामान्य जानकारी



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Bharat Heavy Electricals Limited

Regional Operation Division, Mumbai

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

Phone: 022-22171350, Fax: 022- 22171205.

No.RE/MUM/EXP/ ER-1708

Date: 04/08/2017

To,

All potential bidders

Dear Sirs,

Sub: Appointment Of Customs House Agent (CHA) for Export Activities

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

BHEL Mumbai office is supporting the various manufacturing units of BHEL for custom clearance of Exports to various countries. BHEL desires to appoint CHAs, for custom clearance and related activities for export of consignments at Mumbai/JNPT Ports, Air Cargo Complex. To achieve the same, online E-tenders are invited from Customs registered Customs House agents (CHAs) for the above activities for a period of two years with the provision of further extension up to one year at the sole discretion of BHEL. Tender comprises of the following.

General Information

- | | |
|---|---------------------|
| (1) Pre Qualification Requirement (PQR) | - SECTION –I |
| (2) Scope of Work | - SECTION – II |
| (3) Instruction to bidders | - SECTION – III |
| (4) Special Conditions | - SECTION –IV |
| (5) General Terms and Conditions | - SECTION –V |
| (6) Techno Commercial Bid | - SECTION –VI |
| (7) Compliance Letter | - SECTION –VII |
| (8) BHEL Schedule rates | - SECTION –VIII |
| (9) Price Bid | - SECTION -IX |
| (10) Formats | - Annexure Ia to If |

The offers shall remain valid for 60 days for acceptance from the due date of tender. The bidders are required to submit their most competitive offers complete in all respect and as per instruction in section III in three parts i.e PQR Bid (Part 1); Technical Bid(Part 2); Price Bid (Part 3) through online E-procurement portal <https://bheleps.buyjunction.in> only. The offer should comply with the all tender requirement. The offers with any deviation will be rejected and the financial offer of the bidder will not be opened. No other forms of offer like Hard copy; emails etc will be accepted.

Bidders must submit their E-offer for the above on or before due date of tender ie **15:30 Hrs , 16/08/2017** through online E-procurement portal <https://bheleps.buyjunction.in>. Pre qualification requirement (PQR) offers (Part-1) shall be opened online on **16/08/2017 16:00 Hrs**. Technical Bids (Part –II) of the bidders who meet the PQR conditions & further Price Bids (Part III) of technically qualified bidders only will be opened on online e-procurement only after due intimations to the qualified bidders.

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

Thanking you,

-Sd/-

Yours faithfully

For BHARAT HEAVY ELECTRICALS LIMITED

Sr Engineer(MS-Export)

Enc: Sections I to IX & Annexure Ia to Ie

GENERAL INFORMATION

Sn		
1	<p>Name and Address of concerned persons for Tender BHEL ROD Mumbai</p> <p>Mr. Sanjeev Shikhare, Sr Dy. General Manager (Export)</p> <p>Mr. Vishwa Chandan Dy Manager (Exports)</p> <p>Deepjwala Kumar Sr Engineer(Exports)</p> <p>Regional Operations Division BHARAT HEAVY ELECTRICALS LTD., 14/15th Floors, Centre-1, World Trade Center,Cuffe Parade, Mumbai, Maharashtra India</p>	<p>Phone Nos. & Email</p> <p>Ph No. 022- 22171301 Email : rodsds@bhel.in;</p> <p>Ph No. 022- 22171342/9819979380 Email : Vishwa.chandan@bhel.co.in</p> <p>Ph No :022-22171303/09029046428 Email:deepjwala@bhel.in</p>
8	Due date & Time of submission of EMD	16th August 2017 by 15:30 Hrs
9	Due date & Time of submission of bids in all respect on online portal https://bheleps.buyjunction.in	16th August 2017 by 15:30 Hrs
10	Date and time of opening of PQR Bid(Part I) of tender	16th August 2017 on 16:00 Hrs
11	Date and time of opening of (Technical) Part II / (Price) Part III/ Reverse auction.	Information will be furnished vide email separately.
12	Name and Address of concerned persons of E-procurement agency	<p>M Junction services Ltd Name : Bhaskar Chakraborty Team Leader- EPS Helpdesk(buy Junction) Ph : 033-66106078 033-66011717 Mob: 08584008205 Email: bhaskar.chakraborty@mjunction.in Address:</p> <p>Godrej Waterside Tower I 9th Floor Plot # 5 Block –DP Sector V Salt Lake city ; Kolkata- 700091</p>
13	Name and Address of concerned persons for technical help from BHEL side	<p>Mr Vaibhav Khanna (Sr Engineer-MS) BHEL-ROD 14/15th Floor WTC 1 Cuffe parade Mumbai -05</p> <p>Mob: 09930231143</p>

SECTION – I

Pre Qualification Requirement (PQR)

*Relevant documents copy to be uploaded on online e-procurement portal in PQR Bid i.e Part I
However original of any submitted may be asked for verification by BHEL*

The Qualifying Requirements for contractors are as Follows:

1. Bidder must have valid Custom House Agent (CHA) License from Customs in their name(Notarized copy must be uploaded on e procurement portal)
2. Bidder must have an average annual turnover not less than 09 Lakhs in “**Custom house agent activities in India**” business for the last 3 years. (i.e for year 14-15,15-16 &16-17)(CA certificate indicating details of each FY along with audited balance sheet/annual report is to be submitted) (If the financial year report of 2016-2017 is not available, data for 3 previous year may be given i.e for 2013-14; 2014-2015;2015-2016 however in this case certificate from same auditor is required that audit is still not completed for the FY 2016-2017)(Copy must be uploaded on e procurement portal)
3. Bidders must submit proof of having have successfully executed “**CHA contracts in India**” in the last 7 years (ending last day of month previous to the one in which the tender was floated) as under (Copies of work order/contract copy/along with satisfactory completion certificate from customer is to be uploaded on e procurement portal)
 - (a) Three contracts of value not less than Rs 12 Lakhs each.
or
 - (b) Two contracts of value not less than Rs 15 Lakhs each
or
 - (c) One contract of value not less than Rs 24 Lakhs each.

(BHEL reserves the right to verify the authenticity of the document from the originator , hence the party should ensure that all contractual & contact details are available in the completion certificates to lend easy verification wherever required.)

4. Bidders must have PAN and GST registration. (Copy must be uploaded on e procurement portal)
5. The parties should NOT have been referred to BIFR/NCLT or declared ‘SICK’ by any Statutory Authority. (A self certification Copy must be uploaded on e procurement portal and hard copy in original to be submitted to BHEL)
6. The parties should not have been banned for business dealing by BHEL/Government of India/any undertaking of Government of India. (A self certification Copy must be uploaded on e procurement portal and hard copy in original to be submitted to BHEL)
7. Must have office in the vicinity of each at within BMC limit and Nhava Sheva dealing with CHA operations.(Documentary proof must be uploaded on e procurement portal along with detail address and contact details. Latest Company booklet/ brochure containing details of office address may be accepted in this case).
8. Bidder should have their own ISO certified 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 1000CBM at any point of time. (Address of warehouse and Self declaration if the facility is owned by the bidder / letter of support from the ware house owner to be uploaded on e-portal by the party.

The bidders must qualify in ALL the PQR conditions as above. The offers of the bidders not qualifying in PQR shall be rejected. The technical bid (Part II) of only those bidders who qualify in the PQR bid(Part I), shall be opened

**Application Form for Qualification Requirements
(To be filled and uploaded in online PQR bid –Part I)**

1. i. Name & address of the Company :
- ii. Year of Establishment of Company :
2. Type of Ownership :
Proprietorship or Partnership or Private Limited
or Public Limited or Central Undertaking or
State undertaking or Any other (specify)
3. Valid Registration Certificate from the :
Customs/Port Registration/DG Shipping
(Provide registration no. & Copy to be enclosed)
4. Certificate of Incorporation in respect of Ltd. Co. :
(Provide date of incorporation & Copy to be enclosed)
5. Partnership Deed in respect of Partnership Firms. :
(Copy to be enclosed)
6. Information on Party's Offices in Mumbai
 - 6.1 Office address :
 - Telephone No / Mobile No. :
 - Name of contact persons :
 - Email IDs :
 - 6.2 Office is owned or rented :
 - 6.3 Own Warehouse/
Tied up Warehouse with other agency address ::

7. FINANCIAL DETAILS: The Financial Data for 3 years to be certified by the Statutory Auditor (CA) on his letterhead is required. If the financial year report of 2016-2017 is not available, data for 3 previous year may be given i.e for 2013-14;2014-15;2015-16.

