



SEMI-CONDUCTOR LABORATORY

Ministry of Electronics and Information Technology, Government of India

Sector 72, S.A.S. Nagar – 160 071, Punjab

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Public Tender Enquiry

APPOINTMENT OF

FORWARDER

CUM

CUSTOMS HOUSE AGENT (CHA)
FOR SEA-SHIPMENTS

FOR A PERIOD OF TWO YEARS

(2025 - 2027)

TENDER NO.: SCL/64971/FORWARDER-SEA/2025

TENDER INVITING AUTHORITY

SEMI-CONDUCTOR LABORATORY

MINISTRY OF ELECTRONICS &

INFORMATION TECHNOLOGY (MeitY)

GOVERNMENT OF INDIA

SECTOR 72, SAS NAGAR (MOHALI)

PUNJAB – 160 071

Mr. Harjeet Singh

DIRECT - 0172-2296183

Email: harjeet@scl.gov.in

BID DOCUMENT

Online bid (Qualification cum Financial) valid for a period of 120 days from the date of Bid opening (i.e.28.05.2025) are invited for and on behalf of SCL, S.A.S. Nagar

Name of Work	APPOINTMENT OF FORWARDER CUM CUSTOMS HOUSE AGENT FOR SEA SHIPMENTS
Date of Publishing	29.04.2025 (17.00 hrs.)
Clarification Start Date and Time	29.04.2025 (17.00 hrs.)
Clarification End Date and Time	13.05.2025 (11:00 hrs)
Queries (if any)	No queries will be entertained after clarification end date and time
Bid Submission Start Date	29.04.2025 (17:05 hrs.)
Last Date and time of uploading of Bids	27.05.2025 (15:00 hrs.)
Last Date and time of submitting , EMD and other documents at SCL, SAS Nagar(if any)	26.05.2025 (14:30 hrs.)
Date and time of opening of Bid	28.05.2025 (15:30 hrs.)
Date and time of opening of Financial Bids	Shall be intimated separately to qualified bidders

Interested parties may view and download the tender document containing the detailed terms conditions from the website <https://eprocure.gov.in/eprocure/app>

(The bids have to be submitted online in electronic form on www.eprocure.gov.in only. No physical bids will be accepted.)

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INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <https://eprocure.gov.in/eprocure/app>, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. Bidders are required to submit offers along with prescribed Earnest Money Deposit (EMD) amount of Rs. 1,50,000.00 (Rupees One Lakh Fifty thousand Only) as per details in the tender. EMD instrument in original should be sent in a sealed cover with a covering letter quoting tender number and same must reach us prior to due date of tender. The scanned copy of EMD instrument should be attached online with the tender.

1. REGISTRATION:

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) by clicking on the link "Online Bidder Enrolment" option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/registration, the bidders should provide the correct/true information including valid email-id mobile no. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token/Smartcard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then login to the site through the secured login by entering their user ID/password and the password of the DSC/ e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS:

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and

download the complete tender document and should take into account corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained on line through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule.
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

4. SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/tender document. The details of the DD/BC/BG/ others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) **While filling the rates in XLS format, utmost care shall be taken for uploading Schedule of quantities and Prices and any change/modification of the price schedule shall render it unfit for**

bidding.

Bidders shall download the Schedule of volume and Prices (BOQ_ForwarderSea) i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.

If the template of Schedule of Quantities and Prices file is found to be modified/ corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 23.0 of ITB including forfeiture of EMD if any.

- (viii)** Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (ix)** After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (x)** Bidders should follow the server time being displayed on bidder’s dash board at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xi)** All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

5. ASSISTANCE TO BIDDERS:

- (i)** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contract person indicated in the tender.
- (ii)** Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is support-eproc@nic.in

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INSTRUCTIONS TO BIDDER

1. PREPARATION AND SUBMISSION OF BIDS:

a. The detailed tender documents may be downloaded from <https://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <https://eprocure.gov.in/eprocure/app>.

b. The bidder should submit the bid online in two part viz. Technical Bid and Financial Bid. Technical Bid and Financial Bid should be uploaded online in separately.

