

Name of the C & F Agent:

DEAR SIR :

SUB.: APPOINTMENT OF CLEARING & FORWARDING AGENT

TENDER ENQUIRY NO.: MM/7.304/C & F – CONTRACT/2018-19 **DT** 21.11.2018 **DUE DATE:** 12.12.2018

FOR AND ON BEHALF OF MADRAS FERTILIZERS LTD., MANALI, CHENNAI – 600 068, THE DGM – MATERIALS MANAGEMENT INVITES SEALED TENDER FOR APPOINTMENT OF CLEARING & FORWARDING AGENT FOR PROCESSING THE BILL OF ENTRY AT THE MAIN CUSTOMS HOUSE / AIR CARGO COMPLEX, SUBSEQUENT TO ENABLE CLEARANCE OF CONSIGNMENT OF PACKAGES QUICKLY FROM CHENNAI PORT / AIR CARGO COMPLEX AND DELIVERY OF THE SAME AT THE SITE OF MADRAS FERTILIZERS LTD., MANALI, CHENNAI – 600 068 TIMELY.

PERIOD OF CONTRACT

THE PERIOD OF CONTRACT SHALL REMAIN VALID FOR A PERIOD OF ONE YEAR FROM THE DATE OF AWARD OF CONTRACT ON THE TERMS AND CONDITIONS OF TENDER PER **ATTACHMENT.**

CONTRACT SHALL BE EXTENDED FOR ANOTHER ONE YEAR ON MUTUAL CONSENT, WITH THE SAME TERMS AND CONDITIONS.

TENDERERS SHALL SEND THEIR OFFER IN SEALED COVERS TO REACH DGM-MATERIALS MANAGEMENT, MADRAS FERTILIZERS LTD, MANALI, CHENNAI 600068 ON OR BEFORE **12.12.2018** IN SEPARATE SEALED COVER AS BELOW:

TENDERS SHOULD BE SUBMITTED WITH **ATTACHMENT (QUOTATION)** DULY FILLED IN. PLEASE MENTION “ATTACHMENT (QUOTATION) / ENQUIRY NO. SUPERSCRIBING THE ENQUIRY NO. & DATE.

SUBMISSION OF BID/OFFER:

COVER SHOULD BE SEALED AND ADDRESSED TO DGM-MATERIALS MANAGEMENT, MADRAS FERTILIZERS LTD, MANALI, CHENNAI-600068 SUPERSCRIBING THE ENQUIRY NO. & DATE.

OTHER CONDITIONS

ANY OFFER RECEIVED AGAINST OUR ENQUIRY FROM SISTER CONCERN/ASSOCIATE CONCERN WILL BE SUMMARILY REJECTED.

LATE BID: TENDERS RECEIVED AFTER DUE DATE WILL BE REJECTED.

MFL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL THE TENDERS OR ANY PART THEREOF WITHOUT ASSIGNING ANY REASON WHATSOEVER.

VERY TRULY YOURS,

DGM – MM

ATTACHMENT

TERMS AND CONDITIONS TO TENDER ENQUIRY NO. MM/7.304/C&F CONTRACT/ 2018-19 DT 21.11.2018

1.0 PERIOD OF CONTRACT

The proposed contract shall remain valid for a period of one year from the date of Award of Contract. However, Madras Fertilizers Ltd., reserves the right to terminate the contract by giving three months written notice with or without assigning any reason, therefor.

Contract shall be extended for another one year on mutual consent, with the same terms and conditions.

2.0 VOLUME OF WORK

The likely volume of work is about 200 (Sea and Air) consignment documents. However, the clearing agent shall have no claims on MFL, if no fixed / considerable volume of work is given to them during the currency of contract.

MFL reserves the right to do either by themselves or through any other agents or agencies, any or all the portion of this work any time in addition to or without the Clearing Agent. The Clearing Agent will be entitled for payment only for that portion of work, which they have handled.

3.0 CONTRACTOR'S RESPONSIBILITIES

The work entrusted to the Clearing Agent shall be carried out expeditiously in the best interest of MFL. Repairs to damaged packages and opening of packages for inspection, etc., will be done by the Clearing Agent and any extra expenditure incurred by them, with prior approval of MFL, will be billed to MFL at actuals.

Any loss or damage caused to a third party by the Clearing Agent or their employees or agents during the execution of this work, will be made good by them and they will save MFL harmless from any claim arising out of any such claims.