Sn	Description	2014-2015	2015-2016	2016-2017
	Total Turn Over of Company in Rs Lakhs in CHA business			
	Net worth (paid up share capital or partnership capital or proprietor capital +Reserves)			
	Net Profit in Rs Lakhs			

8. Company details
 - a. PAN:
 - b. Bank Reference: (Details for Electronic Fund Transfers as per enclosed format)
 - c. GSTIN No :
9. Organizational Information:
 - a. Directors/Partners if related to any BHEL employee
Name:
Staff No.:
Designation:
Department:
Relationship:

- b. If any ex-BHEL personnel is employed by the party, mention his/her
 Details of last posting
 Name:
 Staff No.:
 Designation:
 Department:
 Relationship:
- c. Perception of party's chief executive about BHEL:
 (i) Chief executive's opinion about dealing with BHEL
 (ii) Whether he is willing to work with BHEL on long-term contract basis with a time bound target for improvement in quality of the product and reduction in prices and what support he expects from BHEL towards achieving this goal.
 (iii) Any other aspects, which would be beneficial for the improvement in BHEL's performance. (Use separate sheet if required)
10. Directors / Partners, if related to any BHEL employee.
 a. Name :
 b. Staff No. :
 c. Designation :
 d. Unit & Department :
 e. Relationship :
11. If any Ex-BHEL Personnel Is employed by the Company, mention his / her details of Last Posting.
 a. Name :
 b. Staff No. :
 c. Designation :
 d. Unit & Department :
 e. Date Of Leaving Service :
12. Whether the party is fully conversant with Dock workers (safety, health & welfare) regulations and Act / Dock Labourer's Act / Child Labour Act / Mathadi board / Transporter board/ Customs and Port procedures and all other relevant Acts, Rules and Regulations of Maharashtra state and Govt. of India in course of their activities and whether they are being fully complied with. Also all handling equipments are complying as per HSE compliance /ISO 9001/14000/OHSAS compliance.
- Yes / No**
13. Whether organization has been referred to BIFR/NCLT or declared 'SICK' by Statutory Authority.
- Yes / No**
14. Whether organization is in banned list of BHEL/Government of India/any Government of India undertaking
- Yes / No**

I/We give the undertaking that BHEL details shall not be used in any way detrimental to the interest of BHEL and/or for supply of service directly or indirectly to any other customer. The information given in the above format is true to my knowledge and belief. If the above information is found false, our application is liable for rejection/cancellation of registration.

Note:

1. The application should be furnished in prescribed format only.
2. The documents can be downloaded from BHEL Website : www.bhel.com
3. The filled up application has to be uploaded on e procurement portal along with the supporting documents, on or before the due date and time.
4. All pages of Section-I of the tender along with the attached documents has to be signed by authorized signatory along with his stamp and seal of the organization and uploaded on e-procurement portal in EQR bid i.e Part-1.
5. Physical Signature wherever required shall be done by same person who is digitally signing the documents and having authority as stated below in sr no 6.
6. Signing of the application form:

Type of firm	Who should sign the application form	Remarks
GOVT. OF INDIA UNDERTAKING	Person holding power of attorney	The power of attorney copy along with Notarized copy to be uploaded with application
PROPREITORSHIP	Proprietor	-
PARTNERSHIP	The Partner holding power of attorney	The power of attorney copy along with Notarized copy to be uploaded with application
LIMITED COMPANY	Persons holding Power of attorney	The power of attorney copy along with Notarized copy to be uploaded with application

Format -1

Information of Bank Account of Company	Document to be submitted
The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer – EFT/ RTGS) is to be submitted 1. Name of the Company 2. Name of Bank 3. Name of Bank Branch 4. City/Place 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch	Information of Bank Account of the Company duly endorsed by the Bank

(Refer clause 8b of the application form)

DECLARATION BY BIDDERS (on Company's letter head)

To,
Bharat Heavy Electricals Ltd.
14/15th Floor, ROD, World Trade Centre-1,
Cuffee Parade, Coloba,
Mumbai-400 005.

Sir,

SUB: Declaration for Pre Qualification requirement.
REF: Tender No. RE/MUM/EXP/ER-1708

I hereby submit documents for Pre Qualification requirement for tender no RE/MUM/EXP/ER-1708

I affirm that the particulars given are true to best of my knowledge and belief.

I agree to furnish any other information / produce any record for inspection as may be required by the competent authority or an officer duly authorized by the competent authority of Bharat Heavy electrical Limited.

I / We also give the undertaking that all the statutory acts, rules & regulations applicable to central /state govt. are being and will be followed by us in course of our operations

Applicant Name and address

Name of the person signing

The application and his status in the company

signature:

Documents to be Uploaded by bidder on E-procurement portal PQR bid i.e Part I

Following documents should be uploaded in the PQR bid preferably in the same order of sequence shown below and originals are required to be submitted to BHEL whenever asked.
Offers without the below requisite documents shall not be accepted for further evaluation.

1. Copy of EMD of Rs 60000/- (DD in favor of "BHEL" payable in Mumbai)
2. Notarized Copies of following applicable documents
 - Power of attorney & copies thereof for signing authorities.
 - Memorandum of Articles of Association or Certificate of incorporation
3. Notarized copy of Custom House Agent (CHA) License.
4. A certificate in original from a firm of Chartered Accountants and audited balance sheet/annual report confirming the Turn-over and other details as required under essential criteria detail as per SI no 2 of section - I & application form)
5. Copy of the PAN and GSTIN registration certificate.
6. Work order/contract copy/satisfactory completion certificate from customers as per PQR at sr no 3.
7. The parties should NOT have been referred to BIFR/NCLT or declared 'SICK' by any Statutory Authority. A self certification should be submitted by the party.
8. The parties should not have been banned for business dealing by BHEL/Government of India /Undertaking of Government of India. (A self certification should be submitted by the party).
9. Copy of PAN card.
10. Declaration of having a ISO certified closed & covered warehouse in the vicinity of Nhava sheva / JNPT with a capacity to store at least 1000 cbm of cargo at any point of time or support letter from the associate having ISO certified closed & covered warehouse.
11. Declaration for Pre Qualification requirement (As per given format on company letter head).

SECTION – II

SCOPE OF WORK

The scope of work includes:

1.0 Role of Agent(CHA)

- 1.1 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 the materials /cargo, handed over to him for export from India to any foreign country.
- 1.2 The scope of work shall include clearing, forwarding and transportation of packages of such material from stores/warehouse unloading them (wherever required) and further transportation to docks/airport for export loading.
- 1.3 The agent shall act as Custom House Agent on behalf of BHEL for specified consignments of export for Clearing, forwarding and transporting packages received from any of the BHEL manufacturing units / vendors at the Sea Port / CFS/ICD/ Airport at Mumbai, Nhava-Sheva Port and Post parcels through foreign post office at Mumbai, on receipt of instructions from Company's office at Mumbai. This would also include the packages stored at your warehouse.
- 1.4 The agent shall also act as Port Clearance Agent on behalf of BHEL and will deal with the port authorities to maintain updated status of P/D account, timely payment of port charges and timely removal of Port Auction notices.
- 1.5 The Agent will be required to perform all duties as prescribed under the Maharashtra Mathadi, Hamal and Other Manual Workers (Regulation of Employment and Welfare) Act, 1969, Customs Act 1962 and Customs House Agents Regulations 1984 and as amended from time to time.
- 1.6 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.
- 1.7 The agent 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. Agent shall monitor and provide detailed report of drawback amount processed by customs.

2.0 Filing and verifying of Documents

- 2.1 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.
- 2.2 The Agent will collect *Dak* viz. Documents, letters pertaining to Export shipments etc., twice in a day (once around 10 A.M. in the morning and again at around 3 P.M. in the afternoon), from the 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 Company. 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.

3.0 Timely Clearance

- 3.1 The agent shall be fully responsible for handling, transportation, customs clearance of export cargo well before arrival of the ship/flight to avoid any vessel detention/idling/dead freight claims on BHEL. If any of such claims are raised on BHEL by the shipping co/airline the same will be responsibility of the CHA and shall have to settle directly with the shipping agency.

3.2 In case of vessel arrival all the S/B where all the packages in the S/Bills has not arrived , the agent will have to make the amendments as per the instructions of BHEL and process the S/Bills on the same day to avoid vessel detention/idling claims on BHEL. In case of failure all the vessel detention charges shall be borne by the Agent.

