

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687794244199

अनुबंध तिथि | Contract Generated Date : 12-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4720806](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Ports, Shipping and Waterways विभाग   Department : HOOGHLY COCHIN SHIPYARD LIMITED संगठन का नाम   Organisation Name : HCSL कार्यालय क्षेत्र   Office Zone: Howrah	पद   Designation : Manager Material संपर्क नंबर   Contact No. : 033-29558283-212 ईमेल आईडी   Email ID : sreerag.g.hcl@nic.in जीएसटीआईएन   GSTIN : 19AAECH3640L1ZD पता   Address : Hooghly Cochin Shipyard Limited, Satyen Bose Road P.O Danesh SK Lane Howrah, HOWRAH, WEST BENGAL-711109, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: AGM(Matls)-HCSL वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Sr. Manager (Finance)-HCSL	Role: PAO भुगतान का तरीका   Payment Mode: Internet Banking पद   Designation : smsbf ईमेल आईडी   Email ID : danikumar.mishra@nic.in जीएसटीआईएन   GSTIN : - पता   Address: Hooghly Cochin Shipyard Limited, Satyen Bose Road P.O Danesh SK Lane Howrah, Howrah, WEST BENGAL-711109, India

परोक्षी विवरण   Consignee Details		
क्र.सं.   S.No	परोक्षी नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 033-29558283-212 ईमेल आईडी   Email ID : sreerag.g.hcl@nic.in जीएसटीआईएन   GSTIN : 19AAECH3640L1ZD पता   Address : Hooghly Cochin Shipyard Limited, Satyen Bose Road P.O Danesh SK Lane Howrah, HOWRAH, WEST BENGAL-711109, India	Hiring of Custom House Agent - Lumpsum Based - Import; Outbound Freight Forwarding, Custom Clearance, Material Handling, Monitoring, Compliance Management; Oily Bilge water separator

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : 9VN1210003606733 कंपनी का नाम   Company Name : SHUVAM ENTERPRISES संपर्क नंबर   Contact No. : 09830075941 ईमेल आईडी   Email ID : SHUVAM@SHUVAM.COM पता   Address : 7/1,KANCHANA BUILDING,KOLKATA,RUSSEL STREET, Kolkata, WEST BENGAL-700071, - एमएसएमई चंजीकरण संख्या   MSME Registration number : UDYAM-WB-10-0012680 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 19ABLFSS594B1ZR	

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

सेवा विवरण   Service Details	
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 15-Mar-2024	सेवा समाप्ति तिथि   Service End Date : 15-Apr-2024

श्रेणी नाम   Category Name : Hiring of Custom House Agent - Lumpsum Based	
बिलिंग चक्र   Billing Cycle: monthly	

विवरण   Description	Quantity to be kept as 1	Lumpsum Cost for providing the services
Type of Shipment   Import	1	9558
Service Inclusions   Outbound Freight Forwarding, Custom Clearance, Material Handling, Monitoring, Compliance Management		
Nature of Cargo   Oily Bilge water separator		
Port for Clearance   Sea		
Type of Commodity   Non-Perishable Goods		
Hazard Status   Non-Dangerous		

कुल राशि (सूत्र) | Total Amount (Formula) :  
(Lumpsum Cost for providing the services\*1)

