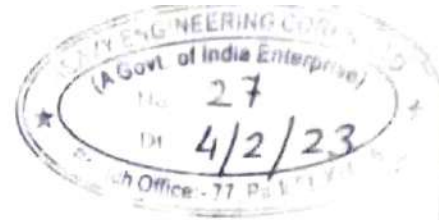




**HEAVY ENGINEERING CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
BRANCH OFFICE, KOLKATA**



Tender No. KOL/BO/IE/CHA(Re)/APP/2022-23/04

Date: 04.02.2023

To,
M/s.....
.....
.....

Sub: Open Tender for Annual rate contract for appointment of an experienced clearing & forwarding agents (CHA- i.e. Customs House Agent) for Customs Clearing & Forwarding of Imported and Re-Exported Consignments, arriving at Kolkata Sea Port, CFS & Kolkata Airport.

Sir,

Sealed tenders are invited from bonafide and experienced clearing & forwarding agents (CHA- i.e. Customs House Agent) of repute for Custom Clearance, handling etc, of Imported Consignments/ Re-Exported Consignments, arriving at Kolkata Sea Port, CFS & Kolkata Airport and forwarding the same to the transporter pre-arranged by HEC,

Tender documents may be purchased from this office on deposit of application fee through Cash or Demand Draft in favour of Heavy Engineering Corporation Ltd, payable at Kolkata. The tender documents can be purchased between 10.30 AM to 3.00 PM on all working days. Tender document can also be downloaded from our website <http://www.hecltd.com> and the same may be submitted along with separate demand draft as cost of tender.

Following authorized persons may be contacted for purchasing of Tender document :
Sri Abhijit Kayal, Dy. Mgr / Sri K. Pandey, Asstt. Mgr
Heavy Engineering Corporation Limited.
77, Park Street,
Kolkata-700016.

Tender Fees : Rs. 250/-

Earnest Money: Rs. 5,000/-

Security Deposit: 10% of contract value.

Last date of purchase of tender document: 04.03.2023

The Last date of submission of tender document: 06.03.2023 till 2 pm

Tender opening date (Part I only): 06.03.2023, 3 pm

You are requested to submit your tender in the prescribed format specified in the tender documents so as to reach this office as per schedule above. The above tender will be opened at the office of the undersigned as specified above.

Tender must be submitted in 2 (Two) parts as specified in the tender document, in the Tender Box placed in the office of the Manager, Heavy Engineering Corporation Limited, 77, Park Street, Kolkata – 700016.

Part I - Technical and commercial bid

Part II - Price bid.

The tenderer shall submit their offers in two parts in two separate sealed envelopes subscribing "Tender Enquiry No." & "due date of opening" and "Techno Commercial bid/ Price Bid" on it. Both the envelopes are to be kept into one envelope subscribing "Tender Enquiry No." and "due date of opening, i.e." on it.

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Part I - Techno Commercial bid –should contain:

- (i) A forwarding letter.
- (ii) Earnest Money Deposit of Rs. 5000.00 in form of Demand Draft/Banker's Cheque/Pay Order of any RBI approved Bank in favour of "Heavy Engineering Corporation Limited, Kolkata-700016" payable at Kolkata only. Exemption from deposition of Earnest Money for Small Scale Industries (SSI) or any other category will be as per prevailing Government guidelines on production of documentary evidence in its support.
- (iii) The tender documents (i.e. Instruction to Tenderers, Pre-Qualification Criteria, Scope of Work, General Condition of Contract, Special Conditions of Contract) duly signed with seal on each page as acceptance of all terms & conditions of tender document.
- (iv) PAN No., GST registration , Trade License
- (v) All other documents as mentioned in the tender document. General Condition of Contract, Special Conditions of the Contract, along with Appendix I, II & III duly filled and signed un-priced copy of the price bid is to be submitted in Part-I marking 'xxxxx' where price has been quoted.

Part II - Price bid

Price Bid: Shall only consist of the price '**in the prescribed format**' only.

Price bid shall be opened only after acceptance of the techno-commercial offer

You are requested to quote "firm **rates**" without any escalation during the period of the contract. The quoted rates should be for complete price inclusive of all levies, taxes and duties. GST & all other statutory taxes & duties will be applicable/ paid extra as per Govt. notifications/ norms. Most competitive and realistic price bid to be furnished in prescribed format based on prevailing market rates.

The rates should be quoted both in figure and words, in case of difference between the two, rates quoted in words will prevail.

Techno-commercial Bid (Part-I) will be opened in the 1st phase and after scrutiny of Part-I, Price bid (i.e. Part-II) of only technically acceptable bidders will be opened.

While deciding L1 firm, prominence will be given to the rate quoted against agency charges in Price Bid (Part-II).

Bidders or their authorized representatives may attend the tender opening, if they wish to do so.

Heavy Engineering Corporation Limited reserves the right to reject any or all tenders without assigning any reason whatsoever.

