

**Rs. 200/- (Non-transferable)**

**HOOGHLY DOCK & PORT ENGINEERS LTD.**

(A GOVT. OF INDIA UNDERTAKING)

UNIT : NAZIRGUNGE WORKS

P.O. - D.S. Lane, Howrah 711 109

WEST BENGAL - INDIA

PHONE : 91-(033)2688-8000

FAX NO.: (033) 2688-5852

E-MAIL : [hdpelnw@satyam.net.in](mailto:hdpelnw@satyam.net.in)

: [hdpelnwmsd@gmail.com](mailto:hdpelnwmsd@gmail.com)

Website : [www.hooghlydock.gov.in](http://www.hooghlydock.gov.in)

Regd. Office :-

Martin Burn Hose,

1, R.N. Mukherjee Road (2<sup>nd</sup> Floor),  
Kolkata – 700 001.

Phone no. : 91(033)-2243-0419.

FAX No. : 91(033)-2243-0418.

E-Mail : [hdpeltd@cal2.vsnl.net.in](mailto:hdpeltd@cal2.vsnl.net.in)

To,

**OPEN TENDER  
FOR  
BIENNIAL CONTRACT FOR CLEARANCE AND DELIVERY OF  
IMPORTED GOODS FROM PORTS, AIRPORTS TO HDPEL**

**Tender No.:- 10/P/09-10/0135/CLEARING AGENCY**

**SALE**

**FROM 02.06.2010 TO 30.06.2010**

**DUE DATE OF SUBMISSION :**

**ON 01.07.2010 UPTO 2 PM**

**OPENING OF TENDER:**

**AT 3 P.M. ON 01.07.2010**

**PLACE OF OPENING:**

**NAZIRGUNGE WORKS  
HOWRAH – 711 109**

**HEAD (MATERIALS)  
NAZIRGUNGE WORKS**

## **Tender no. 10/P/09-10/0135/CLEARING AGENCY**

1.0 Sealed offers (in two part bids) are invited from reputed and experienced Agencies/Firms for biennial contract ( 2 years) for clearance and delivery of imported goods from Ports, Air Ports, to HDPEL, Nazirgunge and Salkia Works s per Scope of Work, terms & Conditions stipulated in NIT.

### 1.1 **Pre-qualification Criteria**

- i] Bidders must have executed similar jobs for any organization during last three years ending 31.03.2009.
- ii] Bidders must have registration with competent authorities related to the above services.

1.2 Tenders are to be submitted in Two parts as follows:-

#### **Part – I (Commercial Bid)**

To contain copies of Credentials in support of eligibility criteria stipulated in Clause no.1.1, copies of valid licenses, registration, Earnest Money Deposit, terms of payment, taxes, Commercial Clauses and tender documents duly stamped & signed as a token of acceptance of terms & conditions therein.

#### **Part – II (Price Bid)**

Only Price Bid ( as per format given in NIT).

Both Part –I & II separately sealed and marked are to be submitted under one sealed cover superscribing the tender enquiry number and due date of submission in th tender box at Nazirgunge Works within the due date.

1.3 Tender documents can be had from the office of Head (Materials), HDPEL, Nazirgunge Works against application and on payment of non-refundable **Rs. 200/-** (by cash/DD in favour of Hooghly Dock & Port Engineers Ltd.) payable at Kolkata ) on working days between 9.00 to 16.00 hours except Saturdays & Sundays. Request for sending tender documents shall not be entertained.

Bidders downloading the documents from HDPEL's website are required to submit the tender fees of Rs.200/- through Demand Draft alongwith Commercial Bid.

### 1.4 **Earnest Money Deposit:**

Tenderers are to submit Earnest Money Deposit for Rs. 20,000/- (Twenty thousand only) either in form of Demand Draft in favour of Hooghly Dock & Port Engineers Ltd. from any Nationalized Bank payable at Kolkata or in form of Bank Guarantee as per enclosed format. The EMD shall not bear any interest and shall be returned to un-successful bidders. Offers without tender fees and EMD may be liable for rejection.

1.5 Original tender documents duly stamped and signed are to be returned with Commercial Bid as a token of acceptance of terms & conditions therein.

1.6 Offers are to be kept valid for a minimum period of 120 days from the date of opening.

1.7 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.

