GAIL (India) Ltd have placed order for the supply of Casing Pipes & Tubing and its related goods for E&P activities on overseas vendor. The shipment will be arriving at Chennai sea port during Mid. April 2014.

DETAILS OF IMPORTS:

9-5/8 inch Dia, Casing pipe – 260 MT(4100 Meter length)
5-1/2 inch Dia, Casing pipe – 160 MT(6150 Meter length)
2-7/8 inch Dia, Tubing pipe – 25 MT(2600 Meter length)
Welhead and Xmass tree for drilling (will be arriving in 2 x 20’ containers)

Shipments will be likely to arrive in 40’ containers (approx. 19 nos.) & 20’ containers (approx. 2 nos.)
Port of entry - Chennai Sea port
40’ Containers needs to be de-stuffed at CFS-Chennai and to be loaded in the dedicated trailors to destination & 20’ containers needs to be cleared on Factory De-stuffing basis as per the instructions of GAIL
Delivery point after clearance - CWC, Mannargudi (Tanjavur distt. in Tamilnadu)

Above mentioned details of import is indicative and the actual quantity and weight of shipment & number of containers may differ based on the actual shipment.

SCOPE OF WORK:

The scope of work of the tender shall include the following but limited to:-

1. CUSTOM CLEARANCE

All aspects of clearance of imported shipments through Indian customs from the arrival at Chennai sea port. Essentiality Certificates from DGH and other related documents will be provided by GAIL to the CHA for clearance of goods under zero duty as per Government notifications.

1.1 Immediately after receipt of documents/intimation from GAIL, keeping close liaisoning with shipping companies and/or their agents to check up arrival of vessels, berthing and discharge position and report to GAIL the day-to-day status prior to/after the arrival of vessel.

1.2 Scrutiny of the shipping documents and informing GAIL about any discrepancies in the documents/requirement of additional documents or information which are required for clearance of the shipments within the shortest possible time.

1.3 Taking all possible precautionary measures towards safety of all cargo landed in the docks and elsewhere, arranging surveys and obtaining certificates on damaged cargo within the prescribed time limits prior to taking delivery from the authorities concerned, arrange repairs/repacking of cases as required and take such other actions as may be necessary to generally safeguard the GAIL’s interest.

1.4 Preparation of checklist to Bill of Entry as per custom rules with correct custom tariff considering custom notifications. Taking approvals from GAIL for filing of Bill of Entry in customs system. Ensuring immediate passing of Bill of Entry under
concessional rate of duty and intimating GAIL for payment of custom duty. Ensuring completion of all the documentation formalities as per customs procedure.

1.5 Follow-up with GAIL and custom to ensure passing of Bill of Entry and completion of all formalities related to GAIL’s shipment within the shortest possible time.

2. HANDLING OF CONTAINERS

There will be approx. 19-20 nos. of 40’ containers which needs to be cleared at CFS yard basis & approx. 2 nos. of 20’ containers needs to be cleared on Factory de-stuffing basis.

Obtaining Delivery Orders from shipping companies/console agents, Handling of containers in CFS yard, arranging for safe de-stuffing of container at CFS yard, arranging for customs examination, obtaining out of charge Bill of Entry for taking delivery of goods as well as loaded containers and arranging loading of goods in trailers for transportation to destination.

2.1 Submission of shipping company charges (other than ocean freight), Obtaining Delivery Orders/Final Delivery Orders from shipping company/agents and submission of stamp duty.

2.2 Preparation of container bonds in stamp paper and arranging submission of the same to shipping companies for enabling factory de-stuffing delivery.

2.3 Arrangement of carrying out custom examination at CFS yard

2.4 Arranging de-stuffing of containers

2.5 Payment to CFS Yard and completion of all formalities for obtaining out of charge Bill of Entries for taking delivery of goods/containers

2.6 Arranging loading of goods in trailers by deploying suitable material handling equipments

2.7 Completion of all documentation formalities at yard for taking delivery of containers.

2.8 Arranging empty container letter from shipping company after payment of container charges (in case the free period expired).

2.9 Arranging cancellation of container bonds after submission of empty containers.

Unloading of goods from trailers/container at destination shall be arranged by GAIL.

3. TRANSPORTATION OF CONTAINERS FROM CHENNAI CFS YARD TO CWC WAREHOUSE AT MANNARGUDI, THANJAVUR DISTT. TAMILNADU

There will be approx. 19-20 nos. of 40’ containers which will be de-stuffed at CFS yard and to be loaded in trailers for transportation to CWC, Mannargudi. Also there will be approx. 2 nos. of 20’ container which will be transported for Factory De-stuffing to CWC, Mannargudi and empty containers back to designated empty container yard at Chennai.

