

## ANNEXURE-I

### **THE STATE TRADING CORPORATION OF INDIA LTD.**

#### INVITATION TO TENDER

TENDER NO: STC/GID/CHA/406/11-12

Dated: 26.08.2011

#### **SPECIAL INSTRUCTIONS TO TENDERERS**

1. ENQUIRY NO. : STC/GID//CHA/406/11-12
2. Tender closing date and time : 15.09.2011, 15:00 Hours  
  
**“Bids received after the closing date & time will not be considered. STC will not be responsible for late receipt of Bid whether on account of Postal delays or otherwise.”**
3. Tender opening date and time : 15.09.2011, 15:30 Hours
4. Venue of Bid opening : Joint General Manager (Mktg)  
General Imports Division  
The State Trading Corporation of India Ltd.,  
Jawahar Vyapar Bhavan,  
Tolstoy Marg  
New Delhi-110001
5. Earnest Money Rs.10,000/- (Rs. Ten Thousand Only)  
as per clause No. 7 of Attachment- III
6. Contract period One year which shall be extendable for a further period of one year at the sole option of STC.
7. Penalty Formula : The tenderer should carefully go through the penalty formula given in the tender documents before submitting their offers.
8. Name of work : Appointment of Custom House  
Clearing & Forwarding Agent  
for (i) Custom Clearance of consignments arriving by Air at any Indian Airport (ii) consignments arriving at any Indian Sea ports and Inland Cargo Depots (ICD).
9. Submission of tenders Tenders should be submitted in duplicate only on prescribed proforma. No oral, telephonic, telegraphic tenders will be entertained.

10. Compensation for submission of tenders : The tenderer shall not be entitled to claim any cost, charges, or incidentals for or in connection with the preparation of and submission of their tenders, though STC may withdraw invitation to tenders without assigning any reason thereof.
11. Tender documents : One set of tender documents duly signed on each page should be returned along with offer as token of acceptance of our terms & Conditions.
12. Postponement of tender opening date STC reserves the right to postpone opening date and/or time and shall intimate all the tenders well in time of such postponement along with notice of revised opening date and time.
13. STC's right STC reserves the right to reject any or all the tenders without assigning any reasons thereof.

14. Please send tender and all communications giving reference of Enquiry No.

To  
 Joint General Manager (Marketing)  
 General Imports Division  
 The State Trading Corporation of India Ltd.,  
 Jawahar Vyapar Bhavan,  
 Tolstoy Marg  
 New Delhi-110001  
**Tel Nos. 011-23462129/23462286**  
**FAX No. 011-23701136**

15. Tenders shall be submitted in three separate sealed envelopes superscribed with enquiry number and due date of opening containing the following: -

a) First Envelope EMD in the form of Demand Draft

b) Second Envelope  
 (Technical Bid)

- (i) Technical & unpriced commercial tender without filling any rates/prices duly signed and stamped along with copy of complete set of our Tender Documents/NIT duly signed and stamped on each page as a token of acceptance of all our terms and conditions.
- (ii) Deviations or Reservation, if any.
- (iii) Details of similar jobs done in last three years.
- (iv) Copy of valid CHA Licence.
- (v) PAN/TIN No. & SERVICE TAX NO.
- (vi) Information/documents as per Sr. no. 10 of attachment - III

- c) Third Envelope                      Priced commercial tender with rates written in figures and words duly signed and stamped as per Annexure A.

**All the above envelops should be sealed and put in one single large envelope also sealed and super scribed with tender number and addressed as below :-**

TENDER NOT TO BE OPENED BEFORE DUE DATE AND TIME

TENDER / ENQUIRY NO:

DUE DATE:

TIME:

16. Following Attachments with Annexures enclosed are part of invitation to Bid.

Attachment-I	Special Instructions to Tenderers
Attachment-II	Tender Form
Attachment-III	General Instructions to the tenderers for filling up of the Tender
Attachment-IV	Terms & Conditions of the contract

**ANNEXURES**

- A. Agency charges for Imported consignments.
- B. Format for justification for demurrage

Tenderers are requested to go through the documents thoroughly and ensure submission of tenders in time.

No condition or deviation should be mentioned by the tenderer in price bid. Offers where party has mentioned any condition or deviation in price bid shall be liable to be ignored/rejected without any further reference.

Thanking you,

Yours faithfully  
for & on behalf of The State Trading Corporation of India Ltd.

**( R C MALHOTRA )**  
**Joint General Manager (Mktg)**

Encl: As above.