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)				9558
कुल ऐडऑन मूल्य   Total Addon Value(INR)				0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)				9558
<b>अतिरिक्त जानकारी   Additional Details</b>				
• Value of Consignment during the contract duration : 1200000				
<b>कर द्विभाजन   Tax Bifurcation</b>				
<b>विशेष   Particular</b>	<b>जीएसटी   GST (18%)</b>	<b>जीएसटी उपकर 1   GST Cess 1 (18%)</b>	<b>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST (100%)</b>	<b>जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%)</b>
Hiring of Custom House Agent - Lumpsum Based	1265.03	1265.03	1265.03	0
<b>अनुबंध की राशि   Amount of Contract</b>				
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)				9558
<b>मूल्य विभाजन की पेशकश की   Price Break up offered : <a href="#">प्राइज ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक   Price Break up offered Document link</a></b>				
<b>एसएलए विवरण   SLA Details</b>				
<b>SERVICE STC</b>				
<b>SPECIAL TERMS AND CONDITIONS FOR HIRING OF CUSTOM BROKER</b>				
A. All Hiring of Custom Broker related contracts placed through GeM shall be governed by the following set of Terms and Conditions:				
<ol style="list-style-type: none"> <li>General terms and conditions for Goods and Services. ("GTC")</li> <li>Service-specific terms and conditions ("STC") contained in this document.</li> <li>BID / Reverse Auction specific Additional Terms and Conditions ("ATC") as specified by the Buyer.</li> </ol>				
B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service-specific STC which shall supersede GTC, whenever there are any conflicting provisions.				
C. This document represents the Special Terms and Conditions ("STC") and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, stakeholders' obligations, and terms and conditions of all services covered as mutually understood by the stakeholders.				
<b>1. Objectives and Goal</b>				
The objective of this document is to ensure that all the terms and conditions are in place to ensure consistent delivery of services to the Buyer by the Service Provider. The goal of this document is to:				
<ul style="list-style-type: none"> <li>Provide clear reference to service ownership, accountability, roles, and responsibilities of both parties</li> <li>Present a clear, concise, and measurable description of services offered to the Buyer</li> <li>Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified</li> <li>To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</li> </ul>				
This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.				
<b>2. Stakeholders</b>				
The main stakeholders associated are:				
<ol style="list-style-type: none"> <li><b>Buyer:</b> The Buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed as per the contractual terms</li> <li><b>Service Provider:</b> The Service Provider is responsible to provide all the required services promptly. The Service Provider may also include the seller, supplier/bidder/contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document</li> </ol>				
The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and deductions in case of non-adherence to the defined terms and conditions.				
<b>3. Service Scope</b>				
Custom Broker service scope enables the Buyer to get clearance from the custom department for their consignment/packages transmitting internationally either import to Indian Ports or exporting through Indian Ports where in clearances are required by Custom Department. This service also enables consignment/packages transiting within country from port to Buyer location.				
<b>4. Terms and Conditions</b>				
<b>4.1. Buyer's Obligations</b>				
<ol style="list-style-type: none"> <li>The Buyer shall inform the contact details of the nodal officer who will be responsible to assist the Service Provider in providing consignment details and for the coordination purpose.</li> <li>In case of Export <ol style="list-style-type: none"> <li>Buyer to provide Export Invoice, GST Invoice, packing list, license, LUT Bond, exemptions, and any other documents as required.</li> <li>Buyer to provide Confirmation that AD Code, GST, and KYC Registration is completed at the nominated International Port as applicable.</li> </ol> </li> <li>In case of Import <ol style="list-style-type: none"> <li>Buyer to provide Pre-Alert documents prior to the arrival of cargo at the port of clearance including - AWB/MTD/BL, Invoice, Packing, and other applicable documents.</li> <li>Buyer to pay the customs duty as requested on the ICE-Gate portal to get clearances on time and safeguard from demurrage charges.</li> <li>Buyer to provide Confirmation that AD Code, GST, and KYC Registration is completed at the nominated International Port as applicable.</li> </ol> </li> </ol>				
<ol style="list-style-type: none"> <li>Buyer to convey the time of shipment arrival &amp; departure to the Service Provider in advance for clearance.</li> </ol>				

