



Bharat Heavy Electricals Limited

Ceramic Business Unit - Electroporcelains Division
Prof.CNR Rao Circle, Indian Institute of Science Post, Malleswaram
BANGALORE – 560 012 INDIA
www.bhelceramics.com

Office: 91(080) 23346352
91(080) 22182342
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MATERIALS MANAGEMENT

(Tender Document)

TENDER FOR APPOINTMENT OF CUSTOMS HOUSE AGENT (CHA)


Document ref: BHEL/EPD/MM-IMPORTS /CHA dated 27.12.2017

- 1.0 BHEL, Government of India Undertaking, a Maharatna Company is the largest Engineering and Manufacturing Enterprise in India catering to core sectors of the Indian economy, viz., Power Generation and Transmission, Industry, Transportation, Renewable Energy, Defense, etc.
 - a. BHEL-EPD, Bangalore are importing large number of materials from different countries across the world. It is expected around 900-1000 consignments per annum for a period of ONE year from date of awarding the rate contract.
 - b. BHEL-EPD desires to appoint CHA for customs clearance and related activities for import of materials at BIAL / ICD, Bangalore.
- 2.0 Tender Notice: Sealed tenders are invited from registered Customs House Agents for the above activities for **a period of one year** with the provision of further extension up to one year at the sole discretion of BHEL.
 - 2.1 BHEL is intending to award rate contract to one CHA only.
 - 2.2 **Tender Issue date from:** 27.12.2017 during factory hours.
 - 2.3 **Last Date & time for submission of tender :** 16.01.2018 up to 14.00 hours
 - 2.4 **Tender Opening:** The Technical Bid will be opened on 16.01.2018 **Tuesday** at **14.30** hours at **the tender room, near to reception, opposite tata institute, CNR Rao Circle** in the presence of the bidders who wish to be present.
 - 2.5 After evaluation of Techno Commercial bids, Price bids of only those tenderers who are technically accepted will be opened on a subsequent date, which will be intimated to the concerned in advance for witnessing of Price bid opening.
 - 2.6 **Type of tender:** The Tender shall be submitted in two parts viz., **(1)TECHNO- COMMERCIAL BID** (Part-A) and **(2) PRICE BID** (Part-B).
Details are as per clause 2.0 of Section – A
- 3.0 Instructions to contractors and conditions of the contract are enumerated in Section-A and Section-B respectively which may be read before filling up the rates in the financial schedule. Clarifications required, if any, may be sought for in writing or over phone from the undersigned or DGM [MM/SPV&Imports] to avoid any error in filling up the tender.
- 4.0 In case the company appoints you as Customs House Agent, you would be required to perform all duties as enlisted in Section-C.
- 5.0 It is expected that CHA would be able to get the consignment cleared promptly without any demurrage / storage etc. with correct customs duty as applicable to the imported cargo.
- 6.0 **Earnest Money Deposit: The tender should be accompanied by a Demand Draft / Pay Order for an amount of Rs. 2,00,000/- (Rupees Two Lakh only), drawn in favor of “ Bharat Heavy Electricals Limited”, payable at Bangalore (Cheque shall not be accepted). Tenders received without EMD of Rs.2,00,000/-(DD/Pay Order) would not be considered and summarily rejected. Details as indicated at section - D.**
- 7.0 **EMD will be waived in the following cases on submission of required documents:
Vendors as per MSME act 2006 / NSIC registered vendors.**



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MSE suppliers can avail the intended benefits only if they submit along with the offer , attested copies of either EM II certificate [Entrepreneur Memorandum] 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 a CA certificate [format enclosed at Annexure – I where deemed validity of EM II certificate of five 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 Two part bid]. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit 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 a Gazetted officer.

- 8.0 No interest shall be paid on the Earnest Money Deposit [EMD]. The EMD shall be refunded to the unsuccessful bidders after finalization of the tender.
- 9.0 After submission of offer / revised offer or acceptance of Company's counter offer, if any, at any stage within the validity period of the offer, if any bidder(s) withdraws such offer/ revised offer/acceptance of counter offer, their EMD, will be liable to be forfeited and would invite penal action as deemed fit.
- 10.0 Further, any new/additional conditions put forth by the bidder(s) after submission of offer(s)/ acceptance of offers shall not be considered by the company. It may, however, be reviewed seriously by the Company and may invite penal action as deemed fit by the Company.
- 11.0 Any failure to reply to our query/offer, etc. without any reasons, 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 company.
- 12.0 Details of vendor as per Annexure – I [MSME CA certificate], Annexure – II [Questionnaire], check list as per Annexure–III, and unpriced bid format indicating only service tax rate applied to be submitted along with Technical Bid duly filled in.
- 13.0 Price Discrepancy: Following shall be considered for evaluation and ordering for non-conformities/errors/discrepancies in price bid:
 - a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic errors, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.



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- e) Taxes and duties if not specified clearly as extra shall be considered as included in the basic price and, therefore shall not be reimbursed.