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TECHNO-COMMERCIAL BID: (PART- I)
INSTRUCTIONS TO TENDERERS

1. The tenderers are urged to study carefully the "Scope of Work", "Special Conditions of Contract" and the "General Conditions of the Contract" before submission of their offer.
2. Please visit Kolkata/Kolkata Port/ Kolkata Air Cargo Complex/Kolkata suburbs area and acquaint yourselves with the areas where work is to be done, if the contract is awarded to you. The Import and Export Department Officers of the Corporation at Kolkata will assist you in this regard.
3. Please fill in the rates carefully, both in words and in figures, and in Ink or in Typewriting in the Price Bid pertaining to this Tender Form avoiding alteration/amendments and affix your signature and date on completed forms. The Contractor should note that in case of any discrepancy between rates shown in the figures and words, rates shown in words shall be considered. No erasing is permissible and any change should be noted over with the signature of the tenderer.
4. a) Each tenderer is required to deposit with the Manager/BO/KOL, Heavy Engineering Corporation Ltd, Kolkata – 700016, the sum specified towards earnest money in cash/demand draft before submitting tender. The copy of the demand draft/ cash receipt should accompany the tender documents.
b) Earnest money deposited by the Tenderer as per clause no. 4 (a) above will be converted to Security deposit against Contract awarded to the successful tenderer. The balance amount towards security deposit will be deposited by the contractor within 10 days from the date of receipt of the acceptance of tender by the employer to make total security deposit to 10% of the contract price. Security Deposit will be 10% of contract value.
c) On successful completion of the works as per contract agreement, the Security Deposit shall be refunded. No interest shall be payable against the Security Deposit.
5. A tender received after 2 pm on the specified due date is liable to rejection. Local tenderers may submit the tender in the tender box of the Branch Office, Heavy Engineering Corporation Ltd, 77, Park Street, Kolkata – 16 on or before 2 pm on the specified date. Tenders will be opened at 3 pm on the same date.
6. Each tender shall contain the Name, residence and place of the business of person or persons making the tender, nature of Firm and shall be signed by the Tenderer with his usual signature and stamp/office seal. Tenders by partnership firms shall be signed with the partnership name by one of the partners or duly authorized representatives, a Power of Attorney in that behalf shall accompany the tender. An attested copy of the latest partnership deeds in case of partnership firms, Memorandum and article of Association in case of public/private Ltd Company shall be furnished along with tender. Full name of the partners along with their addresses may also be furnished.
7. The Corporation reserves the right to reject any Tender without assigning any reason thereof and separate communication will not be sent to any unsuccessful tenderer.
8. The rates quoted by the Tenderer **shall not be subject to any 'escalation' and shall be firm during the contract period.**

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9. The Manager/Branch Office, Heavy Engineering Corporation Ltd., Kolkata reserves the right to negotiate with L1 tenderer after opening the Tender. Non-compliance by the Tenderer/ Tenderers to such request for negotiation shall render their tender liable to rejection.
10. The quotation offered by the Tenderer should be valid for acceptance for a period of 3 months from the date of opening of Tender.
11. Any document produced by contractors, if not found correct, may lead to disqualification of the contract for the aforesaid work.
12. Bidder shall ensure compliance of all the Central/State Govt. regulations, conventions, policies, guidelines, orders, etc., in force during the currency of the contract, relating to any or all activities connected with unloading and handling the cargo imported by HEC.
13. If, at a later date, it is found that any bidder had given incorrect and misleading information/ document(s), HEC shall take suitable action including cancellation of contract and any other legal action it may deem fit.
14. HEC reserves the right to call for any additional information/documents from any bidder to this tender, and to be received in the time frame as desired it.
15. HEC reserves the rights to cancel the tender in totality without assigning any reason(s).
16. The contractor shall not engage another contractor or agency to execute full or part of the work. In case any such approval given by the employee the responsibility and obligation of execution will rest only with the contractor on whom the employer (HEC) has placed order.
17. All the documents and copies thereof furnished from time to time by the corporation to the contractor shall be deemed and always be deemed to be the properties of the corporation, and they shall not be used at any other work or purpose. All such documents have to be returned to the employer on completion or termination of contract or as per instructions by the office of undersigned.

| Tenderers shall fill 'yes' / 'no' in the respective column giving their compliance on all instructions, scope of service, terms & conditions, special conditions of contract, as mentioned in each clause and submit the same along with the techno-commercial (un-priced) bid. Note that no price indications are to be given in this format. | | | |
|--|---|--|--------------------|
| Sl. Nos | Instructions to the tenderers/ bidders | Tenderer's/ Bidder's Action | Complied (Yes/ No) |
| 1 | Eligibility of the Tenderer: | | |
| a) | The invitation of Tender is open to all interested agencies who meet the Pre- Qualification Criteria. | To Note & Confirm | |
| b) | Tenderer should not be under liquidation, court receivership or similar proceedings | To Note & Confirm | |
| c) | Tenderer should not be 'blacklisted/delisted' by any Central Government PSU / Government Department. | To Note & Confirm | |
| d) | The Tenderer should be a registered firm/contractor in India and a copy of the relevant registration certificate need to be attached/uploaded | To Note & Confirm | |
| e) | The Tenderer should have their own CHA license. | To Note, confirm & submit relevant documents | |

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| f) | The Tenderer should have own office in Kolkata | To Note, confirm & submit relevant documents | |
| g) | The Tenderer should have min 05 years experience. | To Note, confirm & submit relevant documents | |
| h) | The company should be pan India basis | To Note, confirm & submit relevant documents | |
| i) | The Bidder shall confirm the availability of a local Transportation System for transportation of customs cleared imported shipments to HEC stores or any other location in Kolkata as per requirement. | To Note, confirm & | |
| 2 | Cost of Tender/ Bidding: The Tenderer shall bear all costs associated with the preparation and submission of the Tender, and HEC, will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the Tendering process. | To Note & Comply | |
| 3 | Contents of Tender Document: The Tenderer is expected to examine all Instructions, Appendixes, Terms and Specifications of the Tender Documents. The "Instructions to the tenderers", together with all its attachments thereto, shall be considered to be read, understood and accepted by the Tenderer. The same shall be deemed to form an integral part of the Contract to be entered for this service. Failure to furnish all information required by the Tender Documents or submission of a Tender not substantially responsive to the Tender Documents in every respect will be at Tenderer's risk and may result in the rejection of the Tender. | To Note & Confirm | |
| 4 | Compliance of Tender Document: Tenderer is to ensure compliance of all provisions of the Tender Document and submit their tender accordingly. Tenders not submitted in the prescribed format are liable to be rejected. | To Note & Confirm | |
| 5 | Clarification on Tender Document: A prospective Tenderer requiring any clarification(s) of the Tender Documents may notify HEC in writing or over phone (033-22176473) or e-mail (heckolkata@hecltd.com) not later than Seven (07) days prior to the Tender Due Date. HEC may, if deem appropriate, respond to the request for clarification. | To Note & Confirm | |
| 6 | HEC's Right to modify the Tender Document or extend the Tender due date: | | |

