



A Govt. of India Enterprise
Touching Lives, adding value

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NIT NO. MMTC/KOL/CHA/PIG IRON/15-16/001 dated 17.08.2015

MMTC invites tenders from agents for customs clearance works for export of Pig Iron at Kolkata and /or Haldia Port. The last date of submission of tender is at **15:00 hours IST** on **24th August 2015**.

The complete details of the e-tender are available at MMTC's website www.mmtclimited.com and Govt. website at <http://eprocure.gov.in>

एमएमटीसी पिग आयरन निर्यात के सन्दर्भ में सीमा शुल्क निकासी कोलकाता और / या हल्दिया बंदरगाह के लिए एजेंटों से निविदाएं आमंत्रित करता है। निविदा प्रस्तुत करने की अंतिम तिथि **24-08-2015 दोपहर 1500 बजे** IST है।

अधिक जानकारी के लिए, कृपया इन वेबसाइट पर जाएँ www.mmtclimited.com और www.eprocure.gov.in।

GENERAL MANAGER (MIN.)
महाप्रबंधक (खनिज)



APPOINTMENT OF CUSTOMS HOUSE AGENT AT KOLKATA/HALDIA PORT FOR PIG IRON

MMTC Limited, A Government of India Enterprises, Regional Office at Kolkata, NIC Building (4th Floor, 8 India Exchange Place, Kolkata 700 001 (here in after called the Principal/Owner) invites Sealed Tender in two bid system for customs clearance, excise clearance etc works for export of Pig Iron on the terms and conditions as per the Annexure I :

The bidder(s) are required to submit their sealed tender on **24.08.2015 by 15:00 Hrs** at **MMTC Limited, 4th Floor, NIC Building, 8, India Exchange Place, West Bengal.**

The offer(s) is / are required to be submitted in two separate sealed envelopes i.e. one for Technical Bid duly signed in each page containing documents mentioned. The **technical bid** will be **opened on 24.08.2015 at 16:00 Hrs** and **price bid of technically qualified bidders** will be opened subsequently. The Authorised Representatives of the bidders may witness the process, if desired so.

MMTC Limited will be exporting 2000 MT Pig Iron in Containers at Kolkata and or Haldia Port, ETD end **August - September 2015.**

TERMS AND CONDITIONS ARE AS FOLLOWS:

1. Eligibility Criterion

- i. Has establishment at Kolkata/Haldia Port, WB, to carry out the said operation.
- ii. Has undertaken similar work for large organisations in last 5 years, at Kolkata/Haldia Port.
- iii. Experience in CHA activities of Steel or Steel Products in containers, for exports.
- iv. Agents/Contractors shall have satisfactory/dispute free performance during last five years (2009 onwards) with MMTC/NINL/any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanor which caused damage/risks to MMTC in the past, such Bid shall not be entertained.

2. Scope of work

Please see Annexure A

3. Mode of Submission

The bids(s) is / are to be submitted in following manner:



- a. **Technical Bid:** As per annexure I (To be filled up and docs attached)
- b. **Price Bid:** In Price Bid format as Annexure- II

First Envelop superscribing **“Techno Commercial Bid: “Part -I, MMTC/KOL/CHA/PIG IRON/15-16/001 DATED 17.08.2015 FOR CUSTOMS CLEARANCE WORKS FOR PIG IRON EXPORT. “**

Second Envelop superscribing **“Price Bid: Part -II MMTC/KOL/CHA/PIG IRON/15-16/001 DATED 17.08.2015 FOR CUSTOMS CLEARANCE WORKS FOR PIG IRON EXPORT. “**

Both the above envelopes containing Techno Commercial Bid and Price Bid in Part -I & Part-II, shall be put in another envelop superscribing **“ Tender No. MMTC/KOL/CHA/PIG IRON/15-16/001 DATED 17.08.2015 FOR CUSTOMS CLEARANCE WORKS FOR PIG IRON EXPORT.”**

4. Due date for submission:

The last date & time for submission of two bid tender along with above documents is **15:00 Hrs on 24.08.2015** and opening of the same at 16:00 Hrs on the same day. The rates quoted by the contractors in the tender will remain valid for 60 (sixty) days from the date of opening the tender. There should not be any indication /mention of prices in the technical bid (part-1) and if the same is found in part -1, the same will be summarily rejected. Hence, the prices quoted must be mentioned in the price bid (part-II) only.

