

TENDER NO: BPL/CMM/FE/CHA/20-21/01R

**TENDER FOR APPOINTMENT OF
CUSTOMS HOUSE AGENT (CHA) AT ICD MANDIDEEP (BHOPAL)**

TENDER NO: BPL/CMM/FE/CHA/20-21/01R DTD: 25.08.2020



LAST DATE & TIME OF SUBMISSION

: 04.09.2020

: 1100 Hrs

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GENERAL INFORMATION

Heavy Electrical Plant, Bhopal unit of Bharat Heavy Electricals Limited (BHEL), a leading public sector undertaking, is a reputed manufacturer of Power Equipments. For manufacturing electrical goods, we are importing containerized cargo on FCL basis at ICD Mandideep since 2010-11. The Mandideep Dry port (ICD with port code INMDD6) is approximately 30 km away from BHEL Bhopal and is located on Hoshangabad Road. The dry port is close to Mumbai - Bhopal BG Rail line where the CFS is managed by M/s CONCOR besides Mandideep Railway Station.

Import volume (containerised cargo only) for Bhopal and Jhansi Units of BHEL is approx. 6000 MT equivalent to 400 TEUs. The actual imports can however be in 40' / 20' GP, OT, HC and Flat Rack containers. This is besides the imports of equivalent Break Bulk/LCL/FCL cargo at Mumbai seaport/JNPT/Mumbai ACC. At present BHEL Bhopal is considering import clearance of only containerised cargo at ICD Mandideep. Clearance of Break-bulk cargo at ICD is however not included in the present tender and can be thought of in future with Multimodal operators providing such infrastructure.

BHEL Bhopal desires to appoint CHA, for custom clearance and related activities for import of consignments of approx. **5500 MT** of cargo, which will be normally shipped in **370 TEUs** of 20' / 40' containers over a period of **2 years**. Detailed specifications and scope are covered in Section-II

Names & addresses of the Contact Persons for this tender are:

Sl. No.	Name and Address	Phone Nos. & Email
1.	Mr. A. Mukherjee AGM (CMM-FE) 2 nd Floor, ADM Building, BHEL, Piplani, Bhopal - 462022	Ph. No.: 0755-2503034 Email: amukherjee@bhel.in
2.	Mr. Madhurendra Manderwal Sr. Manager (CMM-FE) 2 nd Floor, ADM Building, BHEL, Piplani, Bhopal - 462022	Ph. No.: 0755-2505210 Email: madhurendra@bhel.in

SECTION – I

GENERAL TERMS AND CONDITIONS

1.0 THE FOLLOWING TERMS SHALL HAVE THE MEANING HEREBY ASSIGNED TO THEM EXCEPT WHERE THE CONTEXT REQUIRES OTHERWISE:

- 1.1** "BHEL" shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110049, India or its Authorized Officers or its Engineers or other Employees authorized to deal with this contract.
- 1.2** "CONTRACTOR" shall mean the individual, or group of individuals who enter into Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER" or "MTO" or "FREIGHT FORWARDER" OR "CHA" where the context so requires.
- 1.3** "SITE" shall mean the place or places, including BHEL Bhopal/Jhansi store at which the Cargo / Equipment are to be delivered and services are to be performed as per the specification of this tender.
- 1.4** "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement, the Work Order, the accepted Appendices of Rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, the Drawings, the Technical Specifications and the Special Specifications (if any) and all correspondence.
- 1.5** Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
- 1.6** "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions, Conditions, Technical Specifications / Requirements, Appendices, Site Information and Drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidders 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 BHEL employee or Association or Body or Individuals, whether incorporated or not.
- 1.9** "VALIDITY OF THE CONTRACT" The contract will be for two years.
- 1.10** "COMPLETION OF THE CONTRACT" The contract will be treated as completed on full and final settlement of all Bills / invoices raised under the contract with no claim on either side. All efforts shall be made for closure of contract within 3 months from date of expiry of the contract.
- 1.11** "Ton" means one metric Ton or 1000 kilograms or one cubic meter.

2.0 COMMENCEMENT OF WORK:

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

3.0 INVOICES AND PAYMENTS:

- 3.1** The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract. All taxes as applicable will be paid separately. All tax elements shall be shown separately in invoice.
- 3.2** All invoices shall be raised without any delay and must be GST compliant tax invoice as per GST invoice rules. The GST element shall be paid extra as applicable on that date of transaction as shown in the invoice. GSTIN details of contractor as well as BHEL and applicable SAC codes for service rendered shall be clearly indicated on tax invoice.
- 3.3** Contractor to ensure timely remittance of GST as applicable in time as per law. Contractor to ensure compliance to filing of GST returns in-time as per statutory provisions. GST portion of invoice shall be released only upon contractor declaring invoice in his periodic GSTR, receipt of services by BHEL, and confirmation of payment of GST by contractor on GSTN portal. In case GST credit is denied/delayed to BHEL due to non/delayed receipt of tax invoice or expiry of timeline prescribed in GST law for availing ITC or any other reason not attributable to BHEL, GST amount shall be recovered from contractor along with interest levied/leviable on BHEL.
- 3.4** In case contractor delays declaration of invoice in his return and GST credit availed by BHEL is denied / reversed subsequently as per GST law, GST amount paid by BHEL towards ITC reversal as per GST law shall be recovered from contractor along with interest levied/ leviable on BHEL.

4.0 RISK PURCHASE:

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

- 4.1** If at any time during the contract period, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the Security Deposit.
- 4.2** To recover any money due from the Contractor, due under this contract or any other contract or from the Security Deposit.
- 4.3** To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

5.0 OBSERVANCE OF LOCAL LAWS:

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

6.0 SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- 6.1** All safety rules, codes applied by BHEL / its Customers at port/ICD /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.

