

17

TECHNO-COMMERCIAL BID

MMTC Limited,  
8, India Exchange Place,  
NIC Building, 4<sup>th</sup> floor,  
Kolkata- 700 001

1. NIT No. MMTC/Kol/NFM/NIT/2015-16 dated 29-07-2015

2. Name of the Firm: M/s.....  
Phone No.....Fax No.....e.mail ID No.....

3. Address of the:  
a) Head Office:

b) Local/Branch office

4. Whether worked with MMTC earlier?:..... Yes/No (If "Yes", please specify period)

5. Service Tax Regn No.:

6. Customs Registration No:

7. PAN number :

Signature of the Bidder along with Seal

PRICE BID

MMTC Limited,  
8, India Exchange Place,  
NIC Building, 4<sup>th</sup> floor,  
Kolkata- 700 001

NIT No. MMTC/Kol/NFM/NIT/2015-16 dated 29-07-2015.

**A) SCHEDULE OF IMPORT RATES for 20' Container(For MMTC CWC Bonhoogly godown, Kolkata )**

- |  |   |                         |
|--|---|-------------------------|
| 1) Agency Commission                               | : | ..... per Bill of Entry |
| 2) High Seas charges at Dock                       | : | ..... per Bill of Entry |
| 3) Delivery Charges at Dock                        | : | .....per MT             |
| 4) Loading charges at Dock/ weighment/<br>stacking | : | .....per MT             |
| 5) Container Guarantee charges                     | : | .....per Guarantee      |
| 6) Transportation charges                          | : | ..... per MT            |
| (From Kolkata Port to Bonhoogly,MMTC Godown)       |   |                         |
| 7) Unloading charges at Bonhoogly                  | : | .....per MT             |
| 8) De-stuffing of container                        | : | .....per MT             |
| 9) Container Detention charges                     | : | ..... per MT            |
| 9A) Truck Detention charges                        | : | ..... per MT            |
| 10) Any other charge (please specify)              | : | .....per MT             |

**B) SCHEDULE OF IMPORT RATES (For MSF Ichapur, 24 Parganas (N))**

- |  |   |                         |
|--|---|-------------------------|
| 11) Agency Commission                              | : | ..... per Bill of Entry |
| 12) High Seas charges at Dock                      | : | ..... per Bill of Entry |
| 13) Delivery Charges at Dock                       | : | .....per MT             |
| 14) Loading charges at Dock/weighment/<br>stacking | : | .....per MT             |
| 15) Container Guarantee charges                    | : | .....per Guarantee      |
| 16) Transportation charges                         | : | ..... per MT            |
| (From Kolkata Port to Ichapur)                     |   |                         |
| 17) Unloading charges at Ichapur                   | : | ..... per MT            |
| 18) De-stuffing of container                       | : | .....per MT             |
| 19) Container Detention charges                    | : | ..... per MT            |
| 19A) Truck detention charges                       | : | ..... per MT            |
| 20) Any other charge (please specify)              | : | .....per MT             |

C ) SCHEDULE OF IMPORT RATES(For MMTC's godown at CWC, Jamshedpur)

- |  |   |                         |
|--|---|-------------------------|
| 21) Agency Commission  | : | ..... per Bill of Entry |
| 22) High Seas charges at Dock                                | : | ..... per Bill of Entry |
| 23) Delivery Charges at Dock                                 | : | .....per MT             |
| 24) Loading charges at Dock/weightment/<br>stacking          | : | .....per MT             |
| 25) Container Guarantee charges                              | : | .....per Guarantee      |
| 26) Transportation charges<br>(From Kolkata Port to Ichapur) | : | ..... per MT            |
| 27) Unloading charges at Ichapur                             | : | ..... per MT            |
| 28) De-stuffing of container                                 | : | .....per MT             |
| 29) Container Detention charges                              | : | ..... per MT            |
| 29A) Truck detention charges                                 | : | ..... per MT            |
| 30) Any other charge (please specify)                        | : | .....per MT             |

Signature of the Bidder along with Seal



## NOTICE INVITING TENDER

NIT No. MMTC/Kol/NFM/NIT/2015-16

Dated 29-07-2015

### Sub: Empanelment of Clearing and Handling Agent for import consignments of Non Ferrous Metals

Sealed offers are invited in two bid systems for clearing & handling of Non Ferrous Metals at Customs, Kolkata and transportation of the consignment to MMTC's CWC, Bonhoogly Godown, Kolkata - 700087 and/or Metal And Steel Factory, Ishapore, Nawabgunj, North(24) Parganas - 743144 and/or MMTC's Godown, CWC, Jamshedpur, Gamhariya, Jharkhand - 832108.

