



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.

No.RE/MUM/EXP/ E-1507

Date: 10/08/2015

To,
M/s _____

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

- | | | |
|---|---|-------------------|
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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 , 25/08/2015** through online E-procurement portal <https://bheleps.buyjunction.in>. Pre qualification requirement (PQR) offers (Part-1) shall be opened online on **25/08/2015 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 If

GENERAL INFORMATION

Sn		
1	<p>Name and Address of concerned persons for Tender BHEL ROD Mumbai</p> <p>Mr. P.V. Shain, Sr Dy. General Manager (Export)</p> <p>Mr. Pankaj G. Dy. General Manager(Export)</p> <p>Mr. Vishwa Chandan 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- 22171350 Email : shain@bhel.co.in</p> <p>Ph No. 022- 22171370 Email : pankajg@bhel.co.in</p> <p>Ph No. 022- 22171342/9819979380 Email : Vishwa.chandan@bhel.co.in</p>
8	Due date & Time of submission of EMD and PQR documents (Refer Sec III instruction to bidders for details of hard copy)	25th August 2015 by 15:30 Hrs
9	Due date & Time of submission of bids in all respect on online portal https://bheleps.buyjunction.in	25th August 2015 by 15:30 Hrs
10	Date and time of opening of PQR Bid(Part I) of tender	25th August 2015 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 (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 & hard copy to be submitted in BHEL on or before due date of tender.

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 and original to be submitted in BHEL)
2. Bidder must have an average annual turnover not less than 11 Lakhs in **“Custom house agent activities in India”** business for the last 3 years. (i.e for year 12-13,13-14 &14-15)(CA certificate indicating details of each FY along with audited balance sheet/annual report is to be submitted) (If the financial year report of 2014-2015 is not available, data for 3 previous year may be given i.e for 2011-12; 2012-2013;2013-2014 however in this case certificate from same auditor is required that audit is still not completed for the FY 2014-2015).(Copy must be uploaded on e procurement portal and hard copy in original to be submitted to BHEL)
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 PQR bid is due for opening) as under (Copies of work order/contract copy/along with satisfactory completion certificate from customer is to be uploaded on e procurement portal and hard copy to be submitted to BHEL) (original copy to shown for verification when asked)
 - (a) Three contracts of value not less than Rs 28 Lakhs each.
 - or
 - (b) Two contracts of value not less than Rs 35 Lakhs each
 - or
 - (c) One contract of value not less than Rs 56 Lakhs each.

Details of work order/contract shall be given in support of the above as per below format

Sl No	Full Address of Client and Officer in charge	Postal of and	Brief description of Work & Quantities	Work Order No. and date	Value of Contract in Rupees in Lakhs	Time Schedule in months	Actual date of completion

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

4. Bidders must have service tax 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. Original latest Solvency certificate from a scheduled bank in India (Rs 25 Lakhs).).(Copy must be uploaded on e procurement portal and hard copy in original to be submitted to BHEL)
8. Must have office in the vicinity of each at Mumbai port, Airport, Nhava Sheva dealing with CHA operations.(Documentary proof must be uploaded on e procurement portal along with detail address and contact details and hard copy to be submitted in BHEL).
9. Bidder should have their own closed and covered warehouse (closed shed) in the vicinity of Nhava sheva / JNPT or tie up with any agency having such a warehouse facility with a capacity to store at least 2000CBM 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 and hard copy in original to be submitted to BHEL)
10. Bidders must submit performance certificate for satisfactory execution of contracts from min 3 customers for **“Custom house agent activities in India ” for work executed in last 3 years** (ending last day of month previous to the one in which the tender PQR bid is due for opening) (Copy must be uploaded on e procurement portal and hard copy in original to be submitted to BHEL and also submit the declaration in the letter head as per the format given)

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 2014-2015 is not available, data for 3 previous year may be given i.e for 2011-12;2012-13;2013-14.

Sn	Description	2012-2013	2013-2014	2014-2015
	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. Service Tax Registration Number:
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.