2. The Buyer must notify the Service Provider, as soon as possible after the Buyer becomes aware of the following conditions -
    1. For any problems, complaints, incidents, or accidents that occur during the contract including any form of inappropriate behaviour by the personnel.
    2. For any dishonest, wrongful, or negligent acts or omissions of its personnel or agents in connection with the services
  3. The buyer will immediately notify the Service Provider of any issues pertaining to the Bill of Entry/Shipping.
    - Buyer may inspect cargo under the custody of Service Provider at any time and verify relevant records/ documents. Buyer may also ask Service Provider to furnish relevant licenses in its name during the agreement.
    - Buyer is responsible to provide the Contract Documents, such as PO copy, technical leaflet/literature write-up, Duty Exemption Certificate, arranging bonds, Bank Guarantee, Bank Release Order whenever required. If there is any delay in providing the above and results in fine/penalty/demurrages/interest, buyer will bear the same and Service Provider will not be liable for any such fine/penalty/demurrages/interest also not impact will be made on the calculation of the service charges of the Service Provider.
1. In case Buyer's presence is required by Custom Department for any clarification with the documents at the time of clearance, the same will be facilitated by the Buyer.

#### 4.2. Service Provider Obligations

1. Service provider to provide easy access to the buyer for entry and exit of the port as and when required by buyer (whenever buyer shipment located at the port).
2. For dangerous consignment, Service Provider must use all the protective gears as prescribed by the buyer.
  - Service Provider to prepare and file Bill of Entry/Shipping Bill over ICE-Gate Portal and clear the consignment within the "Free Period Allowed".
1. For any problems/issues while preparing and filing of Bill of Entry same should be intimated to Buyer within the time specified by the buyer from the date of receipt of Cargo Arrival Notice, so as to avoid demurrage charges, storage charges etc.
2. Service Provider to ensure, before the "Free Period" whether the packages is/are received in externally sound condition or not, whether House Air Waybill (HAWB) is there on the package or not. If the package is wrongly labelled or HAWB is not fixed or missed, immediately Consolidator to be contacted and problems be resolved before the "Free Period", otherwise any demurrage/storage charges due to this has to be borne by the Service Provider.
3. In case Service Provider to pay any demurrage charges, storage charges it should be substantiated with proper reason in writing within days specified by buyer after the clearance of the consignment.
  - Service Provider must contact buyer on day-to-day basis and ensure no delay in collection of CAN and related documents for filing of Bill of Entry and clearing the same.
  - For the import shipments received through direct airlines, the Delivery Order charges will be paid by the clearing agent on behalf of buyer and buyer will reimburse the same along with service bill on production of original receipt.
1. It should be ensured by Service Provider that one set of documents such as CAN, Invoice, HAWB, MAWB, MBL and HBL, Packing List, Release Note, if any, collected from Consolidator as well as from other than Consolidator to be given to Buyer within 12 hours from the date of landing to know the details about our consignments.
2. In the event, the shipment is short landed, it should be ensured that Short Landing Certificate is collected & handed over to us for preferring claim towards non-delivery. Also, in the event of any short delivery of documents, Service Provider should contact buyer for making available of the documents without any delay.
3. It should be ensured that shelf life and cold storage consignments, which are required to be deposited in cold storage, must be cleared, and deposited in the Cold Storage on the same day.
  - It should be ensured that the Service Provider shall intimate Buyer on the progress of the clearance and load the cargo in transitory vehicle (as per the instruction given on the packages to avoid the damages) and forward the same to buyer.
  - Service Provider to ensure to keep the documents that are given for customs clearance in confidence and use for making Bill of Entry/Shipping Bill and clearing the consignments only.
  - The Service Provider should send the Status Report of Buyer shipments as per the specified time by Buyer.