TENDER NO: STC/GID/CHA/406/11-12

Dated:

**TENDER FORM**

To

Joint General Manager (Marketing)  
General Imports Division  
The State Trading Corporation of India Ltd.,  
Jawahar Vyapar Bhavan,  
Tolstoy Marg  
New Delhi-110001

Sub     **Submission of Tender for Appointment of Custom House Clearing & Forwarding Agent  
For Custom Clearance & handling of (i) consignments arriving by Air at any Indian  
Airport (ii) consignments arriving at any Indian Sea ports, and Inland Cargo Depots  
(ICD).**

Dear Sir,

I/we submit this sealed tender for Appointment of Custom House Clearing & Forwarding Agent  
for Custom Clearance & handling of (i) STC's consignments arriving by Air at any Indian Airport  
(ii) STC's consignments arriving at any Indian Sea ports, and Inland Cargo Depots (ICD)

I/We have thoroughly examined the terms and conditions given in the invitation to tender and its Annexures  
& Schedules and agree to abide by them. The rates at which I/We offer to carry out the work have been  
stated in the enclosed schedules and Annexures and it is confirmed that no other charges would be payable to  
me us.

I/We have deposited the Earnest money of Rs. 10.000/- (Ten thousand only) by a crossed demand draft  
No..... dated..... drawn on .....bank, in favour of "The State  
Trading Corporation of India Ltd." and payable at DELHI/ NEW DELHI

I/We agree to hold the offer valid for Ninety (90) days from the date of opening of the tender and shall be  
bound by communication of the acceptance within this time. I/We further undertake that this offer shall not  
be modified, amended, altered, retracted or withdrawn by me/us till the aforesaid period of Ninety (90) days.  
In case, I/We do so or fail on receipt of advice of acceptance of my/our tender to furnish the security deposit,  
to execute the contract/ agreement and/or commence the contract within the specified dates, I/We understand  
and agree that the earnest money shall stand absolutely forfeited to The State Trading Corporation of India  
Ltd., New Delhi without any legal re-course to me/us.

The following papers/documents are attached and form part of the tender:-

- i) Copy of valid CHA License.
- ii) Details of work done giving name of organizations
- iii) Memorandum and articles of Association.
- iv) Income Tax Clearance Certificate (Latest)
- v) Certificate from Banker's regarding financial status.
- vi) PAN No.
- vii) Service Tax Regn. No.

Yours faithfully,

Signature of the Tenderer

Designation.....

(State the capacity in which the signatory is signing)

Date

Witnesses

1.....

2.....

## **GENERAL INSTRUCTIONS TO THE TENDERER FOR FILLING UP OF THE TENDER**

1. Tenderers are required to complete and sign the enclosed form of tender and furnish full, precise and accurate details in respect of information called for in this invitation to tender and in the schedule attached hereto. In the event of the space provided being insufficient additional pages may be added and each such page should be signed by tenderer in token of its authenticity. All these documents duly filled in and completed in all respects must be forwarded in sealed covers as specified in the subsequent paragraphs without which tenders will not be considered as valid.
2. Tenders should fill in their form clearly for executing the different items as given in the schedule attached hereto after carefully considering the operations, services and responsibilities involved for the different items as specified in the tender documents. The rates for each item of work/service as described in the attached schedule should be quoted in figures as well as in words against each item the words 'Rs' should always be put before the words and 'only' at the end of the words of figures. ***Erasers and/or overwriting or alterations*** of any kind in the tender is liable to render the tender to outright rejection. In case of corrections the original figures and words should be scored out and the correct figures and words clearly written above the scoring and each such corrections should be attested by tenderer. Where the rates given in figures differ from the corresponding rates expressed in words the latter shall be taken as applicable.
3. **SIGNING OF TENDER:** When the tender submitted is not in the name of an individual, the tenderer shall disclose the names, constitution and registration of the tendering firm and shall be signed by all persons concerned or by a person duly authorized by means of legally valid document which either in original or a duly certified copy thereof shall be attached with the tender. For illustration, in the event of a tender being submitted by a partnership firm, it must be signed separately by each member thereof and in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of Attorney authorizing him to do so, such power of attorney is to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.

### **4. EVALUATION OF QUOTATION**

The following conditions shall be considered in the evaluation of quotations:-

- a) Prices quoted
- b) Experience for the same or similar work for the intended services
- c) Bidder's financial stability (Bidder must submit document giving turnover).
- d) Acceptance to terms of Tender..

STC reserves the right to review and verify all statements and to inspect tenderer's facilities for the purpose of allowing the tenderer to establish to STC's satisfaction, his capability to perform the work.

