TRANSFORMERS AND ELECTRICALS KERALA LTD.

(A JOINT VENTURE OF GOVT. OF KERALA & NTPC LTD)

ANGAMALY SOUTH P.O., ERANAKULAM DIST- 683 573

NOTICE INVITING TENDER (NIT)

BID DOCUMENT No. : TELK/C&M/CHA-SEA/274/2021

We are pleased to invite competitive tenders in sealed covers in two cover system for **"Customs Clearance and forwarding of Sea Freight Consignments from Cochin Sea Ports to TELK Stores/Works at Angamaly"** strictly as per the tender documents enclosed.

Bid Synopsis

1.	Name and Address of Owner	: Transformers and Electricals Kerala Ltd Angamaly South. P. O, Ernakulum Dist, PIN- 683573.
2.	Name of Project	: **Customs Clearance and forwarding of Sea Freight Consignments from Cochin Sea Ports to TELK Stores/Works at Angamaly.**
3.	Location.	: TELK, Angamaly
4.	Nearest Airport.	: Cochin International Airport
5.	Accessibility	: Site is accessible by road, Rail & Air.
6.	Contract Period	: 2 Years with effect from **01/01/2022** and extendable for another 6 months
7.	Tender Fee	: Rs. 800/- (Non Refundable)
8.	EMD	: Rs 4,000/- (Refundable)

(Vendors can avail Tender Fee & EMD exemption on producing valid MSME certificate)

9.	Tender document issuing & receiving authority	: Deputy General Manager (C&M) TELK, Angamaly South P.O. PIN- 683573,Ernakulam Dist. Kerala, India
11.	**Last date & time for submission of Bids**	**: 15-11-2021. Time up to 04.30 PM**
12.	**Date and Time of Technical Bid opening**	**: 16-11-2021. Time at 11.00 AM.**
13.	**Bid Validity**	**: 90 days**

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The following are the tender documents :

Cover I

1. ANNEXURE 1 : Scope of Work & Special Conditions of Contract - Bid Doc. No. TELK/C&M/CHA-SEA/274/2021 – 5 Pages.
2. ANNEXURE 2 : General Conditions of Contract and Instructions to Tenderers - Bid Doc. No. TELK/C&M/CHA-SEA/274/2021- 2 Pages.
3. ANNEXURE 3 : Pre-Qualifying Requirements to Bid Doc. No. TELK/C&M/CHA-SEA /274/2021 : 1 Page.
4. ANNEXURE 4 : Un-priced commercial terms & conditions. Bid Doc. No. TELK/C&M/CHA-SEA/274/2021- Page 1.

Cover II

1. ANNEXURE 5 : Rate Schedule to Bid Doc. No. TELK/C&M/CHA-SEA/274/2021.

Notes :

(1) The tender shall be submitted in sealed covers in two cover system. All documents except the price bid shall be enclosed in envelope-1 with proper markings. Price bid shall be enclosed in envelope-2 with proper markings. Envelope -1 and Envelope-2 shall then be enclosed in a big envelope super scribing the tender number.
(2) The EMD & Tender Fee shall be submitted by means of demand draft drawn in favour of TELK, Angamaly enclosed in Cover-1 or by NEFT to the bank account of TELK as per the bank details provided. Tender fee and EMD shall be paid separately in both cases for convenience of accounting and refund. The supporting documents for online transaction of tender fee and EMD shall be submitted along with the Cover-1.
(3) MSME certified companies are exempted from paying the tender fee and EMD by submitting valid MSME/Udyog Adhar certificates.
(4) The price bid of those bidders who are found qualified as per the details furnished in Cover -1 only will be opened.
(5) Un-priced Commercial Terms & Conditions shall be furnished in Annexure-4 along with Cover -1
(6) The deviations from the specifications and other terms & conditions if any, shall be submitted as a separate document along with Cover-1.
(7) All tender documents under Cover-1 shall be submitted along with Cover -1 with signature and stamp of the bidders as a token of its acceptance.