Sign and Seal of the Bidder

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 authorised signatory along with his stamp and seal of the organization and uploaded on e-procurement portal in EQR bid i.e Part-1.
5. 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)

Sign and Seal of the Bidder

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/E-1507

I hereby submit documents for Pre Qualification requirement for tender no
RE/MUM/EXP/E-1507

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 & submitted to BHEL in original

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 on or before due date. **Offers without the below requisite documents shall not be accepted for further evaluation.**

1. Copy of EMD of Rs 150000/- (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. Organization chart in detail of company.
5. 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)
6. Copy of the Service Tax registration certificate.
7. Letter of authorization for signatories to act on behalf of company.
8. Work order/contract copy/satisfactory completion certificates from customers as per PQR at sr no 3.
9. 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.
10. 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).
11. Original latest Solvency certificate from a scheduled bank in India (Rs 25 Lakhs).
12. Copy of PAN card.
13. Performance certificate for satisfactory execution of contracts for min 3 customers for **Custom house agent activities in India** for work executed in last 3 years (ending last day of month previous to the one in which the tender PQR bid is due for opening)
14. Declaration of having a closed & covered warehouse in the vicinity of Nhava sheva / JNPT with a capacity to store at least 2000 cbm of cargo at any point of time or support letter from the agency from whom it be hired / rented by the contractor.
15. Declaration for Pre Qualification requirement (As per given format on company letter head).

Sign and Seal of the Bidder

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 godown.
- 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 shall also conduct Octroi Clearance activities on behalf of BHEL and will deal with the BMC authorities to Close N forms, timely payment of BMC charges and timely renewal of N form facility.
- 1.6 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.
- 1.7 The Agent shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Port Trust, Airport Authority, Customs, DGFT, Insurance and other concerned authorities for clearance and carriage of goods by Sea/ Air/ Post-Parcel/ Rail/ Road.

2.0 Filing 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. Prepare and lodge the S/B the same day through ICEGATE.
5. Ensure sending of 'N' form to the octroi agent appointed by BHEL.
6. Unload the materials from the vehicles in the godowns 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. Collection of dispatch documents/ARE forms from the transporters, keep a record and forward the same to BHEL. Update status on materials stored in the godown with all the details of LR/No of Packages/Wts and Dimensions to be maintained. The storekeeper must issue a Godown inward and out ward report for keeping the record of storage duration.
8. 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.
9. Assessment of the S/Bs.
10. Carting the materials to the carting point provided by the shipping company/free carting area.
11. 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.
12. Arrange for the measurement of the cargo through Mumbai port authorized agencies.
13. Arrange and certify fumigation of packages from the BHEL authorized fumigation agent.
14. Arrange/own suitable handling/transporting gear to shift the cargo under the hook of the vessel as and when required.
15. Preparation of draft B/L/AWB and co ordinate with BHEL/shipping agencies for finalization and release of the same at the earliest.
16. Liaise with Port Trust and Timely intimating BHEL for preparation of Port charges cheques and Collection/deposit the same into the PD account of BHEL.
17. Timely reply to all aution notice of port trust
18. Payment/reconciliation of Port charges for each S/B through the PD account and forward the statement of port trust PD account every month alogwith port trust chappas. The adjustment/payment of port charges through BHEL PD account will have to be done within permitted time to avoid any interest on delayed payment. The interest charges by the port trust will be recovered from your bills.
19. Collection of Bill of Ladings from the shipping company and forwarding the same through personal courier at the earliest.
20. Submit customs endorsed EC Copy, EP copy, SDF and ARE forms to BHEL.
21. 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
22. Ensure correct filing of EGM by the shipping companies to avoid delay in printing of EP Copies and release of ARE forms.
23. Arranging of minor repair/remarking of packages as and when desired. Co Ordinate with Godi Kamgaar seal for obtaining the repair /repacking charges and providing the handling equipments to them. Supervise work done by Godi Seal Kamgaar.
24. Do the necessary formalities with BMC required for obtaining / renewal of N form facility for BHEL.
25. Cancel all the Notices of BMC for **N form** pendency and co ordinate for other queries of BMC.
26. Coordinate with shipping company/agnet 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.
27. Obtain other documents like Exchange Rate certificates from Banks, GSP from EIA and any other documents relating to export of materials in Mumbai.
28. Collection of Materials from Transporter/supplier godowns located in and around Mumbai.
29. 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.
30. Arrange for dock/airport entry pass for BHEL officials entering port/airport area for examination/inspection of cargo.
 31. To cover all cargo with tarpaulin cover during **monsoon**/storm ensuring safety non damage to export packages etc.
 32. Carry our all back to town procedure including closure of N form.
 33. 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.