5. **DELIVERY OF TENDER:** Tender shall be closed in a double cover. The inner cover should be sealed and addressed to **Joint General Manager (Marketing), The State Trading Corporation of India Ltd., JwahaVyapar Bhawan, Tolstoy Marg, New Delhi -110001 and superscribed as "Tender No. STC/GID/CHA/406/11-12 due at .....and** should bear the full address of the authority inviting the tender without any indication that there is a tender within. The right to ignore any tender which fails to comply with the above instruction is reserved by The State Trading Corporation of India Ltd.. Each tender must be submitted in duplicate before the specified clearing time either in the tender box kept at Ground floor Reception in The State Trading Corporation of India Ltd. office or sent by Registered Post so as to reach the authority before the specified closing time for the tender.
6. **PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:** Tender and rates quoted therein should hold good for Ninety (90) days from the date of opening of the tenders. After the expiry of the said period of Ninety (90) days the rates are to be confirmed by both parties before executing the contract. No tenderer can withdraw his tender or revoke or alter the same or revise the rates quoted therein during the period of Ninety (90) days. If a tenderer withdraws, revokes or alters the tender or revise the tendered rate within the aforesaid period of Ninety (90) days, the earnest money will be forfeited.
7. **EARNEST MONEY DEPOSIT:** Tenderers shall deposit an amount of Rs.10,000/- (Rupees Ten Thousand only) as earnest money by demand draft drawn in favour of The State Trading Corporation of India Ltd. payable at New Delhi. **TENDERERS SHOULD NOTE THAT TENDER SUBMITTED WITHOUT THE EARNEST MONEY ARE LIABLE TO BE REJECTED.** Earnest Money will be forfeited in case the tenderer withdraws/revised his tender during the validity period of the tender. Earnest Money Deposit will not carry any interest.
8. **ACCEPTANCE OF TENDER:** The State Trading Corporation of India Ltd. does not bind itself to accept the lowest or any tender and reserves the right to accept any tender in whole or part and to reject any or all the tenders without assigning any reason thereof.
9. **EXPERIENCE:**

Tenderers who offer for Customs House Clearing Agent work should have the following documentary evidence which should be submitted along with the tender:-

  - a. A current qualified Customs House Agent license for handling Import and Export Cargoes. The successful tenderer shall be required to perform all the duties, which CHA are bound to do under the Indian Customs Act, 1967 as amended from time to time.
  - b. Minimum three (3) years experience in Clearing of Cargoes at Indian Ports.
  - c. Documentary evidence either credentials or certificates of previous experience in this line. Such certificates and credentials etc should be furnished along with the tender giving volume and value of work previously executed.

## **10. PARTICULARS RELATING TO TENDERERS:**

All tenderers are also required to furnish the following additional information/documents along with tenders :-

- (1) NAME OF THE FIRM
- (2) TELEPHONE NO
- (3) E-MAIL ADDRESS
- (4) FAX NO
- (5) ADDRESS AND PHONE NO / FAX NO
- (6) WHETHER PROPRIETARY CONCERN / PARTNERSHIP FIRM / LIMITED FIRM
- (7) NAME OF THE PROPRIETOR / MANAGING DIRECTOR / PARTNERS & OTHER ASSOCIATES.
- (8) NAME, ADDRESS AND PHONE NO OF THE AUTHORISED PERSONS RESPONSIBLE, REPRESENTATIVES WHO SHOULD BE ABLE TO HOLD DISCUSSIONS AND TAKE DECISION REGARDING CONTRACT ETC. SUPPORTED BY SPECIFIC RESOLUTION.
- (9) INCOME TAX CLEARANCE CERTIFICATE FOR THE LAST TWO YEARS MUST BE ATTACHED.
- (10) NAME OF BANKERS WITH CERTIFICATES IN RESPECT OF FINANCIAL STANDING OF THE FIRM/COMPANY
- (11) YEAR OF ESTABLISHMENT OF THE FIRM AS CLEARING AND FORWARDING AGENT.
- (12) A CURRENT UNQUALIFIED CUSTOMS HOUSE AGENTS LICENCE FOR HANDLING IMPORT AND EXPORT CONSIGNMENTS. THE SUCCESSFUL TENDERER SHALL BE REQUIRED TO PERFORM ALL THE DUTIES WHICH CLEARING AGENTS ARE BOUND TO DO UNDER THE INDIAN CUSTOMS ACT, 1962 AS AMENDED FROM TIME TO TIME.
- (13) DATE FROM WHICH THE FIRM (BIDDER) HAS STARTED CLEARING AND FORWARDING AGENCY BUSINESS.
- (14) ANNUAL TURNOVER OF BUSSINESS IN RESPECT OF CLEARANCE WORKDONE BY THE TENDERER.
- (15) NAME OF GOVT ORGANISATIONS/ UNDERTAKING/ PROJECTS WHICH ARE BEING SERVED BY THE BIDDER AT PRESENT WITH DATES FROM WHICH SUCH CLEARING SERVICES ARE BEING RENDERED.
- (16) PREVIOUS EXPERIENCE IN CLEARANCE, HANDLING AND DETAILS OF SUCH JOBS DONE.
- (17) NUMBER OF OFFICERS AND STAFF HAVING CUSTOM HOUSE LICENCE ENGAGED BY BIDDER FOR CLEARNACE WORK.
- (18) PAN NO; TIN NO & SERVICE TAX REGISTRATION NO.