- 6.2** It shall be duty of contractor to acquaint himself with all safety regulations handling equipment and road transportation of all types of cargo. The contractor shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.
- 6.3** The contractor shall indemnify BHEL against violation of safety laws, rules and regulations while carrying –out operations as required by the contract.
- 6.4** No unauthorized person shall be allowed to work on the Trailers/equipment etc. The drivers shall have valid license and shall be proficient in work. No person without driving license should be allowed to drive and vehicle without necessary documents like RC, insurance, road permit etc. to carry cargo. Overloading of vehicles beyond permissible limit should not be allowed. BHEL will not be responsible for any damage due to violation of laws, rules & safety regulations any reserves right to recover losses in case of event due to violation by contractor on such account.

7.0 INSURANCE:

- 7.1** BHEL shall arrange to insure the project materials / properties of BHEL covering the risks during transit and material handling at port(s).
- 7.2** The Contractor shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the Contractor or his employees.
- 7.3** The Contractor shall during the performance of the contract take out a Third Party insurance cover against bodily injury or death suffered by any third party / parties or damage to property occurring during the course of execution of this contract in accordance with appropriate statutory requirements.
- 7.4** If due to Contractor's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to BHEL / its Customer's property, and if BHEL is unable to recover its claim from the Insurance firm, the deficit will be recovered from the Contractor.
- 7.5** Labour utilized by the contractor for handling any work under the contract either in the premises of BHEL or elsewhere shall be treated as the employees of the contractor and BHEL shall have no liability whatsoever in this regard. Contractor shall fully indemnify and hold BHEL harmless against any claims arising as a result of the failure of contractor to comply with this clause and/or any injuries/deaths/damages suffered by their workmen.

8.0 FORCE MAJEURE:

The following shall amount to force majeure conditions:

- 8.1** Acts of God, Act of any Government, War, Blockades, Sabotage, Riots, Civil Commotion , Insurrection, Terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, Landslides, Lightning, Cyclone, Earthquake, Epidemics, Quarantine restrictions, Arrest and Restraints of the government, necessity for Compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, Strikes or other industrial disturbances, Lockouts and other similar causes / events over which the BHEL & Contractor has no control.
- 8.2** If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to BHEL within 14 days from the date of occurrence thereof.
- 8.3** The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event

has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

8.4 Force Majeure conditions will apply on both sides.

9.0 PREVENTION OF CORRUPTION:

9.1 Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.

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

10.0 BHEL FRAUD PREVENTION POLICY:

The Bidder along with its associates /Collaborators /Sub-contractors /Sub-vendors /Consultants /Service Providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://bhel.com> and <http://bhelbpl.co.in> and shall immediately bring to notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

11.0 ARBITRATION:

11.1 If at any time, any questions, disputes or differences whatsoever arising out of, or in any manner concerning the contract between BHEL and the Contractors, the same shall be referred to the sole arbitrator i.e. General Manager (MM), BHEL, Bhopal or nominee appointed by him in writing. The arbitration shall be conducted in line with the provisions of 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 in force 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, Piplani, Bhopal.

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 Bhopal, India shall have jurisdiction over this contract.

13.0 INDEMNITY:

The Contractor shall indemnify and keep indemnified BHEL for 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 EARNEST MONEY DEPOSIT:

14.1 The bidders shall submit along with Techno-Commercial Bid **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only)** towards refundable Earnest Money Deposit (EMD). For Micro & Small Enterprises (MSE) bidders no EMD will be insisted upon.

14.2 The EMD shall be accepted only in any of the following forms (i) Cash deposit as permissible under the extant Income Tax Act (before Tender Opening) (ii) Electronic Fund Transfer credited in BHEL Bhopal account (before Tender Opening) *through State Bank Collect online portal to be accessed through*

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<http://www.bhelbpl.co.in> → Online E-Payment → Proceed Direct to Bank Site for payment → Proceed (Select M.P. & Industry) → Select Payment Category (EMD) (iii) Banker's Cheque / Pay Order / Demand Draft in favour of BHEL (alongwith Offer/Bid).

14.3 The EMD submitted by the tenderer/bidder will be forfeited as per NIT conditions, if:

- (i) After opening of the tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- (ii) The Contractor fails to deposit the required Security Deposit or 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 by the bidder shall be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers / contractors" and forfeited / released based on the action as determined under these guidelines.

14.4 EMD shall not carry any interest.

14.5 EMD of the successful bidder shall be retained as part of the Security Deposit.

14.6 EMD of all unsuccessful bidders shall be refunded normally within fifteen days of award of work to the successful bidder.

15.0 SECURITY DEPOSIT:

15.1 The total amount of Security Deposit will be **5%** of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

15.2 The successful bidder shall submit the Security Deposit within **7 days** of issue of Letter of Intent (LOI) for the contract or before start of the work whichever is earlier.

15.3 Security Deposit may be made only in any of the following manner (i) Cash deposit as permissible under the extant Income Tax Act (ii) Local Cheques of Scheduled Banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer in favour of BHEL Bhopal *through State Bank Collect online portal to be accessed through <http://www.bhelbpl.co.in> → Online E-Payment → Proceed Direct to Bank Site for payment → Proceed (Select M.P. & Industry) → Select Payment Category (SD)* (iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee Format should have the approval of BHEL (iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back (v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed / hypothecated / pledged, as applicable, in favour of BHEL).

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

15.4 The Security Deposit shall not carry any interest.

15.5 Securities / BG's shall be released within three (3) months of successful execution and completion of the contract.

16.0 MISCELLANEOUS:

The CHA shall also carry out and observe the provisions of the Workmen's Compensation Act and Shops and Establishment Act and all other relevant Acts of the Center and the State and any rules made thereunder and also indemnify BHEL against any liability that may be imposed on BHEL for non-observance of any of 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.