4.0 Exports : Major Export clearance activities of Noting of S/B till forwarding of post export documents including material handling will include the following –

1. Collection of Invoices/Packing List and other documents from BHEL office
2. Registration of DEEC Authorizations for export under DEEC at Mumbai/JNPT/Airport Customs.
3. Registration of EPCG Licences for export under EPCG at Mumbai/JNPT/Airport Customs.
4. Inform BHEL of discrepancies in documents and get approval checklist from BHEL.
5. Prepare and lodge the S/B the same day through ICEGATE.
6. Unload the materials from the vehicles in the warehouse outside Mumbai as per instructions of BHEL on the same day of arrival. The documents received from the transporter should be forwarded to BHEL the next day
7. Ensuring proper receipt to transporter and issue proper remarks on the said receipt regarding the conditions of the cargo.
8. Collection of dispatch documents/ARE forms, if applicable from the transporters, keep a record and forward the same to BHEL.
9. Update status of materials stored in the warehouse with all the details of LR/No of Packages/Wts and Dimensions to be maintained. The storekeeper must issue a Warehouse inward and out ward report for keeping the record of storage duration.
10. Timely re-load the materials for shifting the cargo to Mumbai/JNPT/Airport ensuring that the cargo is placed on board the target vessel/flight.
11. Assessment of the S/Bs.
12. Carting the materials to the carting point provided by the shipping company/free carting area.
13. Register the S/B with the customs and carry out the examinations for keeping the cargo out of charge much earlier than the arrival of the vessel. Hand over the LEO of S/Bills to the shipping company/agent and keep the record of the same.
14. Coordinate and arrange for the measurement of the cargo through Mumbai port authorized agencies.
15. Coordinate and arrange and certify fumigation of packages from the BHEL authorized fumigation agent.
16. Arrange/own suitable handling/transporting gear to shift the cargo under the hook of the vessel as and when required.
17. Preparation of draft B/L/AWB and co ordinate with BHEL/Carrier/shipping agencies for finalization and release of the same at the earliest.
18. Liaise with Port Trust/CFS and Timely intimating BHEL for preparation of Port/CFS charges cheques and Collection/deposit the same into the PD account of BHEL.
19. Timely reply to all auction notice of port trust/CFS. Under no circumstances the cargo will go in auctions.
20. Payment/reconciliation of Port charges/CFS for each S/B through the PD account/BHEL and forward the statement of port trust PD account every month alongwith MBPT chappas/ CFS bills. The adjustment/payment of port/CFS charges through BHEL PD account/BHEL will have to be done within permitted time to avoid any interest on delayed payment. The interest charges by the port trust/CFS will be recovered from your bills.
21. Collection of Bill of Ladings/AWB/MTD from the shipping company and forwarding the same to BHEL through personal courier at the earliest.
22. Submit customs endorsed EC / EP copy, SDF and ARE forms, if applicable to BHEL.
23. Amendment of the S/Bills for number of package received/shut out immediately to ensure that the available cargo is loaded on the vessel as per instruction of BHEL
24. The agent 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. Agent shall monitor and provide detailed report of drawback amount processed by customs.
25. Ensure correct filing of EGM by the Carrier/ shipping/Airline companies to avoid delay in printing of EP/EC Copies and release of ARE forms, if applicable.
26. Arranging of minor repair/remarking of packages as and when desired. Coordinate with Godi seal Kamgaar for obtaining the repair /repacking charges and providing the handling

- equipments to them. Supervise and monitor work done by Godi Seal Kamgaar. Provide all assistance and arrange for lifting/shifting of cargo/package for repair
27. Do the necessary formalities with BMC required for obtaining / renewal of N form facility for BHEL for cases before GST act..
 28. Coordinate with shipping company/agent for carting order, vessel arrival updated, loading plan, storage, sailing schedule, filing of EGM, B/L release, mate receipt, survey reports and any other coordination required.
 29. Obtain other documents like Exchange Rate certificates from Banks, GSP from EIA and any other documents relating to export of materials in Mumbai.
 30. Collection of Materials from Transporter/supplier warehouses located in and around Mumbai.
 31. In view of the Latest notice of Mumbai Port Trust for consolidation of Cargo at STP/ICT yards for exports on vessel arriving subsequently. Unloading, transportation of cargo to such yards. Shifting of cargo to free carting area as and when permitted by Port Trust upon notification of vessel for customs clearance and subsequent or direct feeding to the vessel hook.
 32. Arrange for dock/airport entry pass for BHEL officials entering port/airport area for examination/inspection of cargo.
 33. To cover all cargo with tarpaulin cover during **monsoon**/storm ensuring safety non damage to export packages etc.
 34. Carry our all back to town procedure including closure/audit of N form for old cases, if applicable.
 35. It is expected that CHA would be able to get the consignment cleared promptly without any demurrage/storage/vessel detention/idling detention of Trucks/ Trailers etc.
 36. Intimate BHEL of cargo lying in warehouse for more than two months so that efforts be made to export the cargo before the Exports date as per the GST act.
 37. Arrange to feed data in the BHEL Export clearance system through login and password as instructed by BHEL.

5.0 Claims : Agent shall also lodge and pursue the following claims till final settlement in respect of consignments cleared by them:

1. Claims with Steamship companies/ Carriers
2. Claims with Railway/ Transport authorities for export shipments.
3. 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 lodged by the Agent.

6.0 Port Trust PD Accounts

1. 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 S/Bs 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.
2. The Agent shall obtain duly authenticated monthly extracts of Customs and MbPT PD accounts, with full details and submit the same to this office
3. 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.
4. 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.

5. In case these statements or extracts are not submitted by the due date or the discrepancy is not resolved within specified period, the Company reserves the right to withhold any further payments of bills/claims of the Agent.
6. 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.

7.0 Bills

The Bills shall be submitted along with the following documents;

- (a) Copy of B/L, EP copy of S/B
- (b) Copy of custom attested Invoice, packing list or invoice cum packing list
- (c) Copy of measurement slip if applicable
- (d) Original vouchers/ receipt in support of claims for reimbursement (in case the originals have been submitted earlier, copy of same should be enclosed)
- (e) Warehouse statement for inward and outward records of the packages.
- (f) Copy of check list for S/B.
- (g) Copy of BPT chappa/ TSP charges

Bills along with covering letter showing the summary of Bills being submitted. The format for same is provided at the end of the tender. The summary of bills being submitted should all be forwarded to BHEL by email in excel format from time to time.

8.0 Photocopying

- (a) In case of Sea shipments, the Company would normally try to give three sets of shipping documents like B/L, invoice, packing list etc. In case of Air shipments, only one set will be given. If additional documents are required by Customs or any other authority, the Company would normally given only one copy of the document. The Agent will arrange for the required number of additional copies at their own cost. No additional charges would be payable on this account except to the extent of lump-sum charges specified in the rate schedule S-04.
- (b) The Agent would also attach photocopies of S/Bs and MbPT Chappas etc. for the clearance of proceeding week on every Monday

9.0 Taxes & Duties

- GST will be paid extra as applicable
- TDS will be recovered from bills as per the rules prevalent.
- Invoice should bear GST no and address of BHEL ROD Mumbai.

10.0 Maintenance of Records

The Agents shall maintain the following records:-

- (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, N-forms and Octroi demand notices, 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

11.0 Reports: The Agent would also send the following periodical reports as per the formats to be provided by BHEL at the time of LOI.

Sr. No.	Report	Frequency	Mode
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1	Daily Status Report(DSR) of BHEL Invoice / S/Bs indicating cargo receipt at warehouse and docks along with status of customs processing- by email	Daily by 12.00 hours	By Email
2	Weekly Report of Materials received, shifted and balance in CHA's Warehouse both within and outside BMC- by email	Weekly on every Monday	By Email
3.	Summary Statement of bills raised on BHEL as per contract in excel format (soft copy) with status of payments.	Monthly on last day of the months	By Email

12.0 Others

- (a) Settling of Auction/Demand Notices
- (b) Obtaining Exchange Rate from Bank for non listed currency