- (19) PLEASE CONFIRM THAT NO OTHER FIRM/ SUBSIDIARY CONCERN/ ASSOCIATE BELONGING TO THE SAME GROUP IS PARTICIPATING / SUBMITTING THIS TENDER.
- (20) PLEASE CONFIRM THAT YOU , YOUR ASSOCIATE OR YOUR SUBSIDIARY CONCERNS ETC, HAVE NOT BEEN BLACK LISTED BY ANY INSTITUTIONAL AGENCY / GOVT DEPTT / PUBLIC SECTOR UNDERTAKING IN THE LAST TWO YEARS.

## **TERMS & CONDITIONS OF THE CONTRACT**

### **1 TERMINOLOGY**

- a) STC wherever used in these documents shall mean The State Trading Corporation of India Ltd. a Company registered under the Companies Act, 1956 having its registered office at New Delhi and includes all authorized officers of STC authorized to deal with any matter with which these persons are concerned on its behalf.
- b) The 'AUTHORISED OFFICER' wherever used in these documents shall mean the officer of The State Trading Corporation of India Ltd. in administrative and executive charge of the work and operations covered by the tender documents and shall include officers authorized to act for and on his behalf.
- c) The 'Customs House Clearing & Forwarding Agents' wherever used in these documents shall mean the person, firm or company who enters into a contract with The State Trading Corporation of India Ltd. undertaking on its behalf for the operations involved in clearing and handling of consignments at the Indian ports and shall include their executors, administrators, successors and permitted assignees.

### **2. PERIOD OF CONTRACT**

The contract will remain in force for one (1) year from the date of commencement unless otherwise specified or terminated earlier as provided hereunder. The contract is extendable further on the same rates and Terms/conditions for a further period of one year at the sole option of STC.

### **3. COMMENCEMENT OF CONTRACT**

The CHA's responsibility under the contract shall commence from the date of issue of the work order/letter accepting the tender. The tender documents, Annexure, thereto and the letter of acceptance shall constitute the contract.

### **4. VOLUME OF WORK**

No guarantee can be given to any definite volume of work, which will be entrusted to the CHA at any time or throughout the period of the Contract. Consignments likely to be cleared consist of Machineries, equipments, spares parts/components/consumables being imported on behalf of various state government departments and other customers of STC both under OGL and under various import licenses. The Clearing Agent has to meet all the required formalities in this regard.

### **5. SCOPE OF WORK**

The successful tenderers would be required to give comprehensive efficient services to complete all formalities of i) Custom Clearance of consignments arriving by Air at any Indian Airport (ii) Consignments arriving at any Indian Sea ports, and Inland Cargo Depots (ICD).

### **6. CLEARANCE OF CONSIGNMENTS OF STC FROM PORT/AIRPORT AUTHORITIES AND CUSTOMS AT INDIAN PORTS/AIRPORTS.**

The CHA are required to perform all duties, which the CHA are supposed to perform as per provisions of the Indian Customs Act, 1962.

As soon as STC handover the documents to CHA they will be required to file the Bill of Entry with Custom Authorities immediately.

In case STC consignments land at any Indian Airport without consolidation on direct flight of any airline, you will take delivery orders etc., from the carrier on receipt of authority letter and freight cheque from STC.

You shall obtain stamped receipt of payments. The authorized officer of STC may direct you to pay freight charges etc., on this account. The actual charges paid shall be reimbursed to you on production of original receipts vouchers.

Every effort has to be made to get the material cleared from custom authority within the time mentioned in tender. In case of delay in clearance, penalty would be levied as per Attachment IV clause No. (7). In case extension in validity of delivery order is required, cheques for necessary charges for such extensions would be given by STC in the name of concerned authorities such as Air India etc and the agent would be required to get the DO etc revalidated from concerned offices.