Yours Faithfully,

For Transformers and Electricals Ltd Kerala

TRANSFORMERS AND ELECTRICALS KERALA LTD. TELK

KALA L.
DEPUTY GENERAL MANAGER (C&M)

Angamaly,
01-11-2021

REVIEWED

ANNEXURE 1

SCOPE OF WORK & SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. Competitive tenders are invited on behalf of TELK, Angamaly South. P.O. PIN – 683 573, Ernakulam District, Kerala from Registered Customs House Agents (CHA) at Cochin Seaport (INCOK 1), for Clearing and Forwarding the consignment from the Cochin Seaport to TELK Stores/Works at Angamaly.

2. **SCOPE OF THE CONTRACT :**

   The scope of the contract includes completeness of the work covering all the functions of clearing and forwarding of each consignment after customs clearance including transportation of the consignment to our Works/Stores at Angamaly and the entire responsibility lies with the successful bidder in the tender.

3. **PRE-QUALIFYING REQUIREMENTS OF BIDDERS :**

   The bidders who fulfill the following minimum requirements shall be eligible to participate in the tender :

   a) The bidders shall have total 5 years experience (minimum) as registered CHA in Kochi and should also have an office in Kochi.
   b) During the last 5 years, bidders shall be continuously working as CHA for two companies (minimum) in each and every year preferably in Public Sector undertakings/Govt. Depts. / Govt. Institutions / Govt. Organizations or reputed companies (Limited Company).
   c) The bidders shall have two running contracts (minimum) in hand at present preferably in Public Sector undertakings / Govt. Depts. / Govt. Institutions / Govt. Organizations or reputed companies (Limited Company).
   d) The bidders shall possess GST Registration and PAN allotted by the Income Tax Department.
   e) The bidders shall have their own valid CHA license at Kochi. The copy of valid CHA license or ICEGATE WEBSITE printout shall be provided.

4. **CONTRACT PERIOD :**

   The contract period will be two years with effect from **01/01/2022**. However, TELK reserves the right to extend the contract for a further period of 6 months at the same Rates and Terms & Conditions subject to the performance of the Contractor.

5. **PAYMENT TERMS :**

   The payment will be made by RTGS/NEFT within 60 days from the date of receipt of consignment at our Stores on consignment basis. Your bill may be sent to us after satisfactory completion of Clearing and forwarding works and on delivery of consignment at TELK Stores.

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SCOPE OF WORK & SPECIAL TERMS AND CONDITIONS OF CONTRACT

6. DUTIES AND RESPONSIBILTIES OF THE CONTRACTOR :

a. Instructions for clearance will be issued by TELK giving particulars of the Cargoes to be cleared, name of the steamer details, customs call notice along with all the relevant dispatch documents.

b. On receipt of the instructions and subject to availability of all dispatch documents as required by the Port, Carriers and Customs and filling of manifest by Carriers/their agents, the Contractor shall prepare the Bill of Entry and all the necessary papers and file the same with Customs and Port Trust for expeditious clearance of the consignment. If the particulars relating to the cargo furnished in the instructions are not sufficient "CHA" shall take steps that are necessary for obtaining the required particulars from the authorities or bodies concerned. In the event of non-availability of any document or inadequacy of documents, the Contractor shall execute, at the cost of TELK the necessary Indemnity Bond or Guarantee to arrange the delivery of the cargoes in the shortest possible time.

c. The Contractor will be fully responsible for the finalization of the Bills of Entry from the time they are filed with the Customs, Bills of Entry assessed provisionally should be finalized within 72 hours and any hold up for want of documents etc for such finalization shall be promptly brought to the notice of TELK.

d. The Contractor shall maintain close day-to-day liaison with TELK with regard to the processing of the Bill of Entry, contractor shall get done any amendments required for Marks and Numbers on Bill of Entry. Regarding finalization, any difficulty experienced by the Contractor or any queries raised by Customs requiring clarifications by TELK shall be immediately brought to the notice of TELK. Where Customs issues instructions for drawing samples before assessment for further test and analysis or requirements of catalogue/literature, write-up or any other data, the same shall be done within 72 hours keeping TELK timely informed on the action taken and subsequent progress.