17.0 GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

The contractor will be binding to the “Guidelines for suspension of business dealings with suppliers/ Contractors” which is available at BHEL website www.bhel.com. The link for the same is available at http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf

SECTION – II

INSTRUCTIONS TO THE BIDDERS & SPECIAL TERMS & CONDITIONS RELEVANT TO THIS TENDER

1.0 COMPOSITION OF THE TENDER BID:

The tenders will be submitted in two-bid system in separate sealed covers as explained below:

1.1 PRICE BID:

1.1.A Price Bid is to be submitted in the format specified in Section-VI, Annexure-III of this tender document. This envelope should be clearly superscribed as **“PRICE BID: PART-II”** and the Tender no. as **BPL/CMM/FE/CHA/20-21/01R**

1.1.B Single rate on lump-sum basis for total contract is to be quoted by bidder. Bidder should ensure that quoted rate is inclusive of all activities mentioned in price bid (Annexure III). Contract value will be allocated to each item based on percentage distribution indicated in price bid format. Individual rate for each activity will be calculated by dividing contract value allocation for each activity by estimated load data indicated in the price bid format. No modifications to the work contained in the items will be allowed. The bids, if submitted for part scope of services, are liable to be rejected.

1.1.C Quotations other than in prescribed formats will not be accepted under any circumstances.

1.1.D No clarification or modification to the specifications, item, descriptions, scope of work and other tender terms and conditions is to be enclosed in this sealed cover. Any such clarification/modification, if enclosed in this sealed cover (Price Bid), will be totally ignored and such bids are liable to be rejected.

1.2 TECHNO-COMMERCIAL BID:

1.2.A Bidder shall sign **Annexure-I of Techno-Commercial Bid in token of acceptance of all the terms & conditions contained in this tender** and submit all these documents in separate sealed cover, to be clearly superscribed as **“TECHNO-COMMERCIAL BID: PART-I”** and the Tender no. as **BPL/CMM/FE/CHA/20-21/01R**.

1.2.B The envelope containing Techno-Commercial Bid: Part-I shall also contain the **Money Receipt (in case of Cash deposit) / EFT details / Banker's Cheque / Pay Order / Demand Draft of Earnest Money Deposit of Rs. 1,50,000/-**. Bids without the requisite EMD will be summarily rejected.

1.2.C Both Envelopes containing Techno-Commercial Bid and the Price Bid should be kept in a separate sealed cover. This cover shall be labeled with the Contractor's name, address and contact person. The cover may be superscribed **“TENDER FOR APPOINTMENT OF CUSTOMS HOUSE AGENT (CHA) AT ICD MANDIDEEP - TENDER No. BPL/CMM/FE/CHA/20-21/01R”** and addressed to the AGM (CMM – FE), BHEL, Bhopal.

1.2.D **Bids complete in all respect addressed to the AGM (CMM – FE), Common Materials Management, Administrative Building 2nd Floor, BHEL, Piplani, Bhopal, Pin - 462022 shall be sent to BHEL Bhopal so as to reach latest on or before the date of tender opening (04.09.2020) by 11.00 hrs. Tenders received after the scheduled time & date are liable to be rejected. The Techno-Commercial Bids shall be opened on the same date at 14.00 hrs. in the presence of the bidders who choose to be present.**

1.2.E Price Bids of Bidders whose Techno-Commercial Bids are found acceptable will only be opened subsequently, with due information to the qualified bidders. BHEL reserves the right to load offer for any deviations quoted by bidder from the conditions of NIT enquiry.

2.0 The Bids shall be kept valid for a period of 90 days from the date of opening of the Techno-Commercial Bid. In case BHEL wants to extend the validity of the Bid, vender to extend validity without any condition.

3.0 CORRECTIONS / MISTAKES:

- 3.1 All corrections made in the bid should be initialized. In case of financial bids, BHEL seal should also be affixed at all corrections.
- 3.2 Any request from the Tenderer in respect of additions, alternations, modifications, corrections etc. of either terms or conditions, or rates of his offer after opening of the tenders shall not be entertained.
- 4.0 The acceptance of tender and award of the contract shall rest with BHEL who does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders Received, without assigning any reason thereof.
- 5.0 The acceptance of tender shall be intimated to the successful contractors through a Letter of Intent (LOI). **The contractor shall be required to enter into contract and submit Security Deposit as per Para 15.0 of Section I of Tender Document, within 7 days from LOI or start of the work, whichever is earlier,** which should be valid upto **3 months** after the expiry of the contract period as specified in the LOI. 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.

6.0 EVALUATION CRITERIA INCLUDING PQR (PRE-QUALIFICATION REQUIREMENT):

6.1 PQR (Pre-qualification requirement)

1. Valid CHA license in the name of proprietor/firm/company.
2. Experience of handling CHA & import clearance activity (including transportation) fulfilling any one of the following conditions:
 - a) Three similar completed Contracts of amount not less than Rs. **30/-** Lakhs approx. OR
 - b) Two similar completed Contracts of amount not less than Rs. **38/-** Lakhs approx. OR
 - c) One similar completed Contract of amount not less than Rs. **60/-** Lakhs approx.Contracts should have been executed within last three years.
Copy of work order / contract agreement letter to be submitted as a proof.
Experience letter issued by customer indicating executed contract value to be submitted in case contract value is not mentioned on work order / contract agreement.
3. Must have office near ICD Mandideep to deal CHA operations. In case bidder has no office, confirmation to open office within 3 weeks of receipt of Lol / work order in case contract is awarded is required.
4. Must have maintained average annual turnover of at least Rs. **23/-** Lakhs in the last three financial years.
5. Must have current ratio more than **one (1)** in the last financial year.
6. Must have **positive Net worth** in the last financial year.
7. Must have handled at least twenty-five (**25 nos.**) Bills of Entry per year in previous three financial years. List of Bills of Entry along with customer list to be submitted as proof.
8. Latest solvency certificate from any scheduled bank for **Rs. 19/-** Lakhs.
9. Must have **ICEGATE** connectivity with Customs in their office.
10. Must have at least one person having valid G status CHA Certificate deputed for clearance activity at ICD Mandideep. Equivalent or higher status certificate is also acceptable.

Chartered Accountant Certificate for fulfilment of requirement at Sl. Nos. **4, 5, 6 and 7** is to be furnished.

Prior experience & turnover conditions (at S no. 2, 4 and 7 above) may be relaxed by 50% for Micro and Small Enterprises subject to meeting quality and technical specifications, in line with MSME Act & other statutory guidelines issued. MSE vendors should submit self-attested copy of Udyog Aadhar Memorandum (UAM) along with tender documents. Non-submission of document will lead to consideration of bid at par with other non-MSE bidders.

