

HMT (INTERNATIONAL) LIMITED
(LIMITED TENDER)

BID DOCUMENTS FOR:

**APPOINTMENT OF SINGLE CUSTOM HOUSE AGENT AT CHENNAI
PORT, CHENNAI FOR CLEARING & FORWARDING ACTIVITIES
FOR PROJECT SHIPMENTS TO YANGON PORT, MYANMAR BY
SEA**

**TENDER NO: HMTI/SHP/CHA/011 DTD. 19.01.2022
BID CLOSING DATE: 31.01.2022 TIME 10.30 HRS
BID OPENING DATE: 31.01.2022 TIME 11.00 HRS
PLACE: HMT(I) BOARD ROOM, HMT BHAVAN
NO. 59, BELLARY ROAD, BANGALORE**

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. **Super scribe 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 Chennai Port, Chennai for Clearing and Forwarding activities for Project Shipments to Yangon Port, Myanmar.**

Place of Delivery: **CIF Yangon Port, Myanmar**

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

Shipment planned from: Feb 2022 – Apr 2022

2. Contact information:

Manager (Commercial)
HMT (International) Limited,
59, Bellary Road, Bangalore-560032, INDIA
Tel No.: 080- 23339060 Extn. 304
Mobile: 9111122275
Fax No.: 080- 23339048
E-mail: commercial@hmti.co.in

3. Single bid System:

- ❖ The Single bid system will be followed. The bidder must submit his offer in sealed envelopes.
- ❖ Offer in the prescribed forms Section – IV, Annexure 1 should be submitted.
- ❖ The Envelope should be duly sealed on all joints with wax or Cello tape to ensure tamper proof.

Should indicate the following:

- ❖ Duly filled bid with proper seal and signature of the authorized person on each page of the bid submitted.
- ❖ Vendor Appraisal form – “Enclosure – II duly filled to be enclosed
- ❖ Vendor Registration form – “Enclosure – III duly filled to be enclosed
- ❖ Copy of ISO-9001 Certificate, if applicable
- ❖ Bids shall be valid for a minimum period of 90 days from the last date of submission.
- ❖ Satisfactory performance certificate from 2 reputed customers during the last two years to be enclosed.

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

The envelope 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; (**No Quotes to be stated at actual. Value should be furnished without fail.**)
- ❖ 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 bid:

- ❖ The envelope shall be 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 **31.01.2022 up to 10.30 hrs.**
- ❖ Bids will be opened on **31.01.2022 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 : CHENNAI PORT, CHENNAI

3 Criteria for pre-qualification of Bidder:

The Bidder shall satisfy the following pre qualification criteria:

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

- 3.1 The Bidder should have their own valid CHA License at Chennai Port, Chennai – Valid CHA License copy OR ICEGATE WEBSITE Printout to be provided.
The CHA shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Port Trust, Customs, JDGFT / DGFT and other concerned authorities for clearance and carriage of goods by Sea/Rail/ Road.
- 3.2 The Bidder should have average annual turnover of Rs.1.5 crore every year during the last three years
- 3.3 The Bidder should have their own office at the enquired port i.e. Chennai Port.
- 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 90 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 bidder's authorized representative may attend the bid opening and shall sign an attendance register as a proof of having attended the bid opening.
- 6.2 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

- **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 Chennai CFS for FCL required for consolidation purpose.**
- (ii) A minimum of 30 days Free Time at destination i.e. Yangon Port, Myanmar considering the time needed for documentation, customs clearance.**
- (iii) In case demurrages or container detention charges are incurred due to the lapses of the steamer agent, the Clearing CHA would promptly lodge the claim for the demurrage and container detention charges with intimation to HMTI and follow up the matter till its reimbursement is obtained.**
- (iv) BL should be submitted within 3 – 4 working days of sailing of vessel. In case demurrages or container detention charges due to delay in submission of the same to the consignee. The charges for the same should be borne by CHA.**
- (v) The CHA shall ensure that all cargo taken into stores are kept in covered storage & take measures as may be necessary to prevent damage to consignments received in packed or unpacked condition due to rains and natural hazards or physical handling for which no extra charges shall be payable. In case of any damage to consignments due to contractor's negligence stored in the go-down, the same shall be intimated to HMTI and repacked as per the companies' instruction, for which no charges will be payable.**

These above requirements are mandatory.