13.0 Warehousing:

- 13.1 Contractor should have experience of Warehouse Management for Power / Oil / Process or such large industrial sector.
- 13.2 Contractors shall ensure suitable and adequate place for storage of cargo. The storage shall be done as per the standard storage requirements based on physical and chemical properties of the material.
- 13.3 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.
- 13.4 Gas cylinders shall not be stored in open places exposed to sunlight & rain. Storage of gas cylinders shall be done in designated sheds/rooms. Empty and filled cylinders shall be stored separately. Flammable gas cylinders shall not be stored along with oxygen cylinders. Valve caps shall be provided on the cylinders and adequate chaining arrangement shall be provided for protecting the cylinders against falling.
- 13.5 Flammable liquids shall be stored in pre-designated areas having adequate ventilation and fire fighting arrangements.
- 13.6 Corrosive chemicals shall be stored in accordance with the instructions given in Material Safety Data Sheet (MSDS). First aid measures for neutralizing the effects of the chemical shall be made available near the storage area.
- 13.7 Smoking of beedi/cigarettes shall be strictly prohibited and sources of ignition shall be strictly controlled in storage areas.
- 13.8 Fire protection and Fire fighting arrangements In accordance with the nature of material used during the execution of the job, suitable fire protection and fire fighting arrangements, shall be ensured by the Contractor at warehouse.
- 13.9 Based on the fire load, sufficient numbers of portable fire extinguishers shall be made available at warehouse.
- 13.10 All unwanted combustibles shall be removed from the warehouse on daily basis.
- 13.11 Adequate twenty four hour lighting facilities such as floodlights, hand lights and area lighting should be provided at the site of work, storage area of materials and equipment and temporary access roads within the working area.
- 13.12 The handling of our materials should be done in a manner so that the materials are not damaged. Only the stackable materials can only be stacked after clearance from BHEL. Damaged material should not be unloaded in Warehouse without the permission of BHEL official. If unloading of damaged material/cargo is permitted by BHEL then proper remarks should be endorsed on back side of LR while receipting the cargo.
- 13.13 warehouses should be insured for fire, burglary, theft etc.
- 13.14 warehouses floor should well tilled devoid of mud/soil etc
- 13.15 Warehouse should have arrangements for weighing of goods

14.0 Miscellaneous requirements

- 14.1 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.
- 14.2 **Inspection of material in Warehouse:** BHEL reserves the right to inspect their materials stored in the Warehouse.If during inspection or at any other time it is observed that the

materials were not stored properly and there is a risk of damage/pilferage to the materials or safety of the materials are not adequately taken care of, action as deemed fit will be taken by the Co. against the CHA.

14.3 **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.

15.0 Important clauses are mentioned below:-

15.1 Power Trucks:

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

15.2 Fork-Lifts:

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

15.3 Stability Test:

- (a) All Fork-lift trucks shall be checked for stability as per national standards.

15.4 Crane Operators:

There shall be one Crane Operator for each single or pair of loading cranes which can be operated from the same point and he shall –

- (i) be not less than 18 years,
- (ii) be competent and reliable,
- (iii) possess the knowledge of the inherent risks of the crane operation, medically examined periodically.

15.5 Bidder should also furnish certificate confirming to the following as when required.

15.6 Certificate of Test and Examination of Wire Rope before being taken into use:

In this regards necessary certificate as required shall be furnished by the successful bidder along with his bills.

PERFORMANCE OF SUCCESSFUL CHAS DURING COURSE OF CONTRACT WILL BE CONSTANTLY MONITORED AND CHA'S WHO ARE NOT UPTO THE MARK WILL NOT BE ELIGIBLE FOR FUTURE CONTRACT

SECTION III

INSTRUCTIONS TO BIDDERS

1. Bidders are advised to go through the tender document fully before filling up the tender on E-portal for PQR(Part I);Techno-commercial bid (Part II) and Price bid (Part III).
2. The contractor will have to ensure that the cargo is custom cleared for export out at the earliest as per scope of work.
3. The bidder while submitting the offer should consider the shortest, most safe ,economical and reliable logistics to be adopted for custom clearance of cargo.
4. The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://bheleps.buyjunction.in>.
5. In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk m Junction Services Ltd. at 033-6601 1717 or BHEL representative, Mr. Vaibhav Khanna at 9930231133. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute uncertainties like internet connectivity issues etc.
6. DSC requirement for Participation in the Tender through eProcurement

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

The contact details of the DSC Certifying authorities are given below

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

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

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

7. The offers shall be kept valid for a period of 1 **month** from the date of opening of the tender.
8. BHEL reserves the right to accept any tender or part of tender or to reject all tenders without assigning any reasons thereof.

9. The offers shall be submitted on E-portal as follows

(A) Pre Qualification Bid (Part-I)(To be submitted online on E-portal with uploaded copy of documents on or before due date)

PQR Bid comprises of followings:

1. All documents mentioned/required as per in Section-I i.e Pre Qualification Requirement for bidders.
2. Application form duly filled as per section I.
3. Self certifications as per section I.
4. EFT details for EMD of Rs 60000/- (Rs) in BHEL account. Offers without requisite EFT details will be rejected.
5. Payment of EMD of Rs 60000/- shall be done through RTGS/NEFT mode in following bank account before due date & Time of opening of tender. However bidders are advised to process payments one day prior to due date and time of opening of tender to avoid last minute rush.

Name : BHARAT HEAVY ELECTRICALS LTD
BANK : CITIBANK, FORT BRANCH
ACCOUNT NO : 0008279012
IFSC CODE : CITI0100000
MICR CODE : 400037002

6. UTR details shall be furnished vide email and uploaded on E-procurement portal before opening of tender. NO hard copy DD shall be accepted

(B) Technical Bid (Part-II) (To be submitted online on E-portal only. No Hard copy will be accepted)

Technical bids of only those bidders will be opened/Decrypted on online portal who qualify in PQR (Part I)

Technical bid comprises of followings:

1. Entire tender document along with blank price bid duly signed and stamped on each page scanned and uploaded on e-portal.
2. Compliance letter on letter head (Section VIII) duly signed and stamped scanned and uploaded on e-portal
3. Copy of shipping bills as per technical bid requirement.
4. Techno commercial bid in excel format available on e-portal/downloaded from e-portal digitally signed and uploaded on e-portal (Section VI).

All the above mentioned documents duly signed, stamped and scanned copy shall be uploaded on E-procurement portal while submitting online bids.

(C) Price Bid (Part –III)

Price bids of only those bidders will be opened/Decrypted on online portal who qualify in PQR (Part I) & Technical Bid(Part II).

Price bid comprises of followings

1. Carefully filled Prices as per the format in this tender document (Section VIII) in excel form digitally signed and uploaded on E-procurement portal.
2. The price offers must be made only in the formats enclosed with this tender/Excel downloaded from portal.
3. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the price bid (PartIII) of technically qualified bidders.
4. Prices to be quoted in percentage increase or decrease of BHEL Schedules rate only. No conditions should be put in the price bid.

5. No slab rates are required to be quoted. The percentage increase or decrease quoted in price bid will be uniformly applied to each BHEL slab rate to arrive at final slab rate. No modifications to the work contained in the items/individual rates will be allowed.
6. No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in excel sheet while submitting E-offer. Any such clarification/modification if enclosed in excel sheet (Financial Bid) will be totally ignored and such bids are liable to be rejected.

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

- 10 After submission of offer, at any stage within the validity period of the offer, if any bidder(s) withdraws such offer, their EMD will be liable to be forfeited and would invite penal action as deemed fit.
- 11 Any failure to reply to our query/offer etc without any reason whatsoever after submission of offer(s) shall be treated as if the bidder is not interested in the tender and may lead to forfeiture of E.M.D and other penal action as deemed fit by the Co.)

12.0 Evaluation criteria :

- a) The financial bids will be opened on E-procurement portal for the technically qualified bidders. The date, time and venue of price bid opening will be intimated to the bidders separately.
- b) Offers shall be evaluated on maximum discount offered by bidders in percentage above or below of BHEL Slab rates.
- c) Maximum discount offered by L1 bidders shall be uniformly applied to BHEL Scheduled rate to arrive at individual slab rate.
- d) No modification is allowed in individual BHEL slab rates.
- e) After examination of L1 bidder's rates, BHEL may negotiate the rates if necessary with L-1 bidder.
- f) Order will be awarded to single vendor unless splitting is necessary as per MSE and other Government guidelines.