1. The Service Provider should ensure clearance of urgent, critical and production hold up items also priority consignment. Any such import consignments with due prior intimation by buyer shall be cleared and delivered within 12 hours of its arrival. The corresponding documents required if any shall be followed up and collected by Service Provider in advance.
  - The Service Provider should prepare any Bond/Undertaking, if required, towards Customs Clearance of Consignments, and forward to buyer for necessary signature for completing customs clearance and also ensure to get the same cancelled within prescribed time.
  - Service Provider should intimate the Bill of Entry details immediately after filing to enable Buyer for payment of Customs Duty / IGST thru ICEGATE online system. Soft copy of Bill of Entry should also be forwarded to buyer for record. Any problem in preparing and filing of Bill of Entry should be intimated to Buyer within time specified by buyer from the date of landing.
  - Service Provider shall ensure clearance within the free period allowed by Custodian of the Cargo and in the event of wrong filing of IGM/HAWB/MAWB/SAWB and other data in EDI, the Service Provider will be responsible for correction of the same in the stipulated period for clearance and is liable for payment of demurrage, if any, in case incurred due to delay of the process.
  - Service Provider must forward the checklist with appropriate HSN code, suitable notifications, and statutory duties and has to obtain confirmation of checklist from Buyer before presenting and finalizing Bill of Entry/Shipping Bill.
1. Service Provider shall follow-up with concerned officials the cases of recovery of excess duty and refund, if any.
  - Service Provider to collect all the necessary document from the Buyer such as invoice, packing list, PO copy/LC Copy, Freight Forwarder details/Carrier Details.
  - Basis the documents collected from Buyer, Service Provider to initiate the construction of the Shipping bill in consultation to the Buyer update the details over ICE-Gate Portal. Get the checklist of SB approved by Buyer.
  - Upon confirmation of Checklist by Shipper, Service Provider to submit the same in ICEGATE and generate Shipping bill number. When the shipping bill get generated over ICE-Gate portal by the Service Provider, Service Provider to arrange processing of the SB with Customs and in case of any query raised by Customs, attend to the same in consultation with Buyer.
  - Arrange for receipt of Goods at CFS/Port/Airport, registration of SB, examination of goods by Customs, obtain LEO and handover goods to Carrier/Airport/Port Authority.
  - Service Provider need to collect all the necessary document from the Buyer such as invoices/AWB or BL details/Freight Forwarder details/Carrier Details/Importer details and all the other items.
  - Basis the documents collected from Buyer, Service Provider to initiate the preparation of the Bill of Entry over ICE-Gate portal in consultation to the Buyer and also get it validated to Buyer.
  - Service Provider to arrange for assessment of BE by Customs and reply to queries, raised, if any by Customs in consultation with Importer. Once BE assessed, forward the assessed copy along with TR6 challan to Buyer for Customs Duty payment.
  - Service Provider to arrange for physical examination of cargo by Customs and obtain OOC order.
  - Service Provider to pay all the other charges like custodian and others and get that reimbursed by the Buyer as per the actual bill submitted.
  - Service Provider to assist in Delivery of cargo from Port/CFS/Airport.
  - In the event, the shipment is short landed or the Airlines has not issued Cargo Arrival Notice or a Wrong shipment has landed due to cross labelling or any other reason, the Service Provider is not responsible for the delay and not liable for the storage charges or other payments due thereof.
  - The Service Provider will not be responsible for loss or pilferage of Cargo while in the premises of the custodian, but they should arrange to get the short-landing certificate / open delivery certificate etc., as applicable, and submit the same in time to buyer so to take necessary claim action.
  - It should be ensured that Shelf Life and Cold Storage Consignments, which are required to be deposited in Cold Storage have to be cleared on "Kutchka Bill of Entry" and deposited in the Cold Storage without any delay.
  - SECRECY CLAUSE: Service Provider will have to maintain full secrecy regarding documents/information provided by buyer and shall keep such information/documents