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 BMC “N” form:

CHA should ensure all N form all closed timely within the stipulated time. CHA will be responsible for obtaining the necessary N form facility from BMC for BHEL. All necessary formalities required for availing / renewal of the” N “ form facility should be completed before expiry of the N form facility. On obtaining the N form facility he should immediately forward the same to BHEL and on copy to BHEL authorized Octroi agent. CHA should ensure that no vehicle cargo is receipted without receipt of original “N” form wherever applicable. All closed original “N” form should be submitted to BHEL within 10 days of closure of N form. CHA should provide all the necessary documentary evidence to BMC of export wherever demanded. CHA should reply to all demand notice of BMC and ensure their timely cancellation/withdrawal on behalf of BHEL.

Agent should take acknowledgement of all ‘N’ forms submitted to BMC for closure and forward the acknowledged letter immediately to BHEL. For correction related issues on original N Form should be acknowledged on BMC letter head and the same forward immediately to BHEL.

8.0 Bills

The Bills shall be submitted along with the following documents;

- (a) Copy of B/L, EP copy of S/B and Custom endorsed ARE-1 form
- (b) Copy of closed N-form
- (c) Copy of Invoice, packing list or invoice cum packing list
- (d) Copy of measurement slip
- (e) Original vouchers/ receipt in support of claims for reimbursement (in case the originals have been submitted earlier, copy of same should be enclosed)
- (f) Godown statement for inward and outward records of the packages.
- (g) Port copy of S/Bs.
- (h) Copy of godown inward and outward of package.
- (i) Copy of check list for S/B.
- (j) 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.

9.0 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

10.0 Taxes & Duties

- Service tax will be paid extra as applicable
- TDS will be recovered from bills as per the rules prevalent.

11.0 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 godown.

12.0 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
1	Daily Status Report(DSR) of BHEL Invoice / S/Bs indicating cargo receipt at godown 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 Godown both within and outside BMC- by email	Weekly on every Monday	By Email
3.	Weekly report of N forms closed by email along with acknowledgement received from BMC.	Weekly on every Monday	By Email
4.	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

13.0 Others

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

14.0 Miscellaneous requirements

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.

1. Godown Facilities –

The Agents should have godown(s) with both closed and open storage area should be available out side BMC limits. The godowns must be reachable/ accessible easily to transporters.

The godowns should be secured and proper record of receipts will have to be kept by the CHA. The inward and outward movement from godown in the form of GAR(Godown arrival) and GDE (Godown departure) will have to be forwarded to BHEL and record of same to be kept.

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 Godown 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.

All godowns should be insured by CHA for fire, burglary, theft etc.

2. Inspection of material in Godown

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

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.

Important clauses are mentioned below:-

4. 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.

5. 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.

6. Stability Test:

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

7. 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.

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

9. 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

Sign and Seal of the Bidder

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 **2 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 & original documents to be submitted to BHEL on or before due date)

PQR bids of only those bidders will be opened/Decrypted on online portal who has submitted EMD and other relevant documents pertaining to PQR in hard copy to BHEL on or before due date of tender.

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. Demand Draft in favors of BHEL for Rs 150000/- (Rs One lakh Fifty thousand only) as EMD. Offers without requisite E.M.D. will be rejected.

(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.

Load Pattern for two years ie 2013-14 & 2014-15

OPERATION CODE (Ref Price Bid for details)	WEIGHT IN MT.	CBM
ME GO SP	1376	4287
ME GO CH	1718	2978
ME CP HK	1210	2050
ME DD HS	604	2032
ME GW SP	1	2
OG ST OG	26251	63255
OS LC XX	3984	9600
AE GO AP	114	311
AE GW AP	3	9
ME BT AJ	4	6
EE BW JP	1	4
EE BW BP	1	1
EE BO JP	66	24
AE BO AP	1	1
AE BW AP	4	19
AE DD DN	1	4
TOTAL	35339	84583

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

16.0 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) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed as per Annexure I where deemed validity of EM II certificate of 5 years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part I in case 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

Sign and Seal of the Bidder

SECTION V

GENERAL TERMS AND CONDITIONS

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

- 1.1 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, 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 ISSUE OF NOTICE:

- 3.1 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.).

