



Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi – 110 003, India
Phone #: 011 24381513/ 24381302 FAX: 011 24364106 11 24364105 www.mmtclimited.gov.in,

NIT NO.MMTC/CO/CHA/HCFEMN/EXP/14-15 Dated: 13.06.2014

NOTICE INVITING FOR DOMESTIC TENDER

NO. MMTC/CO/CHA/HCFEMN/EXP/14-15 Dated: 13.06.2014

MMTC invites tender for appointment of handling, clearing, forwarding and customs house agent, stevedoring, etc for export of **HIGH CARBON FERRO MANGANESE** from interested domestic parties. The last date of submission of tender is by 1400 hrs on 4th July, 2014.

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

ADDITIONAL GENERAL MANAGER (MINERALS)



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TENDER FOR APPOINTMENT OF HANDLING, CLEARING, FORWARDING AND CUSTOMS HOUSE AGENT, STEVEDORING, ETC. FOR EXPORT OF HIGH CARBON FERRO MANGANESE

MMTC Limited, A Government of India Enterprise, having its registered office at Core 1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi 110003 invites sealed Tender in two bid system for Transportation, loading, unloading, handling, customs clearance, handling of containers and other works for export of High Carbon Ferro Manganese from MOIL plant at Balaghat, Madhya Pradesh through JNPT, Mumbai.

MMTC Limited will be exporting High Carbon Ferro Manganese by procuring the material from MOIL plant at Balaghat district of Madhya Pradesh. The cargo shall be exported from JNPT Mumbai by containers through ICD Nagpur.

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 4th July, 2014 at 14.30 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.

The bidders shall super scribe the name of the company, contact person, phone, fax, e-mail address, Tender no. and closing date. Incomplete offer or offer received after the closing time and date shall be rejected.

The offer may be addressed to Shri L.M.Bagga, Additional General Manager, MMTC LIMITED, Minerals Division, Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi – 110 003 to reach latest by 4th July, 2014 at 1400 hrs.

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TERMS AND CONDITIONS OF THE TENDER ARE AS FOLLOWS:

1. ELIGIBILITY CRITERION

The bidder shall fulfill the following criteria:

- i. Have establishment/ arrangement at ICD Nagpur and JNPT Port, Mumbai to carry out the said operation.
- ii. Has undertaken similar work for large organizations in last 5 years.
- iii. Experience in handling of export cargo of Minerals / Ferro alloys by containers as well as bulk.
- iv. Shall furnish EMD of Rs 1,00,000/- (Rupees One Lakh Only) either in BG or through RTGS to MMTC, Mumbai. (A/c No 230010200004688 Name of bank: Axis Bank, Branch: Bandra Kurla Complex, Mumbai. IFSC: UTIB 0000230) .
- v. Shall have requisite Certificate/License with reference to clearing, Handling, Forwarding and Stevedoring Operations.
- vi. Shall have Custom House Agent License issued by Custom house or arrangement with Custom House Agent having license issued by Custom House.
- vii. Shall have required Resources i.e. Men and Machineries as per declaration.
- viii. Shall furnish EMD: Rs.1,00,000/- (Rupees One Lakh only) in the form of DD /RTGS in favour of MMTC Limited, Mumbai.
- ix. Shall have PAN No., TIN No., Service Tax No., EPF / ESI No etc.
- x. Shall agree to furnish Performance Bank guarantee of Rs 5 Lakhs in the form of BG or DD or through RTGS in favour of MMTC Limited, Mumbai.

2. SCOPE OF WORK

The Scope of Work is detailed at Annexure A

3. MODE OF SUBMISSION OF BIDS

The bidder shall submit their offers separately in the following two-bid system:

- I) PART A: Technical Bid
- II) PART B : Price bid

Part A: The bidder shall enclose the following as part of Technical bid as indicated at Annexure I :-

- 1) Duly signed and stamped Tender documents.
- 2) Declaration regarding establishment/ arrangement at ICD Nagpur and JNPT Port, Mumbai to carry out the said operation.
- 3) Copies of work order for handling of export consignment from large organizations in last 5 years.