utmost confidential. The information/documents shared by the Buyer will only be used for customs clearance and under no circumstances whatsoever such information/documents will be disclosed to any one other than concerned customs officials. The Service Provider shall be exclusively responsible for all liabilities that may arise due to violation of the Secrecy Clause by any of its employees/agents/representatives.

- The Service Provider will be required to perform all duties as prescribed under Customs Act 1962 and Customs House Agent's Regulations 2004 and as amended from time to time.
  - In cases when shipment arrives on Sunday & custom holidays, Service Provider should make arrangement for clearance of consignment as per requirement of Buyer.
  - The Service Provider will be fully responsible for prompt finalization of Bill of Entry including examination and out of charge. The examination of goods by Customs, including first check examination, is to be got done promptly. All the queries of the Customs, at any stage, are to be attended to and satisfactorily replied promptly without any delay. Any hold up for want of documents etc. should be promptly brought to the notice of buyer or its representative in writing.
    1. The freight bills are to be collected well in advance and submit the same to buyer in time to avoid any delay in clearance proceedings for want of timely payment.
  - The Service Provider will be fully conversant with customs classifications and proceed to file Bill of Entry on behalf of buyer, immediately after receipt of documents, for correct duty payment. In case any clarification or additional information is required from buyer, the same shall be promptly brought to the notice of buyer or its representative in writing and obtained expeditiously. In case Customs authorities do not agree with the above classification or Notification benefit obtained initially by the Service Provider on behalf of buyer, the same shall be brought to the notice of buyer authorities in writing before assessment and further action will be taken as per the instructions of buyer.
  - The Service Provider shall ensure correct and timely payments for Custom Clearance, if required. In case any wrong payment or excess payment is made by buyer due to any direct or indirect actions/omissions of Service Provider, Service Provider will be fully responsible for the same and will have to make good the losses suffered by buyer on this count. Buyer will recover such amount (including interest, if any) from the outstanding bills of Service Provider. However, if such fine and/or penalty or excess payment is subsequently waived or reduced or refunded by other agencies, the amount refunded to Buyer by them would be paid to the Service Provider.
1. Service Provider shall take advance action for tracing and locating the consignment. In case of untraceable or jammed consignment/package, the Service Provider shall promptly take up with the Port authorities and make all efforts to get the problem resolved immediately, failing which, he will make log Entry as per the prevailing rules and procedures of the Port authorities and the consignment shall be cleared after obtaining spot remission. The Service Provider would however continue to follow up for prompt corrective action.
- The Service Provider shall check each consignment with invoice and packing list pertaining to respective Airway bill and ensure correctness of the same before clearance.
  - In order to ensure that there is no pilferage or loss of small valuable packages, the Service Provider shall arrange with Port authorities the safe storage of such packages immediately.
  - The Service Provider shall maintain the following records:-
    1. Account of packages cleared, handled, forwarded and transported. These records shall be furnished to buyer at such intervals and in such a manner as buyer may demand from time to time.
    2. Register/ computerized record of bills of entry filed by them.
    3. A refund register/ computerized record for refund of customs duty paid in excess in regard to short landing claims.
    4. A copy of Import & Export documents i.e. Bills of Entry, Shipping Bill, Invoice etc.
    5. A copy and register of other documents like Refund claims, SLC, LRC and NDC.
  - Indian Docks Laborers' Act 1934 should be adhered to in totality with special reference to the clause - Transporter & Equipment Operation Section 57 to 74, by the Service Provider. Service Provider shall specifically ensure compliance with the all Labour Laws and The Motor Vehicles Act and their re-enactments/ amendments. The Service Provider shall be responsible for implementation of all statutory provisions of various Labour Laws such as the Agreement Labour (Regulation and Abolition) Act 1970, Minimum Wages Act, Employees compensation Act etc. and other rules and regulations made in respect of workmen employed by Service Provider. There stands no relation between the workmen of Service Provider and Buyer.
  - Service Provider has to co-ordinate with Customs on behalf of buyer for duty drawback.
  - Service Provider should be well aware of all kind of custom duties and taxes like BCD, SWC, IGST, ADD, and SG, MIP etc. applicable on items HSN wise with % age applicability and correctly recommend to buyer about payment of these charges to Customs.
  - Fumigation: Service Provider will arrange Fumigation of export consignments where ever is required and will submit Original Invoice and fumigation certificate along with Bill.
  - The perishable consignments should be cleared within 24 hours of landing and clearance process. In case, a perishable consignment is damaged due to insufficient dry ice during clearance, Service Provider shall be held responsible for the complete loss.
  - The Service Provider should take adequate care to ensure that the consignments are not over carried. The Service Provider will also ensure that adequate staffs are employed at the time of discharge of our cargo to prevent-
    1. Mix up of cargo
    2. Loading of other cargo on our consignments, particularly on bagged good/goods of fragile/ high value nature, causing damage/ loss.
    3. Delay in tracing/ sorting out of mixed cargo and delivery.
1. The Service Provider in case of Demurrage/ Port Rent etc, Loss or Misplacement of consignments etc; shall take such measures as may be reasonable for the purpose of averting or minimizing such losses and shall ensure that all rights of the Corporation against Carriers, Port Authorities, Insurance Company or Other Party are properly protected / safeguarded and expeditiously processed. Service Provider will further ensure that all the documents are properly given to port/ consignee along with the delivery order etc. In case of Warehousing Charges/ Demurrage/ Port Rent etc. the responsibility shall squarely/ fully rests with the Service Provider
2. A complaint escalation matrix is to be provided by Service Provider.
- The Service Provider will be required to submit details of the manpower engaged in the complete the task with photo ID, address proof, police verification certificate and educational qualifications before deputing the workers. The Service Provider shall be solely responsible for the credentials/ acts of his staff/workers.
  - Service Provider to provide contact details of the officers supervising on behalf of the service provider.
  - In an event that, for any reason, the manpower provided changes their contact number during the tenure of the contract then the Service Provider will immediately notify the Buyer of the above change.
1. The persons deployed by the Service Provider shall solely be the responsibility of the Service Provider and Buyers shall have no obligation for any sort of claims raised by the Service Provider's employees/personnel. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the Buyer's premises and shall be responsible to fulfil all obligations under applicable laws without any recourse to the Buyer.
- The Service Provider shall be liable for ensuring compliance with the provisions of all applicable laws including but not limited to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESI Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), Pollution Control Board and any other relevant acts as may become applicable during the tenure of the contract. The onus of compliance to all the applicable Laws/Acts/Rules shall rest with the Service Provider only and the Buyer will not be liable for any non-compliance.
  - The Service Provider shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above-mentioned Laws/Acts/ Rules.
  - The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
  - It is the sole responsibility of the Service Provider to disburse wages timely to all its deployed personnel and the Buyer has no responsibility in this regard.
1. The Service Provider shall submit a copy of wages sheet showing monthly wages paid to all its deployed personnel from time to time or as required by Buyer.
- The Service Provider shall produce to the Buyer the details of payments of salary/ wages, statutory benefits like EPF, bonus, leave, relief etc. to its personnel from time to time or as required by Buyer.
  - The Service Provider shall also provide at its own cost all benefits- statutory or otherwise, to all its deployed personnel and the Buyer shall not have any liability whatsoever