## **Tender no. 10/P/09-10/0135/CLEARING AGENCY**

### **Scope of work:**

- 2.0 To deal with various authorities of the Customs, Docks of KOPT, Shipping Companies, Shipping Agents, Underwriters, Railways, Airlines and Sales Tax and Postal Authorities to handle and clear from the Customs, Ports, Shipping Companies, Shipping Agents, Airlines, and Sales Tax for clearance of imported materials of HDPEL and to effect the deliveries of the same to the specified premises/Bonded Warehouses/Godown of HDPEL at Salkia Works/Port Engineering Works or at other places as per advice from the respective Units of HDPEL.
- 2.1 The Contractor shall have to render the following services and other auxiliary and or incidental services as may be ordinarily required for operation of such Contract by way of practices, customs or usage and/or as prescribed by the Law of the Land.
- 2.1(a) To handle and clear from the Customs, Ports, Shipping Companies, Shipping Agents, Airlines, RBI, Postal Authorities, CCI & E, JCCI & E the cargo and articles of all kinds including manufactured articles, timber, machinery, vehicles, spare parts, machinery parts, engineering stores, scientific goods, electronic goods, generators, tele-communication equipments, transmitters, glass items, equipments for installations in Vessels, Tugs etc., Spares and any other items as may be required by HDPEL.
- 2.1(b) To handle clearance and transportation of materials being imported and/or exported by Sea or Air or port and as well as the cargo arriving from other Inland Ports by Sea or by air for and on behalf of HDPEL and if required, or other parties working with or for HDPEL.
- 2.1(c) The Contractor shall be required to clear and handle air consignments arriving at Dum Dum Airport either from foreign countries or within country and similarly shall be required to dispatch consignments by air to the Airport of the Consignee within the country or to other countries as per work order. The Contractor shall be required to render similar services for consignment arriving by sea at Kolkata/Haldia Docks.
- 2.1(d) The Contractor will be required to bring the entire materials after clearance from Kolkata or Haldia Docks and other places of clearance to the premises/Bonded Warehouses/Godowns of HDPEL or 50 kms from Airport and hand over the same properly to the representatives of HDPEL in its premises/Bonded Warehouses/Godowns and obtain acknowledgement for the same. Under no circumstances, any consignment cleared from the Docks/Airports shall be taken to any other place/store by the Contractor, either at Port or at Airport itself for dispatching the same directly to Consignee.
- 2.1(e) 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 or Airport etc. immediately within 30 days of such information to the Contractor. The Contractor shall submit copy/copies of the claims lodged with the aforesaid authorities to HDPEL within 48 hours of lodging such claims.

**Tender no. 10/P/09-10/0135/CLEARING AGENCY**

- 2.1(f) Normally the cargo shall be received by Contractor from Docks and/or Airport in seaworthy/airworthy acceptable packed condition fit for transportation by railway and/or 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 railways and other transporters of HDPEL. 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.
- 2.1(g) The Contractor is required to submit on every Monday weekly status of all the Bill of Ladings received by them from HDPEL as per the Proforma given by HDPEL. No relaxation in this regard will be given by under any circumstances to the contractor.
- 2.1(h) 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.
- 2.1(i) 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.
- 2.1(j) 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.
- 2.1(k) 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.
- 2.1(l) 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.

2.2 IMPORT OPERATION:

The import operation will include the whole process of handling and clearing the materials from wharf upto putting in on suitable means of transport for delivering it to the premises/bonded warehouses/godowns of HDPEL. The contractor shall be fully responsible till the consignments are finally delivered to the premises/bonded warehouses/godowns of HDPEL.

2.3 In respect of short-landing, the contractor shall be responsible till the short-landing certificates are obtained from the port authorities and submitted to HDPEL. The contractor will also be responsible to file claims for refund of custom duty arising due to short-landing/shortages, well within the statutory time limit. The supporting documents for filing such claim should be obtained by the contractor promptly. The claims shall be pursued with custom authorities and other concerned authorities by the contractor with the copies of claims lodged, till its finalization and the refund order is obtained.

2.4 Where materials are short-landed and or landed but found missing and thereafter they are cleared in adjustment if not refunds made earlier against claims, completion of the formalities for such clearance, will be regarded as a separate operation for the purpose of payment to the contractor.

FINALISATION OF BILL OF ENTRY:

2.5(a) The contractor shall be fully responsible for filling the bill of entry immediately after the declaration of the rotation number but under no circumstances later than the next working day of the declaration of the rotation number. It shall be the responsibility of the contractor to finalize the bill of entry with the custom and other concerned authorities. Any clarification and/or explanation required by the custom appraiser in connection with the finalization of the bill of entry shall be given by HDPEL. The delay beyond 2 days for the finalization of the bill of entry shall be explained in writing by the contractor of HDPEL.

2.5(b) Wherever certain bonds as prescribed are given to the custom authorities, the contractor shall ensure that the bonds are redeemed within 1 month of the date of finalization of the bill of entry. The delay beyond 1 month in redeeming the bonds for want of documents etc.. If any, should be immediately brought to the notice of HDPEL in writing.