14.0 For any clarifications , vendors may please contact the following address:

- **Sri Sandeep S Budiyaal**
Sr.Engineer – MM
BHEL EPD, Malleshwaram, Bangalore – 560012
080-22182342
Email: sbudiyaal@bhel.in
- **Sri Pradip C Baro**
Dy. General Manager – MM
BHEL EPD, Malleshwaram, Bangalore – 560012
080-22182262
Email: pradipcbaro@bhel.in

SECTION – A

INSTRUCTIONS TO TENDERERS

1.0: Composition of Tender Bid:

The tenders have to be submitted under two part-bid system in separate sealed covers as explained below:

1.1 FINANCIAL BIDS :

1.1.1 Financial bid is to be submitted on the format enclosed. **(Price Schedule- ANNEXURE- B)**

1.1.2 Rates have to be quoted for each and every item of each schedule. Bidders should quote rates against the items in the Tender Schedule for the work as fully described and contained therein. No modifications to the work contained in the items will be allowed.

1.1.3 Quotations other than in the prescribed formats will not be accepted under any circumstances. Hand written offers will not be accepted.

1.1.4 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 (financial bid) will be totally ignored and such bids are liable to be rejected.

1.1.5 Applicable taxes to be indicated separately.

1.2 TECHNICAL BID:

Bidder shall sign the Section A to C of Technical Bid documents and affix company seal on all the pages containing sections and formats and submit all these documents in separate sealed cover clearly super scribed “CHA TENDER FOR 2017 -18”. – TECHNICAL BID “.



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2.0: SUBMISSION OF BID:

The sealed tender, is to be addressed to DGM/MM submitted in the **BHEL EPD tender box** kept in near BHEL Reception office at Electroporcelains Division, Malleshwaram, Bangalore-560012 on or **before 16.01.2018 at 14.30 hours.**

The techno-commercial bids shall be opened on the same day at 14.30 hours.

[EPD Tender Box at Near Reception Hall]

If Offer submission though Mail: Kindly send offers to respective emails only.

Part-1 "Techno-commercial bid) – technicalbid-epd@bhel.in

Part-2 "Price Bid) – pricebid-epd@bhel.in

2.1 Two part bid: Offer shall be made in two parts as detailed below:

"Techno – commercial bid (Part - A bid) "placed in a sealed envelope super scribed with document ref no., due date & "Price bid (Part B bid)" placed in a separate sealed envelope super scribed with Document ref no., due date. Both the sealed envelope shall be placed in another sealed envelope super scribed with Document ref no. & due date.

2.2 Price Schedule part B to be duly filled in with sign and seal with a covering letter.

2.3 The full name and address of the person to whom all the correspondences are to be addressed should be indicated with phone / mobile no (both office & residence), fax number and preferably e mail identification. All the tenderers can witness opening of Techno Commercial bid on the due date.

3.0 CORRECTIONS / MISTAKES:

3.1 All corrections in the bid should be initialed along with company seal.

3.2 Any request from the Tenderer in respect of additions, alterations, modifications, corrections, etc. of either terms or conditions or rates of their offer after opening of the tenders shall not be entertained.

4.0 VALIDITY OF OFFERS:

The offers against this tender shall be valid for a minimum period of **90** days from the date of opening of the tender (technical bid).

5.0 FINANCIAL BIDS:

The date, time and venue of tender opening will be intimated to the bidders separately.

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

7.0 All the entries in the tender document should be written in one ink. All the columns in the tender form (schedule of rates) should be filled without leaving any blank and all the pages of the tender must be duly signed & stamped by the contractor. Corrections if any shall be done legibly and counter signed by the contractor.

8.0 BHEL-EPD reserves the right to go for Reverse Action.



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The basis for arriving at L1 Bid is considering the total landed value inclusive of GST.

- 9.0 The acceptance of tender and award of the contract shall rest with the Company 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.
- 10.0 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 para 12.0 below, within 15 (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.
- 11.0 This CHA Contract will be operational for a period of ONE YEAR from the date of awarding the contract. Successful bidder will have to execute a contract agreement on a non-judicial stamp paper of value Rs.200 with agreed terms and conditions and pay security deposit (refundable) before commencement of the work.
- 12.0 **SECURITY DEPOSIT:**
Successful bidders shall be required to furnish Security Deposit to the Company for the fulfillment of the Contract as per the details furnished as **indicated at Section – D**
Amount of SD is 5% of final L1 total contract value plus 10 Lakh.
Security Deposit shall be refunded to the CHA after closure of the contract on full and final settlement with no claim certificate furnished by the CHA.
- 13.0 Details of the office held by the CHA may be furnished in the following format:

S.No.	Details of office with address	Area in Sq. Ft.	Open or Closed	Owned or Rented or leased	Security arrangements

- 14.0 The bidders should submit ownership / lease / tenancy documents of such office.
- 15.0 The above documents may be submitted along with the techno-commercial part of the tender.
- 16.0 In case of change of office address during the contract period, CHA has to intimate to BHEL immediately and suitable documents to be presented to BHEL for the same.
- 17.0 **INSPECTION OF OFFICE PREMISES**
BHEL reserves the right to inspect their office at any point of time during the finalization of the contract. If during inspection or at any other time, it is observed that the office is not proper



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and there is a risk of damage / pilferage to the CHA services, action as deemed fit will be taken by the Company against the CHA.