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|----|---|---|--|
| a) | At any time prior to the deadline for submission of Tenders, the Company (HEC) may, for any reason, whether on its own requirement or in response to a clarification requested by prospective Tenderers, modify the Tender Documents by issuing addenda / corrigenda. | To Note | |
| b) | Any addendum / corrigendum thus issued shall be part of the Tender Documents. | To Note | |
| c) | The Company may, at its discretion, extend the due date of submission of Tenders in order to allow the Tenderers a reasonable time to furnish their most competitive Tender taking into account the addenda / corrigenda issued. Such Addenda / Corrigenda shall be hosted in HEC website only, in case of an open tender. Tenderer should regularly visit website to keep them updated. | To Note | |
| d) | The Company may, at its discretion, can extend the deadline for the submission of Tenders in which case all rights and obligations of the Company and Tenderers, previously subject to the original deadline will thereafter be subject to deadline as extended. | To Note | |
| 7 | HEC's right to accept or reject any or all Bids: HEC reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to award of the Contract without thereby incurring any liability to the affected Tenderer(s) or any obligations to inform the affected Tenderer(s) of the ground for Company's action. | To Note | |
| 8 | Earnest Money Deposit: | | |
| a) | The EMD shall be submitted prior to the due date & time of opening of the "Techno-Commercial (Un-priced) Bid". Bidders in category of being exempted shall submit suitable proof to HEC prior to the due date & time of opening of the "Techno-Commercial (Un-priced) Bid". | To Note & Confirm | |
| b) | The following categories of bidders are however exempted from depositing EMD: (i) Units registered with National Small Industries Corporation (NSIC) subject to: a) The unit being registered with NSIC under its Single Point Registration Scheme for the work / service tendered. b) Registration certificate being valid as on date of Tender Due Date. Such bidders must submit appropriate proof along with their "Techno-Commercial (Un-priced) Bid", to show that they are eligible for the exemption from EMD (valid certificate for registration with NSIC, under its Single Point Registration Scheme), failing which such bid will be treated as bid received without EMD and liable to be rejected. | To Note, Confirm & submit the relevant document | |

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|----|--|-------------------|--|
| c) | EMD of unsuccessful bidders shall be released after issuance of LOA / Contract Order against this tender. However, in case of successful bidder the EMD shall be released on receipt of Security Deposit / Performance Guarantee. | To Note & Confirm | |
| 9 | Forfeiture of EMD: | | |
| a) | A tenderer who has submitted their bid shall not be permitted to alter/amend or withdraw the bid, after the bid(s) has/have been opened. A tenderer who purports to alter/modify withdraw their offer shall be rejected and their EMD forfeited/ en-cashed. | To Note & Confirm | |
| b) | The Earnest Money deposited by successful tenderer shall be forfeited if the successful tenderer fails to honour the offer terms prior to ordering and Contractual terms after issuance of LOA / Contract Order. | To Note & Confirm | |
| 10 | Bid shall be rejected in the following instances: | To Note & Confirm | |
| a) | If the DD / Bankers Cheque / cash for Tender Document Fee & EMD (as the case may be) or relevant valid exemption certificate is not submitted before Techno-Commercial (Un-priced) Bid opening. | To Note & Confirm | |

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Appendix I

Tender no .
Tenderer/ bidder must fill in the undernoted columns

| Sl. No. | Full particulars of similar work undertaken by the Agency/ Contractor | Period of Contract | Value of the contract | Name & address of the authorities for whom work was carried out |
|---------|---|--------------------|-----------------------|---|
| 01. | | | | |
| 02. | | | | |
| 03. | | | | |
| 04. | | | | |
| 05. | | | | |
| 06. | | | | |

Signature

Name of the tenderer/ bidder

Seal

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1. Name & Address Of The CHA And Its Constitution: _____
(i.e., Whether a Company is, Govt. / Public Limited Co. / Pvt. Limited Co. / Partnership Firm/
Proprietary Concern/ Individual, etc.)
(Certified Copy to Be Enclosed)
2. Name of the Proprietor/ Partners/Directors: _____
With Telephone Numbers, Fax Numbers: _____
(Identity Proofs of Dealing Persons and Details of Immovable Property Owned By Proprietor /
Partners / Directors to Be Enclosed)
3. Year of Establishment: _____

4. Address of Registered Office: _____
5. Address in Kolkata: _____
6. Contact person: _____
(i.e. Name, Designation, Mobile No., Telephone No., E-mail ID etc)
7. A) Customs House License Number: _____
B) Letter of Authorization from Kolkata Port: _____
(Certified Photocopy to Be Enclosed)

8. Details of Bank Accounts: A) _____
(i.e. Account Number, : _____
Name of Bank, Type of : _____
Account, Branch Code, : B) _____
Place of Bank, MICR No.,: _____
ECS No., IFSC No. etc) : _____
: C) _____
: _____
: _____

09. Whether the CHA Is Agreeable To Enter Into
Agreement for a Period of One Year: _____

10. Income Tax Permanent Account Number: _____
(Certified Photocopy as Proof to Be Enclosed)
11. Whether the bidder is blacklisted or delisted: _____
(Bidders who are blacklisted or delisted from any PSU / Govt. Departments will not be
eligible to participate for bidding)
12. Name of the Person Authorized to Sign the: _____
Agreement and operate the Contract
(Please submit a copy of MOA / AOA of your Company and Power of Attorney of the
authorized person)

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Appendix III

Tender no. :

The contents of the tender documents (i.e. Technical & Commercial Bid and Price Bid) have been read and understood by us. We accept the Terms and Conditions of the contract in full along with the HEC's General Conditions of the Contract and Special Conditions of the contract as laid down in the Tender document.