6.2 Evaluation Criteria

- a) Since the Custom clearance activities are to take place at Mandideep / Bhopal, the Bidder shall indicate the details of the Office set-up and service network established at Bhopal / Mandideep for rendering

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services for Import clearance. The Bidder shall enclose following documents in support of their credentials for clearance activities;

- i. Copy of Endorsement of the Licence by Bhopal Commissionerate for Clearance at ICD Mandideep / Bhopal.
- ii. In case the CHA who is interested and intends to start the clearance activities at ICD Mandideep / Bhopal under this Tender, he must indicate acceptance to establish the required clearance set-up at ICD Mandideep / Bhopal & submit evidence of having filed application prior to the date of technical bid opening for endorsement of his CHA licence with Bhopal Customs.
- b) The Bids shall be evaluated on the basis of total cost to BHEL combined with Bhopal and Jhansi for all the items of price bid format. Separate Work Orders will be issued by BHEL Bhopal and BHEL Jhansi.
- c) The quantities that would be considered for evaluating the tender are attached alongwith the tender. (Refer Annexure-III)
- d) BHEL reserves the right to negotiate the price with technically accepted L-1 (lowest) bidder.
- e) Micro & Small Enterprises (MSE) quoting within price band L1 + 15% can be awarded complete tender (being non-splittable/non-dividable) subject to them bringing down their price to L1 price in situation where L1 price is from someone other than MSE.

7.0 PERIOD OF CONTRACT:

- a) The period of CHA contract will be for two years with the provision of further extension of up to three months with mutual consent of parties to the contract.
- b) BHEL reserves the right to terminate the contract at any time, without assigning any reasons thereof, by giving one months' notice of their intention to do so in writing to the CHA who shall not be entitled for any compensation by reason of such termination.
- c) If at any time during the currency of the contract, the CHA fails to render all or any of the services required under the scope of work satisfactorily in the opinion of the BHEL, whose decision shall be final and binding on the CHA, the BHEL reserves the right to get the work done by other parties or departmentally at the CHA's risk and cost.
- d) In the event of the CHA going into liquidation or winding up business or making arrangements with a third party, the BHEL shall have the right to terminate the contract forthwith. In case any of the partners of the CHA become insolvent, the contract shall automatically stand terminated. BHEL reserves the right to claim from the Contractor any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract.
- e) Whenever asked by BHEL, all documents including Original B/E, Licenses, Power certificates, Exemption certificate etc will be returned by CHA immediately but not later than 3 working days, failing which appropriate action as deemed fit by the BHEL will be taken.
- f) In the event of contractor backing out / not performing as per the contract, suitable financial action will be taken by BHEL. Additionally, future business of such defaulting agents will be suspended with BHEL as per prevalent company policy.
- g) Business volume /quantity for evaluation of tender as per Annexure III is anticipated. BHEL will make effort to fulfill business volume as per tender however, actual business volume may vary depending on order book condition of BHEL, business and economic scenario. BHEL will not be responsible or compensate contractor for lower business volume compared to that indicated in the tender.

8.0 PAYMENT TERMS:

8.1 Reimbursement Bills

Freight, Custom Duty payment & Terminal handling / Port charges payable to M/s. CONCOR at Mandideep will be paid by BHEL. CHA shall coordinate with BHEL to collect cheque / DD from BHEL and handover to the relevant authorities in case payment by RTGS/NEFT fails. At times if situation so demands, BHEL can advise CHA to make payment of Container detention & destination charges to the Shipping line / Freight forwarder as well as differential custom duty and interest on custom duty, Bill of entry amendment charges etc. to the Customs of up to Rs. 2,50,000/- on behalf of BHEL on reimbursement basis.

Following documents shall be necessarily submitted along with bill

1. Shipping line / freight forwarder invoice for THC / port charges / container detention or any other destination charges
2. Proof of payment of THC / port charges / container detention or any other destination charges.

3. Proof of payment of differential custom duty / interest on custom duty / Bill of entry amendment charges etc.
4. Copy of approval by BHEL (email from authorized BHEL personnel acceptable) for payment of charges under above mentioned heads.
5. Detailed analysis of detention/ground rent/demurrage/wharfage charges incurred. Date wise account of events & reasons for these charges shall be submitted along with bill. Charges attributable to CHA shall be recovered from his bills.

8.2 Transportation Bills

Payment of transportation bills for transport from ICD Mandideep to BHEL Bhopal or Jhansi and Mumbai warehouse/ Godown to BHEL Bhopal will be made on submission of bills complete in all respect along with requisite documents as stated below:

1. Copy of BHEL's Road Despatch Advices (RDAs) for dispatches from Mumbai warehouse to BHEL Bhopal.
2. Consignee / Consignor copy of LR clearly indicating no. of packages and weight of cargo for dispatches from ICD Mandideep to BHEL Bhopal and Jhansi.
3. Weighing slip of vehicle at BHEL showing both inward and outward entries for dispatches from ICD Mandideep to Bhopal and Jhansi. In absence of same, record of BHEL stores will be used for calculation of net weight per vehicle and used for payment of bills.
4. PVC calculation sheet for freight rate as per clause 15. Supporting documents for diesel prices to be enclosed.

8.3 CHA Bills

Payment of all CHA bills shall be made on submission of bills complete in all respect along with requisite documents as stated below:

1. Calculation sheet for charges explicitly as per rates finalized under contract
2. Proof of payment of EDI / CMC charges.
3. Copy of Bill of entry

Payment for bills except for reimbursement bills will be made by respective units within 90 days on submission of complete bill.

Payment for reimbursement bills will be made within 30 days on submission of complete bill.

Time limit applicable for payments will reckon from the date of submission of complete bills along with requisite documents as mentioned above or any additional information required by BHEL. Any deviation from the above payment terms, if accepted by BHEL, shall be loaded @ SBI base rate + 6 % for the purpose of bid evaluation.