- 18.0 Methodology to be followed in finalization of Tender:
- Only the technical Bid of those parties submitting their tenders before due date and time of submission shall be opened on the due date and time of opening.
 - The tenders will be rejected if requisite EMD not submitted on or before the due date of submission
 - The offers shall be scrutinized and evaluated based on the qualifying parameters mentioned at PQR.
 - The price bid of only those parties shall be opened who qualifies as per qualifying parameters after evaluation as mention above. Prior intimation will be sent to the qualifying parties regarding due date and time of price bid.
- 19.0 **The Tender shall stand summarily rejected on the following grounds:**
- Party not meeting tender qualifying norms.
 - Fabricated / forged documents submitted by tenderer.
 - Party not worked in their own name for work experience order.

SECTION-B


GENERAL CONDITIONS OF THE CHA CONTRACT

- 1.0 **Period of Contract:**
- 1.1 The period of CHA contract will be **for one year** with the provision of **further extension up to one year** at the sole discretion of BHEL. Only CHA's having valid CHA License in their own name, will be considered for the tender.
- 1.3 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 CHA who shall not be entitled for any compensation by reason of such termination.
- 1.4 If at any time during the currency of the contract, the CHA fails to render satisfactorily all or any of the services required under the scope of work in the opinion of the Company, whose decision shall be final and binding on the CHA, the Company reserves the right to get the work done by other parties or departmentally at the CHA's risks and costs.
- 1.5 In the event of the CHA 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 CHA any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract.
- 1.6 The CHA shall not split or transfer to any other party any part of the contract during the currency of the contract.



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- 1.7 The CHA shall immediately intimate any change in the address of the Office during the period of the contract.
- 1.8 Whenever asked by the Company, all documents including licenses, power certificates, exemption certificates etc. will be returned by the CHA immediately not later than a week, failing which appropriate action as deemed fit by the company will be taken.
- 2.0 TERMS OF PAYMENT
 - 2.1 The CHA 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 Docket/Bill of Entry after all the packages contained in the Docket/Bill of Entry are dispatched to the destination as per the Company's instructions. Payment shall be within 45 days from the date of receipt of materials at EPD.
- 3.0 ARBITRATION
 - 3.1 Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or the respective rights and liabilities of the parties; or in relation to interpretation of any provision of the contract; or in any manner touching upon contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of the BHEL unit/Region/Division issuing the contract.
 - 3.2 The arbitrator shall pass a reasoned award and the award of the arbitrator shall be final and binding upon the parties.
 - 3.3 Subject as aforesaid, the provisions of the arbitration and conciliation act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bangalore. The cost of arbitration shall be borne as per the award of the arbitrator.
 - 3.4 Subject to the arbitration in terms of clause 3.0 above, the courts at Bangalore shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
 - 3.5 Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.
- 4 LD / PENALTIES
 - 4.1 The company may at its discretion levy penalty, upto a maximum of 10% of the value of the contract in case the CHA 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. This penalty is in addition to the Risk and Cost element under clause 1.4 of General conditions of the Contract indicated above.



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- 4.2 CHA shall customs clear the cargo with the periods specified in Clause 3.0 (Timely Clearance) of section-C, after the last input required for assessment of BILLS OF ENTRY is made available. If Customs Clearance is delayed beyond the prescribed period, pro-rata Demurrages and other punitive charges on account of physical clearances after free period allowed if any, such losses will be recovered from the Bills of CHA for the delay attribute to CHA.
- 4.3 However in case of genuine difficulty on the part of CHA due to reasons not attributable to CHA (non-availability of Customs Officers/System Failures and other similar reasons) demurrages and detention will be borne by BHEL on appropriate certification by BHEL Representative.
- 5.0 FORCE-MAJEURE
If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, blockades, insurrections, riots, terrorist acts, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, landslides, lightning, earthquakes, epidemics, quarantine restrictions, strikes or other industrial disturbances, lockouts, act of God, storms floods, washouts, arrest and restraints of the Government, necessity for compliance with any court order, law or ordinance or regulations promulgated by any governmental authority having jurisdiction , either federal or state, civil or military, civil disturbances and any other events (hereinafter referred to as "events") provided, notice of the happening of any such event is given by either party to the other within 14 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other 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.
- 6.0 MISCELLANEOUS
- 6.1 The contract or terms thereof entered into between BHEL and the CHA shall be governed and regulated by the relevant laws for the time being in force in the territory of India, relating to the Contract. The bibbers shall also be governed by the extant guidelines of BHEL regarding the banning, delisting & fraud policy.
- 6.2 The CHA shall also carry out and observe the provisions of the Workmen's Compensation Act and Shops and Establishments Act and all other relevant Acts of the center and the State and any rules made thereunder 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 Labor Act or Child Labor Act or any other acts / rules / statutes in force.
- 6.3 The CHA shall provide particulars like GSTIN no. at the time of submitting offer.