e. Whenever any short landing of cargo is noticed, the contractor shall be required to file "Not found" notice with the Port authorities and apply within the stipulated period obtain and lodge claims on Steamer agents with necessary documents within the prescribed time. If landing charges/ Customs duty in respect of short landed packages/ bundles/cargoes has already been paid, contractor shall automatically apply for refund of proportionate/whole landing charges and/or Customs duty and the matter will be perused by the Contractor till the claim is finally settled. Contractor will have to pay any loss to TELK incurred due to negligence or failure on their part to take any of the above actions.

f. The consignment shall be delivered, as far as possible, during the office hours (9.30 AM to 4.00 PM, Monday to Saturday - Except Holidays).

TRANSFORMERS AND ELECTRICALS KERALA LTD. TELK

SCOPE OF WORK & SPECIAL TERMS AND CONDITIONS OF CONTRACT

7. SPECIAL CONDITIONS :

a) Any additional expenses or charges caused due to the delay/failure from the Contractor on performing various functions have to be borne by the Contractor. Any demurrage on the consignment if caused by any lapses from the Contractor shall be to Contractor's account only.

b) If the empanelled bidder is not being able to fulfill his obligation under the Contract, which include non-completion of the work, TELK reserves the right to accomplish the work through alternative sources. Any costs, damages etc., resulting out of the same shall be borne by the defaulting bidder, which can be recovered from his bills or by raising claims.

c) TELK reserves the right to accept any bid and to cancel/abort the tender process and reject all bids at any time prior to award of contract, without there by incurring any liability to the affected bidder or bidders.

d) For repeated lack of performance as per the tender terms, or the part of the empanelled bidder, the empanelment would be revoked.

e) The selected bidders have to sign a Contract with TELK within two weeks for extending services as per terms and conditions failing which the award of work order will stand withdrawn.

f) Delay in delivery attributed due to reasons beyond the control of contractor to be intimated immediately through e-mail for necessary action by TELK. For other delays caused by the Contractor, TELK reserves the right to terminate the Contract.

g) Government levies like Customs Duty etc., will be paid by TELK wherever applicable.

h) All payments will be made subject to deduction of TDS as per Income Tax Act, 1961 and other taxes if any as per Government of India Rules.

i) Insurance will be arranged by TELK. However, in case of loss/damage necessary investigation/survey has to be undertaken by the bidder and certificate of facts to be issued to TELK for further action

j) The full addresses including Name, Telephone/Fax No./E-mail ID of your company at the various destinations may be intimated to TELK for follow up action. Changes if any, to the above also may be communicated from time to time when the same occurs.

k) Disputes if any arising out of the contract shall be settled within courts having jurisdiction over Ernakulam District, Kerala.

8. LANGUAGE OF THE BID :

The bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and Owner shall be written in the English language. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.

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9. SIGNATURE OF BIDS :

The bid must contain the name, residence and place of business of the person or persons or furnishing the tender and must be signed and sealed by the Bidder with his usual signature. Tender can be signed by the authorized signatory and in that case proof of such authorization should be submitted with the tender.

Erasures or other changes in the bid documents shall be over the initials of the person signing the bid. Bids not conforming to the above requirements of signing may be disqualified.

10. UNDERSTANDING OF BID DOCUMENT :

The bidder is expected to examine all instructions, forms, terms and specifications in the bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. The failure to furnish all information required by the bid documents or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in rejection of the bid.

11. AWARD OF CONTRACT :

Notification of Award of Contract will be made in the form of Letter of Award/Notification of Award to the successful Bidder by TELK in duplicate.

The Contract will be awarded to the best qualified and responsive single Bidder offering the lowest evaluated bid in conformity with the requirements of all the specifications and terms & conditions and TELK shall be the sole judge in this regard and subject to the provisions of this SW&SCC and other terms and conditions detailed out in other documents and specifications. A responsive bid is one which accepts all terms and conditions of these specifications and documents without any major modifications. However, TELK may waive any minor informalities or irregularities in the bid.

The acceptance of the bids received rests with the Managing Director of TELK who does not undertake to accept the lowest or any other particular tender or to assign any reason thereof.