8.4 DEMURRAGE/WHARFAGE/TERMINAL SERVICE CHGS. /GROUND RENT/CONTAINER DETENTION CHGS.:

- i. The Ground Rent/Terminal Service charges/Demurrage/Wharfage charges and Container Detention charges levied for reasons solely attributable to BHEL shall be borne by us. Similarly, if these are levied for reasons attributable to CHA, the same shall be recovered from the bills of the CHA. In all cases, the explanation of the CHA will be examined by the BHEL and payment of the bills will be made after recovery, if any, on account of the failure on the part of the CHA.
- ii. In case of charges payable on weekly basis, if the CHAs are responsible for delay in part, pro-rata deduction will be made taking into account the week and corresponding rates. For example, if one day's delay results in additional charges of one week, recovery for the one week will be made.
- iii. In cases, where demurrage explanations are not given, it will be assumed that the CHA has no explanation to offer and the BHEL shall arrange for recovery of demurrage on account of failure on the part of CHAs in whole from the pending bills as per the merits of the cases.
- iv. The decision of the BHEL in determining the amount, if any recoverable from the CHAs shall be final and binding on the CHA.

- 9.0** The CHA will be required to raise the Bill for the services rendered. The bills will have to be raised serially for each Docket/ Bill of Entry after all the packages contained in the Docket/ Bill of Entry is dispatched.

- 10.0** All Agency bills to be raised within 7 days of the dispatch of materials but not later than 15 days without any specific reason. BHEL may accept some bills beyond the specified period at its sole discretion.
- 11.0** For transportation bills, where the payment is to be made on weight basis, it will be made on actual weight. For dispatches from Mumbai warehouse to BHEL Bhopal, weight mentioned in RDA while for dispatches from ICD Mandideep to Bhopal and Jhansi Units actual weight measured at BHEL Unit will be used for payment purpose.
- 12.0** All the road permissions and ODC Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident en-route and consequences therefore including legal implications, if any. 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.
- 13.0** The Contractor shall take all due care for protecting the consignments from rains or other adverse weather conditions and be responsible for their safe and sound condition during his possession and the vehicles carrying such consignments shall be suitably equipped for the same. The Contractor shall take all due care of consignments while loading/unloading. In case of Trans-shipment, the Contractor shall provide all packing and lashing at his own cost. 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.

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 undertake 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. The repair charges as mutually agreed and incurred due to the reasons not attributable to the Contractor shall be reimbursed by BHEL.

15.0 PRICE VARIATION CLAUSE FOR TRANSPORTATION CHARGES:

The transportation charges from ICD Mandideep to BHEL Bhopal / Jhansi and ROD Mumbai warehouse (outside BMC limits) to BHEL Bhopal on weekly basis shall increase / decrease by 30% of average percentage increase / decrease in the diesel rates prevailing at Bhopal over the base rate applicable on Tender Opening Date i.e. **04.09.2020**.

Price variation will be allowed for increase/decrease in diesel price for 30% of the freight rate. Formula for PVC will be as per below:

$$\text{Actual freight billing rate, } R1 = R0 \times 0.70 + R0 \times 0.30 \times D1/D0$$

R0 = freight (Rs / MT) rate as per final contract,

D0 = Price (Rs. / Ltr.) of non-branded diesel on the technical bid opening date for Bhopal,

D1 = Average price (Rs. / Ltr.) of non-branded diesel for the week, i.e., (Sunday to Saturday) of dispatch.

Copy of diesel price (D1) for dispatch week shall be enclosed with bill. Diesel prices published on <https://www.mypetrolprice.com/> will be used for calculation of PVC factor.

SECTION – III

SCOPE OF WORK AND SERVICES

1.0 SCOPE OF WORK:

The contractor shall act as Customs House Agent for BHEL Bhopal and Jhansi Unit at ICD Mandideep. The scope of work shall include clearing, forwarding and transportation of packages of such imported material to BHEL Bhopal or Jhansi where the consignments belong. The imports are covered by project import/DEEC/Adhoc exemptions and other notifications in addition to normal merit clearance.

The contractor shall have sufficient and well experienced/qualified staff well conversant with latest customs rules and regulations, classification and able to act independently at Customs and port for providing best service of manpower to collect/accept the documents from BHEL for speedy clearance activities. The contractor shall operate whenever Customs / Port/ ICD are working.

(A) FOR BHEL BHOPAL & JHANSI CONSIGNMENTS:

1. Co-ordination with the shipping lines and BHEL appointed shipping contractor for tracking of consignments on Sea for ETA at JNPT and ICD Mandideep, & obtaining D.O. on payment of freight by BHEL.
2. Co-ordination with M/s. CONCOR for all their activities i.e. handling of stuffed containers at ICD Mandideep, de-stuffing of cargo, warehousing at CONCOR where necessary, loading of the de-stuffed materials in to Trucks / Trailers for Transportation to BHEL Bhopal / Jhansi. The Trucks / Trailers as needed for Transportation from ICD Mandideep to BHEL Bhopal / Jhansi and from BHEL's warehouse / godown at Mumbai to BHEL Bhopal will be arranged by the Contractor at his cost.
3. Preparation of Bill of entry (B/E), Filing of B/E under various modes of assessment, getting the B/E passed, Customs examination and arranging Customs clearance at ICD Mandideep.
4. Co-ordination with Customs at Bhopal / ICD Mandideep for payment of duty & resolution of any procedural requirement of Customs.
5. Payment of Container Detention & Destination charges to the Shipping Line / Freight Forwarder of up to Rs.2, 50, 000/- on behalf of BHEL Bhopal / Jhansi on re-imbursement basis.
6. Transportation of De-stuffed materials from ICD Mandideep to Stores Division, BHEL Bhopal / Jhansi by Road.
7. Registration of Import Licenses and various duty exemption schemes with Commissioner of Customs at Bhopal.
8. Registration of CRA issued Mumbai Customs at Bhopal Customs for imports under PI regulation scheme.
9. Clearance of the imports under the licences registered at NCH Mumbai with registration of additional bonds at ICD Customs.
10. Survey of consignments found damaged during delivery by the shipping line at ICD Mandideep.
11. Submission of Original of Duplicate and Triplicate Bills of Entry to BHEL within 1 week of clearance.
12. Dispatch of Import Licences & relevant import documents from or to Mumbai/port of clearance as and when instructed by BHEL by courier where the courier charges as agreed in the contract will be reimbursed by BHEL.
13. Tenders of the Bidders who have not quoted for all the items of the Price Bid (Annexure-II), not having their CHA licence endorsed by Bhopal commissionerate or not applied for such an endorsement before the bid opening date are liable to be rejected.