Signature

Name of the tenderer/ bidder

Seal

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PRE-QUALIFICATION CRITERIA

❖ Essential Criteria:

- **Net worth:** The bidder should have a sound financial background which shall be examined by HEC on the basis of their balance sheet for the last three years. The Bidder should be a company having a positive net worth for each of the last 03 financial year ending on 31st March 2022. Copy of the audited financial statements to be attached.
- **TENDER EMD:** Tender EMD of required amount in the form of Demand Draft in favour of Heavy Engineering Corporation Limited, payable at Kolkata.
- **DETAILS OF CONSTITUTION OR LEGAL STATUS OF THE TENDERER:** The Tenderer should have a Registered Office in India and a valid Service Tax/ GST Registration. A copy of the certificates must be submitted with their Techno- Commercial (Un-priced) Bid.
- The bidder should hold a Valid Customs House License, a copy of which should be attached with the offer. These licenses must remain valid till completion of all contractual obligations by the bidder.
- The bidder should have a full fledged, operational establishment at Kolkata from at least the last 05 yrs with adequate number of staff for operational easiness and address of the same must be provided along with the Techno Commercial (Un-Priced) Bid.
- The Tenderer shall have a valid PAN card GST registration ,Trade License and copy of the same must be submitted in the Techno Commercial (Un-Priced) Bid.
- Tenderer should have valid G-card & H-Card holders in their company permanent roll and copy of the certificate (Valid G-Card / H-Card certificate issued by the authority and certification from the tenderer stating that the respective card holders are in their permanent roll) must be submitted in the Techno Commercial (Un-Priced) Bid.
- The bidder should NOT have been blacklisted by HEC Limited and/or any Port Authority in India and/or Govt. of India in the last 5 years.
- **EXPERIENCE:**
 - The Bidder should be in the line of Business of CHA for at least 5 years prior to the 01.01.2023.
 - The tenderer should have executed orders / contracts as CHA (either import or export consignments) during last five years prior to 01.01.2023. During this period, they should have executed at least 03 CHA Contract with a minimum Contract period of 1 year and/ or the minimum Contract Value per annum shall be Rs. 05 Lakhs. Running Contract shall also be considered provided the tenderer should have satisfactorily completed the contract for minimum 01 year prior to the 01.01.2023 and met the minimum Contract Value requirement. Documents to be submitted to prove the same are copies of order / contract & performance report from the respective clients.

❖ Price Bid Evaluation:

- Techno Commercial (Un-Priced) Bids will be evaluated with respect to the Pre-Qualification Criteria's stated above. Those bidders who qualify in the Techno-Commercial (Un-Priced) Bid will only be considered for Price Bid Opening.
- Price Bid will be evaluated based on the information furnished/ provided mainly against agency charges in the Price Schedule Sheet.

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❖ **Bidder to Note:**

- The bidder along with the bid shall furnish documentary evidence at the first instance itself to substantiate their claim meeting the requirement specified in pre-qualification criteria. Qualification may be completed based on the details so furnished without seeking any subsequent additional information.
- Even though bidder meets all the criteria mentioned above, HEC reserves the right to assess the Bidder's capability and capacity to perform the job, in the overall interest of HEC and can reject the bid(s) at any time without assigning any reason and without incurring any liability to the affected bidders(s).
- Tenderers must furnish all relevant certificates / documents / information in support of their credentials to the above "essential criteria" along with the 'offer', failing which the 'offer' may be rejected summarily.
- Tenderers not meeting any of the above-mentioned essential criteria shall be rejected without assigning any reason.

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SCOPE OF WORK

The scope of work consists of completion of each & every activity in all respect pertaining to **"Work of CHA (i.e. CLEARING AND FORWARDING AGENT) for Custom Clearance, handling etc, of Imported Consignments and Re-Exported Consignments, arriving at Kolkata Sea Port, CFS & Kolkata Airport and forwarding the same to Transporter pre-arranged by HEC"**.

The scope of work shall consist of but not limited to the following terms & conditions: -

- To collect shipping documents from HEC office at Park Street, Kolkata/ Ranchi and scrutinize the same and report the discrepancy immediately, if any, after receipt of the documents.
- To arrange for all requisite Import Permits and licenses as may be required before the shipment is confirmed.
- To collect the Cargo Arrival Notice, together with the import documents consisting of AWB, HAWB, Bill of Lading, House Bill of Lading (HBL), Consolidation Manifest Copy, Supplier's Invoice, Packing List, Delivery Order and related documents etc., from HEC's office and also from the other Air & Sea liners and its agents.
- To ensure to keep all the import documents in their possession in **strict confidence** and to use these documents for clearing related functions of HEC's imports only.
- To make arrangements to receive/take delivery of goods on behalf of HEC and coordinate all activities including identification of goods with customs authority, storage, etc. to complete terms of the contract.
- To de-stuff the container and transport the de-stuffed materials in boxes/ cases to HEC Transit Stores or HEC's plants at Ranchi, or to send the complete container as instructed, through trucks/ trailers as pre-arranged by HEC.
- The transportation to HEC's plants at Ranchi through truck/ trailers will be arranged by HEC. However, the bidders have to properly co-ordinate with the transporter for hindrance free dispatch of goods.
- To collect freight invoice from the freight forwarder and cheque payment from HEC office at Kolkata for payment of the freight to the Shipping Company/ Airlines/ their Agent and collect "Delivery Order" from them.
- To verify the Delivery Order fees to the liners of Air / Sea or their agents with regard to the imports received through the other liners / agents, couriers, and the same shall be paid by HEC.
- **During Custom Clearance to avoid delay If the charges for delivery order or other charges to Freight Forwarder/ Shipping Company/ Airlines/ their agents, exceeds from Rs. One (01) lakh (excluding your Agency Charges), you may submit the invoice/ bill for the same to HEC to arrange payment. However, for payment amount less than Rs. One (01) lakh, you shall arrange the same from your end and after customs clearance of the imported consignment; you may submit the receipt of the same along with your bill to HEC for payment.**
- To prepare Customs Bill of Entry in terms of provisions as per customs prevailing notifications, obtain from HEC all endorsement/ approval required in this connection, submit to and process the same along with other documents with Customs as per procedure laid down for the concerned Bill of Entry. Any endorsement required for clearing the goods/ consignments "Duty Free" by availing "Project Import", shall also be obtained.
- To ensure Customs Clearance of Imported Consignments from Customs and from the Customs warehouses within the "stipulated free period" and thereby avoid payment of any demurrages or additional storage charges. In the event of failure in clearing the consignment in stipulated free period, despite receipt of documents, the Contractor is

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liable for payment of storage / demurrage & Detention charges. Any avoidable/ unnecessary expenditure incurred due to delay or damage in transit, will be recovered from the tenderers/ bidders.

