

HMT (INTERNATIONAL) LIMITED
(OPEN TENDER)

BID DOCUMENTS FOR:

**APPOINTMENT OF SINGLE CUSTOM HOUSE AGENT AT NHAVA SHEVA
PORT, MUMBAI FOR CLEARING & FORWARDING ACTIVITIES FOR
PROJECT SHIPMENTS TO PORT DE DAKAR, SENEGAL BY SEA**

**TENDER NO: HMTI/SHP/CHA/04 DTD. 29.06.2018
BID CLOSING DATE: 23.07.2018 TIME 10.30 HRS
TECHNICAL BID OPENING DATE: 23.07.2018 TIME 11.00 HRS
PLACE: HMT(I) BOARD ROOM, HMT BHAVAN
NO. 59, BELLARY ROAD, BANGALORE**

The Tender document issued against payment of Rs.2,500.00 (Rupees Two Thousand five hundred only) in the form of a Demand Draft towards cost of tender document. The Bidder who choose to download tender document from website must submit the Demand Draft towards cost of the Tender documents along with Part I - Technical bid.

ATTENTION

1. Only sealed Tenders shall be entertained. All joints of envelope should be sealed with wax or with cello tape to ensure tamper proof.
2. Tenders not sealed shall be rejected. Do not use window envelope.
3. **Superscribe Tender No., Date, Submission date and Bidder address on the top of envelope.**
4. The Bidder may depute their authorized representative to witness the tender opening for both Technical and Commercial bids

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SECTION I - INVITATION FOR BIDS (IFB)

1. HMT(International) Ltd, [HMT(I)] Bangalore invites sealed bids from eligible bidders for **Appointment of Single Custom House Agent at Nhava Sheva Port, Mumbai for Clearing and Forwarding activities for Project Shipments to Port De Dakar, Senegal.**

Place of Delivery: Centre D'Entrepreneuriat Et De Development Technique"(CEDT),
(at sight) BP 12761 code 10624 Dakar Colobane
Tel: (221) 33 825 90 17

The Agent quoting should have their office at Mumbai and activities at the respective port.

Shipment planned from : September 2018.

1. **Contact information :**

Deputy Operating Executive (Commercial)
HMT (International) Limited,
59, Bellary Road, Bangalore-560032, INDIA
Tel No.: 080- 23339060 Extn. 316
Fax No.: 080- 23339048
E-mail: commercial@hmti.co.in

3. **Two bid System :**

The two bid system will be followed. The bidder must submit his offer in two separate sealed envelopes as explained below:

ENVELOPE I : TECHNICAL BID – marked “PART I – TECHNICAL BID”

ENVELOPE II : PRICE BID - marked “PART II – PRICE BID”

Offer in the prescribed forms Section – IV, Annexure 1 should be submitted.

Envelope I: “Technical Bid”: This sealed envelope shall contain all the copies of technical bids. This envelope shall be clearly **marked “Part I - Technical bid”**, indicating Tender No. and closing date & time, and bidder address duly filled.

The envelope-I should be duly sealed on all joints with wax or Cello tape to ensure tamper proof.

This part shall include / indicate the following :

- a. Demand Draft for Rs.2,500/- (Rupees Two Thousand five hundred only) in favour of HMT (International) Ltd. payable at Bangalore towards Tender Fee.
- b. Duly filled Technical bid with proper seal and signature of the authorized person on each page of the bid submitted as per **“Enclosure – I to Technical Bid”**
- c. Vendor Appraisal form – **“Enclosure – II to Technical Bid”** duly filled to be enclosed
- d. Vendor Registration form – **“Enclosure – III to Technical Bid”** duly filled to be enclosed
- e. Copy of ISO-9001 Certificate, if applicable
- f. Bids shall be valid for a minimum period of 60 days from the last date of submission.
- g. Satisfactory performance certificate from 2 reputed customers during the last two years to be enclosed.
- h. **No where the prices should appear in Technical Bid.**

NON-SUBMISSION OF ANY ONE OR MORE OF ABOVE DOCUMENTS IS LIABLE FOR REJECTION

Envelope II : “Price Bid”: This sealed envelope shall contain price details. This envelope shall be clearly marked “**Part II - Price bid**”, indicating Tender No. & Date, closing date & time and Bidder address.

The envelope – II should be duly sealed on all joints with wax or cello tape to ensure tamper proof.

