

MADRAS FERTILIZERS LIMITED
(A Govt. of India Undertaking)
Manali, Chennai - 600068
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NOTICE INVITING TENDER - AWARD OF CONTRACT FOR PHOSPHORIC ACID SHIPMENT CLEARING AGENT AT CHENNAI PORT FOR THE YEAR 2018-19

TENDER NO : MFL/COM/PASCA/2018-19 DATED 01/12/2017

- 1) Sealed Tenders are invited from well-established and experienced Clearing Agents possessing Clearing & Forwarding (C & F) License & Indian Customs House Agent License [CHA] for Phosphoric Acid Shipment Clearing Agent Contract at Chennai Port for the Year 2018-19.
- 2) The terms and conditions are given in the General Instructions to Tenderers.
- 3) The tender should be submitted in two separate covers as under:

Technical Bid			
Cover-1	(1)	Attachment - I	Information about the tenderer, Certificate of Experience and required documents
	(2)	Attachment - II	Copies of Port Trust C&F License & Indian Customs House Agent License
	(3)	Attachment - III	Specimen agreement format duly signed in each page
	(4)	Attachment - IV	General Instructions
Price Bid			
Cover-2	(1)	Attachment - V	Schedule of Rates

Both the sealed envelopes Cover-1 and Cover-2 should be kept inside a separate sealed Outer Cover-3 and superscribed "Tender No. MFL/COM/PASCA/2018-19 Dated 01/12/2017".

- 4) Tender forms can be downloaded from our website: www.madrasfert.nic.in and used by the bidders.
- 5) The tenders duly completed and sealed should be submitted on or before **16.00 Hrs on 21/12/2017** and the tender should be superscribed **"TENDER NO. MFL/COM/PASCA/2018-19 DATED 01/12/2017"**
- 6) The tenders will be opened at 14.00 Hrs on 22/12/2017 at the office of the DGM-Commercial & MM, Madras Fertilizers Limited, Manali, Chennai-600068.
- 7) MFL reserves the right to accept or reject any tender without assigning any reason whatsoever and has no obligation to accept the lowest tender. MFL also reserves the right to appoint one or more agents for any or all of the operations.

Tenders received belatedly and incomplete shall be rejected.

DGM-Commercial & MM
Manali, Chennai-600068

GENERAL INSTRUCTIONS TO TENDERERS
[TO BE ATTACHED AS ATTACHMENT-IV IN COVER-1]

1.0.0 BRIEF DESCRIPTION OF WORK

Volume of work

MFL propose to Import approx. 71,000 MTs of Phosphoric Acid solution through 8 Shipments during the year 2018-19.

1.1.0 Scope of services to be performed by Agent

Per Clause-III of the agreement.

2.0.0 The Tender Document comprises the following:

- a. General Instructions to tenderers
- b. Tender submission Form Specimen
- c. Information about the tenderer
- d. Specimen agreement containing Terms and Conditions governing appointment as Phosphoric Acid Shipment Clearing Agent
- e. Schedule of rates for the services to be performed by the Agent.

3.0.0 Information about tenderers

The tenderer should have valid C&F license and Indian Custom House Agent (CHA) License in their name and provide all the details **as Attachment-II in Cover-1.**

4.0.0 Signing of the Tender and documents

The tender duly filled in all respects shall be signed on each page by the tenderer(s).

4.1.0 The tender and all connected documents shall be signed by all the Partners / Directors/Members of the Tenderers or any such person who has the full authority to bind all the Partners/Directors/Members of the Tenderers. Person or persons signing the tender shall state in what capacity he is or they are signing the Tender e.g. as sole proprietor of a firm or as Secretary / Manager/ Director / Managing Partner, etc. of a Limited Company.

4.2.0 In the case of Partnership firms, the names of all the partners should be disclosed and the tender shall be signed by the partners or their duly constituted attorney having authority to bind all the partners in all the matters pertaining to the contract.