5. AWARD OF CONTRACT:

The Principal/ Owner shall award the contract to the Lowest Bidder (L1) by taking cumulative price bids of all functions.

6. Tenure of the Contract:

The contract will be valid during **August – September 2015**

7. TERMS OF PAYMENT:

Within 21 days of handing over original shipping documents (B/Ls, stamped ARE, Shipping Bill, Customs payment receipts etc.) to MMTC and original bills.

8. TAXES



The Contractor shall bear all statutory dues including taxes, duties, charges or levies that may be assessed, imposed or levied upon the Contractor in connection with the contract. Principal/Owner shall in no way be responsible for such taxes and duties. Service tax as applicable shall be paid by the Principal/Owner. Income Tax which the Principal/Owner may be required by law to deduct shall be deducted at source and the same shall be paid to the tax authorities on account of the Contractor and the Principal/Owner shall provide the Contractor tax deduction certificate. Wherever necessary, Contractor shall produce proof of above payments.

9. EXTENSION OF CONTRACT.

This contract is valid from [August – September 2015](#). The Principal/Owner may extend the period of contract with the mutual consent between the Contractor and the principal/owner for a specified period on the same terms and conditions as embodied in the contract.

10. GENERAL TERMS AND CONDITIONS:

- a) MMTC reserves the right to accept/reject any or all the tenders submitted on whole or in part without any notice or without assigning any reason thereof.
- b) MMTC may at its discretion empanel one or more contractor against this tender subject to matching L1 price.
- c) The contractor shall not keep lien on the material at any point of time.
- d) The contractor shall permit officials of MMTC and representatives of MMTC appointed agencies to inspect the goods.
- e) The contractor shall ensure that all shipping documents are prepared and obtained as per the conditions stipulated in the Letter of Credit opened by the Foreign Buyer.

11. TERMINATION.

If the Contractor commits breach of any provisions of the Agreement, the Principal/Owner shall notify the Contractor to remedy such breach within a reasonable period. If breach continues to occur, the Principal/Owner shall have the right to terminate the Agreement.



12. TERMINATION.

If the Contractor commits breach of any provisions of the Agreement, the Principal/Owner shall notify the Contractor to remedy such breach within a reasonable period. If breach continues to occur, the Principal/Owner shall have the right to terminate the Agreement.

13. FORCE MAJEURE.

The Principal/Owner and the Contractor shall not be in any way, liable for non-performance consequences if lock out, fire, riots, war or insurrection or restraints imposed by Government, at of legislature or other authorities. If operation of such circumstances exceed three months, either Party will have the Right to Refuse further Performance of the Contract in which case neither Party shall have the right to claim eventual damages.”

14. ARBITRATION.

All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration on the Indian Council of Arbitration Act, 1996 and the venue of the arbitration will be at Kolkata, the award made in pursuance thereof shall be binding to the parties