- Prices should be offered in Indian Rupees with break up of price as required in Section IV;
- Annexure -1 The prices quoted shall be firm and not subject to any change.
- The terms of payment for services will be as indicated under clause 2 in Section-III –. Special conditions of the Contract. The bidder has to accept these payment terms or to indicate their payment terms. and suitable loading will be done on the quoted prices for comparison purposes.
- The bidder should quote their lowest possible price.

4. Date of submission of bids and opening of the Technical bid :

Both the envelopes (Part I & II) shall be put in one cover, duly sealed on all joints with wax or cello tape, super scribing Tender No. & Date, closing date & time, opening date & time and Bidder address.

The envelopes which are not sealed with wax or cello tape will be rejected straightaway/ summarily.

The sealed bids should be dropped in the tender box provided in the HMT(I) office and ensure delivery on or before **10.30 hrs** (IST) on the closing date. Late offers will not be considered.

Last date for submission of bids **23.07.2018 upto 10.30 hrs**

Technical bids will be opened on **23.07.2018 at 11.00 hrs** in the Board room of HMT(I) office, Bangalore.

END OF SECTION I

SECTION II - INSTRUCTIONS TO BIDDERS (ITB)

1 Definitions and Interpretation :

The “HMT(I)” / “BUYER” means: HMT(International) Limited, No.59, Bellary Road, Bangalore-560 032.

The “Customs House Agent” means any Company to whom the contract is awarded.

2 Location for the services to be rendered :

2.1 NHAVA SHEVA PORT, MUMBAI

3 Criteria for pre qualification of Bidder :

The Bidder shall satisfy the following prequalification criteria :

The Bidder shall provide satisfactory evidence acceptable to HMT(I) to show that:

- 3.1 The Bidder should have their own valid CHA Licence at Nhava Sheva Port, Mumbai – Valid CHA Licence copy OR ICEGATE WEBSITE Printout to be provided.
- 3.2 The Bidder should have average annual turnover of Rs.20 Crores during the last three years
- 3.3 The Bidder should have their own office at the enquired port i.e Nhava Sheva.
- 3.4 The Bidder should have minimum 10 years of experience in Customs Clearance, Handling & Forwarding activities.
- 3.5 Satisfactory certificate from any two reputed clients.

4 Period of validity of bids :

- 4.1 Bids shall be valid for a minimum period of 60 days from Tender closing date. A bid valid for a shorter period shall stand rejected.
- 4.2 HMT(I) may ask for the bidder’s consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid.

5 Deadlines for submission of bids :

Bids must be received by HMT(I) before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday for HMT(I), the bid-closing deadline will stand extended to the next working day up to the same time.

- 5.1 HMT(I) may extend this deadline for submission of bids by amending the bid documents and same shall be suitably notified.
- 5.2 Any bid inadvertently received by HMT(I) after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.

6 Opening of bids by HMT(I) :

- 6.1 The technical bids will be evaluated to shortlist the eligible bidders.
- 6.2 Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in Clause 3 will be informed about the date and time of the opening of the price bid.

- 6.3 HMT(I) will open price bids of only the technically accepted bids, in the presence of the bidder / their authorised representative who attend the bid opening.
- 6.4 The bidder's authorised representative may attend the bid opening and shall sign an attendance register as a proof of having attended the bid opening.
- 6.5 The bidder's name, bid prices and such other details considered as appropriate by HMT(I), will be announced at the time of opening of the price bids.

7 Comparison of Bids :

- 7.1 Short listed Technical bids shall be considered for commercial evaluation for finalisation of contracts:
- **Annexure – 1 : EXPORT CLEARANCE - SEA SHIPMENT**
 - **Evaluation will be done considering both Clearing & Forwarding charges.**

It may please be noted that :

- (i) 30 days Free Storage at Mumbai CFS required for consolidation purpose; and**
- (ii) A minimum of 30 days Free Time at destination i.e. Port De Dakar, Senegal, considering the time needed for documentation, customs clearance.**

These two requirements are mandatory.

Approximate requirement of total containers will be 17 nos. - mainly 16 nos. 40' HC & 1 No. 40'OT (out gauge)

8 Award Criteria :

- 8.1 HMT(I) shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated price bid.
- 8.2 The bidder shall quote for all services at all places mentioned in the tender document.
- 8.3 If more than one bidder quotes same lowest price, HMT(I) reserves the right to award the contract at its own discretion.
- 8.4 HMT(I) reserves the right to increase or decrease the quantum of services offered by the successful bidder at the rates & other terms and conditions offered by them. The Bidder is bound to accept the increase or decrease in the quantum of services during awarding the contract.