4.0 DEVIATION / VARIATION IN SPECIFICATION & PRICING

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.

5.0 RISK PURCHASE:

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

- 5.1 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.
- 5.2 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.
- 5.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

6.0 OBSERVANCE OF LOCAL LAWS :

- 6.1 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.
- 6.2 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.
- 6.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

7.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- 7.1 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.

8.0 INSURANCE:

- 8.1 BHEL shall arrange for insuring the project materials/properties of BHEL covering the risks during transit and material handling at port(s).
- 8.2 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.
- 8.3 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.
- 8.4 If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL/its Customer's property, and if BHEL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the Contractor.

9.0 FORCE MAJEURE:

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 Force Majeure conditions will apply on both sides.

10.0 PREVENTION OF CORRUPTION:

- 10.1 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.

10.2 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.

11.0 ARBITRATION

11.1 If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between BHEL and the Contractors, the same shall be referred to the sole arbitrator i.e. Head, BHEL, ROD or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions Indian ARBITRATION AND CONCILIATION ACT, 1996. The award of the arbitrator shall be final and binding on both the parties.

11.2 The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

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

12.0 LAWS GOVERNING THE CONTRACT:

12.1 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.

13.0 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.

14.0 SHORT – LANDED OR DAMAGED GOODS.

14.1 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.

14.2 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.

14.3 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.

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

15.0 REQUIREMENTS OF PERFORMANCE.

15.1 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.

15.2 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.

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

15.4 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.

16.0 SECURITY DEPOSIT:

16.1 Successful bidder shall submit security deposit within three days of issue of LOI for the contract. The amount of Security Deposit will be calculated as under:

16.2 Up to Rs.10 lakhs – 10%

16.3 For 10 – 50 lakhs -- Rs.1 lakh plus 7.5% on amount exceeding Rs 10 lakhs of the total contract value.

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

16.5 Security deposit may be made in any of the following ways

- i. Cash as permissible under IT Act
- ii. Pay Order, Demand Draft in favour of BHEL.
- iii. Local cheques of scheduled banks subject to realization
- iv. Securities available from post office such as National Savings certificate, Kisan Vikas Patras etc (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v. Bank Guarantee from Scheduled Banks /Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/c BHEL, duly discharged on the back.

(Note: Acceptance of Security Deposit against Sl. No. (d) and (f) 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).

16.6 Securities / BG's shall be released after 1 month of successful execution and completion of the contract upon receipt of No claim letter from the contractor and settlement of all dues in the contract.

17.0 EARNEST MONEY DEPOSIT:

EMD of **Rs.1,50,000** /- will have to be submitted along with the PQR offer. Offer without EMI shall be rejected.

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

EMD of the Tenderer will be forfeited if:

- After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rate.
- The tenderer does not commence the work within the period as per LOI/ Contract. In Case the LOI/ Contract is silent in this regard then within 15 days after award of contract.

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

EMD of all unsuccessful bidders will be returned within a month of placement of LOI/Work Order on successful bidder.

EMD shall not carry any interest.

18.0 PERIOD OF CONTRACT :

- 18.1 The period of CHA contract will be for **two 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 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.
- 18.6 The Agent shall not split or transfer to any other party any part of the contract during the currency of the contract.
- 18.7 The Agent shall immediately intimate any change in the address of the Office and Godown during the period of Contract.
- 18.8 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.

19.0 Terms of Payments

- 19.1 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.
- 19.2 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 3 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.
- 19.3 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.

19.4 The relevant operation codes (as given in various schedules) to be clearly indicated in the bill.

19.5 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.

20.0 Reimbursement

20.1 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 **5 working days**. Incomplete bills will be returned.

20.2 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.