4.3.0 In the case of limited company, the names of all the directors shall be mentioned and it shall be certified that the person signing the tenders is empowered to do so on behalf of the company.

4.4.0 The person signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has the authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract.

4.5.0 The application form must be accompanied by documentary wherever required.

4.6.0 Possession of the valid C & F license in his/their own name at Chennai Port.

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- 4.7.0 Possession of the valid Indian Customs House agent license in his/their own name.
- 4.8.0 Minimum of two years' experience in handling bulk / liquid in the last five years.
- 4.9.0 Non-performance/failure/refusal to fulfill the contractual obligations either in part or in full during the earlier period(s) of his/their contract with MFL will be a disqualification.
- 4.10.0 Should produce copy of IT returns for last two years.
- 4.11.0 The tender forms shall be filled in by the tenderers neatly, completely and accurately. Any alteration, erasure or overwriting shall be neatly carried out and duly attested by the full signature of the tenderers.
- 4.12.0 The tender not fulfilling the above conditions will be liable for rejection.
- 5.0.0 **Payment :** Vendor shall submit the Bills in duplicate, with necessary attachments for the services performed. Payment will be made thru on-line mode within 30 days of submission, provided the bills are in order.
- 5.1.0 Any other expenses (Customs OT, Night and Holiday Charges, etc.,) made by the agent in related to vessel clearing will be reimbursed on actuals by submitting relevant documentary proof.
- 6.0.0 Negotiation : Will be conducted with L1 vendor, if required
- 7.0.0 Bid Validity : 90 Days from the date of tender opening.
- 8.0.0 Sequence of Opening of Covers: Offers received will be serially numbered on Outer Cover (Cover-3). Outer Cover will be opened and all the two Covers will be taken out. Among the two Covers, Technical bid (Cover-1) will be opened first. After evaluation of Technical bids only, the Price bids (Cover-2) of the qualified bidders will be opened.
- 9.0.0 **Documents to be attached to Tender form**

Cover-1	Technical Bid consisting of the following:		
	(1)	Attachment - I	Information about tenderer, Certificate of Experience and required documents
	(2)	Attachment - II	Copies of Port Trust C&F License & Indian Customs House Agent License
	(3)	Attachment - III	Specimen agreement format duly signed in each page
Cover-2	(4)	Attachment - IV	General Instructions
	Price Bid		
	(1)	Attachment - V	Schedule of Rates

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10.0.0 Submission of Tender

10.1.0 The tender forms shall be filled in by the tenderer neatly, completely and accurately. Any alteration or overwriting shall be duly attested by the full signature of the tenderer.

10.2.0 The tenderer must quote for all the services on the basis of **lump sum rate per shipment (Inclusive of all taxes)**.

10.3.0 Offer should be sent in a sealed cover as detailed below:

Cover-1:

Should contain duly filled Tender submission form along with Attachments-I, II, III & IV and all other required documents sought as per Attachment-I and Clause of 4.0.0 of the General Instructions to the Tenderers.

Cover should be sealed & superscribed as

"Cover-1 - Technical Bid for Tender No. MFL/COM/PASCA/2018-19 Dt 01/12/2017"

Cover-2:

To contain **Price Bid (Schedule of Rates)** as per the format prescribed in **Attachment-V**.

Cover should be sealed & superscribed as

"Cover-2 - Price Bid for Tender No. MFL/COM/PASCA/2018-19 Dt 01/12/2017"

All the above two sealed Covers-1 and 2 should be put in a separate 3rd Outer Cover. The 3rd Outer Cover should be sealed & superscribed as

"TENDER NO. MFL/COM/PASCA/2018-19 DATED 01/12/2017"

& the same should be addressed and sent to

**The Deputy General Manager (Commercial & MM)
Madras Fertilizers Limited
Manali, Chennai – 600068**

on or before 1600 Hrs on 21/12/2017.