The right to award the contract either in conformity with or in a manner entirely different from the terms of this invitation that may be considered most suitable before or subsequent to the receipt of bids due to exigencies, is reserved with TELK. TELK reserve the right to terminate the contract at any time, and without assigning any reason thereof by giving ONE MONTH notice of our intention to do so in writing to the contractor and the contractor shall not be entitled to demand any compensation by reason of such termination.

12. SIGNING OF CONTRACT AGREEMENT & SECURITY DEPOSIT :

On acceptance of the Bid, Owner will notify the successful Bidder that its bid has been accepted and will send the Bidder the detailed Notification of Award. The owner will also send a copy of the Contract Agreement to be signed between the Owner and the Bidder.

TELK

ANNEXURE 1

SCOPE OF WORK & SPECIAL TERMS AND CONDITIONS OF CONTRACT

Within Seven (7) days of receipt of the detailed Notification of Award, the successful Bidder shall sign and date the original of Notification of Award and return the same to the Owner.

The Bidder will prepare the contract Agreement as per the Proforma enclosed *at Annexure 1* and the same will be signed within *15 days* from the date of issue of Notification of Award. The Contractor shall pay for all legal/stamp/ incidental expenses for executing such agreement.

The successful bidder shall within 15 (fifteen) days of the award of contract, deposit with the Company an interest-free Security Deposit equivalent to 5 (five) percent of the value of contract by means of DD/FD and execute an agreement in the form prescribed by the Company. At its sole discretion, the Company may accept confirmed bank guarantees issued by the State Bank of India/other Nationalized Banks of Indian origin, in lieu of Security Deposit in such form as it may prescribe. The Earnest Money deposited by the successful bidder shall be released only on submitting the Security Deposit and executing the contract agreement. The Contractor shall pay for all legal/stamp/ incidental expenses for executing such agreement.

If the bidder to whom the work is awarded fails to remit the Security Deposit and execute the contract agreement to the satisfaction of TELK within the period stipulated therein, the Company shall have the right at its sole option to forfeit the Earnest Money Deposit without any notice to the bidder, which shall also be taken as an agreed measure of damages.

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TELK

TRANSFORMERS AND ELECTRICALS KERALA LIMITED

(A Joint Venture of GOVERNMENT OF KERALA & NTPC Limited)

GENERAL TERMS & CONDITIONS

1. **Mode of submission of tender :** The offers shall be submitted offline in sealed covers. The bidders shall submit the bids well in advance so as to deliver before the prescribed due date and time.

2. The tenders shall be submitted in single cover system or two cover system as specified in the Notice Inviting Tender (NIT). For two cover system, Technical Bid and Price Bid are separate. First cover is Technical Bid which shall contain all Technical particulars, Un-priced commercial terms & conditions etc. necessary for the technical evaluation of the tender. Second cover shall contain only the Price Bid. Price bid shall be submitted in the prescribed BOQ (Bill of Quantity)/Price bid format. The bidders shall submit/upload all the tender documents along with the technical bid (Cover-1) with signature and stamp of the bidder. In case of any deviations/comments/additional information the same shall be submitted/uploaded by the Bidders as a separate document along with the technical bid.

3. **Fixed Price:** Bidder shall quote only Fixed Rate/Price which shall not be subject to any escalation whatsoever during the period of Bid Validity and completion of Supply/Execution of the Contract. Any Bid with adjustable or price variation clause shall be treated as 'Non-Responsive' and liable to be rejected unless price variation clause is specified and accepted by the Buyer. Quoted Unit Rate will only be considered as correct and valid, which shall be taken for further consideration.

4. **Tender Fee & EMD** : Tender Fee & EMD shall be paid as specified in the NIT. EMD of successful bidder will be refunded as per the terms and conditions of the tender/contract. EMD of the unsuccessful bidders will be refunded immediately after awarding of the contract to the successful bidder. The bids shall be submitted well in advance to avoid delays if any for NEFT transfer, which may lead to rejection of the bid. PSUs, Govt. undertakings and vendors with the valid MSME certificate are exempted from paying tender fee & EMD and may avail the exemption route while participating in the online tender by uploading the relevant valid documents/MSME certificate. Tender fee is not refundable.