2. SUBMISSION OF THE BID : All interested eligible bidders are requested to submit their bids online on CPP Portal: <https://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

a. Qualification Bid and Financial Bid should be upload online in separately.

b. Both Qualification and Financial Bid cover should be placed online on the CPP Portal (<https://eprocure.gov.in/eprocure/app>).

A.1. ELIGIBILITY CRITERIA: Prospective parties meeting the following requirements should only submit the bid to SCL:

- i. The prospective parties should have minimum experience of two years in logistics business for handling sea shipments.
- ii. The prospective parties should have a valid CHA licence showing the experience of two years for the port mentioned in the Tender.
- iii. The prospective parties should have an organized and established set-up for collection and movement of cargoes via Sea, from the overseas vendors to Sea-Port at Nhava Sheva, Dry-Ports in NCR region
- iv. Certificates of successful running/completed contracts for the said services with at least a Govt. Institutes/organizations with their name, telephone no. and the contact person.

A.2 Prospective parties should provide following documents in support of their compliance to the above eligibility criteria and should be uploaded (Under Cover-1) within the period of bid submission as part of their bid at online on CPP Portal: <https://eprocure.gov.in/eprocure/app>:

- i. A copy of Incorporation/ Certificate of Registration of firm showing that they are engaged in Logistics Business for last two years.
- ii. A write up on their organizational structure including their set-up for collection and movement of cargoes from foreign locations.
- iii. Self attested copy of GST & PAN copies.
- iv. Certificate of successful running/completion of the atleast one contract evidencing handling of the sea shipment in last 2 years with organization name, contact person, telephone no. and period of contract.

- v. Scanned copy of tender acceptance letter.
- vi. Filled up response fully stamped and signed by authorized bidder to be scanned and uploaded

3. Financial Bid

While preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.Xls” format with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.

- 4. While preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.Xls” format with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.

5. Last Date for Submission of Tender:

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. SCL, S.A.S. Nagar may, at its own discretion, alter/extend the last date for submission of tender.

6. Bid Validity

- a. All the Bids must be valid for a period of 120 days from the last date of submission of the tender for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, SCL, Mohali may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 120 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

7. Modification / Substitution/ Withdrawal of bids:

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's due Date.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

8. Rejection of the Bid: The bid submitted shall become invalid and tender fee shall not be refunded if:-

- a. The bidder is found ineligible.
- b. The bidder does not upload all the documents as stipulated in the bid document.

9. PROCEDURE FOR EVALUATION OF BIDS:

Qualification Bids Evaluation Criteria:

The bids of the parties meeting the eligibility criteria regarding the minimum experience as mentioned in A.1 (Eligibility Criteria) above shall qualify for further processing. Price bids of qualified parties shall be

opened only.

Price Bids Evaluation Criteria:

The following elements shall be considered for evaluation of Price Bids:

- (i) The bidders shall be evaluated based on their original bids submitted in accordance with the instructions given in this Tender Document and no modified/revised bid shall be considered for evaluation.
- (ii) SCL desires to achieve minimum overall cost (comprising freight charges & other costs, Customs clearance and delivery charges) for all the sectors as mentioned in the tender.
- (iii) SCL wish to award a single contract for all activities, hence Bidder(s) are required to provide rates for all the categories. If any bidder is not providing rates for all sectors, his quoted will be excluded from the tendering process.
- (iv) Compliance with the payment terms prescribed in this tender document. In the event, the bidder offers payment terms stringent than SCL prescribed payment terms, the bid of the bidder shall be loaded appropriately.

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INVITATION TO TENDER

APPOINTMENT OF FORWARDER FOR SEA SHIPMENTS

Please note all bid related documents scanned copy is to be submitted on the online portal, only Demand draft has to reach physical on mentioned address. (If applicable)

The tender document along with other details may be downloaded from the CPP Portal:
<https://eprocure.gov.in/eprocure/app>

The acceptance of the quotation will rest with the competent authority of SCL, Mohali who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reasons.

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Ministry of Electronics and Information Technology, Government of India

Sector 72, S.A.S. Nagar – 160 071, Punjab

Phone: 0172 229 6183

E-mail: harjeet@scl.gov.in

Tender document

No: **SCL/64971/FORWARDER-SEA/2025**
2025

April 29,

Sub: **APPOINTMENT OF FORWARDER FOR SEA SHIPMENTS** - reg.