The agent would be required to complete all formalities of various authorities at Indian Ports/Airports/ICD and of shipping company etc., for clearance of material from Customs and taking permission for destuffing at Site etc.

The Agents shall also be required to render the following services as and when necessary and as directed by the authorized officer of The State Trading Corporation of India Ltd. for clearance of the cargoes from IAAI/other port authorities and Customs at Indian Airports/Ports and ICD's.

**i) DOCUMENTS/INFORMATION/CLARIFICATIONS FROM STC:**

The CHA will collect from STC one set comprising of PO, Technical write up, catalogue/literature/drawing (if available) along with delivery order and invoice, etc., and will ensure that the documents/information are complete in all respects for clearance of goods from customs so that there is no delay on account of non-availability of documents/information from STC in time. Any deficiency in the documents found by CHA should be intimated to STC immediately on receipt of documents. The agent will be required to see that description/other information of goods is clear for the purpose of custom clearance and in case any further clarification/document etc., required from STC for availing any benefit of customs notification for concessional rate of custom duty for clearance of goods in working days they will be required to inform the same to STC immediately so that the required documents/information can be given by STC.

**ii) PREPARATION AND NOTING OF BILL OF ENTRY**

The CHA on receiving the documents mentioned above shall prepare custom documents viz, B/E etc., and present it to the customs. The CHA will ascertain the correctness of the declaration of quantity of goods, description of goods, value of goods in the B/E prior to submission to the customs. The CHA will have to ensure that all conversions from foreign currency to Indian currency have been done properly and there is no conversion/calculation or totaling mistake in the figures arrived at and furnished in the B/E. It will be ensured that the duty is paid at the correct rate applicable to the goods. The CHA will be held responsible for any delay that may be caused in the release of the consignment out of custom charge within 3 working days after receipt of document from STC on account of amendments that are required to be carried out in the B/E or any errors committed in the preparation of B/E.

**iii) APPRAISEMENT OF B/E AND EXAMINATION OF GOODS**

The CHA will ensure that all appraisement formalities are completed expeditiously and whenever the customs-appraising officers require any explanation/ clarification, STC is given necessary and timely intimation to send their representative to give the required clarification to the customs. The CHA will have to ensure that proper follow up action is taken in the appraising section once the B/E has been submitted to the appraising stage. All the required steps for Ist and IInd check examination will have to be taken by the CHA whenever the appraising officers have ordered the same. They will have to see that the packages are properly repacked and no contents are left out after examination and the packs are properly sealed. Whenever any shortages are found during the examination, the CHA will obtain the required certificate from the Examination Officer and submit the same to STC. They will also be required to complete the license audit formalities and payment of customs duty and see that the B/E is out of the customs charges.

**iv) DAMAGE/LOSS OF PACKAGES**

The CHA shall take all steps to prevent loss and damage to the goods received by them on behalf of the STC for handling during the period the goods are in their charge or while the goods remain in the custody of the Port Authorities.

It is incumbent of them to promptly examine carefully all packages, landed from the aircrafts/other carriers. The CHA will have to make good to STC on demand any loss due to the negligence or failure on their part to take proper and prompt action or to exercise proper vigilance and economy or to comply with the provision of the relevant Rules & Regulations applicable in clearance, landing dispatch of goods, lodging and settlement of claims failing which the amount of loss will be appropriated from the CHA deposit or bill amount due to the agent under this clearance contract. This is apart from the other remedies open to STC under the provisions of law in force and joint survey/inspection by Custom and Port Authorities.

**v) REPAIR OF PACKAGES**

All the damaged packages will have to be repaired by the CHA at their own cost as and when damages are noticed by them or when pointed out by STC representative, prior to dispatch.

**vi) SHORT LANDING OR LANDED BUT MISSING OF PACKAGE**

Whenever any packages are short landed or landed but missing the CHA will arrange to obtain the required short landing certificate / landed but missing certificate from the Airport authorities well within the prescribed time limits stipulated by the carriers, underwriters and customs/governing the rules for settlement of claim with carriers, insurance, port authorities and customs. The CHA will exercise due care to ensure that certificates are complete and correct in all respects so that they cannot be disputed by the parties concerned at a later stage on one pretext or the other.

**vii) CUSTOM DUTY PAYMENT**

To be arranged by STC through Bank as per latest procedure. This is however, subject to change from time to time as per customs rules.

viii) **Airport/ Port Charges** i.e. demurrage, wharfage, Port Charges and Handling Charges etc., will be paid by the CHA and actual admissible charges will be claimed by the agent from STC on production of documentary evidence.

