



A Govt. of India Enterprise
Touching Lives, adding value

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NIT NO. MMTC/BBSR/CHA/PIG IRON/18-19/001 dated 25.07.2018

MMTC invites two bid open tenders from Agents for customs clearance works for export of Pig Iron at Paradip International Cargo Terminal Pvt. Ltd. (PICTPL). The last date of submission of tender is at **15:00 hours IST** on **9th August 2018**.

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

ADDITIONAL GENERAL MANAGER (MIN.)

**APPOINTMENT OF CUSTOMS HOUSE AGENT AT PARADIP INTERNATIONAL
CARGO TERMINAL PVT. LTD. (PICTPL). FOR PIG IRON EXPORTS**

MMTC Limited, A Government of India Enterprises, Regional Office at Bhubaneswar, Alok Bharati Complex, 7th Floor, Shahid Nagar, Bhubaneswar-751007, Odisha, India (here in after called the Principal/Owner) invites sealed open 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 **9th August 2018 by 15:00 Hrs** at **MMTC Limited, Alok Bharati Complex, 7th Floor, Shahid Nagar, Bhubaneswar-751007, Odisha, India.**

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 9th August 2018 at 16:00 Hrs** and **price bid of technically qualified bidders** will be opened subsequently. The Authorized Representatives of the bidders may witness the process, if desired so.

TERMS AND CONDITIONS ARE AS FOLLOWS:

1. Eligibility Criteria

- i. Has establishment at Paradip, Odisha to carry out the said operation.
- ii. Has undertaken similar work (Export of Pig Iron or Steel Products) for large/ medium organizations in last 3 years, at Paradip Port/ major port in India.
- iii. Experience in CHA activities of Steel or Steel Products for exports.
- iv. Agents/Contractors shall have satisfactory/dispute free performance during last 3(three) years (2015 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.
- v. Should have valid CHA License in the names of Bidder from Customs, Paradip/ its jurisdiction.
- vi. Should have GST Registration in the state Odisha.

2. EMD/PBG:

Bidder should deposit EMD of Rs 5,000/- in shape of DD from a Nationalized bank in favour of MMTC Limited payable at Bhubaneswar or transfer online to MMTC Account No. 10229909115 State bank of India, Commercial branch, Bhubaneswar IFS Code SBIN0006657. In case of online transfer, the copy of account statement showing transfer be enclosed with technical bid in place of DD. Unless the amount is credited before the opening of Technical bid to said MMTC A/C the bid is not eligible. The EMD amount will be refunded to unsuccessful bidders. The amount will be retained as performance Guarantee of L-1 bidder and refunded after successful completion of awarded work without any interest without any interest.

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,
NIT NO. MMTC/BBSR/CHA/PIG IRON/18-19/001 dated 25.07.2018
FOR CUSTOMS CLEARANCE WORKS FOR PIG IRON EXPORT. “**

Second Envelop superscribing **“Price Bid: Part –II
NIT NO. MMTC/BBSR/CHA/PIG IRON/18-19/001 dated 25.07.2018
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 NIT NO. MMTC/BBSR/CHA/PIG IRON/18-19/001 dated 25.07.2018
FOR CUSTOMS CLEARANCE WORKS FOR PIG IRON EXPORT.”**

4. Due dates:

- a) The last date & time for submission of two bid tender along with above documents is **13:00 Hrs on 9thAugust 2018**
- b) Opening of the Technical bids at **15:00 on 9thAugust 2018**
- c) Opening of Price bid after the evaluation of Technical bid

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 for one years from the date of contract.

7. TERMS OF PAYMENT:

Within 21 days of handing over original shipping documents (B/Ls, stamped, Customs endorsed, Shipping Bill, GST Invoices 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. GST 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 for one year from the date of work order. The Principal/Owner on its sole discretion may extend the period of contract for another one year on the same terms and conditions as embodied in the contract.

10. GENERAL TERMS AND CONDITIONS:

- a) **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.**
- b) 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. MMTC does not guarantee any quantity for export.
- c) MMTC may at its discretion empanel one or more contractor against this tender subject to matching L1 price.
- d) The contractor shall not keep lien on the material at any point of time.

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 by giving notice within 15 days.

12. 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.”

13. 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 Bhubaneswar, the award made in pursuance thereof shall be binding to the parties.

14. FRAUD PREVENTION

1. Commitments of the Bidder(s) /Contractor(s) /Buyer(s) /Vendor(S): The Bidder(s)/ Contractor(s)/ Buyer(s)/ Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in “Fraud Prevention Policy” of MMTC (full text of which is available on MMTC’s website at <http://mmtclimited.gov.in>(<http://mmtclimited.gov.in/>))during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.
 - (a) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise
 - (b) allow any of MMTC’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (c) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal

gain, or pass onto others , any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

- (e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
 - (f) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.
2. Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause , above or “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/ Contractor(s) Buyer(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.
3. Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

15. HOLIDAY LISTING:

Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

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 (clearance of GST invoice of supplier, 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 in on line system of Customs (EDI) Authority at Paradip / appropriate Govt. Authorities.
- 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, MEIS and other purposes, for smooth completion of export of the cargo.
- 3) The Contractor shall keep close liaison with the Vessel Companies/Agents and obtain particulars regarding the arrival, berthing and sailing of nominated vessels, report to the Principal/ Owner co-coordinating with the Vessel and its agent and PICTPL.
- 4) To the extent needed, the Principal/Owner will arrange for payment of all customs, port charges etc of the cargo.
- 5) The Contractor shall lodge, with the time limits prescribed, all formal notices of claims with customs, Port Trust/PICTPL, 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 obtain endorsement of EXPORTS by the customs on DEPB & MEIS (EXPORT), incorporation of GST Invoice of supplier on Shipping Bill, within two days from the date of shipment. The contractor shall obtain amendments of Shipping Bills, if required within 2 working days, wherever necessary.
- 7) In case of return of pig iron unfit for export, the Contractor shall obtain necessary permission from Customs and PICTPL and get endorsed the GST invoice of supplier from Customs.

ANNEXURE -I**(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 Bhubaneswar/Paradip. Court at Bhubaneswar/Cuttack 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:
 1. Terms & Conditions at Annexure –I duly signed & stamped in each page.
 2. Mandatory Information Form at Annexure –III duly signed.
 3. Self Certified Copy of Custom House Agent License issued by Authority of jurisdiction of Paradip Customs.
 4. Self Certified Copy of Work Order from MMTC/NINL/any other PSU/any other reputed organization showing experience in CHA activities during last three years at Paradip/ major port in India.
 5. Self Certified copies of PAN No., GSTIN (Under Odisha state), EPF / ESI No etc.
 6. Price Bid (duly signed) submitted in sealed envelop

ANNEXURE-II

PRICE BID

NIT NO. MMTC/BBSR/CHA/PIG IRON/18-19/001 dated 25.07.2018

APPOINTMENT OF CUSTOMS HOUSE AGENT AT PICTPL, FOR PIG IRON

Sl No	Description of Activities	All Inclusive Rate in INR per Vessel basis
1	CHA OPERATION AT PICTPL (Paradip International Cargo terminal Pvt. Ltd.)	
2	GST	
	Total	

NB. The rates quoted by the bidders in the price bid will remain valid for thirty days from the tender's price bid opening date for acceptance by MMTC Limited.

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