Our Enquiry No: **SCL/64971/FORWARDER-SEA/2025** dated **29.04.2025**

We are interested in procuring the below mentioned material(s). Kindly submit your quotation online on or before the bid closing date & time.

Sl. No.	Brief description of the material(s)	Period
1	APPOINTMENT OF FORWARDER FOR SEA SHIPMENTS	For 2 Years

Terms and Conditions:

1. SCL reserves the right of accepting or rejecting any quotations without assigning any reason thereof.
2. For any queries please mail us at harjeet@scl.gov.in, ashutosh.gour@scl.gov.in Contact No: 0172-2296183/74.
3. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.
4. This is only an enquiry and not a Contract agreement.
5. The Purchaser reserves the right to accept or reject any bid, and to amend the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

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Filled up response fully stamped and signed by authorized bidder to be scanned and uploaded

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: _____

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: SCL/64971/FORWARDER-SEA/2025

Name of Tender / Work:- **APPOINTMENT OF FORWARDER FOR SEA SHIPMENTS**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s)namely:

_____as per youradvertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____to _____(including all documents like annexure(s), schedule(s), etc ..), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public Sector Undertaking.

6. I / We certify that all information furnished by our Firm is true correct and in the event that the informationis found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Scope of Work

Tender Ref. No. SCL/64971/FORWARDER-SEA/2025

Filled up response, duly signed and stamped by authorized bidder to be scanned and uploaded

S.No.	Scope of Work details	Compliance (Yes /No)
FFA's Role		
1.	Follow up with SCL's suppliers for taking delivery of the cargoes in accordance with SCL's Purchase orders/Letters of Credit.	
2.	Movement of Cargo in LCL or FCL as per instructions/rules, on first available vessel.	
3.	To ensure that Shipping Documents are in accordance with SCL Purchase Order w.r.t. Packing, Labeling, Marking or any other instructions.	
4.	SCL have standing instructions in all its Purchase Orders that packing of cargoes should be sea transport worthy. However, Forwarders/ their counterparts will also ensure that cargo is securely packed and is sea/road transport worthy.	
5.	Dispatch of Cargo via Sea-freight to Sea port at Nhava Sheva or Dry Ports in Delhi NCR. Shipping documents would comprise all documents such as Invoice, Packing List, Bill of Lading/Sea-way bill, Delivery Order and other relevant documents.	
6.	To liaise with Shipping lines/Carriers for collection of short/lost cargo certificate whenever required and furnishing the same to SCL.	
7.	Forwarder will be required to pay all applicable shipping line charges, port charges, Govt. charges, CFS charges, Stamp duty or other applicable charges on behalf of SCL and the same shall be reimbursed to Forwarder alongwith their bill.	
8.	To provide relevant information by Telephone/e-mail to SCL (Purchase & Stores Division) on the status of cargo booking and forwarding by overseas agents and expected date of arrival.	
9.	Majority of sea shipments of Raw Materials, Chemicals and Gases etc. falls under Hazardous/Dangerous Cargoes and may require careful handling during loading at origin, unloading at destination and during sailing.	
CHA's Role		