13.0 Projected volume and load in each slab for 2017-18 is as follows

1. Approx. Air Shipments: 200 CBM (81 MT approx)
2. Approx. Sea shipments : Mumbai port : 2000 FRT; JNPT:1100 FRT

Slab	Oprn Code			No. of S/B	No. of Pkg	Load(MT)	
	ME	DD	HS				
< =1 MT	ME	DD	HS	per MT	10	70	50
< =1 MT(ODC)	ME	DD	HS	per MT	10	50	50
> 1MT & <= 3MT	ME	DD	HS	per MT	8	16	47
> 1MT & <= 3MT(ODC)	ME	DD	HS	per MT	8	16	47
> 3MT & <= 5MT	ME	DD	HS	per MT	5	10	40
> 3MT & <= 5MT(ODC)	ME	DD	HS	per MT	5	10	40
> 5 MT & <= 10 MT	ME	DD	HS	per MT	2	5	40
> 5 MT & <= 10 MT(ODC)	ME	DD	HS	per MT	2	5	30
> 10 & <= 30 MT	ME	DD	HS	per MT	2	2	30
> 30 & <= 50 MT	ME	DD	HS	Piece	2	2	80
> 50 & <= 75 MT	ME	DD	HS	Piece	5	5	349
< =1 MT	ME	CP	HK	per	5	35	25

				MT			
< =1 MT(ODC)	ME	CP	HK	per MT	5	25	20
> 1MT & <= 3MT	ME	CP	HK	per MT	4	8	17
> 1MT & <= 3MT(ODC)	ME	CP	HK	per MT	4	8	15
> 3MT & <= 5MT	ME	CP	HK	per MT	3	7	25
> 3MT & <= 5MT(ODC)	ME	CP	HK	per MT	3	7	25
> 5 MT & <= 10 MT	ME	CP	HK	per MT	1	2	12
> 5 MT & <= 10 MT(ODC)	ME	CP	HK	per MT	1	2	10
< =1 MT	ME	CP	ST	per MT	5	35	25
< =1 MT(ODC)	ME	CP	ST	per MT	5	25	20
> 1MT & <= 3MT	ME	CP	ST	per MT	4	8	17
> 1MT & <= 3MT(ODC)	ME	CP	ST	per MT	4	8	15
> 3MT & <= 5MT	ME	CP	ST	per MT	3	7	25
> 3MT & <= 5MT(ODC)	ME	CP	ST	per MT	3	7	25
> 5 MT & <= 10 MT	ME	CP	ST	per MT	1	2	12
> 5 MT & <= 10 MT(ODC)	ME	CP	ST	per MT	1	2	10
< =1 MT	ME	CF	ST	per MT	5	35	25
< =1 MT(ODC)	ME	CF	ST	per MT	5	25	20
> 1MT & <= 3MT	ME	CF	ST	per MT	4	8	17
> 1MT & <= 3MT(ODC)	ME	CF	ST	per MT	4	8	15
> 3MT & <= 5MT	ME	CF	ST	per MT	3	7	25
> 3MT & <= 5MT(ODC)	ME	CF	ST	per MT	3	7	25
> 5 MT & <= 10 MT	ME	CF	ST	per MT	1	2	12
> 5 MT & <= 10 MT(ODC)	ME	CF	ST	per MT	1	2	10
< =1 MT	ME	GO	HS	per MT	1	10	8
< =1 MT(ODC)	ME	GO	HS	per MT	1	1	8
> 1MT & <= 3MT	ME	GO	HS	per MT	2	4	7
> 1MT & <= 3MT(ODC)	ME	GO	HS	per MT	2	4	7
> 3MT & <= 5MT	ME	GO	HS	per MT	3	6	20
> 3MT & <= 5MT(ODC)	ME	GO	HS	per MT	3	6	20
> 5 MT & <= 10 MT	ME	GO	HS	per MT	3	6	35
> 5 MT & <= 10 MT(ODC)	ME	GO	HS	per MT	3	6	35

<=1 MT	ME	GO	CH	per MT	1	10	8
<=1 MT(ODC)	ME	GO	CH	per MT	1	1	8
> 1MT & <= 3MT	ME	GO	CH	per MT	2	4	7
> 1MT & <= 3MT(ODC)	ME	GO	CH	per MT	2	4	7
> 3MT & <= 5MT	ME	GO	CH	per MT	3	6	20
> 3MT & <= 5MT(ODC)	ME	GO	CH	per MT	3	6	20
> 5 MT & <= 10 MT	ME	GO	CH	per MT	3	6	35
> 5 MT & <= 10 MT(ODC)	ME	GO	CH	per MT	3	6	35
<=1 MT	ME	GO	SP	per MT	1	10	8
<=1 MT(ODC)	ME	GO	SP	per MT	1	1	8
> 1MT & <= 3MT	ME	GO	SP	per MT	2	4	7
> 1MT & <= 3MT(ODC)	ME	GO	SP	per MT	2	4	7
> 3MT & <= 5MT	ME	GO	SP	per MT	3	6	20
> 3MT & <= 5MT(ODC)	ME	GO	SP	per MT	3	6	20
> 5 MT & <= 10 MT	ME	GO	SP	per MT	3	6	35
> 5 MT & <= 10 MT(ODC)	ME	GO	SP	per MT	3	6	35
<=1 MT	ME	GT	AD	per MT	1	10	8
<=1 MT(ODC)	ME	GT	AD	per MT	1	1	8
> 1MT & <= 3MT	ME	GT	AD	per MT	2	4	7
> 1MT & <= 3MT(ODC)	ME	GT	AD	per MT	2	4	7
> 3MT & <= 5MT	ME	GT	AD	per MT	3	6	20
> 3MT & <= 5MT(ODC)	ME	GT	AD	per MT	3	6	20
> 5 MT & <= 10 MT	ME	GT	AD	per MT	3	6	35
> 5 MT & <= 10 MT(ODC)	ME	GT	AD	per MT	3	6	35
<= 50 Kg	AE	DD	DN	per MT	2	2	44
<= 50 Kg(ODC)	AE	DD	DN	per MT	1	1	22
> 50 Kg & <= 100 kgs	AE	DD	DN	per MT	15	15	150
> 50 Kg & <= 100 kgs (ODC)	AE	DD	DN	per MT	1	1	11
> 100 Kg & <= 500 kgs	AE	DD	DN	per MT	10	10	25
> 100 Kg & <= 500 kgs (ODC)	AE	DD	DN	per MT	4	4	10
> 500 kgs & <= 1 MT	AE	DD	DN	per MT	10	10	11
> 500 kgs & <= 1 MT(ODC)	AE	DD	DN	per MT	1	1	2

> 1 MT & <= 3 MT	AE	DD	DN	per MT	1	1	1
<= 50 Kg	AE	GW	AP	per MT	2	2	44
<= 50 Kg(ODC)	AE	GW	AP	per MT	1	1	22
> 50 Kg & <= 100 kgs	AE	GW	AP	per MT	10	10	110
> 50 Kg & <= 100 kgs (ODC)	AE	GW	AP	per MT	1	1	11
> 100 Kg & <= 500 kgs	AE	GW	AP	per MT	10	10	25
> 100 Kg & <= 500 kgs (ODC)	AE	GW	AP	per MT	4	4	10
> 500 kgs & <= 1 MT	AE	GW	AP	per MT	6	6	8
> 500 kgs & <= 1 MT(ODC)	AE	GW	AP	per MT	1	1	2
> 1 MT & <= 3 MT	AE	GW	AP	per MT	1	1	1
> 1 MT & <= 3 MT(ODC)	AE	GW	AP	per MT	1	1	1
<= 50 Kg	AE	BW	AP	per MT	1	1	22
<= 50 Kg(ODC)	AE	BW	AP	per MT	1	1	21
> 50 Kg & <= 100 kgs	AE	BW	AP	per MT	2	2	22
> 50 Kg & <= 100 kgs (ODC)	AE	BW	AP	per MT	1	1	21
> 100 Kg & <= 500 kgs	AE	BW	AP	per MT	2	2	4
> 100 Kg & <= 500 kgs (ODC)	AE	BW	AP	per MT	1	1	2
> 500 kgs & <= 1 MT	AE	BW	AP	per MT	1	1	1

- 14 Canvassing in any form is strictly prohibited and the bidders, who resort to canvassing, shall be liable to rejection.
- 15 The acceptance of tender shall be intimated to the successful contractors through a Letter of Intent. The contractor shall be required to execute an agreement and submit security deposit as per General terms and conditions, within fifteen days from LOI which should be valid up to six months after the expiry of the contract period as specified in the Letter of Intent. In the event of failure on the part of the contractor to sign the agreement and furnish the SECURITY DEPOSIT within the specified time, the amount of Earnest Money may be forfeited and the acceptance of his Letter of Intent may be considered as withdrawn

SECTION-IV

SPECIAL CONDITIONS

- (1) The Special Conditions mentioned herein will supersede the General Terms and Conditions mentioned in SECTION – V.
- (2) The offers of the bidders with whom BHEL has suspended business dealings, bidders who are on the banned list and also the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of the banned firms are available on BHEL website www.bhel.com on “supplier registration page”.
- (3) Bidders must go through Guidelines for suspension of business dealings. Guidelines for suspension of business dealings with suppliers/contractors are available on website www.bhel.com on “supplier registration page”.
- (4) **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.
- (5) The offers of the bidders who are on the banned list and also the offers of the bidders who engage the services of the banned firms ,shall be rejected. The list of the banned firms are available on BHEL website www.bhel.com on “supplier registration page”.
- (6) Bidders must go through Guidelines for suspension of business dealings/Reverse auction . Guidelines for suspension of business dealings with suppliers/contractors and Reverse auction are available on website www.bhel.com on “supplier registration page”.
- (7) **VALIDITY:** The contract shall be valid for one year after award of LOI or date mentioned as per LOI with the provision of further extension up to one year at the sole discretion of BHEL