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- 6.4 The Contractor shall take, at his own cost, the necessary License in respect of his Trade/Business, in respect of this work. The expenses in completing the formalities in executing the agreement including expenses on Stamp Paper, will also be met by the Contractor.
- 6.5 The Management of BHEL shall have the right to with-hold Payment of, or make recoveries from claims due to them in respect of any loss or damage caused or occasioned in respect of the properties of BHEL under the Terms and Conditions of this arrangement or any payments necessitated due to infringement of any statutory obligations, by the Contractor.
- 6.6 The Contractor shall apply and obtain License under the Contract Labour (R&A) Act 1970, and comply with the relevant Provisions of this Act, in respect of the Labour employed by him for executing this Contract. The Contractor shall furnish necessary returns to the authority through the principle employer.
- 6.7 **Compliance with Labour Laws:-** BHEL shall, on any report having been made by an Inspecting Officer as defined in the Contractor's Labour Regulations, have the Power to deduct from the Money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the said Contractor's Labour Regulations.
- 6.8 The Contractor shall indemnify BHEL against any payment to be made under and for observance of the Regulations aforesaid.
- 6.9 **Model Rules for Labour Welfare:-**
The Contractor, at his own expense comply with or cause to be complied with Model Rules and Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of Health of the Labourers. In case, the contractor fails to make arrangements as aforesaid BHEL will be entitled to do so and recover the cost thereof from the Contractor.
- 6.10 The Contractor should take full care regarding safety aspects. In case of any Accidents / Injuries to the Contractor's Laborers within the premises of the Company (BHEL), the Contractor is solely responsible and no claims whatsoever on the Company (BHEL) is permissible.
- 6.11 Successful tenderer should provide the required safety Personal Protective items to his labourers during working period and shall ensure safe working habits and safe working conditions. All these expenditures have to be borne by the tenderer only. BHEL will not reimburse the same.
- 6.12 Tender Committee decision is the final for evaluation and acceptance for techno- commercial Bid, taking into account information furnished by the tenderer, visit to the tenderers works, documents verification etc.



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- 6.13 The Tenderer should have enough facility, infrastructure and other required parameters to execute the order for which they have opted for quoting.
- 6.14 Party should give following declarations:
a) We, hereby certify that we have not been blacklisted by any Public Sector Undertaking / Public Departments.
b) We have gone through and understood the entire tender documents along with terms and conditions given in your above tender form and it is accepted and agreed by us.
- 6.15 The Tenderer should have a legal status such as that of a Proprietary concern, Partnership firm, Company etc. The Tenderer should have been registered under relevant Act for carrying out the nature of work for which this Tender is invited.
- 6.17 Contractor shall maintain appropriate records of his employees deployed to carry out the job(s). Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.
- 6.18 The contractor shall be responsible for enforcing all safety regulations as applicable strictly ensure wearing of safety equipment by them inside the factory. BHEL may provide hand gloves & other safety protective appliances wherever required.
- 6.19 Contractor to ensure that all precautions are taken for safety of his employees. The contractor shall be responsible for enforcing all safety regulations as applicable, while undertaking the work Tendered inside the factory.

SECTION – C

SCOPE OF WORK AND OTHER CONDITIONS

1.0 ROLE OF AGENT

The CHA shall act as Customs House Agent for BHEL in BIAL / ICD. The scope of work shall include Clearing, Forwarding and Transportation of packages of such imported materials to EPD Stores, unloading them (wherever required).

The CHA will be required to perform all duties as prescribed under Customs Act 1962 and Customs House Agents Regulations 1984 and as amended from time to time. The Agent shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Airport Authority, Port Trust, Customs, DGFT, insurance and other concerned agencies for clearance and carriage of goods by Air / Sea.

2.0 FILING OF DOCUMENTS

Preparation and filing of all necessary documents with the Customs, Insurance Company, Airlines, Post Office, etc. for clearing and forwarding of consignments arriving at Bangalore on time shall be the responsibility of the CHA.



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CHA should file B/E at Customs immediately. CHA would be responsible to collect Dak/ DDs/any other document for urgent work on specific requirement.

3.0 TIMELY CLEARANCE

The CHA will be required to effect clearance and despatch of all consignments in the shortest possible time after their arrival and in any case before the Last Free Date (LFD) fixed by Customs Authorities. In case any CFS does not give any free day/days AND agent has cleared the Cargo within the specified time schedule (given below), ground rent/demurrage will be borne by the Company subject to furnishing the documentary evidence.

Clearance of consignments at the earliest is the essence of contract and the CHA shall take all measures in advance for ensuring the same.

The CHA shall arrange for the prior assessment of bill of entry no sooner the Manifest (prior entry) is filed by the Carrier's agents in the customs. The CHA shall 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/Shipping Bills including examination and out-of-charge. The examination of goods by Customs, including first check examination, is to be got done promptly. All the queries of the Customs, at any stage, are to be attended to and satisfactorily replied without any delay. Any hold-up for want of documents etc. should be promptly brought to the notice of company or its representative in writing.

Following Schedule of Clearance in number of days has to be strictly followed by the CHA after handing-over last input/documents by the Company to them.