9 HMT(I)'s Right to amend Scope of Work :

- 9.1 HMT(I) reserves the right to accept or reject any or all bids without assigning any reason whatsoever.
- 9.2 HMT(I) reserves the right to increase or decrease the scope of services indicated in the bid documents after the award of the tender and payment shall be made on pro-rata basis.
- 9.3 HMT(I) reserves the right to cancel/short close/extend the order at any given point of time due to Force Majeure.
- 9.4 HMT(I) reserves the right to cancel / short close the order due to non-satisfactory performance by any of the services offered. Cost / damages arising out of such cancellation / short closure shall have to be borne by the bidder

10 Corrupt or Fraudulent Practices :

- 10.1 HMT(I) requires that the bidders who wish to bid for this should have highest standards of ethics.
- 10.2 HMT(I) will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;
- 10.3 HMT(I) may declare a vendor ineligible, either indefinitely or for a short period, if HMT(I) is aware that the vendor has engaged in corrupt and fraudulent practice during the execution of the contract.

11 Interpretation of the clauses in the Tender Document / Contract Document :

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, HMT(I)s interpretation of the clauses shall be final and binding on all parties.

12 General :

- 12.1 All offers shall be either Computer prints or hand written neatly in indelible ink. Tenders shall be free from **CORRECTION AND ERASURES**, and Corrections if any, must be attested. Each page of the offer must be numbered consecutively, should bear the tender number and should be signed by the Bidder at the bottom. A reference to the total number of pages comprising offer must be made at the top right hand corner of the first page.
- 12.2 The Bidders must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled.
- 12.3 The submission of any offer connected with these services and documents shall constitute an agreement that the Bidder shall have no cause of action or claim, against HMT(I) for rejecting the offer. HMT(I) shall always be at liberty to reject or accept any offer or offers at its sole discretion
- 12.4 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by HMT(I) to the Bidder. While the offers are under consideration, Bidders and or their representatives or other interested parties are advised to refrain from contacting HMT(I) by any means. If necessary, HMT(I) will obtain clarifications on the offers by requesting for such information from any or all the Bidders, only in writing. Bidders will not be permitted to change the contents of their offers after the offers have been opened.
- 12.5 Any individual(s) signing the tender and related documents should be a competent authorised person or original copy of power of authorisation issued by the competent authority should accompany the tender.
- 12.6 Bids shall be complete in all respects accompanied by detailed literature, brochures with all necessary details in ENGLISH or otherwise, the bids will not be considered.

End of SECTION-II

SECTION III - SPECIAL CONDITIONS OF CONTRACT (SCC)

1 **Price:**

1.1 The price quoted are kept valid till completion of the contract.

1.2 Bidders must quote the price in the format given in Price Schedule at Section-IV – Annexure 1 of this document.

2 **Payment Terms** : Payable on the 60th day from the date of submission of Bills.

3 **Jurisdiction:**

The disputes, legal matters, court matters, if any shall be subject to Bangalore jurisdiction only.

4 **Force Majeure:**

HMT(I) may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the Contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

Either party shall be excused from performance of their obligation during or to the extent that performance is prevented by the occurrence of unforeseen causes beyond the control of and without the negligence of the party claiming excuse. Such causes shall include, without limitation, strike, go slow, other concerted acts of workmen, lockout, Act of God, war, fire, explosion, action of elements, flood, epidemic, riot, sabotage, embargo, blockade, civil disturbance and Governmental restrictions or limitations etc.

The party claiming excuse shall give immediate written notice thereof to the other, in any case not later than 15 (fifteen) days, following the occurrence of such event. If performance is held for a continuous period of more than 3 (three) months from the date of first notice, then the parties shall review the situation and agree upon any course of action so as to protect the interest of both.

5 **Arbitration:**

All disputes of any kind arising out of supply, acceptance, warranty maintenance etc., shall be referred after issuance of 30 days notice in writing clearly mentioning the nature of dispute to a single arbitrator to be appointed by HMT(I). The venue for arbitration shall be Bangalore.

