



HINDUSTAN ORGANIC CHEMICALS LTD, AMBALAMUGAL, COCHIN – 682 302

(A Government of India Enterprise)

Phone: (0484) 2720911, FAX No. (0484) 2720893

OPEN-E- TENDER NOTICE

HOCL Invites E-Bids under the two bid system for the following item.

Sl. No.	Description of item and Tender No.	Qty (Approx)
1	We are interested in appointing C & F agent for the customs clearing & forwarding work connected with the imports/SEZ procurements to our factory for a period of 2 years from the date of issue of work order. The import consignments will be arriving at Kochi Port/Kochi International Airport. SEZ procurements will be from Mangalore OMPL, Karnataka. If you are meeting the eligibility criteria and interested in carrying out the above job, you may please submit your offers in two bid system as per details given below: HOCL TENDEDR REF : MAT/PUR/10826/21	AS PER BOQ ATTACHED

Tender documents may be downloaded from www.hoclindia.com or www.eprocure.gov.in

Interested parties may please get registered with NIC e-procurement portal (URL: <https://eprocure.gov.in/eprocure/app>.) to participate in the tender. Tenders submitted other than through online procedure specified will not be accepted. Please visit the above sites regularly for any addendum/ corrigendum/extension before submitting the offers.

EARNEST MONEY DEPOSIT (EMD):- NIL

Due Date & time for bid submission : 26.11.2021 at 02.00 PM

Tender Opening Date & Time : 27.11.2021 at 2.00 PM

Thanking you,
Yours faithfully,
For HINDUSTAN ORGANIC CHEMICALS LTD.

B.BALACHANDRAN बी.बालचंद्रन

GM (Materials) महाप्रबंधक (सामग्री)

MAT/PUR/10826/21

05.11.2021

Dear Sirs,

We are interested in appointing C & F agent for the customs clearing & forwarding work connected with the imports/SEZ procurments to our factory or a period of **2 years** from the date of issue of work order. The import consignments will be arriving at Kochi Port/Kochi International Airport. SEZ procurements will be from Mangalore OMPL, Karnataka. If you are meeting the eligibility criteria and interested in carrying out the above job, you may please submit your offers in two bid system as per details given below.

Interested parties may please get registered with NIC e-procurement portal (URL: <https://eprocure.gov.in/eprocure/app>.) to participate in the tender. Tenders submitted other than through online procedure specified will not be accepted. Please visit the above sites regularly for any addendum/ corrigendum/extension before submitting the offers.

EARNEST MONEY DEPOSIT (EMD):- NIL

ESTIMATED VOLUME OF WORK

Approximate no of AIR CONSIGNMENTS - 25 NOS/Year

Approximate no of SEA CONSIGNMENTS - 6 NOS/Year(FCL/LCL)

Approximate no of Tanker load CONSIGNMENTS from Mangalore - 600Nos/Year

TENDER NO. : MAT/PUR/10826/21 DTD. 05.11.2021

Due Date & time for bid submission: 26.11.2021 at 02.00 PM

Tender Opening Date & Time: 27.11.2021 at 2.00 PM

Bids should be submitted as per details given in Annexure enclosed.

Opening date and time of Price Bids will be intimated to the technically qualified bidders.

Thanking you,

Yours faithfully,

For HINDUSTAN ORGANIC CHEMICALS LTD.

B.BALACHANDRAN बी.बालचंद्रन

GM (Materials) महाप्रबंधक (सामग्री)

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ANNEXURE- I

GENERAL INSTRUCTIONS TO BIDDERS FOR E- BID SUBMISSION

Please submit your e-bids under the two bid system conforming to the specifications and the terms and conditions attached as per instructions given below:-