S.N.	Activity	At ICD	At Airport
A	Import clearance both Home consumption and Ex-bond B/E under DEEC (including TRA)/Project Imports (including TRA)/ Power certificate/Adhoc exemption certificate including Power certificate bond procedure	4	3
B	Bonding under section 59 / 69 (including Docks / Warehouse clearance	5	4
C	In the event of Late Noting under section.48 (additional time)	1	1
D	In case of OBL/BRO received after B/E completion, duty paid/ ADF/IDF done (obtaining final D.O. which also includes multiple console D.O., if any) (additional time)	4	3
E	Computer Registration of DEEC License / ADVANCE License / EPCG license /TPS license / SFIS / EPCG License	4	3

Last input/documents are, such as Invoice / final MOA / PO (PI) application (in case of PI clearance/ Technical write-up / catalogue (if applicable) specification (if applicable) / mill test



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certificate (if applicable) / explanation to Customs examination order / resolving classification or notification dispute.

Any other input / documents BHEL is expected to provide and not covered above.

Major import clearance activities includes –

- (a) Collection of freight bills, IGM / item from shipping company
- (b) Noting of B/E / Advancing of B/E
- (c) Processing of B/E for customs formalities assessment, audit, DC clearance, ADF/IDF, TR6 Challan/Challans.
- (d) Preparation and notarizing of all types of bonds required for clearance
- (e) Customs duty payment
- (f) Payment to forwarders, obtaining final delivery order, etc.
- (g) Payment to CFS / ICDs, "S" form formalities
- (h) Completion of customs examination at BIAL / ICDs and obtaining out of charge and final B/E print-outs
- (i) Despatch of cargo to EPD
- (j) Processing of first check, wherever called for
- (k) Chemical composition checks, if required
- (l) Activities related to bonding of consignments
- (m) All other related activities in the process of customs clearance of goods.

Time is the essence of the contract and CHA shall make all endeavors to complete the activities in time as given above.

However, certain delays which are beyond the CHA's control, they may arrange the documentary proof in the following cases for demurrage/container detention/ground rent/storage charges/TSC charges/warehousing charges.

- 1) EDI system non-functioning for noting of B/E and assessment and further processing delay of said B/E - suitable record in this regard to support the issue required.
- 2) Customs server down.
- 3) in case Customs EDI system not functioning leading to hold-up in getting out of charge report, the report copy to be enclosed along with the review for verification of data.

Any delay beyond the specified period given above will be on account of CHA and recovery for additional detention /demurrage/storage/warehousing charges and any other charges for the period beyond the specified period shall recovered from the pending bills of the CHA.


4.0 Payment to be made by CHA:

- 4.1 All payments per AWB/Bill of Lading/docket excluding the following shall be made by CHA.
 - (a) All freight charges to console agents
 - (b) All customs duty payments
 - (c) Handling and warehousing charges.



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To enable the company to make immediate payment against (a) & (c), CHA is required to furnish the following:

- (i) The Freight bills are to be collected well in advance of the landing of consignment and submit the same to BHEL in time to avoid any delay in clearance proceedings for want of timely payment.
- (ii) In respect of customs duty payment for SEA shipments, the CHA has to inform the duty in advance to the company for preparing pay order and making it available to the CHA in time to avoid any delay in customs duty payment and clearance.
- (iii) In respect of customs duty payment for air imports, BHEL-EPD shall be giving advance of 10 Lakh from which such payment can be directly made without waiting for Pay Order/DD. In case of 'E-payment of customs duty, relevant data may please be furnished to BHEL for effecting duty payments.
- (iv) In addition to Customs Duty, handling/Warehousing charges, etc. can also be directly debited to the above advance.
- (v) The expenditure like demurrage, wharfage, etc. can also be directly debited from such advance.

5.0 CORRECT DUTY PAYMENT

The CHA will be fully conversant with customs classifications and proceed to make correct duty payment on behalf of the company immediately on receipt of documents from the company.

In case of any clarifications or additional information is required from the Company, the same shall be promptly brought to the notice of company or its representative in writing and obtained expeditiously.

In case customs authorities do not agree with the classifications or notification benefits obtained initially by the CHA on behalf of the Company, the same shall be brought to the notice of the Company or its representative before assessment and further action will be taken as per the instructions of the company.

In case of excess duty is paid due to lapses on the part of the CHA, the amount so overpaid may, solely at the absolute discretion of the Company, be recovered from the outstanding bills of the CHA. The recovered amount will be refunded when and to the extent, the overpaid amount is refunded to the company by the customs.

Similarly, if any penalty and/or fine is imposed by customs authorities due to lapses on any or one of the above, the amount of penalty and/or fine levied may, solely at the absolute discretion of the company, be recovered from the outstanding bills of the CHA. However, if such fine and/or penalty is subsequently waived or reduced by customs authorities, the amount refunded to the company by the Customs would be paid back to the CHA.