- To ensure to verify whether the package/s is/are received in externally sound condition, whether MAWB/MBL, HAWB/HBL, numbers are marked on the package/s are not. If any discrepancy is noted, the same to be resolved with the concerned Liner or the Consol Agent or ware house within the stipulated free period. Any Additional Storage charges or the Demurrage charges incurred due to the delay has to be borne by the CHA. If any storage charges are paid it should be substantiated with proper reason in writing within 2 days after the clearance of the consignment.
- To arrange to execute various Bonds with Customs, including Undertaking Bond, Indemnity Bond, End-Use Bond, and any other Bonds wherever needed, as per Customs Laid down procedures for clearing the imports.
- To arrange the duly prepared Bond papers for HEC's authorized signature and execute the Bond.
- To explain all the queries/ objections of Customs with appropriate drawings/ literature, catalogues etc., with the help of technical write up and engineering explanations furnished by HEC, in the process of Import Clearance under the intimation to HEC. CHA should request HEC to provide for technical write up and engineering explanations related to imported consignment quickly, if required.
- To keep a close liaison with the Steamer/ Airlines Agents regarding the arrival of the vessel and keep HEC informed of the arrival and landing date of the consignments.
- On receiving intimation from HEC or vessel(s) agent about Vessel(s) arrival, To liaise with the Port Authorities for quick berthing of vessel(s) and promptly arrange Bill of Entry etc. and other documents required for clearing the cargo.
- To keep a close watch of Cargo to be imported by HEC during the discharge of the Cargo from vessel on the quayside until it is cleared and delivered to the destination/ transporters as per HEC's advice.
- To arrange sufficient labour, and other equipments etc. in advance at their own cost for discharging the cargo(s) from the vessel(s) in time.
- To locate and identify Cargo being imported by HEC at the Port/ Airport.
- To ensure appropriate security arrangement of the Cargo(s) while in its custody, and shall as such accept full responsibility for any act of theft, criminal mis-appropriation and breach of trust in respect of HEC's cargo(s) entrusted to the CHA by any such event.
- To immediately arrange to re-pack goods if any package is found in broken/ damaged condition, during de-stuffing/ loading of imported consignments in the trucks/ trailers, with intimation to this office
- Wherever any Cargo landed in damaged condition:
 - To collect the Discrepancy Report or the Open Delivery Certificate from the authorities of the Warehouse / the Liner at the time of collecting the defective parcels from the Customs Warehouses.
 - To apply for survey of Steamer/ Airlines Company and Insurance Agent within the specified time limit;
 - To obtain survey report (in duplicate) from authorized surveyor and submit to HEC; &
 - To lodge preliminary claims with the authorities concerned and submit all the correspondences to HEC for lodging final claims.
 - The Discrepancy Report / Open Delivery Certificate shall be handed over to HEC while delivering the consignment for initiating appropriate claim action.
- Wherever goods are short landed from the vessel/ flight:
 - To obtain Short Landing Certificates from the respective Liner or any other applicable agency as per Rules of the Kolkata Port Trust/ Airport, and submit the same immediately for initiating necessary claim action for non-delivery of goods; &

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- To lodge preliminary claims on the basis of Short Landing Certificates with the authorities concerned and submit all the correspondences to HEC.
- To lodge preliminary claims with the concerned authorities wherever goods are stolen from the Port premises/ Airport/ your Godown/ in Transit during the delivery to destination (as per HEC's advice) after obtaining the Police Report in this matter.
- To assist HEC in case HEC prefers to lodge a claim on the insurance company, for any loss/theft/damage to the cargo.
- To co-ordinate with HEC for the payment of Customs duty, as applicable.
- To ensure that the cargo(s) discharged is handled such that it is not contaminated by unwanted foreign materials such as jute threads, stones, live/dead rodents etc.
- To arrange opening of packages from Customs Inspection/ Surveys and/ or for inspection and segregation by HEC and repairing, cooping / sealing etc if & when required .
- Any losses, damages to the equipment, vessel(s) during any discharge operation including barge operations, and property of the warehouse shall be to the account of the bidder only. Further, HEC shall not be responsible in any manner whatsoever for any such acts and shall not reimburse any costs or expenses incurred/suffered by the bidder due to any reasons whatsoever.
- To dispatch the goods as per dispatch instructions of HEC.
- The bidder shall be fully responsible for the safety of the goods and shall not move or transport the goods from one place to another without instructions in writing from HEC and shall indemnify HEC against any loss or damage to the cargo(s), claim of whatsoever nature because of improper storage and handling of stock on behalf of HEC. The bidder shall compensate HEC for any loss/damage to cargo(s) while cargo(s) is under the bidder's custody. The compensation for loss/damage shall be payable to HEC at market value of the goods as ascertained by HEC Limited. Such determination of loss/damage shall be final and binding on the bidder.
- To ensure to collect the consignments in sound condition from the customs Warehouses and to arrange transportation, dispatch and delivery of the goods in the same condition along with the Duplicate and Triplicate copies of Bills of Entry and other import documents to the destination as per dispatch instructions of HEC and obtain the acknowledgement for delivering the consignments in good and sound condition. The transportation part up to HEC Transit Stores at Park Street is included in your scope of work. However, there may be instances of a few components that may be sent directly to HEC's Plants at Ranchi, for which HEC may separately arrange transport. In such cases, to co-ordinate with and deliver the goods to the transporters (as appointed by HEC).
- The CHA shall not hypothecate or mortgage or create any lien/charges whatsoever on the cargo(s) received by them on behalf of HEC. The CHA shall also have **no** right to withhold the delivery of the cargo(s) in any circumstances for whatever reason irrespective of any of their part-claim also. The CHA shall fully indemnify and shall keep HEC fully indemnified against any claim, loss/damages whatsoever that may be incurred or made by any parties on HEC.
- To ensure and to regularly intimate the status of the imports under Customs Clearance and the consignments cleared from Customs are to be loaded on the transitory vehicle to dispatch to the destination as per instructions of HEC.
- To arrange clearance of goods under P D. Bond/ License Bond, in the absence of Import License or any other relevant documents necessary for clearance of the goods and to arrange redemption of Bonds.
- To submit Duplicate & Triplicate copies of Bill of Entry of each imported consignments to this office immediately after payment of customs duty.
- Besides the work mentioned above, the scope of work shall also include any minor element of work and/ or services connected with and incidental to clearing of the