10.	Delivery/Collection of Cargo Arrival Notice (CAN)/Sea-Way Bill/HBL/MBL and associated relevant documents to/from Shipping lines/ Ocean Forwarders. (Some of shipments may arrive on CIP basis or through vendor's Ocean Forwarder).	
11.	Preparation and filing of Bill of Entry of the imported shipments with the appropriate Customs Authorities consistent with the prevailing Export-Import Policy, Hand Book of Procedures, Customs Tariff and Customs Manual or any other guidelines or rules or laws as may be applicable, for assessment, compliance with other custom clearance procedures such as examination, issuance of Demurrage Challan, Delivery Gate pass etc. for obtaining release of shipments from Custom Authorities. Contractor should ensure that proper, exact and minimum customs duty is payable as per the Customs Tariff.	
12.	Submission, Execution and subsequent cancellation of re-export Bonds under the prevailing rules/regulations.	
13.	Arranging NOC from Drug Controller of India, FSSAI or other relevant agency.	
14.	Bonding/Ex-bonding of SCL shipments into/from customs warehouses as and when required.	
15.	Obtaining delivery of SCL shipments from Customs Bonded warehouses/Sea-Ports/Port trust upon completion of Customs clearance formalities, and delivery of customs cleared shipments to SCL, SAS Nagar by Road transport.	
16.	To liaise with carriers/Shipping Lines/ forwarding agents for collection of short/lost cargo certificates whenever required and to ensure appropriate reporting in this regard on the Bill of Entry or other relevant papers by concerned customs authorities and assessment/payment of customs duty accordingly.	
17.	Effective liaison and interaction with the concerned customs authorities and providing them necessary justification/clarifications on Export-Import Policy, Customs Tariff for expeditious assessment, examination and customs clearance of SCL shipments.	
18.	Effective liaison and interaction with concerned officials of SCL for expeditious custom clearance of SCL shipments or settlement of related issues.	
19.	Assistance for procedural compliance and suitable settlement of Demand Notices, claims of Customs Authorities, Customs refund and Customs draw-back cases. Assistance for filing of	

	appeals or representations to the concerned authorities as and when required for the shipments handled during the operation of the contract or as may be asked by SCL. This shall exclude matters with CEGAT/CESTAT.	
20.	Contractor will give importance to SCL cargoes to avoid Penalty, Demurrage/Storage Charges/Ground Rent taking all necessary steps to clear the shipments within free period allowed by the Customs/Shipping lines. Penalty, Demurrage/Storage Charges/Ground Rent if paid due to reasons attributable to Contractor, shall be debited to Contractor without any justification.	
21.	Contractor will remain abreast with amendments, notifications of Export-Import Policy, Customs Tariff or Act particularly relevant to electronics industry.	
22.	Contractor will assure SCL against any loss/damage that may arise due to their default or negligence or infringement upon Customs Clearance/Warehousing laws, Procedures or Regulations as may be prevailing at the Port of Import.	
23.	Normal delivery time will be 930 Hours to 1700 Hours, Monday to Friday. In case vehicle arrives beyond the abovementioned time, vehicle will not be allowed to enter into SCL's premises.	

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

PROPOSED COUNTRIES OF IMPORT

S/N	COUNTRY	CURRENCY FOR FREIGHT BILL	INDICATIVE VOLUME FOR 2 YEARS (NUMBER OF SHIPMENT)		
			LCL	FCL 20 feet container	FCL 40 feet container
1.	CHINA	USD	0	0	0
2.	DUBAI (UAE)	USD	0	0	0
3.	ISRAEL	USD	0	1	0
4.	SINGAPORE	USD	0	1	0
5.	SOUTH KOREA	USD	1	1	0
6.	TAIWAN	USD	0	2	0
7.	THAILAND	USD	0	1	0
8.	UNITED KINGDOM	USD	0	2	0
9.	USA	USD	0	1	0
	Total		1	9	0

Commercial and Other Terms & Conditions

Tender Ref. No. SCL/664971/FORWARDER-SEA/2025

Filled up response fully stamped and signed by authorized bidder to be scanned and uploaded:

S/N.	TERMS	BIDDER'S RESPONSE/ COMPLIANCE
1.	Freight Forwarding rates for transportation of shipments via Ocean/Sea, should be quoted as per FFA-BOQ for each country as indicated in this Tender document to Nhava Sheva seaport, Navi Mumbai, on charges collect basis.	
2.	Contractor shall quote the clearance charges and delivery charges considering all aspects of the Scope of Work strictly in CHA-BOQ. Charges which are not part of the contract shall not be payable.	
3.	Indicative Volume: Indicative volume for customs clearance of each category as shown in the BOQ for FFA & CHA services is on the basis of estimation for next two years requirement. However this volume and category may change on actual basis and payments shall be made on actual basis.	
4.	For delivery of cargo by SCL's suppliers on Ex-works basis/FCA/FOB other than Ocean/Sea ports, Ex-works charges should also be quoted in BOQ.	
5.	Other charges like Shipping lines charges, container survey, Insurance, handling, local transportation, THC, charges applicable as per ICD/CFS tariffs, Stamp duty, Fork Lift, repacking charges etc., plus GST as applicable shall be paid by FFA and the same shall be reimbursed against submission of documents alongwith FFA's bill.	
6.	Demurrage payable by SCL due to delayed delivery of Delivery Order/Shipping Documents or If levy of Penalty and/or Port charges/Demurrage charges are incurred for reasons attributable to Contractor shall be recovered from Contractor.	
7.	Contractor shall be fully responsible for any loss or damage to SCL cargo or to the third party on account of default or negligence on Contractor's part, transshipment or infringement upon Nation or International regulations. Any losses or other liabilities arising thereof upon SCL will be recovered from Contractor.	
8.	Contractor shall give adequate prior notice alongwith cogent reasons before disruption of operations with regard to SCL cargoes for settlement of outstanding issues if any.	
9.	In case Contractor is unable to provide required services for	