5. **Taxes and Duties :** All Taxes/Duties if any, payable extra over and above the quoted rate, shall be specifically indicated in the Un-Priced Bid, failing which the quoted rates will be considered as "all inclusive". Offer shall carry clear details of HSN code and applicable rates of CGST/IGST/SGST. Invoice shall be submitted in triplicate and shall be in conformance with the format specified as per GST ACT 2017.

6. Evaluation of the Offers will be on **"To-Door Cost at TELK, Angamaly" based on** NET Cash outflow of TELK.

7. For technical qualification, TELK will be evaluating bidder's capability to execute the supply/contract, past performance references and commercial terms offered.

8. In case the lowest bidder (L1) is not a registered / approved supplier of TELK, Angamaly, they will be allowed to supply the items only after evaluation by TELK authorities and enlisting as approved/registered supplier. They shall submit duly filled vendor capability report/supplier registration requisition form available in our website www.telk.com.

Contd...2

ANGAMALLY SOUTH. P.O., PIN. 683 573, ERNAKULAM DISTRICT, KERALA, INDIA.
Phone: 0484-2510307, 2510337, 2510335. Fax: 0484-2452873.
E-mail : contracts@telk.com, l.kala@telk.com

TRANSFORMERS AND ELECTRICALS KERALA LTD. TELK

9. In case L1 is a new supplier to TELK, L2 may also be considered in order to meet urgent requirements.
10. TELK has the right to split the order quantities in appropriate ratios to various parties to meet the contractual requirements.
11. **Publicity :** Any publicity by the Vendor in which the name of TELK is to be used should be done only with the explicit written permission of TELK, Angamaly.
12. All applicable statutory deductions like TDS will be deducted from the bill of the supplier/contractor.
13. **Jurisdiction**: Any dispute arising out of this contract will be subject to the jurisdiction of courts having jurisdiction over the area in which our factory situates.
14. Transit insurance for the materials in the scope of supply/contract shall be arranged by the supplier/contractor.
15. **RIGHT TO ACCEPT OR REJECT THE TENDERS:**
    a) The right to accept the tender in full or in part/parts will rest with TELK.
    b) Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered as non-responsive and are liable to be rejected.
    c) TELK reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.
    d) If the bidder gives wrong information in his tender, TELK reserves the right to reject such tender at any stage or to cancel the contract.
    e) TELK reserves the right to reject the bid of parties who have failed to meet contractual delivery/provide adequate after sales support for the products supplied/contracts executed against earlier orders.

Important Notice

16. Bidder is requested to furnish all the details called for in the tender. In case any required data/information is/are not furnished in the offer, Purchaser reserves the right to assume the same for the purpose of evaluation/comparison and decide the Tender accordingly.
17. In case special conditions are mentioned in the tender documents, the same shall prevail over the General Terms & Conditions.
18. We reserve the right to procure the goods/execute the contract from elsewhere at your risk and cost in the event of failure to supply/execute the contract within the stipulated time.

TRANSFORMERS AND ELECTRICALS KERALA LTD. TELK

Sr. MANAGER (Contracts & Materials)

ANNEXURE 3

Pre-Qualifying Requirements		
Tender Ref No. :TELK/C&M/CHA-SEA/274/2021		
Contract : Customs Clearance and forwarding of Sea Freight Consignments from Cochin Sea Ports to TELK Stores/Works at Angamaly		
Sl.No.	**Requirements**	**Reply/Remarks by Bidders**
1	The bidders shall have total 5 years experience (minimum) as registered CHA in Kochi and should also have an office in Kochi Valid work order copies shall be submitted as supporting docuemnts.	Yes / No (supporting documents shall be furnished)
2	During the last 5 years, the bidders shall be continuously working as CHA for two companies (minimum) in each and every year preferably in Public Sector undertakings/Govt. Depts. / Govt. Institutions / Govt. Organizations or reputed companies (Limited Company).	Yes / No (supporting documents shall be furnished)
3	The bidders shall have two running contracts (minimum) in hand at present preferably in Public Sector undertakings / Govt. Depts. / Govt. Institutions / Govt. Organizations or reputed companies (Limited Company).	Yes / No (supporting documents shall be furnished)
4	The bidders shall have GST Registration and PAN Card	Yes / No (supporting documents shall be furnished)
5	The bidders shall have their own valid CHA license at Kochi. Valid CHA license copy or ICEGATE WEBSITE printout shall be provided	Yes / No (supporting documents shall be furnished)