1. HOCL has entered into an Agreement with nic for e procurement through their portal www.eprocure.gov.in. Quotations shall be submitted online on or before the due date and time of closing the tender. The Techno commercial bid containing the Technical specification of the Products and Proof of satisfactorily meeting the Eligibility Criteria and all commercial terms should be uploaded as per instructions given in Annexure. **EMD- NIL/-**. The Price bid should be submitted in price bid format given (BOQ).
2. Techno commercial bid shall be opened electronically on specified date and time given in NIT. Bidders can witness the electronic opening of bid .The date and time of opening of the price bids will be intimated to the technically qualified bidders after evaluation of the Technical bids via email alerts through the valid email confirmed.
3. The bid shall contain as integral part of the same the following compliance statement: "We have read, understood and accepted the terms and conditions of purchase and related documents forming part of this enquiry.
4. The bids shall be neatly typed in English language with pages consecutively numbered and shall be signed on all pages by authorized persons. Bids shall be free from over writing and all corrections shall be duly attested by the bidder.
5. Bidders should carefully study the documents of this enquiry. All terms and conditions set out there in the enquiry shall be binding on the bidders unless conflicting with any terms and conditions expressly stated by HOCL while accepting any bid, in the event of such acceptance.
6. HOCL reserves the right, without assigning any reason whatsoever, to accept or reject any or all bids in part or in full or cancel this enquiry.
7. HOCL reserves the right to extend without giving any reason(s) the closing date/time of the enquiry.
8. Bids shall be valid for a minimum of 60 days from the due date for receipt and opening of the bids.
9. Purchase Preference to Central Public Sector Enterprises of Govt. Of India and MSMEs shall be as per Govt. of India policy in vogue.

TENDER NO MAT/PUR/10826/21- TECHNICAL BID

ALL THE DETAILS ASKED BELOW MAY BE FURNISHED ON YOUR LETTER HEAD. SEPARATE SHEETS MAY BE ATTACHED WHEREVER SPACE IS FOUND TO BE INSUFFICIENT. NOT FURNISHING COMPLETE INFORMATION WILL LEAD TO REJECTION OF APPLICATION)

1. NAME & LOCAL ADDRESS :
{(With Mobile Number and E-mail id)} :

2. (a) TYPE OF FIRM :

(b) NAME OF PROPRIETOR/ PARTNERS/ DIRECTORS:
(Enclose copy of the partnership deed wherever applicable)

LOCAL PHONE NO:

LOCAL EMAIL ID:

CONTACT PERSON:

MOBILE NO OF CONTACT PERSON:

HEAD OFFICE ADDRESS:

HEAD OFFICE PHONE NO:

H.O. EMAIL ID:

YEAR OF ESTABLISHMENT OF BUSINESS:

Number of years of experience in customs clearance of imported consignments:

Enclose copies of work orders/purchase orders of important customers in the last three years:

Any other information which you wish to furnish for considering you for registration:

Deviations, if any, from the tender conditions may be clearly spelt out.

Certified that the above information is true and that we have not been blacklisted by any other public sector unit/ government sectors in the past.

Name & Signature:

Seal

Date:

ANNEXURE – III

(KINDLY FILL THIS SHEET AND SUBMIT IN -COMMERCIAL/TECHNICAL BID)

Name of Bidder:		
Sr. No.	Commercial Clauses	Bidder Confirmation (Please put ✓ in front of your confirmation)
1	Whether bidder (a proprietary concern, Partnership Firm, Company) is currently on holiday list/black list/de-listed or has been put on holiday/blacklisted/de-listed at any PSU/govt. Organization. If so, give details.	<input type="checkbox"/> Yes, We are on holiday List/Black List/De-List <input type="checkbox"/> No
2i	Whether the party is registered under Micro/Small/Medium Enterprises act 2006 (Please furnish the proof)	<input type="checkbox"/> Micro <input type="checkbox"/> Medium <input type="checkbox"/> Small <input type="checkbox"/> No
2-ii	Status of MSE Bidder	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Services <input type="checkbox"/> Not Applicable
2-iii	Whether MSE bidder is offering product manufactured by him/her	<input type="checkbox"/> Yes <input type="checkbox"/> No
3i	All MSE bidders shall register / declare their UAM Number on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012. <u>SSI/MSME/NSIC/UAM /DIC registration certificate</u>	<input type="checkbox"/> Mention UAM Number <input type="checkbox"/> Not Applicable
3-ii	Submitted valid document against clause no 3i	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
4i	Whether the proprietor of “MSME” enterprise is from SC/ST category (Please attach caste certificate issued by competent authority)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4ii	Whether the proprietor of “MSME” enterprise is woman (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies)	<input type="checkbox"/> Yes <input type="checkbox"/> No
4iil	Submitted certificate against clause no 4ii	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable
5	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY: It is hereby stated that the quotation/offer submitted is in full compliance with the documents issued against the enquiry and also further confirmed that there is no deviation from all the terms and conditions as per the enquiry. Non-acceptance or deviation to HOCL’s standard terms and conditions mentioned in enquiry documents may lead to rejection of offer, no correspondence shall be done for clarifications	<input type="checkbox"/> Agreed <input type="checkbox"/> Not Agreed
DATE: SIGN AND STAMP OF BIDDER		