SCOPE OF WORK

CHA ACTIVITIES

- 1) The Contractor shall file appropriate and necessary documents with customs authorities and obtain customs clearance for export of material (ARE clearance, Shipping Bill generation, Duty Draw Back , MEIS, etc.) Documents duly signed by the Principal/Owner would be handed over to contractor in this connection. The Contractor shall file the necessary applications with customs authorities and obtain necessary clearances.
- 2) It is the responsibility of the contractor for execution and follows up of all necessary endorsement/proof of Exports admitted within the statutory period of Excise/Customs Authorities for short shipment, Duty Draw Back and other purposes, for smooth completion of export of the cargo.
- 3) The Contractor shall keep close liaison with the Container liner company/Steamer Companies/Agents and obtain particulars regarding the arrival of nominated containers/vessels, berthing and loading position, and report to the Principal/Owner, the day to day progress. The Contractor shall co-ordinate with the Shipping line for availability of containers, clean, washed and inspected for loading.
- 4) To the extent needed, the Principal/Owner will arrange for payment of all customs charges on the cargo handled by the Contractor. For this purpose, if needed the Principal/Owner may have a current deposit account with the Customs Authorities and in such a case the Contractor shall collect the regular current accounts statements from Customs House and forward them to Principal/Owner regularly.
- 5) The Contractor shall lodge, with the time limits prescribed, all formal notices of claims with customs, Port Trust, Container liner company, Steamer Agent and other concerned authorities in all cases of excess payments, refunds, damages, loss of cargo, etc., as the case may be. The Contractor shall take regular follow up action thereafter till the claims are finally settled.
- 6) The contractor shall ensure that the quantity of cargo cleared under ARE 1 form shall match with the Bills of Lading quantity for each shipment. The Contractor shall obtain endorsement of EXPORTS by the customs on DEPB & MEIS (EXPORT) book ARE-1 Form, incorporation of ARE-1 Form on Shipping Bill, within two days from the date of handing over of documents to the Contractor. The contractor shall obtain amendments of Shipping Bills, if required within 2 working days, wherever necessary.



ANNEXURE 1 (TECHNICAL BID)

We agree to above terms.

This Agreement is signed by representative's empowered with due and appropriate authorization. This Agreement is signed at Kolkata/Haldia. Court at Kolkata shall have jurisdiction in the matter.

Place_____

Date_____

Contractor

Signature_____

Name

Designation_____

Company Seal/Stamp

OTHER DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNICAL BID

1. Technical Bid is to be submitted duly enclosed with the following documents:
 01. Terms & Conditions at Annexure -I duly signed.
 02. Mandatory Information Form at Annexure -III duly signed.
 03. Self Certified Copy of Custom House Agent License issued by Custom house.
 04. Self Certified Copy of Work Order from MMTC/NINL/any other PSU/any other reputed organization showing experience in CHA activities during last five years.
 05. Self Certified copies of PAN No., TIN No., Service Tax No., EPF / ESI No etc.
 06. Price Bid submitted : (Tick as applicable)
 1. Kolkata Only : Price Bid I
 2. Haldia Only : Price Bid II
 3. Both Kolkata & Haldia : Price Bids I & II



ANNEXURE-II

(PRICE BID) - I

MMTC/KOL/CHA/PIG IRON/15-16/001 dated 17.08.2015

**APPOINTMENT OF CUSTOMS HOUSE AGENT AT KOLKATA PORT
FOR PIG IRON**

SL.NO	DESCRIPTION OF ACTIVITIES	ALL INCLUSIVE RATE PER MT (IN RS.)
1.	A) CHA OPERATION AT KOLKATA	
2	Service Tax	
3	Total	

N.B.: The rates quoted by the contractors in the price bid will remain valid for 10 (ten) days from the due date of tender i.e. upto 04.09.2015.

Place : _____

Signature: _____

Date: _____

Name: _____

Designation: _____

Company Seal/Stamp _____



(PRICE BID) - II

MMTC/KOL/CHA/PIG IRON/15-16/001 dated 17.08.2015

APPOINTMENT OF CUSTOMS HOUSE AGENT AT HALDIA PORT FOR PIG IRON

SL.NO	DESCRIPTION OF ACTIVITIES	ALL INCLUSIVE RATE PER MT (IN RS.)
1.	A) CHA OPERATION AT HALDIA	
2.	Service Tax	
3.	TOTAL	

N.B.: The rates quoted by the contractors in the price bid will remain valid for 10 (ten) days from the due date of tender i.e. upto 04.09.2015.

Place : _____

Signature: _____

Date: _____

Name: _____

Designation: _____

Company Seal/Stamp _____



ANNEXURE -III

Mandatory Information of Bidder

Company Name	:	
Registration Number	:	
Registered Address	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder : _____

Name

Designation