6.0 CORRECT PAYMENT TO OTHER AGENCIES

The CHA shall ensure correct and timely payments, such as, customs duty payment, DO charges, warehouse / storage charges, on behalf of the company including charges paid through BHEL to other agencies. In case any wrong payment or excess payment is made by the



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CHA to such other agencies, CHA will be fully responsible for the same and will have to make good the losses suffered by the company on this count. The company will recover such amount (including interest, if any) from the outstanding bills of CHA. However, if such fine and/or penalty or excess payment is subsequently waived or reduced or refunded by other agencies, the amount refunded to the company by them would be paid to the CHA.

7.0 SUBMISSION OF ORIGINAL BILLS OF ENTRY & OTHER RELATED DOCUMENTS

The CHA would send back the original bills of entries (Duplicate & Triplicate), TR6 Challan & other related documents (as applicable), immediately under separate covering letters in the formats to be specified by the company but not later than one week from the date of clearance. In the event of failure of CHA to comply with the above, the same will be viewed seriously by the Company and appropriate action as deemed fit will be taken by the Company.

8.0 PHYSICAL CLEARANCE

The CHA shall arrange expeditiously clearance of goods from Bangalore Airport/ICD including payment of all statutory and mandatory dues to these authorities and completion of customs examination, upto their loading in vehicles to EPD. CHA to handover B/E copy to Transporters' representative / driver at the time of despatch. If need arises, CHA will arrange for partial shifting of cargo / consignment / partial despatches to Company's units/Sites immediately, as directed by the Company's representative.

The CHA shall check consignment with respect to invoice, packing list, and AWB copy and ensure correctness of the same before clearance. In order to ensure that there is no pilferage or loss of small valuable packages, the CHA shall arrange with BIAL the storage of such packages immediately on discharge in cages provided by the sheds.

For air consignments also, the CHA shall make all efforts to trace the packages expeditiously. If the packages are not traceable, the Agent will make log entry as per the prevailing rules and procedures.

9.0 SHORT-LANDED OR DAMAGED GOODS


It shall be the responsibility of CHAs to give notice of loss within seven days from the landing of goods to the Carriers, Airport authorities/ICD/CWC and Underwriters for non-delivery / short delivery / losses / damages of the packages / bundles / boxes / drums / loose items, etc. found from the consignments assigned to them for clearance at the Dock/Airport/ Post office at the time of taking over the delivery and/or within the prescribed time limit after taking over the delivery. It is to be ensured by CHA that all such intimations are given within the prescribed time limit. In time barred cases, the loss sustained by the Company shall be to the account of the CHA.

It shall be the responsibility of the CHA to ensure that the Non-delivery certificate (NDC) and/or Landing Remarks Certificate (LRC) are obtained from the Airlines authorities/ICD/CWC within the time limit prescribed for settlement of the claim with the Carriers/Underwriters and submit the same to the company's carriers and Underwriters for settlement of the claim.



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In case these certificates are not obtained by the CHA within the prescribed statutory period, they should inform our Underwriters in writing for obtaining extension of the time limit from the concerned authorities. After the formal application for extension of time limit has been made by the CHA to the carriers, they shall pursue the matter and obtain the short-landing or non-delivery certificate and submit the same to EPD. All formalities that may be required to realize the claim shall be undertaken by the CHA.

In case of goods specified by the Company and in case of apparent damages, the CHA will apply for survey by Carriers, Port authorities, Underwriters, etc. (including insurance survey) within 48 hours of landing of goods at BIAL/ICD and obtain the survey report.

If any loss or damage is apparent, the CHA shall lodge claim on the Carriers, Customs, etc. respectively for any theft, breakage, loss, damage or deterioration of material found at such survey within the time limit prescribed as per the Carriers Act. In no circumstances, the goods will be cleared without survey, if they are in doubtful condition or have been specified by the Company. If the Goods/Consignments are cleared without survey by CHA at that time, if loss/damage to Goods/Consignments is noticed, the agent shall be held responsible for the same. The surveyor's fees of Company's appointed insurance surveyor shall be borne by the company.

10.0 LOADNG AND DESPATCH

The CHA shall be responsible for unloading and loading of consignments and ensure that there is no loss, shortage, deterioration or damage to such consignments. The CHA will ensure that damaged cases are repacked properly before despatch as per the instructions of the Company.

Loading and unloading other than BHEL EPD works, is in the scope of CHA only.

- 11.0 The CHA shall transport the imported cargo to EPD. The transport conditions including any specific requirements during its transportation shall be intimated by the company and CHA shall ensure its compliance. During such transportation, the CHA will continue to be responsible for ensuring the safety of the materials.

The CHA shall ensure that all cargo taken into transportation are safely covered or physically covered by tarpaulins and take such measures as may be necessary to prevent damage to consignments received in packed or unpacked condition due to rains and natural hazards or physical handling.

12.0 CLAIMS

CHA shall lodge and pursue the following claims till final settlement in respect of consignments cleared by them.

- Duty drawback claims in respect of export shipments.
- In case of short-landing, the short landing certificate and customs certificate will have to be obtained immediately, but not later than the specified time limit, by the Agent.