END OF SECTION III

PART – I TECHNICAL BID

ENCLOSURE - I

1. Company Profile to be enclosed
2. Size of Office available at Mumbai
3. No. of Employees in Mumbai Office
4. Whether own Warehousing facilities available at Mumbai : YES / NO
5. **Consolidation of cargo for shipment : THIS CLAUSE IS MANDATORY**

Please specify regarding Storage Space available for consolidation of Cargo & also free period should be 30 days at CFS at Mumbai and a minimum of 30 days Free Time at destination for clearance.
6. Experience in handling heavy machinery & Project Shipments
7. To specify whether you are an ISO Certified Company. If so, copy of same to be enclosed.
8. Company's Audited Balance Sheet for the last three years – copies to be enclosed along with the Technical Bid.

Signature:.....

Name:.....

Designation:.....

PART I – TECHNICAL BID

ENCLOSURE - II

VENDOR APPRAISAL

General Information

Vendor Code

1 Company

M/s. _____

Phone: _____

Fax: _____

E-Mail: _____

City: _____

Zip: _____

Web Site: _____

2 Contact Person

Name: _____ Designation: _____

E-Mail: _____ Phone: _____

3 Number of Years in Business : _____

4 Number of Units : _____

5 Total Number of Employees : _____

6 Major Customers

1) _____ 4) _____

2) _____ 5) _____

3) _____ 6) _____

7 Experience in handling Project Shipments/ furnish details

8 Quality System Implemented-ISO 9001 Y N

Enclose certificate

Commercial & Financial Information

1 Average Annual Turnover for last 3 years in Rs. Lakhs
Balance Sheet to be enclosed for last 3 years

2 Any Associates overseas
If yes, indicate Details Y N

3 Do you have Company Brochure
Y N

Authorised signatory

Signature: _____

Name : _____

Date : _____

Note :

- 1 Put \checkmark in appropriate check box.
 - 2 If space provided is not sufficient to provide details, please attach extra sheet
 - 3 Please attach catalogue/Brochure if available
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PROFORMA FOR VENDOR REGISTRATION

| Sl.No. | Description | Details |
|--------|--|----------|
| 1 | (a) Name and address of the vendor | |
| | (b) Telephone No. | |
| | (c) Fax No. | |
| | (d) Email ID | |
| | (e) Company Profile (Please enclose) | |
| | (f) Turnover of the Company for the past three years | |
| | (g) Bankers Details | |
| 2 | Quality system implemented - ISO 9000 / QS 2000 etc. | YES / NO |
| 3 | Name, address & Telephone No. of the owner / proprietor/partners | |
| 4 | GST Registration No. | |

Declaration: I / We declare that the details given above are true and correct.

Place :

Signature of Authroised person
With company seal

Date :

Note : Please attach detailed information in a sheet wherever, if required.

PART II - PRICE BID**SECTION IV- COMMERCIAL****PROFORMA FOR PRICE SCHEDULE****1. EXPORT CLEARANCE - SEA SHIPMENT FROM NHAVA SHEVA PORT
(TOTAL 17 CONTAINERS)**

| Sl. No. | Particulars | Currency | 40' HC container (16 Nos.) | | 40' OT container (out gauge) (1 No.) |
|---------|---|------------|-------------------------------|---------|---|
| | | | 1 No. | 16 Nos. | 1 No. |
| | | | <u>Container wise</u> | | |
| | | | 1 No. | 16 Nos. | 1 No. |
| 1 | Agency/Handling Commission | INR | | | |
| 2 | Documentation Charges | INR | | | |
| 3 | Transportation charges: Warehouse to CFS CFS to Port Terminal | INR INR | | | |
| 4 | Carting Charges (at CFS) From one vehicle into another | INR | | | |
| 5 | Customs Examination Charges | INR | | | |
| 6 | Stuffing Charges | INR | | | |
| 7 | Lashing/Choking Charges | INR | | | |
| 8 | Fumigation Charges | INR | | | |
| 9 | Terminal Handling Charges | INR | | | |
| 10 | BL charges per shipment | INR | | | |
| 11 | Misc. Charges with description | INR | | | |
| 12 | Ocean freight charges | USD | | | |
| 13 | Seal charges | USD | | | |
| | TOTAL | | | | |

PS: Since it is a Government of India Project, Detention period of one month at Dakar port, Senegal to be arranged.

NOTE:

- For any other charges towards Container Chocking / Lashing, Survey, Dock Wharfage, Fumigation, EDI etc. have to be claimed at actuals supported by Receipt / Vouchers.**
- Storage charges should be 30 days for consolidation of consignments at Mumbai**

Date:.....

Signature and seal of Authorized Signatory.