20.3 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:

- 23.1 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed Part price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have give their acceptance 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. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid in the Reverse Auction. Non-submission of "online sealed bid by the bidder will be considered a tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 23.2 The procedure for Reverse Auction shall be intimated to such bidders in due course. However, the bidders are advised to quote their most competitive rates in the sealed bid Part. In case we are unable to finalize the order through Reverse Auction for any reason whatsoever, the order would be finalized based on the sealed price bids (Part-III).
- 23.3 In case of tender being finalized through Reverse Auction, the bidders will have to adhere to the guidelines provided in the Business Rules of Reverse Auction. In case a Techno commercially acceptable vendor does not agree to participate in the Reverse Auction process, the same will be treated as with drawl of the offer and their EMD will be forfeited. **Vendors are also warned against delay in participation and delaying the process of Reverse Auction.**
- 23.4 Terms and Conditions for Reverse Auction:
1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
 2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
 3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
 4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
 5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
 6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
 7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
 8. Reverse auction will be conducted on scheduled date & time.
 9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
 10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

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

24.0 E-Procurement Details:

24.1 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-SIGNING & ENCRYPTION".

24.2 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>

24.3 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.

Sign and Seal of the Bidder

SECTION-VI
TECHNO- COMMERCIAL BID (RE/MUM/EXP/E-1507)

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/Uplo aded
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/Uplo aded
5.	<u>INDEMNITY</u> Contractor shall keep BHEL indemnified of all the losses, claims, etc. arising out of or in course of any of his or his Associate's acts or accidents during the currency of the Contract.	Agreed
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>CANCELLATION OF THE CONTRACT:</u> 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.	Agreed
10.	<u>TAXES/TDS :</u> Service tax will be paid extra as applicable.TDS will be recovered from bills as per the rules prevalent	Agreed
11.	<u>VALIDITY</u> The period of CHA contract will be for two 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
12.	<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

13.	<u>RISK PURCHASE</u> As Specified in General Terms & Conditions.	Agreed
14.	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

Sign and Seal of the Bidder

SECTION –VII

(Letter of compliance in Company's Letter Head)

Ref No:

Date:

To,

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

Sub : Your Tender no RE/MUM/EXP/E-1307

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 32 to 37 (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.
Operation Code Extension (Last Digits) ---->>>				01
1		Storage Charges per week (1st week Nil) Payable on the maximum balance during a week starting from receipt of first package of the consignment in godown. For weight of less than 1 MT, payment will be made for 1 MT		
	CG ST WG	(A) Closed Godown within BMC	Per Ton/ week	47
	CG ST OG	(B) Closed Godown outside BMC		60
	OG ST WG	(E) Open Godown within BMC		47
OG ST OG	(F) Open Godown outside BMC	56		
2		Custom Examination Charges (including labour, carpenter and handling etc)		
	OS EX GR	(A) Customs examination charges for DEEC and DBK S/Bs	Per S/B	200
	OS EX TR	(C) ODC packages are examined on Trucks/Trailers (Hook Delivery)	Per Package, per instance	272
	Survey Expenses, including labour, carpenter and handling			
3	OS SE XX	(A) External Survey (Without opening of package)	Per Package, per instance	139
	OS SD XX	(B) Detailed Survey (When package is opened)		139
	OS SR XX	(C) Survey Report for measurement of packages		139
4	OS WP XX	For weighment procedure when weighment is ordered and extra loading / unloading operation is involved	Per Ton	272
5	OS LC XX	For extra loading OR unloading operation as per BHEL instruction	Per Ton	280
6		Service Charges for amendment of S/B/ Other documents		
	OS AM VX	(A) Vessel amendments on S/B	Per S/B	191
	OS AM FX	(B) Amendment of FOB/CIF value/ No. Of Packages / Description etc on S/B		210
	OS AM GX	(C) Amendment on GR		206
7		Service charges for Exports under DEEC		
	OS DE CV	(B) Conversion of S/B i.e. Drawback (Prov) to DEEC or DEEC to Drawback	Per S/B	500
8		Service charges for obtaining additional documents		
	OS AD SB	(A) Obtaining duplicate S/B	Per document	400
	OS AD CO	(B) Obtaining GSP/ Certificate of Origin		240
	OS AD LE	(D) Obtaining Certification/Legalisation from the Consulates/Embassies		440
9		Service charges for marking/ changing markings on packages		
	OS MK ID	(A) Inside Docks	Per package	52
	OS MK GD	(B) Inside CA' godown		52
10		Cancellation of S/Bs/Auction sale notice		
	OS CC SB	(A) Cancellation of S/B	Per S/B	200
	OS CC AU	(B) Cancellation of Auction/Sale notice	Per S/B	200
11	OS DR RG	Service charges for Computer registration of DEEC/EPCG Licence	Per Licence	563
12	OS SS XX	Providing Security Services in Port.	Per person, per shift	200
13	OS MR AP	Minor Repair of Packages by the way of Strapping at the Airport	Running Ft length	68
14	OS NF BC	Service charges for obtaining / renewal of N-Form facility from BMC for BHEL for six month(including closure of all pending queries)	Per Renewal	720
15		Photo copy charges		
	OS PH AX	(A) For Air consignments	Per S/B	48
	OS PH SX	(B) For Sea Consignments		48
16	OS WT XX	Transportation and labour charges for shifting of packages from WTC office to Godown & vice versa.	Per vehicle (mini truck/ full truck)	3375

