

# **HOOGHLY DOCK & PORT ENGINEERS LTD.**

(A GOVT. OF INDIA UNDERTAKING)

UNIT : NAZIRGUNGE WORKS

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**Tender no.10/0215/09-10/Custom Clearance/W.B/E-125**

**Date: 20.02.2010**

**Due date:27.02.2010**

To,

Sealed offers are invited from licensed reputed and experienced Agencies/Firms for clearance and delivery of Steerable Propulsion Unit – 6 Sets in two lots, to be imported from M/S Kort Propulsion Co Ltd, U.K as per Scope of Work, Terms & Conditions stipulated hereunder.

Quotations are to contain the following:-

- 1] Copy of valid Licence for Customs & Port clearance.
- 2] Credential in support of executing similar work.
- 3] Commercial terms like payment terms etc.
- 4] Rates is enclosed format.

**Scope of work:**

- 1] Clearance of consignment from Kolkata Customs immediately on receipt of documents from HDPEL.
- 2] Clearance of consignment from Kolkata Port on payment of Port charges (payable by HDPEL).
- 3] De-stuffing of container at KOPT and returning back the container to the container owner after survey.
- 4] (a) Transportation of goods from KOPT to HDPEL, Nazirgunge Works by Truck.-  
Or  
(b) Transportation of goods from KOPT to Customs Warehouse at Kolkata-

- 5] Transportation charges of goods from Customs Warehouse to HDPEL, Nazirgunge Works. (optional)
- 6] Debonding of goods on receipt of documents from HDPEL.
- 7] The Contractor shall be responsible to file claims with all concerned authorities viz. Customs, Shipping Agents, Shipping Companies, Under-writers etc. for any materials found damaged and / or short-landed at the Docks immediately. The Contractor shall submit copy/copies of the claims lodged with the aforesaid authorities to HDPEL within 48 hours of lodging such claims.
- 8] Normally the cargo shall be received by Contractor from Docks in seaworthy/airworthy acceptable packed condition fit for transportation by road. In case the packages are found broken and/or damaged and after completing port/shipping agent/Insurance/Survey formalities, the Contractor shall re-pack the cargo so as to make it acceptable by the transporters. In all such cases, the Contractor must inform HDPEL about the expenditure to be incurred in this regard including the cost of packing materials. The Contractor must re-pack or repair such packages and claim reimbursement from HDPEL.
- 9] The contractor shall have to advise HDPEL about payment of duties/landing/ hoisting charges etc within 24 hours to avoid any unnecessary accrual of port rent, customs duty, taxes, etc.
- 10] The exchange control copy of the Bill of Entries should be certified by the clearing agent that the custom duty charged by the Custom Deptt. in strictly in accordance with the technical explanation of the items and as per the tariff of the Custom Deptt. In case excess payment of custom duty has been paid, the claim for refund shall be lodged with the Custom Deptt. by the Contractor within 72 hours of payment of custom duty and copy of such claim should also be enclosed with the exchange control copy of Bill of Entries to be submitted to HDPEL. Similar procedure shall also be followed by the Contractor in respect of Entry Tax etc. The responsibility for persuasion for obtaining order of settlement and or refund will rest jointly with the contractor and HDPEL.
11. In case of any theft or damage to material of HDPEL from the Docks to the premises/Bonded Warehouses/Godowns of HDPEL, the contractor shall promptly lodge FIR with the concerned Police Authorities and also to file claim with underwriter with whom the materials has been insured by HDPEL on written authority from HDPEL. Copy of such reports/claims lodged with the Police/Insurance Co. shall be submitted to HDPEL within 24 hours of such happenings.
12. The Contractor immediately on receipt of the work order shall examine the work order and also see that all documents enclosed with the work order and complete for prompt clearance of the materials. In case of any doubt the contractor shall take up the matter with HDPEL immediately but not later than the immediate following day so that the deficiency, if any, can be removed. Acknowledgement of such work order should be formally sent to HDPEL indicating the job number of the contractor and other particulars for future reference by HDPEL.

13. Since the cargo of HDPEL are insured bill of lading wise covering the risk from supplier/shippers warehouse to the port of receipt of materials, the information of arrival of materials at the Port must be given the HDPEL immediately to enable them to cover the insure from the port to HDPEL Works. The contractor is responsible for clearance of the materials from custom and docks and also transportation of materials to HDPEL's premises/bonded warehouses/godowns. It is necessary that the materials from custom/dock is promptly cleared not only to avoid port rent, but also to ensure that the insurance cover of such consignments do not lapse. The contractor shall be responsible to clear the material of HDPEL within rent free days of its arrival at docks. In case any consignment is not cleared due to unavoidable reasons within 3 days of its arrival at the docks, the contractor must indicate the details of such consignments, to enable HDPEL to get insurance cover of such consignments extended for further anticipated period.