3.1 Planning and deployment of suitable trailers at CFS yard for transportation and loading of de-stuffed goods from containers.

3.2 Packing of loaded goods in proper manner for safe transportation upto CWC Mannargudi. It is the sole responsibility of contractor to provide all necessary packing materials and sufficient packing to ensure safe transportation of goods.
3.3 Ensuring delivery of goods within the shortest possible time to avoid accrual of ground rent.
3.4 Timely deployment of suitable capacity trailers as per RTO norms for transportation of loaded containers at CFS yard.
3.5 Ensuring lifting of containers on the same day of completion of custom examination/completion of yard formalities.
3.6 Transportation of empty containers after unloading of goods from CWC, Mannargudi to shipping company’s designated empty container yard at Chennai.

4. CONTRACTOR’S RESPONSIBILITIES:
4.1 Contractor from the time of receipt of information / documents from GAIL shall keep close liaison with Shipping companies and/or their agents to check up arrival of vessels, berthing and discharge position and report to GAIL the day-to-day status prior to/after the arrival of vessel. Contractor must use his own CHA license for filing the Bill of Entry.
4.2 The contractor shall exercise due care in scrutinizing and processing the shipping documents received and in clearance of shipments as expeditiously as possible without giving room for delays and demurrage. The contractor shall also bring to the notice of GAIL any difficulties that may arise at the Customs or elsewhere without delay. Any demurrage / wharfage charges occurs that may be determined by GAIL/Owner as due to lapse or negligence of the contractor, the same shall be borne by the contractor in addition to suitable penalty and decision of Engineer-in-Charge in this regard shall be final and legally binding on the contractor.
4.3 The contractor shall take all possible precautionary measures towards safety of all cargo landed in the docks and elsewhere, arranging surveys and obtaining certificates on damaged cargo within the prescribed time limits prior to taking delivery from the authorities concerned, arrange repairs/repacking of cases as required and take such other actions as may be necessary to generally safeguard the GAIL’s interest.
4.4 The Contractor shall utilize suitable transport and handling equipment, engage suitable labour and supervisory staff and be fully responsible for the safe handling of equipments/materials, etc. in the entire clearance and forwarding operations and indemnify and absolve GAIL of any consequences thereof by ways of damage/loss of cargo, accidents, damages to vehicles and handling equipments either owned or hired by him, public property as well as injuries or otherwise to the personnel under his command or to the public.
4.5 The contractor shall lodge within the time limits prescribed all claims with the Customs, Port Trusts, Steamer Agents, Transport Companies, and other concerned authorities as well as initial claims on insurance Underwriters in all cases of excess payments, damage and loss of cargo etc. as the case may be and take regular follow up actions till the claims are finally settled.
4.6 No octroi duty shall be payable as the imported goods are required to be dispatched in & out of city. The Contractor shall be responsible for filling in the required forms for octroi purpose for all the dispatches as per instructions of GAIL. In case, the payment of Octroi becomes unavoidable, then contractor needs to pay the same and obtain the reimbursement after submission of original receipts/challans.
4.7 The Contractor shall be fully responsible for any wrong dispatches and shall bear all the extra expenses for diversion/rebooking of the same to the proper destination/consignment.
4.8 Payment of all the charges (except custom duty & sea/air freight) to various agencies involved in the entire clearance activities must be paid by the contractor and the re-
imbursement of all such charges will be re-imbursed after submission of original receipts alongwith bills.

4.9 Contractor needs to provide documentation Services as per the instructions and requirement of GAIL. Documentation activities shall be carried out by qualified & experienced person in custom clearance field.

4.10 Contractor needs to collect the documents/forms required for transportation from GAIL’s office well before the deployment of trailers. Contractor must deploy suitable trailers at the CFS yard for transportation in such a manner that the cleared goods are taken delivery within the shortest possible time to avoid accrual of ground rent. Any demurrage / detention due to the delay in deployment of trailers shall be to contractor’s account.

4.11 Port/yard entry permits for trucks/trailers shall have to be arranged by Transporter for taking delivery of all types of consignments.

4.12 The trailer deployed for transportation must have suitable carrying capacity as per the RTO & statutory norms. Trailers with lesser carrying capacity should not be loaded. In case of seizure of truck/trailer enroute to the destination by RTO for any matter, it is responsibility of Transporter for arranging on-ward dispatch of materials to destination & till the receipt of materials at destination, the materials will be considered in transit for calculation of LD/Penalty.