ANNEXURE –IV

TENDER NO MAT/PUR/10826/21 - UNPRICE BID

SL.NO	DETAILS	RATE IN RUPEES	
		In Figure	In Words
1	<u>C&F</u> A). All inclusive rate for C&F work of liquid bulk cargo at Cochin Port - Rate/MT		
	b) All inclusive rate for C&F work of packed items through CPT or CIAL – Rate/clearing		
2	Transportation charges for bringing 20 ft container from Cochin port to HOCL site after customs clearance Rate / Each		
3	Transportation charges for bringing 40 ft container from Cochin port to HOCL site after customs clearance Rate / Each		
4	All inclusive charges for C&F work for clearing each tanker load of Benzene(20 to 40 MT)from OMPL Mangalore Rate / Each Tanker		

We agree to maintain the above rate firm for a period of **2 years** from the date of issue of work order.

NAME & SIGNATURE:

SEAL

DATE:

GENERAL TERMS AND CONDITIONS –TENDER NO MAT/PUR/10826/21

1. Eligibility Criteria -Experience/CHA Registration

Bidders should have handled clearing of imported consignments for major PSU's or Government Departments/Undertakings and shall be registered with valid CHA License. Bidders should furnish copies of PO/Service Orders executed during the previous three financial years and CHA License in support thereof. **Copies of C&F work contracts executed and valid CHA License for Kochi / Mangalore to be enclosed with technical bid without which the bid is liable to be rejected.**

2. Submission of tender

Tender should be submitted in two bid system as per annexure-I

3. Period of Contract & Rate

The contract shall be placed (unless terminated earlier) for a period of **2 years** from the date of Order placement. The company also reserves the right to terminate the contract at any time and without assigning any reason therefore by giving one month notice of their intention to do so in writing to the clearing agents and the clearing agents shall not be entitled to any compensation for such termination. **The rate quoted shall be firm for the contract period.**

4. Working Hours

Whenever so required by the Company, the clearing agents shall be responsible for performing all or any of the services detailed in and arising out of the contract round the clock throughout the period of this contract without any additional remuneration whatsoever. For the purpose of operation of this contract, only the holidays as observed by the port and customs authorities shall be recognized as closed holidays of the clearing agents also.

5. Volume of Work

No guarantee can be given as to any definite volume of work which will be entrusted to the C&F agents at any time throughout the period of contract. Refusal or inability to handle all or any of such work allocated shall be deemed to be breach of contract. Hazardous cargo are also expected to be included in the incoming consignments.

6. Instructions for work, liaison etc.

The company will furnish complete shipping documents necessary for clearance of cargo with definite instructions of delivery point etc.

The clearing agents shall invariably attend/approach local agents/steamer agents/any other authority as and when and for the purpose of clearance/shipment of cargo, required for collection of data/particulars etc. necessary for processing bills of entry.

7. Service to be performed by the clearing agents

The clearing agents shall render all or any of the services stipulated hereinafter and as directed from time to time by the company. If the clearing agents fail at any time to render all or any of the services under the contract satisfactorily in the opinion of the company (whose decision shall be final and binding on the clearing agents) they may at their option get the work done by other parties at the risk and cost of the clearing agents.