	whatever reason(s) and for any cargo, SCL will have the right to commission alternate source for such services and recover additional charges over and above contract charges including incidence of customs duty from Contractor.	
10.	Contractor shall promptly inform SCL of any benefits which could accrue due to any reduced rates by shipping company or any other statutory amendments during the validity of the contract and promptly act to pass on the full benefits from the date such benefits accrue or become applicable.	
11.	The secrecy, security and safety of the consignments are of paramount importance. Contractor shall take adequate care for the safety of the consignments during the handling and transportation.	
12.	<p>The rates shall remain firm during the validity of the contract. However, in the event of increase/decrease in the diesel price (ex-Mumbai) from the date of signing of contract, the transportation charges shall be increased/decreased. (Price reference of Public Sector Oil companies shall be considered.)</p> <p>Escalation/De-Escalation clause shall be applicable only, when the impact of series of diesel price increase/decrease results in accumulated net increase/decrease of more than Rs.2.00/- per Liter (Rs. Two Only) from the base contracted rate of HSD.</p> <p>Such increase/decrease shall be applicable only for the prospective period from the date, on which the accumulated impact reaches more than Rs.2.00 & above.</p> <p>The formula for escalation/de-escalation of transport charges is as follows :</p> $0.25 \times A \times \frac{(C-B)}{B}$ <p>A = Base Rate for transportation as per contract. B = Ruling price of HSD applicable at Delhi as on date of contract. C = Revised price of HSD at Delhi.</p>	
13.	Contractor shall deliver customs cleared shipments alongwith the Bill of Entry (Importer copy) and a copy of Invoice at SCL. Loading of material on the vehicles, if required, shall be the responsibility of Contractor.	
14.	<p>PUBLICITY:</p> <p>No publicity or any kind what so ever regarding this contract shall be given by Contractor without prior permission of SCL.</p>	
15.	<p>SUBLETTING OF CONTRACT:</p> <p>The Contract shall not be sublet, transferred or assigned to any</p>	

	other firm, person(s) without prior written permission of SCL.	
16.	<p>CONFIDENTIALITY:</p> <p>Contractor shall not divulge the information relating to the documentation/drawing etc., that are not in public domain and exclusively provided by SCL for its own requirements, to any third party and shall not use for CHAs own commercial purposes, without prior written consent from Purchaser.</p> <p>Further Contractor shall maintain absolute secrecy and security of the documentation/drawings and other technical documentation supplied by Purchaser for the purpose of transportation and/or customs clearances and Contractor shall return the same to Purchaser after completion of the work.</p>	
17.	<p>PAYMENTS:</p> <p>Contractor shall raise invoices for Forwarding, customs clearance and delivery of goods separately. Taxable and Non-taxable charges should be indicated separately for TDS purpose. If no bifurcation is made in taxable & non-taxable charges, TDS shall be applicable on entire bill.</p> <p>Payments towards customs clearance and delivery charges including reimbursement of Shipping line charges, container survey, Insurance, handling, local transportation, THC, charges applicable as per ICD/CFS tariffs, Stamp duty, Fork Lift charges etc., plus GST shall be made to Contractor in Indian rupees within 30 days from the date of submission of Bill(s) alongwith Bill of Entry (Importer copy)/Delivery Challans and relevant information/ documents to SCL. Exchange rate applicable for payment in Indian rupees shall be the rate prevailing on the date of Landing of Shipment at port. The exchange rate for the purpose of freight calculations shall be taken from Indian Customs. Contractor shall also submit documentary evidence of the exchange rate taken as above alongwith their bills.</p> <p>All payments shall be releases after deduction of TDS as per the applicable Rules/Acts.</p>	
18.	<p>TERM</p> <p>The Term of the contract shall be two years from the date of its award or date of operation as mentioned therein. The contract after its expiry may be further extended for a period as mutually agreed. On natural expiry of the contract, Contractor shall continue to render services to SCL till such time all pending cargo notified to/for Contractor under the Contract are fully serviced. However, upon SCL's written request Contractor shall immediately cease to follow up or take delivery/customs clearance of any of SCL's cargo.</p>	