2.5(c) The contractor shall furnish number of the bill of entry for each item entrusted for clearance within two days from the date of arrival of the ship. A weekly statement showing the details of bill of entry pending finalization for more than 2 days should be submitted to HDPEL along with reasons for delay. In case HDPEL is not satisfied with the reason for delay in finalizing the bill of entry as given by the contractor and the consignment is subjected to any avoidable demurrage, port rent, the same shall reflect adversely on performance of the contractor and binding on the contractor.

2.5(d) In case of non-availability of original bill of lading, the contractor shall arrange to take delivery on indemnity bond.

### 3.0 **GENERAL TERMS & CONDITIONS:**

#### 3.1 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 receipt.

#### 3.2 Security Deposit:

In the event of placement of order the successful bidder has to submit security deposit for Rs. 1.0 Lac (One Lac only) in form of Demand Draft or Bank Guarantee from Nationalised Bank as per HDPEL format enclosed valid for the currency of the contract. The Security Deposit will be returned on expiry of contract period.

#### 3.3 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.

#### 3.4 Taxes:

Taxes will be applicable as per rules.

#### 3.5 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.

3.6 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.

3.7 Special Conditions:

(a) HDPEL according to its convenience and discretion reserves the right to use its own manpower, vehicles and equipments to carry out any of the work relating to Contract during the currency to get the job done from any other contractor.

(b) In case of any refusal and/or failure on the part of the Contractor to execute the work under Contract, the work will be got executed at his risk and cost.

(c) The mere motion of any item of work in Contract does not confer any right on the Contractor to demand work relating to all or any item of work under Contract.

(d) No volumetric conversion will be permissible for calculation of weight.

(e) Weight shall be dead weight as per each bill of lading.

(f) The agency charges as per rate schedule are payable for rendering all services connected with the clearance of imported materials from shipping agents, custom, port trust(s), docks, air port (Dum Dum) postal and railway authorities and all other connected services relating to import as indicated including filing of claims, but not including loading and unloading charges incurred at dock or airport and shall also include for services for exports.

(g) Tonne will mean metric tonne weighing 1000 kgs.

(h) 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.

(i) No detention charges are payable, in case, the vehicle breaks down at the premises/bonded/warehouses/godowns of HDPEL or if the driver/operator of the vehicle is not available.

(j) No detention charges will be paid, if the vehicles are detained due to natural calamities, strike, bandh, riots or other force measure conditions.

(k) The vehicles to be engaged must have valid licence and fitness.

3.8 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.

3.9 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.

for Hooghly Dock & Port Engineers

Encl: 1) Price Bid Format  
2) Bank Guarantee Formats

Head (Materials)

enq.for biennial contract for clearance & delivery

Tender no. 10/P/09-10/0135/CLEARING AGENCYPRICE BID FORMAT

Sl no.	Description of work	Kolkata Port	Halida port	Kolkata Air Port
1.A.	Agency Commission charges (to be submitted in % of CIF value of consignment.)			
B.	Minimum Agency commission charges per BOE (Applicable for smaller consignments, otherwise normal charges will be applicable).			
2.A(i)	Transportation charges per Truck load of materials from port to HDPEL (Nazirgunge/ Salkia) upto 9 MT and length 5.6 Mtr.			
(ii)	Minimum charges for 2A(i) above.			
2.B(i)	Transportation charges per Trailer load of materials from port to HDPEL (Nazirgunge / Salkia upto 18 MT and length 12 Mtr.			
(ii)	Minimum charges for 2B(i) above.			
C	Transportation charges per Matador / small vehicle load of materials from Port to HDPEL (Nazirgunge/Salkia) upto 2 MT			
3. A	Transportation of loaded container (20MT) from Kolkata Dock / CFS at Kolkata to Nazirgunge Works / Salkia works.			
B.				
4.	Detention charges after allowing three (3) hours reporting time at HDPEL gate.			
A.	Per Tailor/day			
B.	Per Truck/day			
C.	Per Matador/day			