8. Duties and responsibilities of clearing agents

A. CHA Procedure at Mangalore for Tanker loads

Prior to Tanker Entry

User ID & Password of SEZ portal will be created by OMPL SEZ. Payment of Customs Duty will be made by HOCL through electronic transfer and details will be sent to C&F Agent at Nedumbassery/Willingdon Island/ Mangalore.

Paper work related to Duty payment will be made by the CHA against the quantity mentioned in PO & Proforma Invoice through online or at bank.

CHA to obtain signature from SEZ Authorised Officer(AO) in the Bill of Entry and needs to provide a copy to OMPL.

All Tanker's should be inspected before sending for loading from OMPL.

Before Tanker Exit

Gate pass generated by OMPL has to be taken to SEZ AO for authorisation and submitted back to OMPL.

Collecting all documents like Tax invoice, Gate pass, Weighment slip & take the vehicle out.

After Tanker Exit

Generation of e-way bill.

B. For Imports

Clearance instructions will be issued by the company giving particulars of cargo to be cleared, name of the steamer and place of delivery or dispatch alongwith relevant shipping documents whenever available.

On receipt of the instructions, the clearing agents shall immediately prepare the necessary papers for presenting to the customs, steamer agents, port authorities or other authorities like airlines etc. concerned and arrange to obtain delivery of the cargo.

If the documents received are not sufficient they shall arrange to present indemnity bonds or guarantee or such other documents that may be required to be presented for immediate clearance with the prior approval of the company. The clearing agents shall have to take all adequate steps for obtaining delivery of the goods at the earliest time possible.

The clearing agents shall watch and safeguard company's interest during the discharge of the company's cargo from the ships to the quay into the lighter and barge/boat/rafters/dockers. Immediately after the cargo is landed on the quay, stored in warehouse or sheds as the case may be and take possession. By the help of the port authorities, the clearing agent shall carefully check each consignment with the invoice and measurement/packing lists and shortage/damages if any noticed shall be brought to the attention of the steamer company within the prescribed time limits and obtain shortage certificates, arrange survey etc. in case of shortage/damages.

When the cargo is landed in damaged condition, the clearing agents shall immediately apply and obtain survey reports from the Port Authorities/steamer agents/insurance agents, as the case may be, within the statutory time limit prescribed for the survey. The survey reports are required for the lodging claims and obtaining compensation from the parties responsible for compensating the damage/loss. Hence the clearing agents shall have to take care to ascertain that the responsibility for loss is not repudiated at a later stage by the carriers, insurance company or the port authorities on account of the time bar. The representative of the company should be associated during the survey, if required.

The clearing agents should be fully conversant with the relevant provisions of the carriage of goods act, the port trust act, customs act, rules/procedures etc. and take such steps to ensure that company interests are fully protected in the clearance of cargo entrusted to them. The clearing agents shall be required to perform all the duties which they are bound to do under the Customs Act, Port Rules and procedures as amended from time to time. Where cargo are not traceable, appropriate action should be taken to issue on the Port Authorities "Not Found" notice within the statutory period. The steamer agents should also be notified simultaneously. If they are found later on in a damaged condition, delivery should be taken after port trust and steamer survey. The clearing agents should ensure that all possible steps are taken to trace the "Not Found" package in the dock/sheds within a week and forward 'short landed certificate' from port or steamer agents.

As the cargo is usually insured, insurance survey should also be arranged apart from the port trust/steamer agent's survey.

The clearing agents shall make every endeavor to avoid demurrage or other infructuousexpenses, Demurrage charges would normally be to the clearing agent's account unless it is established to the satisfaction of the owner that such demurrage has been incurred due to circumstances beyond their control.

The clearing agents shall arrange collection of documents, as directed by the company from time to time. The clearing agents shall have to take all steps necessary to complete the handling and clearance work and all allied responsibilities thereto such as to produce the required certificates, papers or survey reports etc, in the event of discrepancies/shortages, damages etc. which will enable the company to obtain compensation from the concerned parties. If they fail to do so and the company is unable to recover damages/shortages as a result of the contractor's failure to perform his duties in time as envisaged herein, such losses sustained by the company shall be to the account of the clearing agents.