The work shall be carried out at all hours, on all Customs and Port working days. Overtime or other charges incurred by the Clearing Agent will not be reimbursed by MFL unless specifically authorised by MFL.

The Clearing Agent will arrange to combine wherever possible, consignments of different Bills of Lading / Airway Bills and transport them in one trip in a day to minimise transport charges.

Any loss or damage caused to MFL cargo by the Clearing Agent or by their employees or agents, shall be made good by the Clearing Agent. The decision of the Deputy General Manager – MM, MFL in these matters will be final and binding upon the Clearing Agent.

C&F Agent shall arrange to collect the documents / freight cheque / duty cheque, etc., from MFL on information. The Clearing Agent shall obtain from MFL on time any information, clarification, etc., required by the authorities for clearing the consignment. The Clearing Agent shall be liable for all Government levies or charges on account of the negligence, omission or misgiving of the Clearing Agent. The Clearing Agent shall send fortnightly statements showing the status of the clearance of consignments.

The Clearing Agent shall also be liable to indemnify MFL loss / damage caused by their default, negligence or any reason whatsoever and MFL shall have the right to adjust any amount to the Clearing Agent.

4.0 DEMURRAGE / WAREHOUSE RENT

All demurrages / warehouse rent shall be to the Clearing Agent's account. However, in cases where it is proved to the satisfaction of DGM – MM that demurrage / warehouse rent was paid due to circumstances beyond the control of the Clearing Agent and was not caused by any of their omissions or negligence, DGM – MM may authorize reimbursement of such payments. The decision of DGM – MM in this matter, shall be final and binding upon the C&F Agent.

5.0 SURVEYS AND CLAIMS

The Clearing Agent shall arrange and attend wherever necessary all Steamer Agents and Insurance Surveys at no extra cost to MFL. The Clearing Agent shall file all claims on Port Trust for refund of excess recovery of harbour dues, demurrage, cranage, etc., at no extra cost. The Clearing Agent shall arrange to obtain and forward to MFL all necessary documents required for processing claims with Customs, Port Trust, Steamer Agents and Underwriters. If MFL requires the Clearing Agent to process any claims other than the one mentioned above, MFL shall instruct the Clearing Agent to do so and the Clearing Agent will be paid as per the approved rates for processing the claims.

6.0 PAYMENTS

The Clearing Agent shall submit their bills for payment of their charges once in a fortnight. The bills will be paid within a month of its presentation. All bills for reimbursement of charges paid by the Clearing Agent shall be supported by necessary vouchers of such payments made.

7.0 BRIEF DESCRIPTION OF WORKS

Clearing and forwarding the cargo from Chennai Harbour / Airport Customs/ Customs Notified Bonded warehouses / General Post Office and transporting them to our warehouse / bonded warehouse at MFL site Manali located at a distance of about 14 KMS from Chennai Port, unloading and stacking them at our MFL site at Manali. This involves filing of the Bill of Entry both at Chennai Main Customs House / Airport Customs and processing them quickly.

Per EDI System in Customs, MFL propose to open Bank Account at Indian Bank Harbour Branch and State Bank of India Airport Complex, Meenambakkam for payment of custom duties on MFL consignments. Till such time, C&F Agent will adopt the prevailing formalities to clear the consignment without any delay. After assessment of the consignment, C&F Agent will intimate MFL immediately the exact amount to be remitted as Customs Duty. MFL will pay the amount thru RTGS/ NEFT as required. Port charges shall be usually paid by the Clearing Agent and billed on MFL separately for reimbursement. However, for payment exceeding Rs.10,000/-, MFL will arrange to make advances in individual cases.

Clearance charges mean and include Clearing Agent's charges for all items of work required and related to the release of cargo from the time documents are handed over to them till they are ready for transport to MFL site including but not limited to all Customs formalities, repairs to damaged packages, opening of packages for inspection, etc., and repacking steamer agent formalities, Port formalities, Insurance and Survey formalities, cost of forms and stationery, postages and petties, stamps and all other expenses incidental or otherwise except Customs Duty and Port charges and freight payments, if any.

Transport charges mean and include all Clearing Agent's charges for loading into various transport, charges for transporting the cargo to MFL site, unloading the cargo at MFL site as per instructions including but not limited to all cartages, labour and other incidental charges.