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 Company shall mean Bharat Heavy Electricals Limited, in short BHEL, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- 1.2 "CONTRACTOR" shall mean the individual, or firm or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" where the context so requires.
- 1.3 "SITE" shall mean the place or places, including Discharge Port or Project store or any other place/location, as specified in the contract, at which the Cargo/ equipment are to be delivered and services are to be performed as per the specifications prescribed in the contract
- 1.4 The "CONTRACT" or "CONTRACT DOCUMENT" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Company and the Contractor together with the documents referred to therein including the work order, LOI , the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the drawings, the Technical Specifications and the Special Specifications (if any).
- 1.5 Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6 "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement , Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- 1.7 "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- 1.8 "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- 1.9 "VALIDITY OF THE CONTRACT" The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Company to the contractor. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of BHEL or where the Company has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of BHEL.
- 1.10 "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement by BHEL of all Bills / invoices raised under the contract by the Contractor with no claim on either side.

2.0 DISCREPANCY AND CONTRADICTION

- 2.1 The several documents forming the contract (cl.1.4 above) are to be taken as mutually explanatory of one another. In case of any contradiction in the terms and conditions as specified in the Special Conditions of Contract and General Conditions of Contract the Special Conditions will prevail over the General Conditions of contract.
- 2.2 In case of contradiction between Special conditions of contract and Notice Inviting Tender (NIT), Instructions to Bidder, the Technical Specifications and the Special Specifications (if any). The technical specification and the special specification will prevail over Special conditions.
- 2.3 In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, GM/ROD (Mumbai)/BHEL or his authorised representative shall be the deciding authority with regard to intention of the contract.

3.0 COMMENCEMENT OF WORK:

- 3.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regards.

4.0 ISSUE OF NOTICE:

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

5.0 DEVIATION / VARIATION IN SPECIFICATION & PRICING

- 5.1 The specification/dimension/wt of the individual equipment given in the tender/contract is approximate and may vary to any extent. This will, therefore, not be a reason for the Contractor to abandon the work. He will be fully responsible to undertake the work as per the terms & conditions of the contract.
- 5.2 On account of variation in the scope of work due to change in the specification/dimensions/wt., the contract rate will be modified on pro-rata basis in proportion to the variation in the dimensions/wt. of the individual equipment.
- 5.3 Similarly, the quantity given in the tender/contract is only approximate and may vary to any extent and the contractor will be responsible to execute the revised quantity (as per the written amendment of BHEL) on the same rates, terms & conditions of the original contract.
- 5.4 The contractor will continue to execute the revised qty. and / or equipment (with or without variation in the specification/dimensions/wt.) beyond the original validity of the contract on receipt of written time extension from BHEL.

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 validity of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the risk and cost of the contractor and also forfeit the security deposit.

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

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

7.2 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.

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 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.

9.0 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).

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.

10.0 FORCE MAJEURE:

10.1 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.

10.2 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.

10.3 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.

10.4 Force Majeure conditions will apply on both sides.

11.0 PREVENTION OF CORRUPTION:

11.1 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.

11.2 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.

12.0 ARBITRATION:

12.1 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

12.2 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.

12.3 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.

12.4 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

12.5 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.

12.6 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.

12.7 The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

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

12.9 In case of PSU, the office Memorandum no 4(1)/2011_DPE(PMA)-GI dated 12/06/2013 of DPE will be applicable

13.0 LAWS GOVERNING THE CONTRACT:

13.1 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.

14.0 INDEMNITY:

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

15.0 SHORT – LANDED OR DAMAGED GOODS.

15.1 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.

15.2 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.

15.3 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.

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

16.0 REQUIREMENTS OF PERFORMANCE.

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

16.2 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.

16.3 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 leashing at his own cost.

16.4 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.

17.0 SECURITY DEPOSIT:

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

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

- a. Cash (as permissible under the extant Income Tax Act).
- b. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL .

- c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d. 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).
- e. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

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

17.3 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.

17.4 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against Sl. No. (d) and (e) 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 **(1) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract

18.0 EARNEST MONEY DEPOSIT:

18.1 The offers from the bidders shall enclose a EMD as per Techno commercial Bid in any one of the following forms :

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening) in Below bank account of BHEL

Name : BHARAT HEAVY ELECTRICALS LTD

BANK : CITIBANK, FORT BRANCH

ACCOUNT NO : 0008279012

IFSC CODE : CITI0100000

MICR CODE : 400037002

18.2 EMD of the Bidder will be forfeited if:

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

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

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

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

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

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

18.5 EMD shall not carry any interest.

19.0 PERIOD OF CONTRACT :

- 19.1 The period of CHA contract will be for one **years** from LOI date with the provision of further extension up to one year at the sole discretion of BHEL. Cargo arrived till date of expiry of contract shall be considered under the scope of contract.
- 19.2 The Company reserves the right to interchange/change the work allotted initially during the currency of contract without assigning any reasons whatsoever on the same rates, terms and conditions of the contract.
- 19.3 The Company reserves the right to terminate the contract at any time, without assigning any reasons thereof, by giving three months' notice of their intention to do so in writing to the Agent who shall not be entitled for any compensation by reason of such termination.
- 19.4 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.
- 19.5 In the event of the Agent going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the partners of the agent become insolvent the contract shall automatically stand terminated. The Company reserves the right to claim from the Agent any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract.
- 19.6 The Agent shall not split or transfer to any other party any part of the contract during the currency of the contract.
- 19.7 The Agent shall immediately intimate any change in the address of the Office and Warehouse during the period of Contract.
- 19.8 Whenever asked by company, all documents will be returned by Agent immediately not later than week, failing which appropriate action as deemed fit by the company will be taken.

20.0 Terms of Payments

- 20.1 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 serially for each S/B/Post Parcel after all the packages contained in the S/B/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 B/Ls and EP Copy of the S/Bills and ARE forms, closure of N form and payment of all port dues. etc.
- 20.2 Bills will be submitted by the Agent on weekly basis on the first working day of the week. All Agency bills to be raised within 15 days from the availability of last documents to be submitted as per the list given in clause 8.0 of scope of work (Completion of Shipment (Export)) but not later than 2 months without any specific reason. The Company would not be liable to accept & process any bills submitted beyond the specified period without any satisfactory reason for delay.
- 20.3 Bills may be prepared as and when they become due under the terms of the contract. Where the payment is to be made on weight basis, it will be made on the Bill of lading weight i.e. dead weight or by measurement (one cubic meter = 415 kg.) whichever is higher. Payment will be made for full ton by ignoring fraction upto and including half a ton and rounding up half a ton to the next higher ton. For example, if the B/L weight is 12,500 kgs, payment will be made for 12,000 kgs only and if the B/L weight is from 12,501 kgs to 12,999 kgs payment will be made for 13,000 kgs.
- 20.4 The relevant operation codes (as given in various schedules) to be clearly indicated in the bill.
- 20.5 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.

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

21.0 Reimbursement

21.1 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 7 **working days**. Incomplete bills will be returned.

21.2 Payments of regular Agency bills

Payment of all agency bills will be made on fulfillment of all contractual obligations to the satisfaction of BHEL and on submission of bill complete in all respect along with all requisite documents. Bills without all the documents will not be accepted. Generally, 15/20 working Days for making payment to the CHA:

THC if paid as per instructions of BHEL would be reimbursed.

The charges levied by CFS, wherever CHA equipments are not permitted would be paid extra as per the invoices of the CFS.

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

21.0 Penalties

in case the Agent fails to perform any or part of scope of work as defined and which in the opinion of the Company, has led to a loss then that losses shall be recovered from the agent.

The losses to BHEL as follows would be recovered from bills of CHA:

- (a) Vessel Idling /Detention
- (b) Interest payment of port charges
- (c) Penalty /charges levied by Octroi for non cancellation of N form timely
- (d) Charges levied by shipping company for not processing B/L etc timely.

This Penalty is in addition to the Risk & Cost element under clause 4 of General Conditions of Contract.

22.0 Miscellaneous

22.1 The contract or terms thereof entered into between the Company and the Agents shall be governed and regulated by the relevant laws for the time being in force in the territory of India, relating to the contract.

22.2 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.