TENDER SUBMISSION FORM

From:

Phone No.:

To

**DGM – Commercial & MM
Madras Fertilizers Limited
Manali, Chennai - 600068**

Dear Sir:

I / We submit the sealed tender for appointment of Phosphoric Acid Shipment Clearing Agent at Chennai Port.

I / We have thoroughly examined and understood the instructions, terms and conditions, services to be rendered, duties and responsibilities contained in the **Tender No. MFL/COM/PASCA/2018-19 Dated 01/12/2017** and agree to abide by them.

I / We agree to work at the rates quoted by me / us in the tender for the entire period of the contract [**Attachment V**].

I / We understand that MFL may appoint others as Agents at the same or different rates at any time during the contract period.

I / We hereby declare that all the details given in the tender comprising all the attachments are true.

I / We hereby accept all the terms and conditions as per NIT.

I/We enclose the following:

Cover-1: Technical Bid

- (1) Attachment-I - Information about tenderer, Certificate of Experience and required documents
- (2) Attachment-II - Copies of Port Trust C&F License & Indian Customs House Agent License
- (3) Attachment-III - Specimen agreement format duly signed in each page.
- (4) Attachment-IV - General Instructions

Cover-2: Price Bid

- (1) Attachment-V - Schedule of Rates

Thanking you,

Very truly yours,

Signature of the Tenderer**Office seal with Designation**

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**(To be attached as attachment III)
AGREEMENT FOR APPOINTMENT AS PHOSPHORIC ACID SHIPMENT
CLEARING AGENT AT CHENNAI PORT (2018-19)**

AGREEMENT made this day of between MADRAS FERTILIZERS LIMITED, having its Registered Office at Manali, Chennai – 600068 [hereinafter referred to as MFL] of the one part and M/s. _____, No. _____ [Address], [hereinafter referred to as the Agent] of the other part.

I. Definition

“MFL” shall mean MADRAS FERTILIZERS LIMITED, Manali, Chennai 600068 or any of its authorized officers.

The Agent shall mean and include the person or persons, firm or company with whom the Agreement has been entered into including their heirs, successors, administrators, executors and their permitted assignees as the case may be.

SERVICES shall mean the performance of any of the items of work enumerated in the Schedule of Rates and as elaborated in the scope of services, vide Clause III of this agreement, including such auxiliary and incidental duties and operations as may be indicated by the authorized officials of MFL.

Singular and Plural – Words imparting singular also include the plural and vice-versa wherever the context requires. Words imparting persons shall include any incorporated company or a registered association or body of individuals or a firm of partnership.

II Constitution of the Tenderer

The Agent shall not change the composition during the currency of the contract without the prior approval of MFL. Any happening like death/resignation of any partner/director/member shall be notified within 24 hours of such happening by Registered letter to the DGM – Commercial & MM, Madras Fertilizers Limited, Manali, Chennai-600068. On receipt of such notice, MFL reserves the right either to terminate or continue the contract.

The contract shall be awarded on the basis of “principal-to-principal” and the Agent shall be deemed to be an independent contractor engaged for the performance of services/work/job in the manner and to the extent provided in these presents.

III Scope of Service

- a. Completing all Customs and Port formalities prior to arrival of each shipment viz. getting Bill of Entry passed by various departments of Customs and Import Application by Port Authorities.
- b. Arranging expeditious Customs / Port clearance for berthing of ship.
- c. Arranging Customs supervision and clearance for discharge of cargo from ship to storage tanks.
- d. To Liaise with Port Authorities and preparing the docks free of all obstructions before berthing of ship to provide free working space for discharge operations.
- e. Obtaining copies of Bills and statement of accounts from Port and Customs Authorities regularly and forwarding to MFL.

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- f. Finalisation of Provisional Duty Bond, cancellation of BG for 1% Extra Duty Deposit and Customs Duty refund for short landed quantity from Customs.
- g. On arrival of the vessel, C&F Agent has to arrange for inspection/examination of cargo by Customs officials, if insisted by Customs Authorities.
- h. Arranging shore tank inspection by customs officials at MFL PAT and to get "Out of Charge Order" for releasing the Cargo for transportation to MFL.