on this account.

1. The Service Provider shall deploy manpower who are above eighteen years of age and are not above 65 years of age.

2. If required by the Buyer and wherever applicable, the Service Provider shall provide documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.

- All safety accessories and measures as required for the execution of the work shall be provided to the workers by the Service Provider at their own cost.
- In case any loss is incurred by the Buyer owing to the negligence or mishandling by the deployed personnel of the Service Provider, the Service Provider shall be responsible to make good the losses suffered by the Buyer, subject to GTC provisions on limitation.
- Any damages caused by the Service Provider in existing facilities while carrying out the work shall be made good by the Service Provider to Buyer's entire satisfaction at their own risk and cost.
- The Service Provider should ensure that their personnel do not consume alcohol / do not smoke / do not take khaini/ any type of drugs in the Buyer's premises & at Ports, the violation will attract suitable deduction.
- The Service Provider must ensure that their personnel do not report for duty in inebriated state. Any violation will attract suitable deduction on the Service Provider
- The Service Provider shall comply with all statutory requirements, including but not limited to those as specified above and shall keep the Buyer harmless and indemnified for any action brought against it for any violation/non-compliance of any of the Acts, etc. Further the Service Provider shall keep the Buyer harmless and indemnified for any claims raised by the third parties in consequence of any action/omission of the Service Provider/employees/agents/representatives.
- The Service Provider shall be fully responsible for the acts of their representatives / team members and shall fully indemnify the Buyer for any kind of losses or damages caused by its team members. The Buyer shall not be responsible for any claim from any team member employed by the Service Provider. The Service Provider shall wholly and fully be responsible for any such claims.