23.0 Reverse auction:

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope Sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

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

25.0 Integrity commitment, performance of the contract and punitive action thereof:

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

25.2 Commitment by Bidder/ Supplier/ Contractor:

25.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

25.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

25.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

25.2.4 If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on **www. bhel.com and/or under applicable legal provisions**".

26.0 CANCELLATION OF THE CONTRACT: BHEL shall have the right to cancel the contract for unsatisfactory performance i.e. repeated failure for arranging trailers/vessels and delivery of the cargo within transit time. BHEL shall have the right to forfeit the security for poor performance of CONTRACTOR leading to cancellation of contract.

If the CONTRACTOR fails or neglects or refuses to observe / perform any of the terms and conditions / obligation of or under the contract BHEL may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the Contractor any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the CONTRACTOR under the contract.

BHEL reserves the right to either short close the contract or terminate the contract at its discretion without assigning any reason by giving one month's notice by registered post acknowledgement due or in person under delivery.

27.0 BHEL FRAUD PREVENTION POLICY: Bidder along with its associate/collaborators/sub-contractors/ sub vendors/consultants/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

28 E-Procurement Details:

- 28.1 In order to minimize paper work and time involved in tendering process this tender is being done through e-procurement portal/e-tendering method. In order to participate in this tender , the parties should have Digital Signature certificate of specification "Class 3-SHA2-2048 BIT-SINGNING & ENCRPTION".
- 28.2 Vendors are suggested to contact E-procurement service provider M/s M-Junction service limited for submission of offers and any technical difficulties. All contact details are available at <https://bheleps.buyjunction.in>
- 28.3 Neither the Organisation (Bharat Heavy Electricals Ltd.) nor the service provider (m Junction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems /uploading of corrupted unreadable bids or any reasons thereof. If E-Offers found unreadable/corrupted files while decrypting the same will be ignored for further evaluation purpose.

SECTION-VI
TECHNO- COMMERCIAL BID (RE/MUM/EXP/ER-1708)

Sn	Description	Remarks
1.	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
2.	Compliance Letter: The compliance letter duly signed and stamped on letter head is to be submitted/Uploaded on E-portal	Given
3.	<u>PAYMENT TERMS:</u> As Specified in the General terms and conditions	Agreed
4.	Bidder must have handled project/steel cargo CHA activities in each DEEC and Drawback category. (one shipping bill of of each DEEC and Drawback to be uploaded on e-procurement portal)	Given/Uploaded
5.	<u>INDEMNITY</u> As Specified in General Terms & Conditions.	Agreed
6.	<u>ARBITRATION</u> As Specified in General Terms & Conditions.	Agreed
7.	<u>FORCE MAJEURE</u> As specified in the General Terms & Conditions.	Agreed
8.	<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
9.	<u>TAXES/TDS :</u> GSTwill be paid extra as applicable.TDS will be recovered from bills as per the rules prevalent	Agreed
10.	<u>VALIDITY</u> The period of CHA contract will be for one years from LOI date with the provision of further extension up to one year at the sole discretion of BHEL. Cargo arrived till date of expiry of contract shall be considered under the scope of contract.	Agreed
11.	<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
12.	<u>RISK PURCHASE</u> As Specified in General Terms & Conditions.	Agreed
13.	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
14.	Drawback: CHA process all drawback claims and resolve all queries of customs and ensure the drawback amount is deposited in BHEL account.	Agreed

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-1708

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

Name/Signature of the signatory.
Stamp.

SECTION VIII

PRICE BID

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

OR

_____ %**below** the BHEL Schedule rate

(For all Schedule S04,S05-A, S05-B, S05-C, S05-D, S06,) as per section IX page no 36 to 41
(Mention in words also) **(No decimal to be quoted)**

Note:

- 1- The % above or below quoted above shall be uniformly applied to all BHEL slab rates.
(For Schedule S04,S05-A, S05-B, S05-C, S05-D, S06)
- 2- BHEL Slab rates are exclusive of service tax as service tax are payable as per provisions.
- 3- No individual slab rate discount is permitted.

Example 1.

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

Example 2.

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

SECTION IX
BHEL Slab Rates

Schedule -S04

SN.	Operation Code	Operation Description	Measuring Unit	Rate(Rs)
1	OG ST OG	Storage Charges per day (First 7 days Nil) Payable from receipt of first package of the consignment in warehouse. For weight of less than 1 MT, payment will be made for 1 MT(Warehouse should be ISO certified and having weighment facility , CCTV Camera, Closed/Shaded warehouse, loading/unloading facility, CFS attached warehouse)		
		Storage of cargo in warehouse	Per freight ton per day	263
2		Custom Examination Charges (including labour, carpenter and handling etc)		
	OS EX GR	(A) Customs examination charges for DEEC and DBK S/Bs		375
	OS EX TR	(B) ODC packages are examined on Trucks/Trailers (Hook Delivery)	Per S/B	525
3	OS SE XX	Survey Expenses, including labour, carpenter and handling(Including External, Detail and for measurement etc)	Per package per instance	420
4	OS WP XX	For weighment procedure when weighment is ordered including loading and unloading involved	Per Ton	438
5	OS AD XX	For additional loading OR unloading operation as per BHEL instruction like Back to town etc.	Per Ton	420
6		Service Charges for amendment of S/B/ Other documents		
	OS AM VX	(A) Vessel amendments on S/B		525
	OS AM FX	(B) Amendment of FOB/CIF value/ No. Of Packages / Description etc on shipping bill	Per S/B	1400
7		Service charges for obtaining additional documents		
	OS AD SB	(A) Obtaining duplicate S/B		508
	OS AD CO	(B) Obtaining GSP/ Certificate of Origin	Per document	508
	OS AD LE	(C) Obtaining Certification/Legalisation from the Consulates/Embassies		613
8		Service charges for marking/ changing markings on packages as per BHEL instructions		
	OS MK ID	(A) Inside Docks		193
	OS MK GD	(B) Inside Warehouse	Per package	158
9		Cancellation of S/Bs/Auction sale notice		
	OS CC SB	(A) Cancellation of S/B		525
	OS CC AU	(B) Cancellation of Auction/Sale notice	Per S/B	700
10	OS DE CV	Conversion of S/B i.e. Drawback to DEEC or DEEC to Drawback	Per S/B	1225
11	OS DR RG	Service charges for Computer registration of DEEC/EPCG License	Per License	805
12	OS SS XX	Providing Security Services in Port	Per person, per shift	333
13	OS MR AP	Minor Repair of Packages by the way of Strapping at the Airport	Running Ft length	175
14	OS WT XX	Transportation and labour charges for shifting of packages from WTC/other offices/other warehouse & vice versa.	Per vehicle (mini truck/ full truck)	4375

BHEL Schedule S05-A

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

SNo.	Operation Code & Operation Description	Minimum Charges per S/ Bill in Rs.		Rate (in Rs.) per MT for package in the slab of;								PER PACKAGE RATE (in Rs) in the slab of		
				Upto 1 MT		Above 1MT to 3MT		Above 3MT to 5MT		Above 5 MT to 10 MT		Above 10 to 30 MT	Above 30 to 50 MT	Above 50 to 75 MT
		Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC			
Operation Code Extension (Last Digits) -->>>		01	02	03	04	05	06	07	08	09	10	11	12	13
Break Bulk / Container Cargo														
1	ME DD HS : Clearance of materials being delivered under the hook or CFS or any other stuffing point inside Mumbai docks / JNPT	4025	4725	648	823	823	998	998	1173	1416	1662	1899	49875	70875
2	ME CP HK : Clearance of materials being delivered first to the carting point, unloading & loading, transportation under the hook inside Mumbai docks	5075	6020	719	894	894	1069	1069	1256	1487	1724	2182	55388	93275
3	ME CP ST : Clearance of materials being delivered first to the STP or any other consolidation point in Mumbai Port Trust, shifting the same upon arrival of vessel at Place of berthing ,all unloading & loading, transportation under the hook inside Mumbai docks	5425	6125	894	1081	1069	1256	1244	1431	1662	1850	2057	59334	90038
4	ME CF ST : Clearance of materials being delivered first to the STP or any other consolidation point in Mumbai Port Trust, shifting the same upon arrival of vessel at Free carting area, unloading & loading, transportation under the hook inside Mumbai docks	4900	5600	898	1073	1073	1248	1248	1433	1675	1882	2074	73938	107625