MFL based on the offer, assurance and undertaking of the Agent has selected, agreed and accepted the Agent for the award and performance of services per Clause III above at Chennai Port on the terms and conditions herein after following:

1. The Agent at the time of signing the Agreement shall declare whether they are sole proprietary concern / registered Partnership firm or Private Limited Company or Public Limited Company. The Agent shall indicate in writing the name of the person in whose hands the active management and control of the work relating to the contract during the period of the contract would lie and also nominate the person authorized to sign bills on their behalf.
2. The person signing the Agreement / document in matters relating to the contract shall be deemed to have been given the authority to bind the firm or Company or the individual, as the case may be.
3. MFL will hand over to the Agent all documents relating to handling of the vessel. In the event of delay in receipt of documents from suppliers, MFL shall furnish, the required Indemnity Bond and the Agent will take all necessary steps to ensure Berthing of the vessel without loss of time. The agent is responsible for all documentations pertaining to Phosphoric Acid shipments per Scope of Service vide Clause III.
4. The agent should provide the workings to MFL for payment of Customs Duty and Port charges on receipt of documents.
5. On receipt of workings from the agent, MFL will pay the Customs Duty thru ICEGATE and transfer payment to Indian Bank EDI Port A/c, for Port charges. The agent shall liaise with Customs and Port Authorities to obtain necessary clearances before the vessel is berthed. After completion of unloading, the Agent shall liaise for transfer of cargo from Port to MFL (out of charge order and closure of IA) and submit the necessary IA & Bill of Entry copies to MFL.
6. MFL does not guarantee any definite volume of work at any time or throughout the period of the contract. The mere mention of any item of work in this contract does not by itself confer any right on the Agent to demand that work. MFL will also have the right to appoint one or more agents for any or all the services mentioned in this contract and to divide the work in between such Clearing Agents and no claim shall lie against MFL by reason of such division of work.

IV Subletting

The Agent shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of MFL. Contravention of this condition would result in recovery of any loss suffered on account of the authorized acts of the C&F Agent.

V Responsibilities and Liabilities of the Agent

1. The Agent shall be paid the remuneration in respect of the services described in the Scope of Service vide Clause III of the Agreement and performed by them at the rates specified in the Schedule vide Attachment-V.
2. In the event of failure on the part of the Agent to perform any of the services mentioned in the Agreement efficiently or to the entire satisfaction of the officer authorized by MFL, MFL shall, without prejudice to other rights and remedies under this agreement have the right to recover by way of compensation from the Agent the losses suffered by MFL.
3. Bills will be submitted, in duplicate, with necessary attachments for the services performed. Payment will be made thru on-line mode within 30 days of submission, provided the bills are in order.

VI Validity of Contract

1. Both the parties hereby agree that this Agreement will be valid for one year from the date of agreement entered into.
2. The contract can be extended for a further period of one year with mutual consent.
3. Either party can terminate the contract by giving 90 days' notice in advance in writing.

VII Summary Termination

1. Notwithstanding anything contained in Clause VI above, MFL reserves the right to terminate the contract forthwith due to any failure/breach on the part of the Agent of any of the terms and conditions of the contract or in discharging the obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of MFL in this regard shall be final and binding on the Agent.
2. In the event of such summary termination by MFL as stated in VII (1) above, MFL shall have the right without prejudice to any other rights / remedies, to get the work done through any other agency for the unexpired period of the contract at the risk and cost of the Agent and forfeiture of amount lying to the credit of agent, towards losses, damages, expenses or costs that may be suffered or incurred by MFL due to Agent's negligence or unworkman – like non-performance of any of the services under the contract.

VIII Laws governing the contract

The contract will be governed by the laws of India for the time being in force and amended or made from time to time and the Courts within whose jurisdiction the Registered Office of the Company is situated alone will have jurisdiction.