The clearing agents shall have to complete clearance and despatch of cargo and also complete shipment of cargo for which instructions and documents have been issued, finalise all customs and port trust formalities relating thereto within six months after the expiry of the contract. The clearing agents shall have to pursue all items of claims such as refund claims, short landing, damages etc. with the port authorities, customs authorities, etc. All refunds when received by the clearing agents will have to be sent to company immediately on receipt.

Contd...4/-

Air freight : The clearing agents shall be required to effect clearance of cargo arrived by air at CIAL and arrange to deliver at Ambalamugal after completing all formalities.

The clearing agents will have to maintain a close liaison with the Engineer/ Officer in charge of the Company to carry out the work entrusted to them with full responsibility and in the best interest of the company.

9. Payment of custom duty, landing and wharfage charges

Payment of Customs Duty will be made by HOCL through electronic transfer and details will be sent to C&F Agent at Nedumbassery/Willingdon Island/ Mangalore. All payments including Minor payments to customs for adjusting the difference in duty, payments to Port Authorities and Warehouse charges at Airport will have to be paid by the clearing agents and the same will be reimbursed to the clearing agents along with payment against their bill for the clearing charges. The following charges will be paid at actuals with supporting documents/vouchers.

Landing charges

Wharfage*

Transit Dues

Overtime to Customs/Port Trust

Crane Charge/Forklift Charges at Port/ Air Cargo complex for loading of consignments

Weights and Measurement Fee

Steamer/Airlines freight

Stamp paper for bonds

Charges if applicable

Expenses for placing & opening Haz. Containers for inspection

Expenses for loading Haz. Containers for dispatch

THC, DO, C NTR, Cleaning Charges

CFS CHARGES

Insurance Charges

10. Finalisation of Bill of Entry

The clearing agents shall be fully responsible for the finalisation of bills of entry from the time they are filed with the customs and to see that proper tariff is applied in assessment.

The clearing agents shall maintain close liaison with the company with regards to the processing of Bill of Entry and any difficulty experienced by them should be brought to the notice of the company promptly for finding a solution or to decide on the course of action to be taken. The clearing agents shall be responsible for any delay on their part without valid ground in submission/processing of Bill of Entry at Customs House.

11. Refund Claims/Duty Draw backs

The clearing agents shall file refund claims and prefer appeals as directed by the company. They shall also file necessary duty drawback claims as required by the Company.

12. Subletting of Contract

The clearing agents shall not sublet, transfer or assign the contract or any part thereof without the prior written approval of the company.

13. Payment:-Payment for the services rendered by the agency enumerated in this tender will be released within 30 days of bills raised by the agency after completion of the work relating to each shipment/Bills of Entry.

14. Unloading/loading charges for consignments including FCLs within the company will be taken care by the company. All charges in this context outside the company will have to be borne by the agents and company in no way is liable for these charges. Company shall spare no efforts to unload/load the consignments/containers within minimum possible time frame. However in the event of factors like non-availability of proper cranes/lifting tackles etc. agency shall not claim any compensation for the delay.

COMPANY RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS WITHOUT ASSIGNING ANY REASON. COMPANY ALSO RESERVES THE RIGHT TO GIVE PREFERENCE TO PUBLIC SECTOR ENTERPRISES AS ADMISSIBLE UNDER EXISTING POLICY. COMPANY ALSO RESERVES THE RIGHT TO REJECT ANY TENDER SOLELY ON THE BASIS OF PAST PERFORMANCE OF THE BIDDER IN THE COMPANY OR ELSEWHERE AND OPINION/DECISION OF THE COMPANY IN THE MATTER SHALL BE FINAL AND CONCLUSIVE.

I herewith express my willingness to accept all the terms & conditions in case the Work Order is placed on me. I have signed all the pages of this terms & conditions in proof of acceptance. I understand that not accepting any of the conditions makes our offer liable for rejection.

Signature :

Name & Seal :

Place :

Date :