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- 4) Declaration regarding experience in handling of export cargo of Minerals / Ferro alloys by containers as well as bulk.
- 5) An EMD of Rs 1,00,000/- (Rupees One Lakh Only) by DD or through RTGS to MMTC, Mumbai. (A/c No230010200004688 Name of bank: Axis Bank, Branch: Bandra Kurla Complex, Mumbai IFSC: UTIB 0000230) .
- 6) Certified copies of Certificate/License with reference to clearing, Handling, Forwarding and Stevedoring Operations.
- 7) Certified copies of Custom House Agent License issued by Custom house.
- 8) Declaration regarding Resources i.e. Men and Machineries declaration.
- 9) Certified copies of PAN No., TIN No., Service Tax No., EPF / ESI No etc.
- 10) An undertaking to furnish Performance Bank guarantee of Rs 5 Lakhs in the form of BG or DD or through RTGS in favour of MMTC Limited, Mumbai.

Part B: The Bidder shall submit the Price bid as per price format at **Annexure- II** in another sealed envelope.

First Envelope superscribing “**Techno Commercial Bid: “Part –I OF NIT NO. [MMTC/CO/CHA/HCFEMN/ EXP/14-15 Dated: 13.06.2014](#)”**”.

Second Envelope superscribing “**Price Bid: Part –II of NITNo. [MMTC/CO/CHA/HCFEMN/EXP/14-15 Dated: 13.06.2014](#)”**”

Both the above envelopes containing Techno Commercial Bid and Price Bid in **Part –I & Part-II, shall be put in another envelop superscribing “NIT NO. [MMTC/CO/CHA/HCFEMN/EXP/14-15 Dated: 13.06.2014](#)”**”.

4. DUE DATE FOR SUBMISSION

The last date & time for submission of two bid tender along with above documents is 14.00 Hrs on 04.07.2014 and opening of the same at 14.30 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 all inclusive price bids of all functions. An agreement shall be entered between the principal and the successful bidder detailing the terms and conditions. The successful bidder shall arrange to send the duly signed agreement within 5 days from the date of receipt of agreement from MMTC.

6. PERFORMANCE BANK GUARANTEE

The Successful bidder shall furnish a performance guarantee in the form of bank guarantee or by DD or through **RTGS for Rs 5 lakhs (Rupees Five Lakhs only)** in favour of MMTC Limited, Mumbai



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7. TENURE OF THE CONTRACT

The contract will be valid during July- September 2014

8. TERMS OF PAYMENT.

Subject to any deductions, which the Principal/Owner may be entitled to make under the contract, the Contractor shall be entitled to payments generally as follows:

95% payment shall be made to the extent of work completed on FOB shipment basis to the contractors within 30 days of submission of bills. 5% payment will be made only after final reconciliation of total quantity handled. The Contractor shall maintain account of the consignment handled, such as particulars of dumpers, containers, unloaded, materials stacked, consignments, loaded into transport vehicles, labour provided etc. The Contractor shall make out appropriate documents in the proforma prescribed by the Principal/Owner within 48 hours of completing the work. All copies of the documents shall be handed over to the authorized representatives of the Principal/Owner. A material reconciliation statement for accounting to the total quantity received, shipped, diverted and balance is to be enclosed along with each lot to assess, shortages, loss or damages etc. & same is to be certified by Officials of MMTC Office at Mumbai.

9. SERVICE OF NOTICE ON THE CONTRACTOR:

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by registered post or leaving the same at the contractor's principal place of business (or in the event of the Contractor being Company to its Registered Office and at the Contractor's site office).

10. INDEMNITY

The Contractor undertakes all responsibility for and shall fully indemnify the Principal/Owner and keep the Principal/Owner fully indemnified and harmless, from all liability claims, costs, expenses, taxes and assessment including penalties, punitive damages, attorney's fees and court costs which are or may be required with respect to any breach of the contract or obligations under the assumed responsibility under the contract, including those imposed under any contract, future liability if any, local or national laws or in respect of all salaries, wages or other compensation of all persons employed by the contractor or his sub-contractors or suppliers in connection with the performance of any work covered by the Contract. The Contractor shall execute and deliver such other additional instruments, and to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the contract and fully protect the Principal/Owner.

11. 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



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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.

12. INSURANCE

The Principal/Owner shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of Contract. The Contractor shall be responsible of effecting insurance under the Indian Workman's Compensation Act, Third Party liability insurance and any other insurance in accordance with the Indian Laws and regulations at their own cost.