2.0 ROLE OF THE CHA:

The successful bidder on award of LOI / Contract shall act as Customs House CHA (CHA) for BHEL at Bhopal and Jhansi for clearance of materials mainly consisting of Cold Rolled Grain Oriented (CRGO), Cold Rolled Non Grain Oriented (CRNGO Coils/sheets), Copper Conductors, Press Boards, Insulation materials, Oil Drums, Forgings, Castings, Capital Goods, Compressors, etc. imported into India from any foreign country.

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

The CHA shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by CFS, CONCOR, Port Trust, Airport Authority, Customs, DGFT, Insurance and other concerned authorities for clearance and carriage of goods by Sea/ Air/ Post-Parcel/ Rail/ Road.

3.0 FILING OF DOCUMENTS:

Preparation and filing of all necessary relevant documents with the Customs, CONCOR, Port Authorities, Insurance, BHEL and Steamship Companies etc. for clearing and forwarding of consignments arriving at **ICD Mandideep** in time shall be the responsibility of the Clearing CHAs.

The CHA will collect / deliver required documents and payments of Freight / Duty etc pertaining to Import Clearance daily in the morning hours from BHEL Bhopal & BHEL Jhansi. Immediately on receipt of documents for clearance from the BHEL the CHA shall verify completeness of all the documents and shortcoming, if any, must be pointed out for necessary action by BHEL. If no observation is received, it will be presumed that the documents given to the CHA are complete in all respect for clearance of consignment in the specified schedule.

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

CHA should file B/E at Customs immediately and as soon as the B/E is noted the CHA should inform the B/E no and date for subject docket. CHA will also place trucks / trailers promptly to avoid any detention charges. At times the CHA shall file B/E in advance as per instructions of BHEL when all the shipping documents are made available ahead of arrival of the cargo.

4.0 TIMELY CLEARANCE:

Clearance of consignments within the shortest possible time is essence of the contract and CHA shall take all measures in advance for ensuring the same. The CHA will be required to effect clearance and dispatch of all consignments in the shortest possible time after their arrival and in any case before the Last Free Date (LFD) fixed by CONCOR and or the Shipping line.

In case the clearance is delayed for the reasons not attributable to the CHA, Ground Rent (LDD TSC) / Demurrage (Wharfage) / Detention charges will be borne by the BHEL, subject to providing documentary evidence; otherwise such charges levied on BHEL shall be deducted from the CHA's bills.

The CHA shall arrange for the prior assessment of Bill of Entry no sooner the Manifest (Prior Entry) is filed by Carrier's Agents in the Customs. The CHA shall also utilize the facility of prior assessment of B/E without waiting for filing of Manifest, as per the relevant regulations, Public Notices etc.

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

- The freight bills are to be collected well in advance of the berthing of the vessel and finalization of manifest at ICD MANDIDEEP, submit the same to BHEL in time to avoid any delay in clearance proceedings for want of timely freight payment. Freight payment can however be made from BHEL ROD Mumbai also.
- In respect of **Customs Duty payment for sea shipments**, the CHA has to inform the duty in advance to the BHEL for preparing pay order and making it available to the CHA in time to avoid any delay in Customs Duty payment and clearance.

5.0 TIME LIMIT FOR CLEARANCE ACTIVITIES:

Following **schedule of clearance** has to be strictly followed by the CHA after handing over last input/documents by BHEL to them:

Sl. No.	Activities	Time allowed in working days for Clearance	Time allowed in working days for Transport
A1	Filing of Bill of entry within 24 hours of IGM	1	NA
A2	Import Clearance under Merit for Home Consumption, including Bill of entry assessment and duty payment, D.O., customs examination and Out Of Charge (OOC) etc. and Transport to BHEL Bhopal / Jhansi	4	1 day for Bhopal and 3 days for Jhansi per B/E (excluding day of OOC) subject to delivery of minimum 150 MT per day.
B	Import Clearance for Home Consumption B/E under Advance Authorisation / EPCG / Project import / Power Certificate / Adhoc. Exemption Certificate including Bill of entry assessment, debit, ADF / Duty payment wherever applicable, Delivery Order, Customs Examination and Out of Charge (OOC) including Transport to BHEL Bhopal / Jhansi	6	1 day for Bhopal and 3 days for Jhansi per B/E (excluding day of OOC) subject to delivery of minimum 150 MT per day.
C	In the event of Late noting under Sec.48 (additional time)	1	--do--
D	In event of High Seas Sale procedure (additional time)	1	--do--
E	Registration of DES Licence / EPCG / Project Import & Additional Bond	3	NA

NOTE :- The CHA will be given **24 hrs.** time for unloading of the Cargo at BHEL Stores. In case the actual time taken from loading, en route & upto unloading of consignment exceeds the free time of 72 hours for reasons attributable to BHEL, vehicle detention charges of Rs. 800/- per day per vehicle for LCV, HCV or Trucks and Rs. 1000/- per day per vehicle for Trailers shall be payable in addition to regular clearance charges. For quantity, exceeding 150 MT additional time allowed for transport (refer A2 and B above) will be One day per 150MT delivery to BHEL.

Last Input Document shall mean Documents such as Docket/Revised invoice/final Mode of Assessment (MOA) / PO (PI) application(in case of PI clearance), OBL, Delivery Order from the shipping line, Test certificate & any other input/documents which BHEL is supposed to give & not covered above. Net working days shall mean number of days excluding Customs, Dock & Shipping Companies holidays.