Approximate requirement of total containers will be:

- **LCL shipment**
- **20' GP Container 1 Nos.**

8 Award Criteria:

- 8.1 HMT(I) shall award the contract to the eligible bidder whose bid has been accepted and determined as the lowest 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 authorized person or original copy of power of authorization 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:**

- ❖ The price quoted are kept valid till completion of the contract.
- ❖ 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 to HMTI(I).

3 **PERIOD OF CONTRACT:**

- ❖ The period of CHA contract will be for 3 months which may be extended by another 3 months at HMTI's discretion.
- ❖ The Company reserves the right to interchange/change the work allotted initially to any CHA(s), during the tenure of contract without assigning any reasons whatsoever on the same rates, terms and conditions of the contract. The Company reserves the right to terminate the contract of any CHA at any time, without assigning any reasons thereof, by giving one month's notice of their intention to do so in writing to the CHA who shall not be entitled for any compensation by reason of such termination.
- ❖ If at any time during the currency of the contract, the CHA fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of HMTI, whose decision shall be final and binding on the contractor, HMTI reserves the right to get the work done by other parties or departmentally at CHA's risk and cost.
- ❖ If at any time during the currency of the contract, the CHA fails to render all or any of the services required under the scope of work satisfactorily in the opinion of the Company, whose decision shall be final and binding on the CHA, the company reserves the right to get the work done by other parties or departmentally at the CHA's risk and cost In the event of the CHA going into liquidation or winding up business or making arrangements with a third party, the Company shall have the right to terminate the contract forthwith. In case any of the CHA's company becomes insolvent the contract shall automatically stand terminated.
- ❖ Company reserves the right to claim from the CHA any cost and expenses or loss that it may have incurred by reasons of breach of terms and conditions of this contract The CHA shall not split or transfer to any other party any part of the contract during the currency of the contract. However, in case of any adverse demand/ Notice from the customs/ port authorities/ any other Agency due to which HMTI's work is getting affected, the Contractor can utilize or have interim arrangements of other CHA licence to complete the partially processed documents of HMTI by Contractor.
- ❖ However the other CHA, used by the Contractor, shall have no financial implication on HMTI. The entire responsibility will remain on the Contractor. The CHA shall immediately intimate any change in the address of the Office during the period of Contract.

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

ENCLOSURE - I

1. Company Profile to be enclosed
2. Size of Office available at Chennai
3. No. of Employees in Chennai Office
4. Whether own Warehousing facilities available at Chennai: 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 for FCL at Chennai 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. Signed Company's Audited Balance Sheet for the last three years – copies to be enclosed along with the Technical Bid.

Signature:.....

Name:.....

Designation:.....

ENCLOSURE - II

VENDOR APPRAISAL

General Information

1 Company

M/s. _____ Phone: _____

City: _____ Fax: _____
Zip: _____ E-Mail: _____
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 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

Authorized 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

ENCLOSURE – III

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 Authorized person
With company seal

Date :

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

ANNEXURE - 1

SECTION IV- COMMERCIAL

PROFORMA FOR PRICE SCHEDULE

1. EXPORT CLEARANCE - SEA SHIPMENT FROM CHENNAI PORT (1 no 20' GP CONTAINERS & LCL shipments)

Sl. No.	Particulars	Currency	20' GP (1 Nos.)	LCL Shipments
			1 No.	
1	Agency/Handling Commission	INR		
2	Documentation Charges	INR		
3	Transportation charges: Warehouse to CFS	INR		
	CFS to Port Terminal	INR		
4	Carting Charges (at CFS)	INR		
	From one vehicle into another			
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	Surrender / Seaway bill Charges	INR		
12	Misc. Charges with description	INR		
13	Ocean freight charges	USD		
14	Seal charges	USD		
	TOTAL			

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

NOTE:

- 1. No Quotes to be stated at actual. Value should be furnished without fail.**
- 2. Rates for LCL W/M basis.**
- 3. For any other charges towards Container Chocking / Lashing, Survey, Dock Wharf age, Fumigation, EDI etc. have to be claimed supported by Receipt / Vouchers by the concerned Agencies.**

Date:.....

Signature and seal of Authorized Signatory.