13. CUSTODY, INTIMATION OF SHORTAGE AND DAMAGES ETC.

On receipt of material, the Contractor shall assume and vest custody thereof and remain responsible thereafter until those are handed over to the Principal/Owner. The Contractor, shall whether acting as Principal/Owner's agent or as custodian, is responsible for communicating to the Principal/Owner any shortages, breakages, or damages etc. as soon as they come to their notice.

14. EXTENSION OF CONTRACT.

This contract is valid during July- September 2014. 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.

15. 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) Safety Clause : The Contractor shall see that his workmen are strictly following the provisions of the safety equipments while on work. They shall provide the necessary safety equipment to his worker at his own cost. In case the contractor fails to provide the safety equipment (safety helmet, safety shoes, dust mask, goggles etc) to his workers, the company may supply the same and the cost thereof will be realized from the service provider. They have to follow safety norms of ICD Nagpur and JNPT Mumbai.

The Contractor shall comply with the company's present safety rules and regulation as well as with the new regulations issued by the company from time to time. By accepting this work order, they undertake that it fully aware of the safety norms and requirement for the job / services to be executed by it and shall take all necessary steps in that regard. They will put on all prescribed Personal Protective Equipments (such as safety shoes, helmets, hand gloves, safety belts, safety goggles, and all other safety appliances etc as applicable to the job.) while working inside the mine premises and such Personal Protective Equipment (PPEs) must be as per company's standard.



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The Contractor shall understand the work, analyze the job safety and prepare the job safety and house keeping plan. They shall monitor the plan regularly and adhere / improve the plan, if required, for safe execution of the contract.

If the Contractor not following the above instructions will be fully responsible for all kinds of unsafe acts, conditions, practices and incidents at their own risk and cost. In all such cases, the contractor shall indemnify MMTC against all claims, demands, damages and compensation.

- c) The Contractor will make his own arrangements for the accommodation of his staff and fulfill all the requirements of his staff including safety, provision of safety appliances etc.
- d) For the entire statutory requirement related to State Govt and Central Govt, particularly in case of their PF, bonus, service tax and all other related issues of his staff has to be taken care of by the contractor. Service tax as applicable would be borne by MMTC Limited.
- e) This letter of engagement on contract shall not create any right of employment in the company and the relationship shall be purely contractual.

16. 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.

17. 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.”

18. 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 Mumbai, the award made in pursuance thereof shall be binding to the parties



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ANNEXURE - 1

SCOPE OF WORK

1. DEFINITION:

The following terms and expressions, as used hereunder shall have meaning hereunder except where the contract otherwise requires.

1. "Principal/Owner" shall mean MMTC Limited, having its Registered Office at Scope Complex, Core-1, 7- Institutional Area, Lodi Road, New Delhi, and having its Regional Office at MMTC House, Plot No. C-22, Bandra Kurla Complex, Bandra(East), Mumbai 400 051 and shall also include employees Personnels, representatives, their successors and assignees .
2. "Contractor" shall mean the M/s..... having its office at..... , (whose tender shall be accepted) and shall include his/her/their heirs, executors, administrators, legal representative, successors and assignees approved by the Principal/Owner.
3. "Cargo" shall mean High Carbon Ferro Manganese
4. MOIL shall mean MOIL Limited, MOIL Bhawan, Katol Road, Nagpur, Maharastra and its plant situated at Balaghat, Chattisgarh.
5. 'Site' shall mean the place or places envisaged by the Principal/Owner at which the services are to be performed under the contract.

2. SCOPE OF WORK:

The scope of work envisages the followings:

a. The cargo shall be transported in the following two ways:-

- I. Receipt and Transportation by suitable trucks from MOIL plant Balaghat to ICD Nagpur and thereafter stuffing of the containers with cargo at ICD Nagpur.
- II. Receipt and Transportation by containers after stuffing with cargo at MOIL plant Balaghat and movement to ICD Nagpur.

b. Excise clearance of cargo

c. Customs clearance at ICD Nagpur.

d. Receipt and Transportation of cargo by containers from ICD Nagpur to JNPT Mumbai.

e. Obtain necessary Shipping documents as advised by the Principal/ owner from time to time.