NOTES :
(1) Supporting documents for the above claims shall be furnished
(2) Price bid of those bidders who are found qualified as per the above pre-qualifying requirements will only be opened

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Authorized signatory with seal

ANNEXURE - 4

Un-Priced Commercial Terms & Conditions Tender Ref No. :TELK/C&M/CHA-SEA/274/2021		
Sl.No.	Particulars	Reply by Bidders
1	Submission of Tender Fee	Yes/No
2	Submission of Earnest Money Deposit	Yes/No
3	Submission of Valid MSME certificate, if applicable	Yes/No
4	Applicable GST (%)	.....
5	Submission of all Tender Documents duly signed & stamped for its acceptance	Yes/No
6	Bid shall be valid for 90 days from the date of opening of tender.	Yes/No
7	The rates shall be firm and valid up to 2 years with effect from the beginning of contract as well as during the extension period.	Yes/No
8	Acceptance of the specified payment terms	Yes/No
9	Acceptance of Technical Specification /All other Terms & Conditions	Yes/No
10	Deviations/Remarks from the specifications/terms & conditions if any shall be submitted as separate PDF document along with Cover-1	Yes/No (Document if any shall be attached separately)
11	Submission of Annexure-3 along with supporting documents for fulfilling the Pre-Qualifying Requirements	Yes/No
12	Maximum time schedule for mobilizing the work from the date of receipt of intimation from TELK	..... Days
13	Readiness to submit contract agreement and security deposit in the event of placing the work order as per the terms & conditions	Yes/No
14	Contact details of the contractor (Name, address, Tel. No. Mob. No. email ID etc)	

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Authorized signatory with seal

ANNEXURE 5

RATE SCHEDULE FORMAT TO BID.DOC.No. TELK/C&M/CHA-SEA/274/2021 Customs Clearance and forwarding Sea Freight Consignments from Cochin Sea Ports to TELK Stores/Works at Angamaly			
Sl. No.	Description	Unit of Measurement	Basic Rate (Rs) (without Taxes)
1	Clearing Agency Charges for each bill of Entry for Home consumption	per Bill of Entry (B/E)	
2	Loading Charges for materials from Wharf/Customs Bonded Ware House for Transportation to our Stores at Angamaly.	per MT	
		Minimum per B/E	
3	Transportation Charges for all materials in Trucks from Wharf to our Stores at Angamaly.	per MT	
		Minimum per Load	
4	Service Charges and other incidental expenses for arranging Release Advices from Cochin Customs to other Customs office in India.	per Transfer Release Advice	
5	Container Transportation Charges from Cochin Port to Angamaly and return to Cochin. (*)	20 FT Container per Trailer.	
		40 FT Container per Trailer.	
5(*)	Trailer hire charges from Vallarpadom to Wellington Island for Customs Examination.	20 FT Container per Day	
		40 FT Container per Day	
6	Incidental Charges towards Registration of Advance Authorization/EPCG Authorization at Cochin Customs per Authorization (License).	Charges per Advance Authorisation (License)/ EPCG Authorisation	
7	Coolie for Customs Examination of Sea Consignment Opening and Repacking (per B/E).	Charges per B/E.	
8	Transportation Charges for LCL Cargo from CFS. W. Island to TELK Factory at Angamaly.	per Mini Truck	
		per Medium Truck	
		per Large Truck	
9	Trailer Halting Charges at TELK if applicable	per 20 FT Container per day	
		per 40 FT Container per day	
10	Any other charges with details		
11	Applicable GST	%	

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