4.12 Contractor shall dispatch materials by road on freight to be billed basis. Number of containers, bundles, packages & weight etc. item wise must be clearly indicated in the relevant GRs.

4.13 Contractor shall be responsible to provide proper lashing, packing and dunnage of the loaded materials at their own cost. Materials shall be covered with tarpaulin in transit to avoid damage due to rain water. Contractor shall take all adequate measure precautions to safeguard the material during transit against pilferage, carriage. In case any loss occurred due to the negligence of the Transporter, the same shall be debited to the Contractor’s bills.

4.14 Contractor must arrange for the submission of empty container at designated empty container yard at Chennai without any delay. It is the responsibility of contractor to pay the applicable container charges to shipping company for obtaining empty container letter. In case of any delay in the depositing empty container by contractor at any point of time, container detention charges shall be deducted from contractor’s bills.

4.15 No transshipment of materials will be allowed from the time of loading till delivery at site unless there are valid reasons such as break down of vehicles and written confirmation from GAIL for transshipment. Similarly, no other material will be allowed to be loaded in a vehicle carrying GAIL material as full loads.

4.16 Contractor shall be responsible to submit the delivery challans in original to the consignee at the time of delivery. Contractor should obtain clear acknowledgement of receipt of materials from the destination authority on the driver’s copy of the GR and one copy of GR should be handed over at destination. Receipted driver’s copy of GR must be submitted alongwith the invoices for payment as per contract.

4.17 Drivers mobile no. and contact details must be provided to GAIL after loading of vehicles & daily movement status of each trailer must be forwarded to GAIL.

5. GAIL’s Responsibilities:

5.1 GAIL shall furnish the contractor shipping documents alongwith Essentiality Certificate issued by DGH in advance before the arrival of the vessel.

5.2 GAIL, on receipt of intimation from the contractor shall furnish available catalogues, drawings / literatures etc., and technical data as and when required by the customs for release of the materials.
5.3 GAIL will provide the payments for Custom Duty on receipt of copy of check list / passed Bill of Entries from Contractor. GAIL will also provide Ocean freight charges in FOB cases.

6. **LOSS / DAMAGE / SHORT LANDING:**

6.1 It is incumbent on the contractor to promptly examine carefully all packages landed from the vessel and whenever they notice any damage/loss at the time of clearance from the Docks/Yard the contractor shall promptly apply for and arrange to hold survey report, examination reports, certificate of examine, etc. as the case may be.

6.2 When any short landing of consignment has been noticed the contractor shall promptly apply for short landing certificate or landed but missing certificate from the Port Trust Authorities within the prescribed time governing the rules for settlement of claims with the carriers/insurance company/Port Trust and Customs etc., but in any case such certificates should be obtained not later than the date prescribed time limit from the date of arrival of the Steamer/Date of posting the parcel.

6.3 The Contractor will have to make good to the company on demand any loss due to the negligence or failure on their part to take proper and prompt action or to exercise proper vigilance and economy or to comply with the provisions of relevant rules and regulations applicable in clearance, handling, dispatch of goods, lodging and settlement of claims, failing which the amount of loss will be appropriated from the security or other deposits made by the clearing agent or from any amount due to the clearing agency under this contract.

6.4 Contractor shall be responsible for any losses / damages to the consignments due to rough handling or due to any other reasons whatsoever, while the same are in the custody of the Contractor. Timely lodging of F.I.R. with Police, report to any other authorities for theft, damages losses etc. shall be the responsibility of the Contractor. In case of theft / loss of such material which may fetch higher prices in the market than the prices actually paid by GAIL, the decision of GAIL regarding the amount to be recovered from the Contractor shall be final and binding on the Contractor. The losses suffered by GAIL shall be worked out on the basis of Suppliers Invoice, Insurance Premium, Customs Duty, Freight etc. The decision of the GAIL for the value of losses shall be final and binding on the Contractor.

6.5 Contractor shall comply with the instructions of the GAIL for open delivery / damaged consignment and shall give shortage / damage certificate, at the time of delivery of the materials at destination in the manner advised by the GAIL from time to time.

7. **VOLUME OF WORK:**

The quantities indicated in the Schedule of Rates (SOR) of the tender is indicative only. The indication of quantity mentioned in Schedule of Rates (SOR) are tentative for evaluation purpose. Any claim for execution of lesser quantity or excess quantity will not be entertained.

8. **RATES :**

(i) Contractor shall be paid according to the gross weight of the consignments for all services.

(ii) The tenderer shall submit their firm rates strictly as per schedule of rates of the tender. Quoted rates will be firm and fixed for the entire contract period.