- 2.1) Custody of the Cargo shall rest with the contractor from the cargo leaves MOIL plant Balaghat till the cargo is loaded onto vessel.
- 2.2) The Contractor shall be responsible for the quantity of the Cargo taken out from the MOIL plant, Balaghat premises/godown till it is loaded into the vessel and Shipped on Board Bills of Lading are obtained. Thus the Contractor shall be responsible for the security of the material while it is in transit from MOIL plant to ICD Nagpur, during its storage in ICD Nagpur area and again during transit from ICD Nagpur to JNPT Mumbai and till it is loaded into the vessel (s) and Shipped on Board Bills of Lading are obtained.



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- 2.3) The contractor shall take full precaution for handling to minimize breakages and consequent risings of cargo chips and dust arising of cargo and dusts i.e. export shut out wharf returns in excess of 2.0 % of total exports during the contractual period shall be deemed as due to inadequate care. Inspection Agency appointed by the Principal/Owner shall be binding on both the parties.
- 2.4) The contractor shall keep complete records of tonnage of Cargo carried by each trips of the transport trucks/containers. The Principal/Owner is entitled to carry out physical stock verification at intervals as it deems fit. Actual quantity of cargo shall be weighed at MOIL plant at Balaghat. The inspection agency shall issue weight and quality analysis certificates at MOIL plant. The certificates issued by inspection agency shall be binding on both Principal and Contractor.
- 2.5) The Contractor shall stack the material in the Port area as directed by the Principal/Owner. The Contractor has to provide necessary lighting and security to the material during storage at Port area.
- 2.6) The Principal/Owner shall arrange the stacking site at the designated place in Port area. The expenditure involved in maintaining the site including site repair is deemed to be included in the rate and no separate payment shall be made to the contractor for this operation.
- 2.7) The Contractor shall file appropriate and necessary documents with customs authorities and obtain customs clearance for export of material as well as works related to CT1 bond, ARE clearance, Duty Draw Back 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.
- 2.8) 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.
- 2.9) 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 after the vessels arrival. The Contractor shall co-ordinate with the Vessel's agent and the port authorities for berthing of the vessel.
- 2.10) The Contractor shall be required to perform all duties, which are bound to under the Customs Act, Port Rules and procedures as amended from time to time.
- 2.11) 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.
- 2.12) 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.
- 2.13) 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.



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- 2.14) The Contractor shall obtain endorsement of EXPORTS by the customs on DEEC (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.
- 2.15) The Contractor shall arrange adequate number of transport vehicles, in good running condition, for loading of material from the Port area and transport it to the wharf thus to ensure loading of container into the vessel.
- 2.16) It is the Contractor's responsibility to arrange for adequate labourer to ensure the loading rate.
- 2.17) The Contractor shall when directed by the Principal/Owner transport the material after weighing at Principal/Owner's weighbridge directly to the designated area.

3) CARGO HANDLING ACTIVITIES

- 3.1) Possession of necessary licenses from Dock Labour Board, ICD Nagpur and JNPT Mumbai Port Trust and other authorities for the stevedoring / handling of the material.
- 3.2) Arranging necessary gears and labour including D.L.Labour, if any, required for the work at Contractor's cost and expenses.
- 3.3) Ensuring for each vessel a steady, smooth loading of containers into the vessel. For this purpose responsibility of making arrangements for deploying necessary equipment and labour would entirely rest with the Contractor.
- 3.4) The Contractor shall carry out necessary stowing, securing operation to the satisfaction of the Master of the Vessel. Unless recordings are adequately made and got endorsed by Vessel Master by the Contractor, to fully protect the Principal/Owner for such loss of time, pro-rata working time if any lost shall not be considered.
- 3.5) Contractor shall obtain from the Master of the vessel, a clean certificate that full material has been loaded, stowed, and secured as directed by the Master of the Vessel to his entire satisfaction.
- 3.6) Any extra cost due to delay in loading or damage caused to the vessel/cargo/equipment in the course of operations shall be borne by the contractor.
- 3.7) The Contractor shall perform the functions of protective agent and shall be responsible for operations including ARE-1 verifications & certification from customs, works related to Duty Draw Back , obtaining permission from customs for return of pig iron (broken pieces) unfit for export to NINL Plant, preparation of shipping bills, filing of entry inward, preparation of



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daily reports, obtaining clean Mate's receipt in required number of copies, preparation of statement of facts and getting them signed by the Master of the Vessel/Agent/Principal.