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imported goods, as aforesaid, from Customs/ Ports/ Air Cargo Complex and forwarding thereof as per HEC's dispatch advice.

- To ensure to send the **Weekly Status Report** of the imported consignments of M/s Heavy Engineering Corporation Ltd on every Saturday positively. Also ensure to send the monthly/ quarterly/ yearly report for the same and all documents when demanded.
- To ensure that the custom cleared consignment is handed over to the transporter and arrange for necessary documents to be consolidated.
- To ensure that loading work of custom cleared consignment at Customs/ Ports/ Air Cargo Complex is fully responsibility of CHA. Physical presence of CHA- representative is mandatory during loading at Customs/ Ports/ Air Cargo Complex. Transporter is not responsible for loading of consignments at Customs/ Ports/ Air Cargo Complex.
- To submit the updated list of employees engaged with proper identity & address proof / allotted for Customs clearance and transportation work to be intimated to HEC for security reasons.
- The Tenderer/ bidder shall be responsible for coordinating with HEC's nominated surveyor for cargo(s) inspection (if any), quality analysis (if any), cargo(s) movement, draft survey etc. HEC shall not be responsible for any losses arising out of lack of co-ordination between the Surveyor(s) and the CHA and the CHA shall indemnify HEC to that effect.
- The bidder shall be solely responsible for all third-party claims, including but not limited to claims for injuries to person or property or for any other reason whatsoever in connection with the duties of the bidder herein provided for.

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GENERAL CONDITIONS OF THE CONTRACT

- ❖ The General conditions of the Contract (GCC) can be downloaded from HEC's website www.hecltd.com

SPECIAL CONDITIONS OF THE CONTRACT

THE BIDDER MUST GUARANTEE:

1. The tenderer/ bidder must possess valid license in their name as Custom House Agent. These licenses must remain valid till completion of all contractual obligations by the bidder, and on account of failure to comply with the same for whatsoever reason(s), bidder shall indemnify HEC for all losses, costs, damages, etc. Such losses, costs, damages, etc. shall be as quantified by HEC, and same shall be final and binding on the bidder.
2. The rates agreed with the bidder shall be in force during the currency of the Contract. There shall be no escalation in rates agreed for whatsoever reason, during the currency of the contract.
3. Bidder shall ensure there is no deterioration in the quality of cargo, and shall take adequate precautions to avoid contamination of cargo(s) with foreign matter while discharge operations and in storage. In this respect, the bidder shall ensure arrangements like cleanliness of Warehouse, fumigation in warehouse, if required, arranging for dumpers/trucks/tippers used for movement of maize with Tarpaulin covers etc.
4. The bidder shall ensure to fulfill all statutory requirements and shall adhere to all rules and laws related to safety and security of the labour employed. In addition, the bidder shall be required to perform all duties as prescribed under prevailing customs rules & regulations and as amended from time to time.
5. The bidder shall not refuse to proceed or go slow in attending to the work or stop the work in midway, on any account/reason, whatsoever, without the written instructions from HEC Limited.
6. The bidder shall provide all necessary details/ documents to HEC whenever demanded.
7. The bidder shall always keep HEC fully indemnified against all costs, damages, demurrages and other such things in operation due to negligence of the bidder or due to their non-performance/ under performance of any services and/or obligations, or any breach of any terms of Contract.
8. The labour/employees employed of bidder shall be laborers/employees of bidder and HEC has no responsibility/liability whatsoever towards them. The wages and other amenities to them shall be responsibility/liability of bidder. The bidder shall ensure timely payment of PF, ESI, etc. of their laborers/employees.
9. Notwithstanding, anything contained in the Contract, if for any reason, HEC is disabled or prevented from performing any of its obligation under the Contract, it shall inform to the bidder, who shall have no right to claim any payment whatsoever from HEC either by way of price, compensation, damages or otherwise, in respect of the Contract.
10. The bidder shall also keep HEC fully indemnified for the conduct of its employees/Agent.
11. When Contract awarded, the bidder shall have to undertake necessary liaison/follow-up with Government Agencies & various agencies, as may be required, for smooth operation of Agreement from time to time.
12. When Contract awarded, throughout this Agreement period, the bidder shall undertake and perform all operations to the satisfaction of HEC.
13. The bidder shall not subcontract, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly without the previous written permission of HEC. For any subcontract entered into by the bidder with the consent of the HEC, the bidder shall

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continue to be entirely and solely responsible for the execution of the Contract by such sub-contractor(s).