Time is the essence of the contract and CHA shall endeavor to complete the activities in time limit prescribed above. However, CHA will arrange documentary evidence delays, which are beyond their control to deal with Container Detention / Ground Rent / LDD TSC / Demurrage / Wharfage charges / THC charges arising out of such delays.

- EDI system non-functioning for noting of B/E & assessment & further processing delay of said B/E - CHA to inform by mail on same day.
- Delay due to EDI system for on line registration of RA at other custom house - A copy of B/E required to verify the date of registration.
- Approval of Check list by BHEL officials.
- Any input/documents given by BHEL after 14.00 Hrs, that day will not be counted.
- Re-assessment of B/E as per BHEL instruction- Supported by mail.
- First Check Examination - Supported by Examination Order.
- In case of query raised by customs/shipping BHEL/port authorities/CONCOR or any other agency, time/days required to resolve such issues will be completely exempted.
- Delay due to BHEL Freight Forwarding Contractor in handing over final Delivery order (D.O.)

5.1 DEMURRAGE / WHARFAGE / CONTAINER DETENTION / GROUND RENT / LDD TSC CHARGES:

Any delay beyond the specified period given above, if attributable to CHA, will be to CHA's account and recovery for additional Demurrage (Wharfage) / Container Detention / Ground Rent (LDD TSC) and any other charges for the period beyond the specified period shall be recovered from the pending bills of the CHA.

6.0 CORRECT DUTY PAYMENT:

- The CHA will be fully conversant with customs classifications and proceed to make correct Duty payment on behalf of the BHEL immediately on receipt of documents from BHEL.
- In case any clarification or additional information is required from BHEL, the same shall be promptly brought to the notice of BHEL or its representative in writing and obtained expeditiously.
- In case Customs authorities do not agree with the above classification or Notification benefit obtained initially by the CHA on behalf of the Co., the same shall be brought to the notice of BHEL or its representative before assessment and further action will be taken as per the instructions of BHEL.
- In case excess duty is paid due to lapses on part of the CHA, the amount so overpaid may, solely at the absolute discretion of the BHEL, be recovered from the outstanding bills of the CHA. The recovered amount will be refunded, accounting for refund obtained by BHEL from Customs.
- Similarly, if any penalty and/or fine is imposed by customs authorities due to lapses on any or one of the above, the amount of penalty and/or fine levied may be recovered from the Contractor, solely at the discretion of BHEL.

7.0 CORRECT PAYMENT TO OTHER AGENCIES:

The CHA shall ensure correct and timely payment on behalf of BHEL (including charges paid through BHEL) to other agencies and provide the proof of such payment to BHEL. In case any wrong payment or excess payment is made by the CHA to such other Agencies, CHA will be fully responsible for the same and will have to make good the losses suffered by the BHEL on this account. The BHEL will recover such amount from the outstanding bills of CHA. However, if such fine and/or penalty or excess payment is subsequently waived or reduced or refunded by other agencies the amount refunded to BHEL by them would be paid to the CHA.

8.0 INPUT TAX CREDIT UNDER GST:

- The CHA shall obtain the input tax credit (ITC) endorsement in favour of the BHEL's respective manufacturing unit, Customer or Sub-contractor as per the instructions of the BHEL.
- The CHA will exercise all care and precaution to ensure that the BHEL or its customers or sub-contractors are able to avail the input tax credit benefit as per the prevailing Acts, Rules, and Regulations.

9.0 SUBMISSION OF ORIGINAL BILLS OF ENTRY:

The CHA would submit Original Bills of Entry (Duplicate importer's copy) or triplicate and quadruplicate copies of B/Es as applicable, immediately under separate covering letters in the formats to be specified by the BHEL but not later than one week from the date of clearance. Bills of Entry can be submitted in either physical or electronic form (e-OOC copy). The CHA shall also send custom assessed soft copy of Bill of Entry for each docket without fail. In case the original B/E are not submitted for any reason, then the contractor should intimate to BHEL and arrange for duplicate/certificate of B/E within 15 days of intimation at no extra cost. In case BHEL is unable to avail credit on Integrated tax paid due to non-availability of original Bill of Entry, equivalent amount shall be deducted from CHA bills.

10.0 CO-ORDINATION WITH CARRIER'S AGENT:

- The CHA shall maintain liaison with the Steamer Agents and ensure collection of freight bills/correct IGM/Item data/BLs well in advance of the berthing of the vessel.
- The CHA shall be responsible to obtain Delivery Order(s), after making payment to Steamer towards mandatory / statutory payments etc., from the Steamer Agents. The freight cheque, in case electronic payment fails, will be collected by the Agents, as soon as the vessel takes berth and IGM is finalized.
- In case of delay in filing of Manifest or wrong or deficient manifestation, the CHA shall rigorously follow-up with the Steamer Agent for prompt corrective action.
- In case all the containers of the consignment are not discharged by the same vessel or are not properly declared in the FCL list of Port, the CHA will immediately take up the matter in writing with Steamer Agent for prompt corrective action. In case demurrages or container detention charges are incurred due to the lapses of the steamer Agent, the CHA would promptly lodge the claim for the demurrage and container detention charges and follow up the matter till its reimbursement is obtained.

11.0 LOADING AND DESPATCH:

The CHA shall also undertake all work for transporting goods from ICD Mandideep to BHEL Bhopal / Jhansi and from ROD Warehouse, Mumba (outside BMC limits) to BHEL Bhopal in suitable Trucks / Trailers as required for the safe transportation of the material. The CHA shall be responsible for all acts & deeds necessary or incidental thereto whether expressly mentioned in this agreement or not and perform all functions incidental to clearance and forwarding of Goods/Consignments. Loading at the ICD will be in the scope of CONCOR and unloading at BHEL Bhopal & Jhansi shall be BHEL's responsibility.

The CHA shall indemnify BHEL for any claims/ loss caused due to any mishap/accident occurring during handling of cargo by him in the course of clearing, till the consignments are delivered at BHEL Bhopal for BHEL Bhopal consignments and BHEL Jhansi for BHEL Jhansi consignments.