ANNEXURE-I

(TECHNICAL BID)

NIT No. MMTC/CO/CHA/HCFEMN/EXP/14-15

DATED : 10.06.2014

Sl. No.	Particular	Yes/ No	Remarks
1.	Duly signed and stamped Tender documents are enclosed		
2.	Declaration regarding establishment/ arrangement at ICD Nagpur JNPT Port, Mumbai to carry out all operations is enclosed.		
3.	Copies of work order for handling of export consignment from large organizations in last 5 years are enclosed.		
4.	Declaration regarding experience in handling of export cargo of Minerals / Ferro alloys by containers as well as bulk is enclosed.		
5.	An EMD of Rs 1,00,000/- (Rupees One Lakh Only) either by DD or through RTGS to MMTC, Mumbai. (A/c No230010200004688 Name of bank:Axis Bank Branch:Bandra Kurla Complex, Mumbai IFSC:UTIB 0000280) is enclosed.		
6.	Certified copies of Certificate/License with reference to clearing, Handling, Forwarding and Stevedoring Operations are enclosed		
7.	Certified copies of Custom House Agent License issued by Custom house are enclosed.		
8.	Declaration regarding Resources i.e. Men and Machineries is enclosed.		
9.	Certified copies of PAN No., TIN No., Service Tax No., EPF / ESI No etc. are enclosed.		



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10.	Undertakings to furnish Performance Bank guarantee of Rs 5 Lakhs in the form of BG or DD or through RTGS in favour of MMTC Limited, Mumbai is enclosed.		
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ANNEXURE-II

(PRICE BID)

NIT NO.MMTC/CO/CHA/HCFEMN/EXP/14-15 Dated: 14.06.2014

APPOINTMENT OF HANDLING,CLEARING,FORWARDING AND CUSTOMS HOUSE AGENT, STEVEDORING, ETC FOR EXPORT OF HIGH CARBON FERRO MANGANESE EX JNPT THROUGH ICD NAGPUR

S.No	Particular	Unit	Per 20' chg.(Rs.) ICD STUFFING	Per 20' chg. (Rs.) FACTORY STUFFING
1.	CHA Charges	Per Container		
2.	Fumigation (MB Single Dose) (if required)	Per Container		
3.	Loading Unloading Labor Charges	Per Container		
4.	Packing, Repacking Cargo Weighment & Examination	Per Container		
5.	Rail Freight (Above 26 MT incl.Cont. Tare Wt.)	Per Container		
6.	Transportation for Cargo from Factory to ICD Nagpur	Per Cargo MT		
7.	Transportation from Western Empty Yard to ICD Nagpur (if required)	Per Container		
8.	Transportation from Empty Park to Factory/ICD Nagpur (Approx Shipper Trailer)	Per Container		
9.	Polarization, Lashing, Raping Charges (Pallet Chg. For per Jumbo Bag)	Per Pallet		
10.	ST. AS GOVT. RULES			
	Total (all Inclusive)			

The rates quoted by the contractors in the price bid will remain valid for 90 (ninety) days from the date of opening the tender.

Place : _____

Signature : _____

Date: _____

Name : _____



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Designation : _____

Company Seal/Stamp : _____



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Annexure-III

(On Company Letterhead)

Dated: _____

To,

The Chief General Manager (Minerals),
MMTC Limited,
Corporate Office,
Core-1, SCOPE Complex,
7, Institutional Area,
Lodi Road,
New Delhi-110 003

Sub: Undertaking on Performance Bank guarantee.

Dear Sir,

We hereby agree and undertake that in the event we are awarded the contract we shall furnish Performance guarantee in the form of a Bank Guarantee or DD or through RTGS for a sum of Rs 5 lakhs (Rupees Five Lakhs only). In case, we fail to furnish the above said guarantee, MMTC Limited shall be at liberty to invoke Earnest Money Deposit and also to take appropriate action as deemed fit.

Thanking you,

Yours faithfully,

(Authorized Signatory)