#### 4.3. Relationship between the Buyer and the Service Provider

The relationship between the buyer and the Service Provider under this agreement is that of a principal-to-principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly outlined in this Agreement. Therefore, neither the Service Provider nor the personnel of the Service Provider shall become the employee of the buyer under this Agreement. The buyer shall also not be liable to the Service Provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity, it is stated that the buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages, or anything arising out of their employment/duty under this STC. The Service Provider shall make its employees / personnel known about this position in writing before deploying the personnel to the buyer's site. The buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the Service Provider or its employees.

#### 5. Payment Schedule

1. The Payment procedure shall be as specified in the General Terms and Conditions (GTC) of GeM.

2. Payment schedule to be as per payment terms specified in the bid document by the Buyer.

#### 6. Formula used

Contract Value = Lumpsum based as per scope of work

#### 7. Deductions

SLA	Deduction
Delay in preparation of Bill of Entry	1000 amount for every hour delay
Delay in preparation of Bill of Shipping	2000 amount for every fifteen minutes
Non resolution of complaints	If complaint is resolved within the agreed timelines of contract - No deduction
	If complaint is not resolved within the agreed timelines of contract - Deduction of INR 500 for per hour of delay or as stipulated by buyer
Wrong Filling of Bill of Entry/Bill of Shipping	1 <sup>st</sup> Instance - 1% of the contract value
	2 <sup>nd</sup> Instance -2% of the contract value
	3 <sup>rd</sup> Instance onwards -3% of the contract value
If an employee of the Service Provider is found responsible for misconduct/disobedience or has misbehaved in any manner or resorted to any violent behaviour etc. with the employees of buyer organisation or other employees of Service Provider	1 <sup>st</sup> Instance - 1% of the contract value
	2 <sup>nd</sup> Instance - 2% of the contract value
	3 <sup>rd</sup> Instance onwards - 3% of the contract value
	The buyer can take further action as deemed fit by competent authority at buyer's end.
Sharing details of consignment other authorised agency/individual	50% of the contract value with contract termination
Opening consignment without prior approval of buyer	1% of the contract value with contract termination
	1 <sup>st</sup> Instance - 5% of the contract value
Tampering with reimbursable bills	2 <sup>nd</sup> Instance - 10% of the contract value
	3 <sup>rd</sup> Instance onwards - 15% of the contract value
	The buyer can take further action as deemed fit by competent authority at buyer's end.

Sl. No. due to deficiency or negligence in service on the part of Custom Broker

Deduction/Interest/penalty/fine charges (other than handling charges) for the entire period to be paid by Service Provider on Actuals

[Click here to add any additional SLA and/or Unit of Measure for Deduction](#)

### शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-03-07 18:00:00

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Scope of Work : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)

2. Documentary Evidence As Per Buyer's Requirement : [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [Price Bid Format](#)

### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

NA

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

NA

### आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

- Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
- For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
- For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
- For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
- For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

### नियम और शर्तें | Terms and Conditions

#### 1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

#### 2. Buyer Added Bid Specific Terms and Conditions-

##### 2.1 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

##### 2.2 Buyer Added Bid Specific Scope Of Work(SOW):

File Attachment [Click here to view the file .](#)

##### 2.3 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

##### 2.4 Service & Support:

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

##### 2.5 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

##### 2.6 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

##### 2.7 Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

2.8 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

- 1. Service Provider should have valid CHA registration at Kolkata Port and should have office at Kolkata. Supporting documents to be submitted along with the bid.**
- 2. Service provider should have previous experience of executing similar contracts during the last two Financial Year i.e FY 22-23 & FY23-24. Proof for Past Experience/ Project Experience to be submitted at the time of submission of tender.**
- 3. Subcontracting of the Work is not allowed.**

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.