BHEL Schedule S05-A

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

S.No.	Operation Code & Operation Description	Minimum Charges per S/ Bill in Rs.		Rate (in Rs.) per MT for package in the slab of;								PER PACKAGE RATE (in Rs) in the slab of					
				Upto 1 MT		Above 1MT to 3MT		Above 3MT to 5MT		Above 5 MT to 10 MT		Above 10 to 30 MT	Above 30 to 50 MT	Above 50 to 75 MT	Above 75 to 100 MT	Above 100 to 125 MT	Above 125 to 150 MT
		Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC						
Operation Code Extension (Last Digits) -->>>		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16
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	3375	3675	280	280	280	280	280	280	731	844	844	37500	48000	58875	63000	72000
2a	ME CP HK : Clearance of materials being delivered first to the carting point, unloading & loading, transportation under the hook inside Mumbai docks	4388	4388	280	280	280	280	280	320	806	844	994	43500	56000	60000	64000	76000
2b	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	4388	3600	356	384	356	360	356	360	844	778	834	45000	64000	72000	103125	120000
2c	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	4425	4238	360	416	379	416	320	390	853	872	919	52000	68000	76000	127500	140625

BHEL Schedule S05-B
Rates for Clearance, Transportation including loading and unloading for Exports at Mumbai Sea Port / JNPT

S.No.	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;					
		Normal	ODC	Upto 1 MT		Above 1MT to 3MT		Above 3MT to 5MT		Above 5 MT to 10 MT		Above 10 to 30 MT	Above 30 to 50 MT	Above 50 to 75 MT	Above 75 to 100 MT	Above 100 to 125 MT	Above 125 to 150 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	12	13	14	15	16
Received through Road at CA's / Transporter's Godown																	
3	ME GW HS : Clearance of cargo being Unloaded at CA's / Transporter's Godown godown within BMC limits, Transportation directly under the hook or to the stuffing point inside Mumbai docks	4013	4200	394	403	394	403	356	360	773	851	872	28000				
4	ME GW CH : Clearance of cargo being Unloaded at CA's / Transporter's Godown within BMC limits, Transportation first to carting point and then under the hook inside Mumbai docks	4013	4013	356	360	356	360	356	360	778	799	881	40875				
5	ME GW SP : Clearance of cargo being Unloaded at CA's / Transporter's Godown godown within BMC limits, Transportation to the CFS or any other stuffing point at JNPT	4013	4013	356	360	356	360	356	360	773	776	834	39000				
6	ME GO HS : Clearance of cargo being Unloaded at CA's / Transporter's Godown outside BMC limits, Transportation directly under the hook or to the stuffing point inside Mumbai docks	4013	4013	356	360	356	360	450	459	848	851	872	40875				
7	ME GO CH : Clearance of cargo being Unloaded at CA's / Transporter's Godown outside BMC limits, Transportation first to carting point and then under the hook inside Mumbai docks	4400	4400	360	360	360	360	553	553	893	893	956	46875				
8	ME GO SP : Clearance of cargo being Unloaded at CA's / Transporter's Godown godown outside BMC limits, Transportation to the CFS or any other stuffing point at JNPT	4388	4388	356	356	360	360	553	553	870	833	806	26250				
9	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	4388	4388	248	248	248	248	248	248	356	356	356	16500				