14. In the event of any doubts to the interpretation of any of the clauses herein contained in tender document, the interpretation or clarification provided by HEC shall prevail and shall be final and binding on the bidder.
15. In accordance with the Government of India guidelines, the bidder shall undertake not to pay or accept any bribes and that the bidder shall not indulge in any unethical practice / behavior in accordance with Indian Laws. Bidders may also check for any amendment in the Tender until the date of bid as any Tender condition can be modified or date of submission of bids may get extended.
16. Secrecy & Confidentiality
All the information of imported consignments, specifications, documents, data, manuals, etc or the electronic media (hereinafter referred to as "the information") furnished by the M/s HEC Ltd for custom clearance and transportation of the goods/ materials to the respective plants at Ranchi shall be regarded as the proprietary information of the M/s HEC Ltd and the same shall not be passed on to any other agency other than customs with prior approval of M/s HEC Ltd.
17. Insurance
 - Tenderers/ Bidders shall at his own expense borne & maintain insurance for their vehicles, equipments, employees, etc.
 - Insurance for the imported consignments shall be arranged by HEC and the tenderers/ bidder shall immediately on booking of each consignments, transmit all the required information to HEC.
18. HEC reserves the right to
 - a) The Corporation, reserve the right to initiate parallel contracts with L1 contractor, as it may be deem necessary for the entire or part of the work
 - b) Postpone / change the date of submission of tender, modify its terms and conditions and include new terms and conditions subsequent to this notice.
 - c) Award the contract to one or more bidders in it's own interest.
 - d) Accept or reject any tender received, at its discretion, without assigning any reason whatsoever.
 - e) Cancel the tender without assigning any reason whatsoever.
 - f) To increase/ decrease the number of consignments to be cleared & delivered pertaining to your scope of work.
 - g) Modify the scope of work as mentioned in this document after mutual discussion.
 - h) To select or not to select any or all of the firms/ bidders/ bidders without assigning any reason whatsoever.
 - i) To nominate HEC officials/or HEC representative to supervise the operations of the tenderers/ bidder.
 - j) To appoint one or more CHA within the same territory.
 - k) In the event of the bidder not observing any of the terms and conditions, HEC has right to terminate the Contract and to make alternative arrangements and also recover from the bidder all consequential losses suffered by HEC. If required, the Security Deposit may be invoked.
 - l) HEC reserves the right to appoint any outside Agency to supervise any or all the operations at any point of time at its cost.
 - m) HEC or its authorized representative has right to inspect the Cargo(s) under the custody of the bidder at any time and verify relevant records/documents.
19. Contract Period:
 - The contract, when awarded, shall be valid for ONE year and shall be reckoned from the date of LETTER OF ACCEPTANCE (LOA)/ WORK ORDER.
 - The contract shall have provision for extension of the contract period for another period of ONE year at the same rates, terms & conditions subject to satisfactory performance of the contractor, if mutually decided & agreed.

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- However, HEC shall have the right to exercise its discretion of extending the contract by one year in case it considers it necessary.
- HEC does not guarantee any minimum or maximum quantity to be handled or any pattern of services during the contractual period.
- The mere mention of any item of work in their document does not by itself confer a right on the bidder to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them. HEC reserves the right to increase or decrease the quantity at its sole discretion.
- HEC may terminate the contract at any time before expiry of said period or of extended period, if any, if the performance of the bidder is not satisfactory. In this regard, HEC's decision shall be final and conclusive and shall not be open to challenge. Such termination shall be effective from the date specified in notice issued in writing to the bidder.
- If the bidder fails to execute any, each and every of their work, services, obligations, responsibilities and liabilities described herein, HEC in its sole discretion shall be entitled to terminate the contract awarded to the bidder at their risk, cost and consequences and without involving HEC in any liability in that regard. In such an event, HEC shall be entitled to make alternative arrangements for getting the work and services awarded to the bidder hereunder and the bidder shall be liable to make good to HEC the loss, damages and costs which HEC may have to suffer or bear as a result of its having to make such arrangements. Also, the bidder agrees that all stocks in their possession shall be handed over to the authorized representative of HEC Limited within 7 days of the notice of Termination on HEC's first demand.

20. Terms & Conditions

- (a) The charges for rendering the services detailed in the "Scope of Work" as specified above and for meeting all obligations shall be indicated in PRICE SCHEDULE respectively and shall include all miscellaneous expenses incidental to and connected with the successful completion of the "Scope of Work".
- (b) The quoted prices are inclusive of all taxes, duties, levies, octroi, cess etc, but excluding of GST and no other charges/expenses shall be payable by HEC unless specially indicated and agreed to mutually.
- (c) The quoted prices are to include of all incidental expenditure occurring during custom clearance of Imported Consignments but excluding the payment to statutory & competent authorities viz Government/ Semi-Government authorities, Airlines/ Shipping Companies/ Freight Forwarders or their agents against the receipted bills.
- (d) Any Statutory Tax levied by the Central/State Government during the currency of the Agreement shall be the sole responsibility of the bidder.
- (e) GST will be paid extra as per prevailing rate declared by Government of India as per Govt. notifications/ norms. GST registration number, PAN, Work Order number is to be mentioned on all invoices.
- (f) On successful custom clearance of each shipment & delivery of the goods/ consignment to HEC Transit Stores at Kolkata or HEC's Plants at Ranchi as instructed from the office of undersigned, the contractor shall submit the bills in triplicate within 30 days and duly supported by all relevant receipts & statutory documents. Other charges {like fumigation, fuel surcharge, quarantine charges}, if applicable will be paid at actual through cheque after submission of proper invoices. The payment to the agency/ Contractor may be made by/ within 30 days after receipt of clean & clear bills (duly signed & stamped) as per contract agreement.
- (g) While releasing payment to the bidder, the following deductions shall be made from the bills:
 - TDS as per prevailing provisions of the Income Tax Act and any other tax levied by the State/Central Govt. during the currency of the agreement
 - Losses or Damages suffered by HEC for delayed work by the bidder.