**ix) CERTIFIED COPIES OF B/E:**

STC reserves the right to obtain the duplicate and certified copies of B/E and debit/recover the expenses incurred for the same from the CHA in case Bills of Entry are not submitted by the CHA to STC within 20 days from the date of payment of clearance of consignment.

**x) DEMURRAGE/WAREHOUSE CHARGES AND HANDLING CHARGES**

It shall be the responsibility of CHA to complete all formalities of customs within 3 working days after receiving document from STC. If the consignment is not cleared within this period resulting in payment of demurrage or other charges and which in the opinion of the authorized officer, has been incurred due to the negligence or lapses on the part of CHA. The CHA shall be held responsible for the same and this amount will be recovered from the Agent. In each case the Agent will explain the reasons for which the incurrence of such charges was unavoidable and ensure that STC is satisfied that the CHA cannot be held responsible for the same. The decision of the authorized officer in the matter will be final and legally binding in all cases.

7. In the event of any delay caused in the release of the consignments out of custom resulting in levy of demurrage/warehouse charges, penalty would be levied for the delay over and above 3 working days. The days will be counted from the date of collection of documents by CHA from STC.

**The rates of penalty will be as follow:**

- |   |                        |
|---|------------------------|
| a) Delay of one week after 5 working days | :15% of agency charges |
| b) Delay of next four days block          | :20% of agency charges |
| c) Delay of further next four days block  | :25% of agency charges |
| d) Any further delay                      | :30% of agency charges |

This is however subject to payment of customs duty by STC in 48 hours after getting intimation from the agent.

8. The CHA will submit a statement with their bill for each consignment for which demurrage/warehouse charges has been paid giving detailed convincing reasons so as to why the consignment could not be cleared in the free time (As per Annexure-E).
9. Airport/ Port Charges i.e. demurrage, wharf age, Port charges and handling charges etc will be paid by you and actual charges will be claimed by you from STC on production of documentary evidence.

#### **10. DAMAGES TO PROPERTY AND INSTALLATIONS OF CUSTOMS / STC /OTHER PARTIES:**

The CHA shall make good at their own cost any damage to the property to STC or to any other body/persons, local authorities etc., due to or arising from the operations involved under this contract.

#### **11. HOLDING OF CARGO IN TRUST**

The CHA shall hold all materials/cargo, which come in their possession during the course of this agreement or afterwards or at any time belonging to STC as trustees and shall deliver/handover all or any such material cargo on demand immediately to STC.

#### **12. LIEN OF STC'S CARGO**

The CHA shall have no lien of any nature whatsoever upon any cargo belonging to STC or cleared by them on behalf of STC and kept in their possession in absence of any instructions or for any reasons whatsoever.

#### **13. EXECUTION OF BONDS/INDEMNITY**

Whenever any bond/indemnity is to be executed during the process of clearance,, the CHA will obtain the bond paper of the required value, get the text of the bond typed, arrange to obtain the signature of the authorized officers of STC and submit the same to customs/carriers without losing any time in the process. The cost of the bond paper will be reimbursed to them when claimed from STC at actual basis.

#### **14. REIMBURSEMENT OF MISCELLANEOUS PAYMENTS:**

The CHA in the discharge of their contractual obligations may be required to arrange for the following work and pay for it themselves in the first instance. For this work they will not be allowed any agency fees. Only actual charges due as admissible and paid by them to the authorities concerned on behalf of STC will be reimbursed to them when claimed duly supported by the vouchers in original issued by concerned authorities:-

- a) Octroi charges
- b) Survey fees
- c) Air Freight
- d) Railway Freight
- e) Crane Hire charges
- f) Protease and removal fees
- g) Opening, re-packing and strapping charges for custom examination.

**15. FAX RELEASE ADVICES ON THEIR CUSTOMS HOUSE:**

Whenever any release advices are required on any other customs house in India, the CHA will have to arrange for the same for which no extra remuneration will be paid to the CHA. However, the actual amount incurred on account of customs and Fax charges will be reimbursed to them on submission of relevant documents and vouchers. In case the CHA is not able to obtain the TRA within reasonable time and STC has to pay demurrage due to late availability of TRA, proportionate amount of demurrage for delay due to this reason, will be recovered from them.

**16. REMUNERATION FEE AND MODE OF PAYMENT**

Agency charges for all operations at all Indian Airports/Ports including Inland container depots after Custom clearance, are to be quoted as per 'A' of schedule of Rates (Annexure 'A').