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13.0 CUSTOMS DUTY / ADVANCE AMOUNT

The CHA will submit monthly statement from Air India SATs and Menezies Bobba Aviation indicating all the amounts debited as per the format specified by the Company, separately in respect of the advance amount.

14.0 The CHA will submit their bills for each Docket/Bill of Entry indicating the Docket No., P.O. number, flight/vessel details within 15 days of the clearance of consignments / shipment as per cl. 2.0 under Section-B of the Tender. Bills shall be submitted for all dockets along with the following documents.

IMPORT:

- (2) Copy of B/E with examination order on the reverse side of Bill of Entry (manual B/E) and examination report on EDI B/E.
- (2) Customs endorsed copy of B/L or AWB
- (3) Customs endorsed copy of packing list or invoice cum packing list, wherever applicable.
- (4) Receipt for all statutory/mandatory payments made to the Government agencies.
- (5) Original vouchers / receipts in support of claims for reimbursement (in case the originals have been submitted earlier, copy of the same should be enclosed).
- (6) Copy of Customs examination order (if applicable)
- (7) Copy of customs out of charge (if applicable)
- (8) Customs notice / circular, if any

No bill will be processed for payment by the Company unless the above requirements are fully complied with. DEMURRAGE / STORAGE / TERMINAL SERVICE CHARGES/GROUND RENT/ AIR WAREHOUSING / CONTAINER DETENTION CHARGES.

The demurrages, warehousing charges and container detention charges levied for reasons solely attributable to Company 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 Company and payment of the bills will be made after recovery, if any, on account of the failure on the part of the CHA.

In cases, where demurrage explanations are not given, it will be assumed that the CHA has no explanation to offer and the Company shall arrange for recovery of demurrage on account of failure on the part of agents in whole from the pending bills as per the merits of the cases. The decision of the company in determining the amount, if any, recoverable from the CHA shall be final and binding on the Agent.

15.0 PHOTOCOPYING

The CHA will arrange for the required number of additional copies of all documents on their own. No additional charges would be payable on this account except to the extent of lump-sum charges specified in the rate schedule.

The CHA would send one full size photocopy of the B/E to the Company on the next working day of the payment of duty/ADF.

The CHA would also handover a photocopy of the relevant B/Es to each truck/trailer carrying company/s imported goods.

16.0 GOODS & SERVICE TAX

Taxes and Duties as applicable from time to time on CHA services will be paid extra.



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17.0 MAINTENANCE OF RECORDS

The CHA shall maintain the following records:

- 17.1 Account of consignments cleared, handled, forwarded and transported. These records shall be furnished to the company at such intervals and in such a manner as the company may demand from time to time.
- 17.2 Register / Computerized record of bills of entry filed by them.
- 17.3 A refund register / computerized record for refund of customs duty paid in excess in regard to short landing claims.
- 17.4 A bill of import documents i.e. bill of entry, S form, invoice and bill of lading.
- 17.5 A copy and register of other documents like drawback claims, etc.
- 17.6 Records of advance account in respect of customs and BIAL / ICD.

18.0 REPORTS

The CHA would also send the following periodical reports as per the formats to be provided by BHEL.

S.N.	REPORT	FREQUENCY
01	Daily status report of pending consignments	Daily by 24 hours
02	Daily report of customs duty paid	Daily by 24 hours
03	Daily report of consignments cleared and sent from Airport / ICD	Daily by 24 hours
04	Daily report of demurrage / air warehouse charges incurred on consignments cleared	Daily by 24 hours
05	Monthly report on consignments cleared during the previous month with complete particulars against each docket	Before 5 th of every month

19.0 PERFORMANCE OF SUCCESSFUL CHAs DURING THE COURSE OF CONTRACT WILL BE CONSTANTLY MONITORED AND CHAs WHO ARE NOT UPTO THE MARK WILL NOT BE ELIGIBLE FOR FUTURE CONTRACT.

20.0 LIST OF FACILITIES:

(A) MATERIAL HANDLING FACILITY

S.N.	Name of equipment	No. of units	Kind of make	Capacity	Age & condition	Present location	Remarks

21.0 TRANSPORTATION

CHA should have transportation facilities for transportation from BIAL to EPD and ensure that the materials reach EPD before 3.30 PM on week days and before 11AM on Saturdays.



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- 22.0 Volumetric Weight:
Contractor can claim bill for any docket on volumetric weight or actual weight whichever is higher, provided the dimensions of packages are mentioned in the airway bill/ delivery Challan / invoice / packing list / RDA. Volumetric weight shall be calculated at the rate of 8 kg., **per cft.** It can cover single or multiple packages as per dockets / relevant documents.
- 24.0 Approval for deploying Special type vehicles:
Prior approval is required for sending shipment in a special chartered vehicles other than defined. This will applicable for odd size packages having less weight.
- 25.0 Extension of the Contract:
EPD reserves the right to extend the contract up to one year with existing rates at the time of expiry of contract with same terms and conditions.
- 26.0 Jurisdiction:
The jurisdiction in respect of any dispute arising out of this contract shall be that of the court situated in Bangalore city only.