IX Arbitration

"Any or all disputes arising out of the contract/agreement shall be settled by mutual discussion and in the event of failure to do so, such dispute(s) shall be referred to a sole Arbitrator, who will be appointed by mutual consent for settlement of such dispute(s) and whose decision shall be final and binding. In the event of failure to appoint such a Sole Arbitrator, with mutual consent, then the Sole Arbitrator will be appointed through the High Court of Judicature at Chennai.

Subject as aforesaid, the Arbitration and Conciliation Act 1996 shall apply to the Arbitration Proceedings under this Clause and such Arbitration shall be in English and take place in the city of Chennai".

[TO BE ATTACHED AS ATTACHMENT-I IN COVER-1]**INFORMATION ABOUT THE TENDERER**

1	Name of the tenderer	:	
2	Address of the tenderer's Registered Office	:	
3	Address for communication	:	
	Telephone Number	:	
	Mobile No.	:	
	Fax No. / E-Mail ID	:	
4	Business RC Number with date	:	
5	C&F License & Indian CHA License number and validity period (attach Xerox copy)	:	
6	Organization structure (Sole Proprietor/Partnership/Private Limited/Public Limited)	:	
7	Name of Proprietor/Managing Director/Managing Partner	:	
8	Name and Designation of the person with whom MFL may correspond	:	
9	Name of the authorized person, his designation and address with contact number	:	
10	PF/ESI Code	:	
11	PAN No.	:	

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12	Details of Service Tax Registration / GST Registration No.	:	
13	Experience in C&F work for imported products in handling Bulk and liquid cargo: (Specify bulk and liquid separately). Minimum of two years' experience in handling bulk / liquid in the last five years		
	Year	Port	Cargo
			No. of shipments / Volume (T)
			For whom
13	Name of the bank and branches with which tenderer has dealings	:	
14	Whether any Legal Disputes with MFL or other Companies	:	
15	IT Return Certificates (for last two years)	:	

I/We certify that we have read and understood the terms and conditions and details furnished above are true to the best of my/our knowledge.

Date:

**Signature of the Tenderer along
with Designation & Office seal**

(To be submitted as ATTACHMENT-V in Cover-2)

PRICE BID
**SCHEDULE OF RATES FOR PHOSPHORIC ACID SHIPMENT
 CLEARANCE SERVICES AT CHENNAI PORT**

TENDER NO. MFL/COM/PASCA/2018-19 DATED 01/12/2017

TENDERER / COMPANY NAME : _____

	SCOPE OF SERVICE	RATE IN RS. [LUMP SUM]* / PER SHIPMENT IN WORDS AND FIGURES
1.0.0	Consolidated service charges for schedule of work listed below:	
a.	Passing Bill of Entry into Customs and Import application with Port.	
b.	Arranging expeditious Customs / Port Clearance for berthing of vessel.	
c.	Arranging Customs supervision for discharge of cargo from Ship to Storage tanks.	
d.	Clearing all obstacles in the dock and provide free working space for discharge operation.	
e.	Obtain copies of bills and statement of accounts from Port and Customs and forwarding to MFL.	
f.	Arranging inspection / examination by Customs officials, if insisted by Customs Authorities.	
g.	Arranging shore tank inspection by customs officials at MFL PAT and to get "Out of Charge Order" for releasing the Cargo for transportation to MFL.	
2.0.0	Finalization of Provisional Duty Bond / Refund of Extra Duty Deposit / Cancellation of Bank Guarantee / Customs Duty refund for short landed quantity.	

*LUMPSUM SERVICE CHARGES TO BE QUOTED FOR SERVICES VIDE 1.0.0 AND 2.0.0. THE ABOVE QUOTED RATES SHALL BE **INCLUSIVE OF ALL APPLICABLE TAXES** AS ANNOUNCED BY THE GOVERNMENT FROM TIME TO TIME.

If words and figures differ in the Price Bid, the words shall only prevail

Signature of the Tenderer

Office seal with Designation