**17. RESPONSIBILITY REGARDING CORRECTNESS OF CUSTOM DUTY:**

The CHA will be responsible for correctness of custom duty paid on each consignment. A certificate to this effect would be recorded by the agent on their bills for clearance and transportation charges stating, "Certified that correct custom duty has been got assessed on various consignments covered in this bill and we would be liable for recovery from us for excess custom duty, if any, In case of our failure to arrange refunds of such excess payment within a period of 6 months from the date of filing of claim, unless this time limit of 6 months is extended by STC in writing". The agent cannot claim this extension as a matter of right and it will be the sole discretion of STC's authorized officer to give such extension or refuse it. STC's decision in this matter will be final and binding on the Agent. For arranging such refunds where excess custom duty has been paid by the Agent, no service charge (as per 'C' of schedule of rates on Annexure 'B') will be paid for filling, follow-up and getting the cheques for refund of custom duties. In case the contract/work order gets expired and refund cases are not settled within the stipulated time (i.e. 6 months from date of filing of claim), the Security Deposit will be released only after settlement of all such refund cases and other claims and on satisfactory performance of the contract.

**18. NAME OF PERSONS HANDLING THIS CONTRACT**

On receipt of letter of intent from STC's, the CHA will have to furnish to STC the list of their staff members who are going to look after STC's work at customs, airport, ICD, transporter, railway and in the office of the CHA at managerial and supervisory levels for proper co-ordination and smooth working.

**19. PARALLEL CONTRACT**

STC reserves the right of placing the contract for all operations or part of the operations described in the attached Annexure/Schedule simultaneously at the beginning or at any time during the tenure of the contract with more than one CHA as it may think fit.

**20. ASSIGNMENT OF CONTRACT**

The CHA shall not, without the consent in writing of the authorized officer of STC assign or sublet the contract or any part thereof. Even when permission to sublet the contract or part thereof has been granted, STC shall have no contractual obligation with the sub-lessee and shall always hold the CHA responsible for satisfactory completion of the contract.

## **21. ALTERNATIVE HANDLING OF WORK.**

- a) If the CHA fails to render at any time, all or any type of the services under the CONTRACT satisfactorily in the opinion of the authorized officer of STC (whose decision shall be final and binding on the CHA), he may at his option get the work done by other parties and/or departmentally at the Consolidation-cum-Clearing Agent's risk and cost.
- b) STC reserves the right to appoint any other CHA for services referred to the CONTRACT to meet any emergency or to get work done departmentally, if the authorized officer (whose decision shall be final) deems it fit in the sole interest of STC.

## **22. TERMINATION OF CONTRACT:**

STC reserves the right to terminate the contract at any time and without assigning any reason thereof by giving one month's notice of their intention to do so in writing in the CHA and the CHA shall not be entitled to any compensation by reason of such termination.

## **23. COLLECTION OF DOCUMENTS**

The CHA will send to the concerned officer's of STC or their representatives as may be specified by the authorized officer of STC to receive instructions and collect documents furnishing acknowledgement thereof and it shall be clearly understood that the instructions given or delivered to the CHA office

## **24. SAFE CUSTODY OF DOCUMENTS:**

The CHA will be required to keep in safe custody all documents sent to them and in the event of any loss of such documents they will be held responsible for all the costs and consequences.

## **25. SUBMISSION OF BILLS**

- i) The bills for the work done shall be submitted by the CHA strictly as per schedule of rates to the authorized officer of STC. The CHA shall submit bills in quadruplicate. The bills not supported by the relevant vouchers/receipts in original will be returned to the CHA. Payments will be released within 30 days of submission of bills duly supported by the relevant documents in originals.
- ii) The CHA will submit a statement with your bills for each consignment for which demurrage has been paid giving detailed reasons as to why consignment could not be cleared in time (as per Annexure 'B').

## **26. CENTRAL AND STATE LAWS:**

The CHA shall be responsible for strictly complying with all Central and State laws as well as rules, regulations, by laws and orders of the local authorities and statutory bodies as may be in force from time to time.

**27. SET OFF CLAUSE**

Any sum of money due and payable to the CHA (including Security Deposit) under this contract may be appropriated by STC and set off against any claim of STC for the payment arising out of the contract or under any other contract entered into by the CHA with STC.