Section – D

Details of EMD and Security deposit

1.0 EARNEST MONEY DEPOSIT & SECURITY DEPOSIT

Earnest Money Deposit and Security Deposit will be as per the tender documents.

1.01 Rates of EMD shall be as under:

(i) For works/ services	2% of the cost
-------------------------	----------------

1.02 Modes of deposit

The EMD will be accepted only in the following forms:

- (i) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).

1.03 Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.


1.04 EMD shall not carry any interest.

1.05 EMD of successful tenderer will be retained as part of Security Deposit.



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2.0 Security Deposit: Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

2.01 The total amount of Security Deposit will be 5% of the contract value plus 10 Lakh. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

2.03 Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value plus 10 Lakh will be accepted in the following forms:

- i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- iv) 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)

2.04 Collection of Security:


At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

2.05 The Security Deposit shall not carry any interest.



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Technical Commercial Bid [Part – A]

Annexure - II

QUESTIONNAIRE

A. DATA TO BE FILLED BY THE TENDERER

Note: The question with mark 'M' is Mandatory

1. Name in Full under which :
The Tenderer is trading [M]
2. Address of the Official :
Premises [M]
 - a) Office
 - b) Works
 - c) Godown
3. Telephone No. [M] with email address
 - a) Office
 - b) Works
 - c) Residence of Partner / Proprietor / Director
4. Registered as: Public Limited Company/Private Limited Company / Proprietary Company [M]
(Strike whichever is not applicable)
5. Names & Address of Partners/Directors if any:
 - i)
 - ii)
 - iii)
6. Material handling Facility details:
7. Number of Employees working:
8. Office details:
 - i. Area in sq ft
 - ii. Open or closed
 - iii. Owned or rented
 - iv. Security arrangement
9. Please furnish the following: Registration Nos. (Copies of certificates to be necessarily enclosed)
 - a) Shops & Establishment Act Registration No.
 - b) Service Tax Registration No: [M]
 - c) GSTIN no [M]:
 - d) PAN No: [M]:
 - e) CHA license ref: [M]
10. a) Has your Firm been assessed: from Tax Authorities ?
Please enclose latest Tax Assessment Certificate) for a period of 3 years.
b) Has your Firm been assessed: from Income Tax Authorities?
(Please enclose latest Income Tax Assessment Certificate) for a period of last 3 years.
11. Banker's Name & Address :
12. Your Annual: Financial "Turn Over" during the last 3 years in the similar lines of Works [M]



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2015- 16

2016- 17

13. a) Experience of having: successfully completed / undertaken similar works during previous 3 Years [M]

b) Names of Clients to whom CHA services rendered [M]:

14. Earnest Money Deposit DD details: [M]

a) Bank Draft No. and date :

b) Banker Name :

c) Amount taken : **Rs.2,00,000/-** []

15. [M] we give our acceptance to render service as per tender specifications: Yes/NO

16. [M] We hereby give our declaration that we have read the Tender completely and understood the same : Yes / No

Please enclose the copies of applicable Registration Certificates for the above.

17. Please give the details of documents enclosed to your offer which include applicable Registration certificates and other necessary documents to support your techno commercial bid.

i]

ii]

iii]

iv]

v]

vi]

vii]

I / We hereby certify that to the best of my/our knowledge, the particulars furnished above are true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

I / We also agree to keep the validity of our Quotation for acceptance for a period of 2 months from the date of opening of the price bids.

Date: _____

Place: _____
Signature of the Tenderer

NAME

DESIGNATION:



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TECHNO-COMMERCIAL BID

ANNEXURE - III

CHECK LIST TO BE SUBMITTED ALONG WITH OFFER

SL NO	DETAILS	ACCEPTABILITY
1	OFFER VALIDITY 90 days (To indicate the period of validity)	
2	EMD DETAILS [DD attached]	Yes / No [EMD ref.]
3	CHA LICENCE CERTIFICATE	ENCLOSED/NOT ENCLOSED
4	TERMS OF PAYEMENT (BHEL standard payment terms= within 45 days)	ACCEPTABLE/NOT ACCEPTABLE
5	TAXES APPLICABLE (Whether indicated in the offer) indicated value	YES/NO
6	REVERSE AUCTION	YES/NO
7	OFFICE FACILITY	AVAILABLLLE /NOT AVAILABLE
8	TRANSPORT	OWN/HIRED
9	GODOWN	OWN/HIRED
10	PRICE SHEDULE	COMPLETED/ PARTIALLY COMPLETED
11	NUMBER OF EMPLOYEES/PERSONS IN THE ORGANISATION	
12	CUSTOMER REFERENCE LIST	ENCLOSED/NOT ENCLOSED
13	MATERIAL HANDLING FACILITY (Attach details)	AVAILABLE /NOT AVAILABLE
14	OFFICE PREMISES	OWN/HIRED
15	AGREEMENT TO ALL TERMS AND CONDITIONS OF THE TENDER	YES/NO
16	CONSENT TO GO FOR REVERSE ACTION	YES / NO
17	UNPRICED BID FORMAT ATTACHED WITH INDICATING ONLY TAX RATE	YES/ NO

SIGNATURE WITH SEAL