BHEL Schedule S05-B

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

SNo.	Operation Code & Operation Description	Minimum Charges per S/ Bill in Rs.		Rate (in Rs.) per MT for package in the slab of;								PER PACKAGE RATE (in Rs) in the slab of;	
				Upto 1 MT		Above 1MT to 3MT		Above 3MT to 5MT		Above 5 MT to 10 MT		Above 10 to 30 MT	Above 30 to 50 MT
		Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC		
Operation Code Extension (Last Digits) --->>>		01	02	03	04	05	06	07	08	09	10	11	12
Received through Road at CHA's / Transporter's Warehouse													
1	ME GO HS : Clearance of cargo being Unloaded at CHA's / Transporter's warehouse outside or inside BMC limits, Transportation directly under the hook or to the stuffing point inside Mumbai docks	5250	5950	894	1081	1069	1256	1244	1431	2014	2371	2757	49429
2	ME GO CH : Clearance of cargo being Unloaded at CHA's / Transporter's warehouse outside or inside BMC limits, Transportation first to carting point and then under the hook inside Mumbai docks	6300	6825	921	1096	1096	1271	1427	1602	2166	2516	2994	58284
3	ME GO SP : Clearance of cargo being Unloaded at CHA's / Transporter's warehouse outside or inside BMC limits, Transportation to the CFS or any other stuffing point at JNPT	5950	6475	894	1069	1096	1271	1427	1602	2125	2475	2830	41029
4	ME GT AD : Additional per Ton Charges for the cargo to be transported to STP or any other consolidation area in case of items covered in above schedules from 3 to 8 above	5950	6475	750	925	925	1100	1100	1275	1310	1660	2360	31929

BHEL Schedule S05-C

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

Serial No.	Operation Code & Operation Description	Minimum Charges per S/ Bill in Rs.		Rate (in Rs.) per MT for package in the slab of;								
		Normal	ODC	Upto 1 MT		Above 1MT to 3MT		Above 3MT to 5MT		Above 5 MT to 10 MT		Above 10 to 30 MT
				Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	
Operation Code Extension (Last Digits) --->>>		01	02	03	04	05	06	07	08	09	10	11
Back to Town												
1	ME BT AM: Clearance and Transportation from inside Docks/ CFS or any other stuffing point to Airport or Airport to Mumbai Docks for re-export and vice versa.	4550	4550	431	447	482	482	536	536	655	719	929
2	ME BT JM: Clearance and Transportation from inside Docks/ CFS or any other stuffing point to JNPT or JNPT to Mumbai Docks for re-export	4725	4725	661	676	661	676	661	676	711	783	894
3	ME BT WP: Clearance and Transportation from inside Docks/ CFS / Wharf or any other stuffing point to other CFS/ Wharf within same Port Limits	4725	4725	720	720	711	730	764	823	867	925	1112
4	ME BT AJ: Clearance and Transportation from inside Docks/ CFS or any other stuffing point/ Airport to JNPT / CA's warehouse outside Mumbai limits.	5425	5425	799	855	867	962	867	962	1145	1310	1462

BHEL Schedule S05-D

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

Serial No.	Operation Code & Operation Description	Minimum Charges per S/ Bill in Rs.		Rate (in Rs.) per MT for package in the slab of;								
				Upto 1 MT		Above 1MT to 3MT		Above 3MT to 5MT		Above 5 MT to 10 MT		Above 10 to 30 MT
		Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	
Operation Code Extension (Last Digits) --->>>		01	02	03	04	05	06	07	08	09	10	11
Break Bulk Cargo												
1	EE BW BP: Clearance and exbonding of Sec 69 cargo from bonded warehouse , unloading at carting point and transportation under the hook in BPT (irrespective of location of bonded warehouse i.e within BMC limit or outside BMC Limit)	4970	5320	696	746	755	790	781	836	925	1019	1287
Containerised Cargo												
2	EE BO JP: Clearance and exbonding of Sec 69 cargo from bonded warehouse , loading and Transportation to any other stuffing point at JNPT,CFS. (irrespective of location of bonded warehouse i.e within BMC limit or outside BMC Limit)	6230	6580	697	746	755	790	851	906	906	995	1357

BHEL Schedule S06

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

Serial No.	Operation Description	Minimum Charges per S/B in Rs.		Rate (in Rs.) per MT (per S/B) for package in the slab of;										Above 3 MT to 5 MT	
				Upto 50 Kg		Above 50 Kg to 100 kgs		Above 100 Kg to 500 kgs		Above 500 kgs to 1 MT		Above 1 MT to 3 MT			
		Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC
Operation Code Extension --->>>		01	02	03	04	05	06	07	08	09	10	11	12	13	14
On Delivery basis (Received through Road)															
1	AE DD DN: Clearance of materials Unloaded directly at Airport/ Air port carting point/Airport warehouse	5075	5075	361	361	361	361	677	677	720	720	781	781	801	801
2	AE GW AP: Clearance of materials Unloaded at CHA's warehouse, Further loading & Transportation to Airport/ Air port carting point/Airport warehouse	5075	5075	361	361	361	361	587	587	624	624	696	696	696	696
For Exbonding															
3	AE BW AP: Clearance and exbonding of Sec 69 cargo from bonded warehouse within or BMC limits, loading and Transportation to Airport	5075	5075	410	415	447	447	517	538	571	571	606	643	643	659

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

- Processing of S/Bs and all other related activities as defined in the scope of the tender.
- Charges for Opening and repacking of boxes for customs examination are included in the Customs Examination charges as per schedule S04
- Charges for Opening and repacking of boxes for customs examination for free S/Bs are included the rates offered.
- All handling equipments including Crane / Forklift / Bewel /Special Equipment/ Labour charges etc required at Mumbai Port Trust/ MbPT's CFS (excluding Handling Charges payable to Air India/ AAI/CCI). Handling Charges / destuffing charges / transportation / movement charges / special crane charges at all CFS/ICD (other than MbPT & MbPT's CFS/ICD) will be paid extra.
- Wharfage / Demurrage / Storage / Ground rent / Terminal Service Charges at CFS / other statutory and mandatory charges to be reimbursed by BHEL against documentary evidence.
- Transportation of Normal and ODC consignments to CHA Warehouse and CWC
- Loading/ Unloading at CHA Warehouse
- Booking of Consignments to Transporters Warehouse
- All other work specified in the Tender

Basis of Calculation:

- **The rate is per Dead weight ton or Measurement weight (1.0 CBM = 415 Kg), whichever is higher.**
- Total weight of each slab will be rounded off to full integer tons e.g. 11.50 MT to 11 MT and 11.51 MT to 12 MT.
- For determining the slab, no rounding off will be done.
- Weight/ Dimension shown Packing List will be final. However, in case of variance of more than $\pm 5\%$ from the packing list measured volume by bills or any other authorized surveyor will be taken as final volume/measurement weights.
- In case of Non heavy lift consignments of Export, packing list supplied by the Units or the actual measurement done at the port by Approved / Authorised Measurers shall be considered.
- In case of Heavy lift consignments of Export where ever measurement cannot be done at port, packing list shall be considered.
- In each S/B the chargeable weights of all the packages falling under each slab will be summed up to find total weight under a slab and rounding up for the weight as defined above shall be made for each slab weight so arrived.

ODC Packages:

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

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

Annexure Ia Daily Status Report for Air Shipment of BHEL

SR. NO.	OUR JOB NO	Inv No.	Dest Port	Pkgs	Wt (KgS)	DOC RECD	AWB no	AWB date	CARGO RECEIVED	TSP no	CLEARANCE DATE	S/B type (DEEC/Free/DBK)	S/Bill No	S/B Passed	Current Status	Carrier	Flight no.	Flight date	S/B EC Copy forwarding dt to BHEL	S/B EP copy forwarding date to BHEL	
1	2	3	4	5	6	7	8	9	14	15	16	17	18	19	20	21	22	23	25	26	

Annexure Ib

Format of covering letter for submission of BPT chappas

DATE:-

TO,
BHEL

ENCLOSED SUMMERY STATEMENT									
SR.NO.	INV. NO	S/BILL NO. & DATE	BILL NO. & DT.	PORT CHARGES	DEMURRAGE CHARGES	B.P.T. CHAPPA AMOUNT	SERVICE TAX Rs.	TOTAL AMOUNT Rs.	B.P.T. CHAPPA NO. &DATE
1									
2									
3									
4									
5									
6									
7									
8									
9									

Annexure Ic

Format for submission of closed Ex Chg of S/B

To
BHEL
Date:

Dear Sir,

Please find enclosed Following Exch. Control copies, Custom attested invoice and Pkg list in original.

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

Annexure Id

Format for submission of closed Ex Chg/EP copies of S/B

To
BHEL
Date:

Dear Sir,

Please find enclosed Following original EP copies, Mate receipt and ARE1 (O+D+T) .

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

Annexure Ie

Abbreviations:

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