**28. CONTRACTOR'S CLAIMS ON STC:**

Any claim arising out of this contract is required to be submitted to STC within a period of 90 (Ninety) days from the date of clearance and dispatch of the entire consignments. STC will not entertain any claim on any account from the CHA after expiry of the aforesaid period of 90 (Ninety) days except under special circumstances which STC may/may not accept under its sole discretion.

**29. MISAPPROPRIATION OF MONEY:**

STC reserves the right to take penal action against the CHA in case of misappropriation of any money held by them in TRUST on behalf of STC.

**30. INSPECTION AND RETENTION OF FILES**

- i) STC reserves the right to inspect all shipment clearance files maintained by CHA at any time during the contract period.
- ii) After expiry of the CONTRACT the CHA is required to handover all the claim files maintained by them within a period of three months and obtain a clean receipt on the basis of which their account will be settled.

**31. INCOMPLETE BILLS OF ENTRY**

CHA is required to submit a certificate detailing the particulars of all bills of entry which they have surrendered to Customs Authorities during the contract period. The CHA is also further required to handover to STC a list of all incomplete bills of entry giving details of packages cleared and packages outstanding against bills of entry pending finalization by customs with fifteen days from the date of expiry of the contract.

**32. SECURITY DEPOSIT**

Earnest money deposit of successful tenderer will be converted into part of security deposit and in addition a deposit of Rs.40,000/- (Rupees Forty Thousand Only) will have to be made by way of Bank draft thus making a total of Rs.50,000/- ( Rupees Fifty Thousand Only) as Security deposit. The Security Deposit shall be forfeited or appropriated by the authorized officer of the The State Trading Corporation of India Ltd. in his absolute discretion towards any loss that may be sustained by the STC as a result of breach of any terms and conditions of the contract by the CHA or on account of unsatisfactory performance of the agent notwithstanding other remedies open to the STC under the terms of the contract or law.

In the event of the CHA Security Deposit being appropriated towards loss/unsatisfactory performance the CHA shall recoup the amount to restore the Security Deposit to the full amount of Rs.50,000/- within a period of fifteen days from the date of intimation.

Subject to the provisions mentioned above, the Security Deposit will be returned to the CHA on due and satisfactory performances of the Contract after all claims of STC have been settled.

The Security Deposit will not carry any interest.



### **33. RECOVERY OF GOVERNMENT DUES**

STC reserves the right to recover from the outstanding amounts due to CHA any government dues, which are, required to be remitted to Government under the statutory obligation.

### **34. REFUND ORDER**

- a) If a refund order or cheque for any reason is issued by the Customs, Insurance Carriers, CHA should see that the same is surrendered immediately on receipt to the appropriate authority and a fresh refund order/cheque is obtained in favour of STC.
- b) The payments received by CHA from the Customs, Insurers, Carriers and/or any other authorities against claims lodged by them on behalf of STC or in connection with any other matter relating to the CONTRACT shall be held in trust by the clearing agents and the same shall be made over to STC in fact by crossed cheque promptly within 8 days from the date of receipt of the payments, without any deductions, whatsoever towards settlements of the CHA claims and bills irrespective of whether they are in dispute or otherwise, failing which the CHA will be liable for payment of interest @ 18% per annum on amount remaining in their possession.

Income Tax at source shall be deducted from the successful clearing agents bill as per the provisions of Income Tax Act, 1961.

[ON BIDDER'S LETTER HEAD DULY SIGNED]

**RATES FOR CUSTOM CLEARANCE OF MATERIAL/ CONTAINERS AT ALL INDIAN AIRPORTS/PORTS INCLUDING INLAND CONTAINER DEPOTS (ICD)**

- A. Agency charges for getting the material cleared from custom authorities and taking various approvals etc and then handing over the empty container to the concerned authorities:

For Consignment By Air	Rs..... (In words) per consignment
For LCL (Part Container Load)	Rs..... (In words) per consignment
For 20 feet container	Rs..... (In words) per container
For 40 feet container	Rs..... (In words).per container

Yours faithfully,

Signature of the Tenderer

Designation.....

(State the capacity in which the signatory is signing)

**JUSTIFICATION FOR DEMURRAGE**

Ref..... STC Ref.....

1. P O No..... Unit.....
2. Description.....
3. Flight No..... Date.....
4. D. O. obtained on .....
5. B/E finalized on..... B/E No.....
6. B/E finalized on.....
7. Duty amount..... informed on.....
8. Duty cheque given on.....
9. Consignment cleared on.....
10. Consignment dispatched on.....
11. Reasons of delay if any:

In view of the above, demurrage charges/W/H rent charges incurred are unavoidable and beyond the control of CHA and/or our staff.

Date:

Signature of party representative