Sl no.	Description of work	Kolkata Port	Halida port	Kolkata Air Port
5.	Supervision charges for de-stuffing cargo from container for appraising.			
A.	Per 40 ft Container			
B.	Per 20 ft Container			
6.	Shifting charges of container at the time of appraisalment or loading.			
A.	Per operation of 40ft Container			
B.	Per operation of 20ft Container			
7.	Charges for processing container removal guarantee with customs removing the loaded container for house de-stuffing.			
A.	For 40ft Container per operation.			
B.	For 20ft Container per operation.			
C.	Minimum charges per guarantee.			
8.	Charges for arranging P.O. for escorting per consignments per day for all stations.			
A.	For Trailer load			
B.	For Truck load			
C.	For Matador load			
D.	For FCL Container			
9.	Charges for arranging custom Sepoy for escorting per consignment per day.			
A.	For Trailer/Container load			
B.	For Truck load			
C.	For Matador load			
10.	Cost of Customs seal per container.			
11.	Charges for attending clearance/removal of container at CFS site.			
A.	Per 40ft Container			
B.	Per 20ft Container			
12.	Handling charges for small packages at Dock / Airport by manual labour.			
A(i)	Per Kg rate per operation for packages weighing upto 50 Kg.			
(ii)	Minimum charges for (A) above per consignment per operation.			
B(i)	Per Kg. rate per operation for packages weighing above 51 Kg. to 90Kg.			
(ii)	Minimum charges for (B) above per consignment per operation.			

Sl no.	Description of work	Kolkata Port	Halida port	Kolkata Air Port
C (i)	Per Kg.rate per operation for packages weighing above 91 Kg. to 150kg.			
(ii)	Minimum charges for (C) above per consignment per operation.			
D(i)	Per Kg. rate per operation for packages weighing above 151 Kg. to 220Kg.			
(ii)	Minimum charges for (D) above per consignment per operation.			
13.A.	Service charges for processing Ex-bond clearance of BOE (to be submitted in % of CIF value of goods)			
B.	Minimum charges per BOE.			
14.	Charges for processing & settlement of claims (to be submitted in % of settled amount.)			
15.	Other charges per consignment per application.			

**Note:** A. Standard and mandatory port and other charges will be reimbursed.

B. Price-Bid are to be submitted strictly in the prescribed format.

C. Any other charges related to the subject job, essentially required, but not included above should be indicated separately. However these charges should not be the evaluating criteria.

Signature of Bidder with stamp

**FORMAT FOR**  
**BANK GUARANTEE BOND (IN LIEU OF EMD/ S.D)**

In consideration of Hooghly Dock & Port Engineers Ltd. (A Govt. of India Undertaking), a Company incorporated under the Company's Act 1956 and having its Registered Office at 1, R.N. Mukherjee Road, 2<sup>nd</sup> Floor, Kolkata-700001 amongst other places, a Unit at Nazirgunge, P.O. Danesh Shaik Lane, Howrah-711109, West Bengal (hereinunder called the "HDPE") having agreed to exempt M/s. .... (hereinafter called the "Tenderer"/"Seller") of Earnest Money Deposit / Security Deposit in cash for the due fulfillment by the said Tenderer/Seller of the terms and conditions contained in the said Tender/Purchase Order, on production of a Bank Guarantee for Rs.....(Rupees ..... only) we ..... (Bank) (Hereinafter referred to as the "Bank") at the request of M/s. ...., against any loss or damage caused to or suffered or would be caused to or suffered by the HDPE by reason of any breach by the sand Tenderer/Seller of any of the terms or conditions contained in the said Tender/Purchase Order.

We, ..... (Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the HDPE stating that the amount claimed is due by way of loss of damaged caused to or would be caused to or suffered by the HDPE by reason of breach by the said Tenderer/Seller of any of the terms of conditions contained in the said Tender/Purchase order or reason of the Tenderer's/Seller's failure to perform the said Tender/Purchase order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

We, ..... (Bank) undertake to pay to the HDPE any money so demanded notwithstanding any dispute or disputes raised by the said Tenderer/Seller in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the said Tenderer/Seller shall have no claim against us for making such payment.

We,..... (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender/ Purchase Order and that it shall continue to be enforceable till all the dues of the HDPE under or by virtue of the said Tender/Purchase order have been fully paid and its claim satisfied or discharged or till the HDPE Certified that the terms and conditions of the said Tender/Purchase Order have been fully and properly carried out by the said Tenderer/Seller and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ..... We shall be discharged from all liability under this guarantee thereafter.

We, ..... (Bank) further agree with the HDPE that the HDPE shall have the fullest liberty without our consent and without affecting in any manner. Our obligations hereunder from time to time or to postpone for any time or from time to time any of the powers exercisable by the HDPE against the said Tender/Seller and to forbear on enforce any of the terms and conditions relating to the said Tender/Purchase order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Tender/Seller or for any forbearance, act or omission of the part of the HDPE or any indulgence by the HDPE to the said Tenderer/Seller or by any such matter or think whatsoever which under the law relating to sureties would, but for this provision, have effect or so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank of the said Tenderer/Seller.

We, ..... (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the HDPE in writing.