#### A) SCOPE OF WORK:

1. To obtain clearance of consignments from port authorities on receiving information of arrival of the cargo from the steamer agent and /or from MMTC.
2. To inform MMTC Port/wharfage charges, terminal handling charges and container yard charges, etc. all payment to CFS and to the steamer agent, etc, duly supported by documents wherever applicable.
3. To arrange for filing of Bill of Entry and all other requirements before clearance of the cargo.
4. To do all work at port for timely clearance of consignments, liasioning with Port & Customs officials, shipping line and CFS.
5. To arrange all work connected to weighment, loading/stacking, delivery etc wherever required.
6. To arrange for the transportation of consignments from port/ CFS to MMTC's godown or any other specified location.
7. Quotation shall be under the heads mentioned in price bid.

B) EMD REQUIREMENT : Successful bidder will be required to submit Earnest money deposit of Rs.50,000/- (Rupees fifty thousand only) in cash or BG. No interest shall be paid for EMD deposited.

EMD liable to be forfeited, for breach of any or part of the terms and conditions of the agreement. MMTC reserves the right to award work partly or in full, or can cancel the work order at its discretion without assigning any reason thereof

- C) LIQUIDATED DAMAGES : In the case of delay on the part the bidder for clearance of the cargo beyond 1 (one ) clear working day from the date of receipt of clearance, penalty will be imposed as follows:-

<u>Delay period</u>	<u>Penalty</u>
02-10 days (Both days inclusive)	Rs. 1,000 per B/E
11-15 days (Both days inclusive)	Rs.15,000 per B/E
16-20 days (Both days inclusive)	Rs.25,000 per B/E
21-25 days (both days inclusive)	Rs.35,000 per B/E
Beyond 25 days	Rs.50,000 per B/E

- D) ARBITRATION : All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect to the agreement or breach thereof shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 and the Rules of Arbitration of Indian Council of Arbitration, award made in pursuance thereof shall be binding on both parties. The venue of the Arbitration shall be at Kolkata.
- E) FORCE MAJEURE: If at any time during the currency of the contract, the performance in whole or in part by either party on any obligation under this contract shall be prevented or delayed by reason of War, Hostility, Act of Public Enemy, Civil Commotion, Sabotage, Fire, Flood, Explosion, Epidemic Quarantine restrictions, Acts of state or Act of God, hereinafter referred as eventualities, then the buyer may extend the contract the contract for the period of Force Majeure, provided notice of the happenings of any such eventualities is given, supported by a certificate of appropriate authority or chamber of commerce by either party to the other within 15 days from the date of occurrence thereof.
- F) TERMINATION FOR DEFAULT:
1. MMTC may, without prejudice to any other remedy for breach of purchase order/work order, by written notice of default, sent to the bidder, terminate the Agreement/work order in whole or in part.
  2. If the bidder fails to deliver any or all of the services within the time period(s) specified in the Agreement/work order, or any extension thereof granted by MMTC.
  1. If the bidder fails to perform any other obligation(s) under the Agreement/work order; and if the bidder, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as MMTC may authorize in writing) after receipt of the default notice from MMTC.



G) DISCLAIMER:

The information contained in the tender document provided to bidders on behalf of MMTC is being provided to all interested bidders on the terms and conditions set out in this tender document. This tender document is not an agreement and is not an offer or invitation to any other party. The purpose of this tender document is to provide bidders with information to assist the formulation of their proposal submission. This tender document does not purport to contain all the information bidders may require. This tender document may not be appropriate for all persons, and it is not possible for MMTC to consider the investment objectives, financial situation and particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this tender document and obtain independent advice from appropriate sources. MMTC and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.

MMTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document.

The tender document, duly signed as acceptance of the terms and conditions, along with price bid as per enclosed format, shall have to be submitted latest by 12.00 noon on 24<sup>th</sup> August, 2015. Tender received thereafter will not be accepted.

Tender document duly signed along with price bid are to be put in a single sealed envelopes super scribing 'TENDER FOR CHA- NON FERROUS METALS' on the envelope.

MMTC reserves the right to accept and/or reject any part or full of the tender without assigning any reason thereof. Any tender which does not fulfill any of the prescribed condition would be liable to be rejected.

This tender notice shall form part of the contract.

GENERAL MANAGER (NFM)  
MMTC LIMITED, KOLKATA

Encls: 1.Price Bid.

2. Techno Commercial Bid