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- Value of loss towards handling, any other loss (es)/shortages suffered by HEC due to the bidder action.
 - Amount due from the bidder, on any other account under their contract or any other contract.
 - Loss or damage to property of vessel(s)/ port or Leased Depot or godown, on account of negligent working of labourers of bidder.
 - Bills received after 30 days of the execution of the job shall not be entertained by HEC unless satisfactory explanation is given by the bidder for the delay.
 - Any other deduction mandatory as per contract.
- (h) Income Tax or any other tax levied by State/Central Govt. during the pendency of the Agreement would be deducted from the bills of the bidder as per rules and a statement/certificate to this effect would be issued on completion of transaction at the time of settlement of bills.
- (i) All costs, charges, damages or expenses accrued on HEC, (which HEC may have to pay due to Contractors/ bidders negligence in execution of work seriously) may be deducted/ recovered by HEC from Contractors.
- (j) The rates mentioned in Price Bid shall include all costs and expenses and bidder is responsible for effecting all payments to laborers and adhering to all statutory requirements thereof.

21. Claims

- (i) The bidder shall not be paid any extra remuneration for lodging, pursuing and settlement of claims with various agencies on behalf of HEC. All claims shall be lodged promptly and within the prescribed time limit with customs, carriers, vessel(s) agents and shipping lines, insurers, port trust, Municipal Authorities and Railway Authorities (with a copy to HEC) and pursue the same till they are settled. This obligation of the bidder shall continue notwithstanding the expiry of their contract.
- (ii) No claim for any miscellaneous or sundry expenses, incurred by the bidder shall be entertained by HEC. However, if the bidder wants to lodge any claim arising out of this Contract he shall be required to submit the same to HEC within a period of 15 days from the date of completion of discharge of the entire cargo(es). HEC shall not entertain any claim or any account from the bidder after expiry of above period of 15 days.
- (iii) The bidder shall be fully responsible for any claim by the owner of the vessel(s)/port authorities/foreign buyer in respect of improper handling and discharge of Cargo(es) under their contract.

22. Notices

Any notices by either party to the other shall be deemed to have been properly given if couriered or e-mailed to the said party by registered mail at the correspondence address set forth in the preamble to the Agreement contained herein unless and until another address shall have been specified in writing by either of the parties to the agreement.

23. Jurisdiction of Court

The Courts at Ranchi shall have the exclusive jurisdiction to try disputes, if any, arising out of this agreement between the parties.

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PRICE BID: (PART- II)

(To be given on the bidder's letterhead)

Tender No. KOL/BO/IE/CHA(Re)/APP/2022-23/04

Date: 04.02.2023

Sub: - Tender for Annual rate contract for appointment of an experienced clearing & forwarding agents (CHA- i.e. Customs House Agent) for Customs Clearing & Forwarding of Imported and Re-Exported Consignments, arriving at Kolkata Sea Port, CFS & Kolkata Airport.

PART – II (PRICE BID):

(To be submitted in a separate sealed envelope)

To,
The Manager,
Heavy Engineering Corporation Ltd,
77, Park Street, Kolkata – 700 016

Dear Madam,
I/we submit our bid as follows:

| Sl. Nos. | Description of Services | Rate | Amount (inclusive of all taxes/duties etc. as applicable) | |
|----------|--|------|--|----------------------------|
| | | | (for Shipment through Sea) | (for Shipment through Air) |
| 1 | Agency Charges for Consignment arriving through Air (for the detailed scope, terms & conditions, jobs & functions mentioned in the above tender documents, duly accepted by the Bidder and including maintenance of records, the bidder related work not specified below, however covered under the tender document) | | | Rs..... |
| 2 | Agency Charges for Consignment arriving through Sea (for the detailed scope, terms & conditions, jobs & functions mentioned in the above tender documents, duly accepted by the Bidder and | | | |

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| | | | | |
|-----|---|-----------------------|---------|--|
| | including maintenance of records, the bidder related work not specified below, however covered under the tender document) | | | |
| (a) | 40 ft Container | Per container | Rs..... | |
| (b) | 20 ft Container | Per container | Rs..... | |
| (c) | LCL Materials | % on Assessable Value |% | |
| (d) | Break Bulk Materials | % on Assessable Value |% | |
| 2 | CFS/ Port Charges | Per consignments | | |
| 3 | Shipping Line Charges | Per consignments | | |
| 4 | Delivery Order Charges | Per consignments | | |
| 5 | Destuffing Charges | Per MT | | |
| 6 | Storage Charges (if applicable) | Per MT | | |
| 7 | Returning of empty containers to plot. (if applicable) | Per consignments | | |
| 8 | Custom documentation, clearing and arranging all pre-cargo & post shipment, shipping documents | Per consignments | | |
| 9 | Extra charges, if any for arranging cranes/hooks and grabs for gearless vessels only | Per consignments | | |
| 10 | Other Charges (if any, please specify) | Per consignments | | |
| 11 | Service Tax (please specify) | Per consignments | | |

NOTE:

- The quoted rate shall be applicable for the period of one year, or the validity of contract.
- Terms of payment etc. shall be clearly furnished by the bidder.
- Any price bid other than aforesaid prescribed format shall not be accepted.
- Firm should be quoted for SI no.1 and 2 a),b) in Rupees and for SI no. 2 c),d) in percentage and any price bid other than this shall not be accepted.

Date:
Place:

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(Signature of the bidder)
(Authorized signatory)
(with seal)

All other terms and conditions shall be governed as per HEC's General Conditions of Contract (GCC) (which can be downloaded from our website <http://www.hecltd.com/>), special terms of contract /and tender documents of HEC.

Yours faithfully
For & on behalf of
Heavy Engineering Corporation Ltd.

AKV
04-02-2023

Manager/ B. O./ Kolkata

ANKUR KUMAR VERMA
MANAGER
BRANCH OFFICE
HEAVY ENGINEERING CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
77, PARK STREET, KOLKATA-700 016