**GENERAL TERMS & CONDITIONS:**

**Acceptance of order:**

In the event of placement of order, the successful bidder has to convey acceptance of the purchase order in writing within seven days from the date of rece

**Terms of Payment:**

- (a) The schedule I of rates as per format annexed herewith shall form an integral part of this contract and are valid for the whole period of this contract and/or extended period if any. No price escalation will be allowed under any circumstances during the period of validity of contract.
- (b) The bills for the work done shall be submitted by the contractor to HDPEL within 3 days of completion of the assignment of each bill of lading. All the bills of actual or direct expenditure will be billed by the contractor as and when incurred and shall be submitted to HDPEL with original supporting vouchers. If any such expenditure is considered unreasonable by HDPEL, the same may be disallowed and decision of HDPEL shall be final and binding. Payments will be released within 30 days from the date of submission of bill along with requisite documents.

**Taxes:**

Taxes will be applicable as per rules.

**Rights & Liabilities:**

- (a) The contractor shall abide by all instructions given to them from time to time by HDPEL. The contractor will be bound to act with due diligence and they use their professional skill to ensure speedy clearance of material(s) which is/are essential and indispensable requirement of HDPEL. The contractor shall be liable to compensate HDPEL for losses suffered due to their negligence, defaults, lapses and delay in clearance of materials.
- (b) Under no circumstances, the contractor would have any lien right on the goods of HDPEL and all such materials for which shipping documents have been endorsed in favour of contractor shall always remain the property of HDPEL.
- (c) In case where amounts are allowed to be paid to the port trust(s) or custom or other authorities in excess of what was actually due HDPEL shall have the right to recover the excess amount so paid from the contractor and HDPEL is not bound to take any action for claiming refund of such amount from the port trust(s)/custom and other authorities. The responsibilities of filing such claims thereof shall rest entirely with the contractor. The decision of HDPEL in this respect will be final and binding on contractor.

**Risk Purchase:**

In the event of failure of the contractor in executing the order as per depicted terms & conditions, HDPEL reserves the right to cancel the order and engage other firm for the job at the risk and cost of the contractor.

**Validity of offers:**

Offers are to be kept valid for a minimum period of 60 days from the date of opening.

**Force Majure:**

It shall be limited to “Act of God” or Lockout of contractors’ organization. The same shall not be applicable to any sub-agency of the contractor. Such information are to be given to the buyer instantly on occurrence.

**Arbitration & Jurisdiction:**

In case of any dispute arises in connection with or in carrying out of the work as specified herein which cannot be resolved by the parties themselves, the arbitration as applicable between two public sectors as per circular of the Government of India would be applicable.

**Other conditions:**

- (a) No volumetric conversion will be permissible for calculation of weight.
- (b) Weight shall be dead weight as per each bill of lading.
- (c) Tonne will mean metric tonne weighing 1000 kgs.
- (d) The trucks and trailers on arrival at premises/bonded warehouses/godowns of HDPEL should get the date and time recorded. Also the date and time of release after unloading to be got recorded. Without such recording of date and time from the concerned Officers of HDPEL no detention charges will be allowed.
- (e) No detention charges are payable, in case, the vehicle breaks down at the customs warehouse//bonded/warehouses/godowns of HDPEL or if the driver/operator of the vehicle is not available.
- (f) No detention charges will be paid, if the vehicles are detained due to natural calamities, strike, bandh, riots or other force measure conditions.
- (g) The vehicles to be engaged must have valid licence and fitness.
- (k) HDPEL reserves the right to reject any or all the offers without assigning any reason to the tenderers and also extension of due dates in the event of insufficient response.

Head ( M.S.D.)  
Nazirgunge Works

**PRICE BID FORMAT: (SCHEDULE – I)**

	<b><u>Quoted</u></b>
1] Agency Commission (in % of CIF value) .....	
2] Transportation charges per truck load from KOPT to Customs Warehouse (upto 9 MT) .....	
3] Transportation charges per truck load from KOPT to HDPEL – NW (upto 9 MT) .....	
4] Transportation charges per truck load from Customs Warehouse to HDPEL-NW (upto 9 MT) .....	
5] Detention charges beyond 5 PM (vehicle to reach within 8 AM) per truck - L.S. ....	
6] (a) Charges for processing container removal Guarantee with customs removing the loaded Container for house de-stuffing - for 40ft container (L.S.approx.).....	
(b) Charges for processing container removal Guarantee with customs removing the loaded Container for house de-stuffing - for 20ft container (L.S.approx.) .....	
7] Charges for arranging P.O. and custom escorting per consignments per day for all stations per truck load (L.S.) .....	
8] Charges for attending clearance/removal of Container at CFS site. ....	
9] Service charges for processing Ex-Bond clearance of Bill of exchange (% of CIF value) .....	

Signature of the bidder  
with official stamp

**Note:** Any other charges, if felt essential but not listed above may be quoted separately.