12.0 CUSTOM DUTY ACCOUNTS:

- The CHA will submit monthly statements of all the deposited cheques and amounts debited as per the format specified by the BHEL. CHA shall check the correctness of charges claimed with schedule of rates and specific confirmation shall have to be given by them while forwarding the monthly account.
- In case these statements or extracts are not submitted by the due date or the discrepancy is not resolved within 15 days' period, the BHEL reserves the right to withhold any further payments of bills/claims of the CHA.

13.0 TAXES & DUTIES:

Taxes & duties as applicable on CHA services will be paid extra subject to furnishing documentary evidence.

13.0 MAINTENANCE OF RECORDS:

The CHA shall maintain the following records:

- a) Account of Stores cleared, handled, forwarded and transported. These records shall be furnished to the BHEL at such intervals and in such a manner as the BHEL may demand from time to time.
- b) Computerized record of Bills of Entry filed by them vessel-wise.
- c) A refund register/ computerized record for refund of customs duty paid in excess in regard to short landing claims.
- d) A copy of Import documents i.e. Bills of Entry, Invoice and Bill of Lading.

15.0 REPORTS:

- In case of AA/DEEC and Project import cases, the CHA will furnish complete details of debits and balances in a format and manner to be specified by the BHEL.
- The CHA would also send the following periodical reports as per the formats to be provided by BHEL at the time of LOI:

Sl. No.	Report	Frequency
1	Status Report of Consignments cleared & pending for clearance	Daily basis in the format provided by BHEL
2	Report of Custom Duty Paid	1 st and 16 th of every calendar month
3	Report of demurrage incurred on Consignments cleared	1 st of every calendar month for the preceding month
4	Statement of Duplicate and Triplicate copies of B/E submitted	1 st and 16 th of every calendar month

16.0 BHEL'S WEB BASED ONLINE IMPORT CLEARANCE SYSTEM:

BHEL will consider giving access of this system to CHA. CHA is required to make entries in Customs Clearance and Port Charges modules.

17.0 PENALTY / LIQUIDATED DAMAGES (LD):

Any charges incurred by BHEL (ground rent, demurrage/wharfage, detention, duty payment, interest etc.) due to delay/lapse and attributable to CHA will be recovered from CHA bills.

Additional LD penalty may be imposed by BHEL and deducted from CHA bills for delay in filing of B/E and completion of clearance activity excluding transport beyond prescribed time as per clause 5 above. Subject to force majeure condition, LD shall be 0.5% of bill value per week of delay or part thereof, subject a maximum of 10% of the bill value. For filing B/E - IGM time and for import clearance activity last input document (refer clause 5) will be considered for calculation of delay time.

For transport of custom cleared consignments, CHA must deliver material within time prescribed above. For quantity, exceeding 150 MT additional time allowed for transport will be One day per 150MT delivery to BHEL. Subject to force majeure condition, LD shall be 0.5% of freight bill value per day of delay subject a maximum of 10% of the freight bill value. Date of Out of Charge/Destuffing will be considered for calculation of delay time. CN/receiving date at BHEL Stores will be considered as delivery date.

For transport of Customs cleared consignments from Mumbai/JNPT go down, CHA must place appropriate vehicle on day mentioned by BHEL Bhopal. Subject to force majeure condition, LD shall be 0.5% of freight bill value per day of delay subject a maximum of 10% of the freight bill value. LD is subject to requisition by BHEL at least three working days prior to the desired date for vehicle placement.

Any loading on penalty clause shall be to extent to which it is not agreed by the bidder (at offered value).

18.0 COMPLIANCE TO E-WAY BILL:

As per GST, Electronic Way Bill (E-Way Bill) is necessary for movement of goods (which may not necessarily be on account of supply) of consignment value more than Rs. 50000/-. Contractor (CHA) should fulfill and comply with requirement stipulated for E-Way Bill under GST Rules.

E-Way bill is to be generated by CHA on basis of details of information provided by BHEL for Part-A of FORM GST EWB-01. This will include GSTIN of BHEL (recipient), invoice/challan number & date, value of

TENDER NO: BPL/CMM/FE/CHA/20-21/01R

goods, HSN code, transport document no. and reasons for transportation. Transport details for Part-B of FORM GST EWB-01 will be filled by CHA. E-Way bill is to be generated for all BHEL consignments irrespective of value before commencement of transport of goods.

E-Way bill number (EBN) generated from GST portal shall be communicated to BHEL immediately for acceptance. Material shall be delivered to consignee Unit within validity of E-Way Bill. BHEL will not be responsible for delay / detention of vehicles in case CHA fails/delay to comply with said requirement.

In case of multiple consignments in one vehicle, CHA shall prepare consolidated e-way bill as per rules. In case single consignment is dispatched in multiple vehicles, the details of conveyance shall be updated accordingly in FORM GST EWB-01 by CHA.

CHA must ensure that person in charge of conveyance has to carry invoice/bill of supply/delivery challan and copy of e-way bill or e-way bill number and any other document (physical or mapped) as may be required under GST rules.

In case of non-conformance to E-Way bill rules due to non-compliance by CHA resulting penalty will be to CHA account and will be recovered along with interest if any from CHA bills / security deposit. Loss to BHEL in case of detention or seizure of goods under transport will also be recovered from CHA.

SECTION – IV

(Letter of compliance on Bidder's Letter Head)

Ref No:

Date:

To,

AGM (CMM- FE)
M/s Bharat Heavy Electricals Limited,
Piplani, Bhopal

Dear Sir,

Sub: YOUR TENDER NO. BPL/CMM/FE/CHA/20-21/01R DUE ON 04.09.2020.

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

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

We also confirm that we have submitted filled-up complete information in PQR checklist (Annexure-I), Techno-Commercial Bid Format (Annexure-II), Unpriced Price Bid Format (Annexure-A) & submitted the Price Bid exactly in the Price Bid format (Annexure-III) without any deviations / conditions. We have noted the conditions mentioned in Annexure-I & Annexure-II.

In case any deviation is observed in the Price Bid the same is not to be entertained or considered by BHEL.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF BIDDER