(iii) Quoted rates shall be inclusive of all incidental / Miscellaneous expenses, which are required to be incurred in order to discharge the contractual obligations. No extra/additional charges on any account (other than SOR rates and as per terms of Special Conditions mentioned in tender) shall be payable.
(iv) Quoted rates (for transportation) shall be inclusive of Road Tax, Entry Tax, Goods Tax, RTO Tax, toll charges as applicable and all other taxes / levies, surcharges, except Octroi (if applicable) & Service Tax that are / may be imposed during contract period by any Central / state / municipal / local or other bodies.

9. DETAILS OF SCHEDULE OF RATES

Brief details of activities covered under item-wise (SOR) are as under but not limited to:

(i) SOR 10 (Agency charges – per 20’/40’ container) covers all the activities involved in processing of documents, noting of B/E till passing from customs, attending queries raised by customs etc., all the other documentations / formalities, filing of claims required till the delivery of the shipment.

(ii) SOR 20 (De-stuffing of Containers 40’ – per container) covers all the activities involved in de-stuffing of 40’ HQ/OT/GP/FR containers at CFS yard which includes co-ordination with customs, shipping company, CFS yard & other agencies as per the instructions of EIC. It may be noted that all the receipted charges of Port authorities / CFS Yard / their nominated agency as mentioned in Out of Pocket expenses shall be re-imbursed extra at actual on submission of original payment receipts. Payments against this SOR item is payable in addition to the re-imbursement charges for ensuring smooth completion of entire activities.

(iii) SOR 30 (Loading charges – per Trailor) covers all the activities involved in arranging deployment of trailers in CFS yard, loading of trailers, labour, lashing, dunnage etc. for safe transportation & complete documentation till delivery.

(iv) SOR 40 (Transportation charges 40’ long trailor – per Trailor) covers all the activities involved in safe transportation of goods from Chennai CFS to CWC, Mannargudi. Maximum weight of the goods will be 20 MT. Pro-rata payment will be made in case of increase in weight of the loaded goods.

(v) SOR 50 (Transportation of 20’ container – per 20’ trailor) covers all the activities involved in safe transportation of custom cleared loaded container from Chennai CFS to CWC, Mannargudi and transportation of empty containers from warehouse to container yard for depositing empty container. Maximum weight of the goods will be 15 MT. Pro-rata payment will be made in case of increase in weight of the loaded goods.

Bidders are required to quote the service tax rate in their bid which will be applicable for all the above SOR items except transportation activities SOR nos. 40 & 500 as indicated in the Schedule of Rates of the tender.

10. OUT OF POCKET EXPENSES:

There will be number of miscellaneous payments to various agencies needs to be made during the clearance activities of GAIL’s consignments. Contractor will pay the miscellaneous payments (out of pocket expenses) after taking the approval from Engineer-In charge. All the out of pocket expenses listed below and supported by original receipts (which should be necessarily in the name of GAIL) will be payable extra as per actual:

(i) All the shipping company charges as per shipping company tariff.
(ii) All the CFS yard charges as per CFS tariff.
(iii) Stamp Duty payment (if any)
(iv) Cost of judicial stamps and bonds including stamp paper
(v) Octroi if unavoidable.
(vi) Customs examinations and overtime fees.
(vii) Survey Fees including container insurance charges.
(viii) Documentation charges.
(ix) EDI charges.
(x) Any other port/Freight Forwarder/Console agent charges which are essential for clearance as advised by GAIL time to time.

Out of pocket expenses as mentioned above shall be paid by Contractor and such out of pocket expenses will be re-imburse by GAIL to the contractor on production of original receipts alongwith bills for the completed jobs within 30 days from the date of submission. GAIL will not pay any charges to any agencies except custom duty and freight payments. It is the responsibility of contractor to pay all the other charges irrespective of any amount immediately to concerned agencies to ensure speedy clearance of shipments.