<p>19.</p>	<p>PERFORMANCE BANK GUARANTEE:</p> <p>Upon award of contract, contractor shall be required to provide SCL a Performance Bank Guarantee as per proforma provided by Purchaser for an amount of 10% value of the total contract value based on the volume projected in the Tender. SCL reserves the right to encash said Bank Guarantee in the event of Contractor's failure to fulfill the contractual obligations.</p> <p>The Bank Guarantee shall be repudiated with the expiry of the contract provided there is no claim pending on the Contractor on the date of expiry of the contract. The Performance Bank Guarantee shall be submitted from any scheduled bank having branch in India and should be valid upto three months after expiry of the contract.</p>	
<p>20.</p>	<p>Liability for the Cargo:</p> <p>Contractor shall be completely responsible and accountable for proper handling, Storage, Safety and Care for goods while at the custody of Contractor upto the port of Origin. The cargoes picked-up from overseas suppliers/contractors shall be adequately covered with Insurance, charges of which shall be borne by Contractor. In the event of loss, damage, destruction to the goods while at the custody of Contractor's overseas associates/agents, Contractor undertakes to compensate the loss to SCL, which will be limited to the value of goods.</p> <p>In the event of loss or damage or destruction to the goods after entrusting to the Shipping lines for carriage, the liability to compensate SCL solely rests with Contractor in liaison with the concerned airlines. The compensation herein shall, however, be subject to the provisions of The Indian Carriage of Goods by Sea Act 1925 as amended by the Protocol signed at Brussels in 1968 & 1979 or any modification thereof, from time to time.</p>	
<p>21.</p>	<p>TERMINATION OF CONTRACT:</p> <p>In the event of Contractor fails to fulfill the contractual obligations, SCL reserves the right to terminate the contract without giving any notice and with no obligation to SCL. Contractor shall however, continue to render services to SCL till such time all pending cargoes notified to the Contractor under the Contract, are fully serviced. However, on SCL's written request Contractor shall immediately cease to follow up or take delivery, customs clearance of any of SCL's cargoes. If Contractor wishes to terminate the contract, three months prior notice shall be required.</p>	
<p>22.</p>	<p>FALL CLAUSE:</p>	

	<p>a) The prices charged under the Contract by the party should in no event exceed the lowest price at which the party charges for identical description to any other person during the period of the Contract. If at any time, the prices are reduced, the same shall be notified to the Purchaser and shall stand correspondingly reduced.</p> <p>b) The Purchaser shall reserve the right to enter into parallel Rate Contract/s simultaneously, or at any time during the period of the Rate Contract, with one or more Tenderers, and to terminate the Contract by giving one month s notice.</p>	
23.	<p>ARBITRATION: In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in New Delhi in the Arbitration and Conciliation Centre – New Delhi (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be “English” only. Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the PURCHESER or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.</p>	
24.	<p>JURISDICTION: The contract shall be subject to the exclusive jurisdiction of Civil Courts in Distt. Mohali (Punjab) irrespective of anything mentioned in any correspondence or otherwise.</p>	
25.	<p>APPLICABLE LAW: The Contract shall be interpreted, construed, and governed by the laws of India.</p>	

26.	Any Other Term:	
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Yours Faithfully,

(Signature of the Bidder, with Official Seal)