8.0 ARBITRATION

Any disputes and differences of any kind whatsoever arising out of or in connection with the agreement shall be settled by mutual discussions and in the event of failure to do so, such disputes shall be referred to General Manager – Plant, who will be the sole arbitrator for settlement of such disputes and whose decision shall be final and binding and shall not be questioned.

The respective rights, privileges, duties and obligations shall be governed by the India Arbitrator and Conciliation Act.1996.

The arbitrator arbitration shall be held at the Registered Office of the Company and the deliberates shall be in English Language only.

The tenderers are requested to quote for clearing the consignment, loading them into their Transport, Transporting them from Chennai Harbour / Airport, Handling & Stacking and delivering at MFL Site, Manali, Chennai – 600068. The rates shall exclude any charges payable to Chennai Port Trust and duties payable to customs but shall be inclusive of other charges including the Agency Commission per Shipment / Tonne upto the stage of Clearance of Materials. The Tenderers are advised to offer their bulk rates for the above work. In addition, they are asked to quote their rates for Transporting the materials to our warehouse at MFL Site from Chennai Harbour and Air Cargo Complex at Meenambakkam, Chennai including Loading & Unloading as detailed in **Attachment (Enclosed)**.

For and on behalf of

MADRAS FERTILIZERS LIMITED

DGM – MM

Note : Tenderer should sign each and every page of the above Tender Documents with their Office Seal and submit to MFL along with Quotation (**Attachment**).

TENDER ENQUIRY NO MM/7.304/C&F CONTRACT/ 2018-19 DT 21.11.2018

ATTACHMENT (QUOTE)

SL. No.	SCOPE OF WORK	UNIT	RATE/MT RS.	MINIMUM RATE (RS.)	
				AIR	SEA
1	CLEARANCE i. Documentation Processing thru Customs and Port, Repairs to Damaged Packages, Opening of Packages for Inspection, etc.	Per Tonne / Per Shipment			
	ii. Labour Loading Charges - Sea Consignment only	Per Bill of Lading / Per Tonne			
2	Transport Charges from Seaport /Airport Loading into Contractor's Transport, Transporting to MFL Site at Manali and unloading at Site as per MFL's instructions				
	• For Consignments weighing upto 1 MT	Per Trip			
	• Above 1 MT & Upto 3 MTs	Per Trip			
	• Above 3 MTs	Per MT			
3	Customs Claims A. First Stage	Per Claim			
	B. Subsequent Stage	Per Claim			
4	Post Parcel Clearance & Delivery at MFL Site	Per Consignment			

NOTE: PLEASE MENTION GST IN PERCENTAGE, IF ANY.

MADRAS FERTILIZERS LIMITED
BANK DETAILS & AUTHORISATION FOR RTGS/NEFT PAYMENT

TENDER ENQUIRY NO MM/7.304/C&F CONTRACT/ 2018-19 DT 21.11.2018

REQUIRED DETAILS	TO BE FURNISHED BY THE VENDOR		
VENDOR NAME			
ADDRESS			
TELEPHONE NO.		FAX No.	
EMAIL ID			
CONTACT PERSONS'S NAME	Designation :		
MOBILE NO.			
EMAIL ID			
COMPANY'S PAN NO.			
IMPORT EXPORT CODE			
BANK ACCOUNT NO.			
VENDOR'S BANK NAME			
BANK ADDRESS / PHONE NO.			
VENDOR'S BANK CODE (MICR) NO.		GRPT CODE	
VENDOR'S BANK ACCOUNT NO.		NEFT CODE	
		RTGS CODE	
BANK SWIFT CODE (For foreign vendors)			
	Type of Account	Saving Acct / Current Acct. (Strike out which is not applicable)	
ARE YOU A	Manufacturer YES / NO	Dealer-YES / NO	Agent YES / NO
CATEGORY OF THE FIRM	A. Micro	B. Small	C. Medium
	A.MSME-GENARAL YES / NO		B.MSME -SC/ST YES / NO
REGISTERED WITH NUMBERS	GST	SSI	OTHERS

We hereby authorize Madras fertilizers Limited to make all the payments due to us with respect to above referred Enquiry through RTGS/NEFT Transfer

Place:

Signature of Authorised Signatory:

Date :

Name :

SEAL:

Designation :

(To be filled by MFL in case of ordering)

MFL Purchase Order No.	
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RTGS-Real Time Gross Settlement Code

NEFT-National Electronic FundsTransfer

IFSC- Indian Financial System Code