11. **MAXIMUM ALLOWABLE TIME FOR COMPLETION OF ENTIRE JOB:**

After the receipt of all the required documents, contractor must clear the shipment within the shortest possible time. In case of delay on account of contractor for custom clearance & transportation, necessary Penalty clause as per tender will be applicable. Maximum permissible time for completion of job from the arrival of vessel till (i) reaching of de-stuffed goods at destination & (ii) the deposition of empty container back at container yard shall be as follows:

- Contractor must plan the despatch of de-stuffed goods / loaded containers well before the clearance of the shipment. Considering the clearance status, contractor must arrange for the deployment of suitable vehicles at yard for despatch. Permissible day-wise activities till (i) reaching of de-stuffed goods at destination & (ii) the deposition of all the empty containers in the B/L will be as follows:
  - Day 1 – Arrival of vessel, filing of B/E (checklist for B/E must be prepared and forwarded to GAIL for approval well before the arrival of vessel & approval for checklist of B/E will be given by GAIL on the same day)
  - Day 2 – Completion of assessment of B/E in customs & forwarding the same to GAIL
  - Day 3 – Online duty payments by GAIL
  - Day 4 – Obtaining Delivery Orders from shipping companies, furnishing of container bonds, payment of shipping company charges
  - Day 5 – completion of Custom examination

**For CFS De-stuffed goods:**
- Day 6 & Day 7 - De-stuffing of goods from containers, loading into trailers, packing. *Entire despatches from CFS yard must be completed in all respects by 7th working day from the date of arrival of vessel, subject to availability of all documents from GAIL.*
- Day 8 – Transit time
- Day 9 – Reporting of trailers with goods. (Trailors dispatched on Day 6 must reach the destination on Day 8).
- Day 10 – Unloading of goods by GAIL (Trailors reported on Day 9, will be released on Day 10 after unloading of goods).

**For Factory De-stuffed goods:**
- Day 6 – Completion of all formalities related to CFS yard, arranging delivery from the CFS yard. Delivery of containers must be completed in all respects by 6th working day from the date of arrival of vessel, subject to availability of all documents from GAIL.
- Day 7 – Transit time
- Day 8 – Reporting of trailers with loaded containers.
- Day 9 - Unloading of goods by GAIL (Trailors reported on Day 8, goods will be unloaded on Day 9 & empty container in the same trailer must be returned back to Chennai.
- Day 10 – Transit Time
- Day 11 – Reporting of trailers with empty containers at designated empty container yard at Chennai as per shipping company & the same day, empty container must be deposited. Contractor must plan in advance regarding the arrival of empty container at Chennai & must arrange for empty container submission letter on the same day of reaching.

It may be noted that above maximum permissible time is just a indication & contractor must clear the goods within the shortest possible time.

12. PENALTY CLAUSE:
   In case of delay in taking delivery of goods/containers from CFS & reaching of trailers at destination beyond the allowable time as per clause no.11 above, penalty @ Rs.2000/- per day per trailer/container will be deducted from contractor's bills. In case of delay in unloading of goods from trailers/containers by GAIL on the next day of reporting day, detention charges @ Rs.2000/- per day per trailer/container for the trailers will be payable to contractor.

13. PORT OF CLEARANCE:
   Chennai

14. DURATION OF CONTRACT:
   The contract shall be valid for a period of 6 months from the date of LOI/LOA. The work covered by this contract shall be commenced within 5 days from the date of receipt Letter of Intent / Work Order from GAIL.

15. BILLING & PAYMENT
   As soon as any consignment against a B/L is dispatched in full, contractor shall submit bills for the actual executed jobs alongwith the original receipts for the reimbursement bills in TRIPlicate, as per schedule of rates of GAIL. Original receipted LR copies duly received by authorized representative of GAIL/Warehouse persons should also be submitted. All the re-imbursement receipts / bills shall be made out in the name of GAIL. Payment shall be made by E-Banking within 30 days of receipt of complete bills with original receipts.

   Contractor must raise their bills in two parts i.e (i) for clearance activities with all taxes and duties including service tax & (ii) for transportation activities with all taxes and duties except service tax as per Schedule of Rates of the tender.

   As per the Government notification no. 32 to 35/2004-ST dtd. 03.12.2004, GAIL will discharge Service Tax liability for the transportation of goods under this contract as per the provisions. For this purpose, Contractor has to issue a Consignment Note in the name of GAIL with required details. Further, following must be declared in the GR:

   “We hereby declare that we have not availed Cenvat Credit paid on inputs or capital goods used for providing services and we have also not availed the benefit
under the notification no. 12/2003-ST dtd. 20.06.2003 GSR 503 (E), hence, eligible for abatement”.

16 **INSURANCE**
(i) Contractor shall at his own expense maintain insurance for his vehicles, equipments, employees etc. and indemnify GAIL from any liability.
(ii) Insurance for all the imported consignments shall be arranged by GAIL.

17 **SECURITY DEPOSIT**
Contractor shall be required to deposit an amount equivalent to 7.5% of contract value (excluding taxes) as Security Deposit in the form of Bank Guarantee in the prescribed format of GAIL, which should be valid for the period upto 3 months beyond the expiry of contract period. Contractor can also submit security deposit by way of DD.

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