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;								
				Upto 1 MT		Above 1MT to 3MT		Above 3MT to 5MT		Above 5 MT to 10 MT		Above 10 to 30 MT
		Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	Normal	ODC	
Operation Code Extension (Last Digits) --->>>		01	02	03	04	05	06	07	08	09	10	11
Back to Town												
1	ME BT AM: Clearance and Transportation from inside Docks/ CFS or any other stuffing point to Airport or Airport to Mumbai Docks for re-export and vice versa.	3840	3840	225	253	272	291	300	300	516	638	825
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	4238	4238	360	360	360	360	360	394	544	675	713
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	4238	4238	360	360	394	441	459	480	628	750	872
4	ME BT AJ: Clearance and Transportation from inside Docks/ CFS or any other stuffing point/ Airport to JNPT / CA's godown outside Mumbai limits.	4763	4763	360	360	400	480	480	480	758	881	1022

BHEL Schedule S05-D
Rates for Clearance, Transportation including Exbonding, 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;								
		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
Break Bulk Cargo												
1	EE BW BP: Clearance and exbonding of Sec 69 cargo from bonded warehouse within BMC limits, unloading at carting point and transportation under the hook in BPT	4313	4500	360	360	450	450	360	400	600	690	816
2	EE BO BP: Clearance and exbonding of Sec 69 cargo from bonded warehouse outside BMC limits, unloading at carting point and transportation under the hook in BPT	4313	4000	360	360	360	360	360	478	600	728	872
Containerised Cargo												
3	EE BW JP: Clearance and exbonding of Sec 69 cargo from bonded warehouse within BMC limits, loading and Transportation to any other stuffing point at JNPT,CFS	5600	6188	360	360	400	400	469	440	591	713	872
4	EE BO JP: Clearance and exbonding of Sec 69 cargo from bonded warehouse outside BMC limits, loading and Transportation to any other stuffing point at JNPT,CFS	5600	6188	360	394	450	450	360	400	591	713	834

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;													
				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		Above 3 MT to 5 MT		Above 5 MT on the increment of each 1 MT	
		Normal	ODC	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	15	16
On Delivery basis (Received through Road)																	
1	AE DD DN: Clearance of materials Unloaded directly at Airport/ Air warehouse	2400	2400	150	150	150	150	320	320	400	400	469	469	478	516	469	469
2	AE GW AP: Clearance of materials Unloaded at CA's / Transporter's godown within BMC limits, Transportation to Airport/ Air warehouse	2400	2400	150	150	150	150	309	309	366	366	422	422	422	459	422	422
3	AE GO AP: Clearance of materials Unloaded at CA's / Transporter's godown outside BMC limits, Transportation to Airport/ Air warehouse	2400	2400	150	150	150	150	320	320	400	480	480	480	480	520	480	520
For Exbonding																	
4	AE BW AP: Clearance and exbonding of Sec 69 cargo from bonded warehouse within BMC limits, loading and Transportation to Airport	2800	2800	160	160	234	234	272	281	300	280	280	319	319	320	347	347
5	AE BO AP: Clearance and exbonding of Sec 69 cargo from bonded warehouse outside BMC limits, loading and Transportation to Airport	2800	2800	160	160	253	253	253	240	240	280	280	319	338	366	384	384

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 Godown and CWC
- Loading/ Unloading at CHA Godown
- Booking of Consignments to Transporters Godown
- 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	A.R.E. 1 NO.	DATE	N Form No	N form 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	N form Closing 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	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	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 “N” forms

To
BHEL
Date:

Dear Sir,

Please find enclosed Following Closed N forms in original

Summary of “N” form closed

Sno	“N” form No	N form Date	No of Pkgs	Truck no	BHEL invoice no	BHEL Unit name	B/L no. AWB	N form closed date
1								
2								
3								
4								
5								

=====

Annexure Id

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 Ie

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 If

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