

A Government of India Enterprise PO Kanchanbagh, Hyderabad – 500 058, Telangana, India

Phone: 040 – 24184578, Website: <u>www.midhani-india.in</u>

Invites

Expression of Interest for empanelling DGFT consultant for claiming various Export benefits on mutually agreed terms

Tender Ref No: MDN/AP038061/19-20 Dt: 10.09.2019
Start of Tender Documents: 10/09/2019

Receipt of Tender on/before: 11/10/2019 by 10:30 Hrs
Opening of Tender bids: 11/10/2019 at 11:00 Hrs

Note:

 All Bidders need to submit the required Documents as listed in Sealed Cover on or before 11/10/2019 by 10:30 Hrs

 Any Corrigendum to the Tender shall be published in MIDHANI website only, www.midhani-india.in

List of Tender Documents:-

S. No	Document Description	
1	Invitation to Tender	
2	Annexure I – Application form	

INVITATION TO TENDER

OVERVIEW:

Mishra Dhatu Nigam Limited (MIDHANI), a Defence Public Sector company has been playing a very active role in development and manufacture of strategic materials for various sectors. MIDHANI is a unique integrated metallurgical plant located in Hyderabad, Telangana, INDIA. It has wide manufacturing facilities for manufacture of Special steels, Super alloys and Titanium alloys in various forms and sizes. Our annual turnover is about \$100mn. More information can be found on www.midhani-india.in

1. OBJECTIVE:

MIDHANI is exporting materials to various countries and is looking for consultants to liaison with DGFT for claiming various benefits.

2. ELIGIBILITY CRITERIA FOR APPLICANTS:

The bidders intending to bid for empanelment shall fulfil the following Pre Qualification criteria:

- (a) Shall be a registered company with Government of Telangana.
- (b) Shall be an Organization or Companies which has rendered services as DGFT Consultant and has a minimum of 5 years of experience. Contract / PO copies or certificate from organization to which service is rendered to be provided as proof.
- (c) Consolidated turnover of minimum 50L during last 3 years (including this current financial year). Proof of turnover to be enclosed.
- (d) The Applicant should not be Blacklisted/Debarred by any Firm or any Government Organizations and companies and must certify the same. Self certification to be provided.

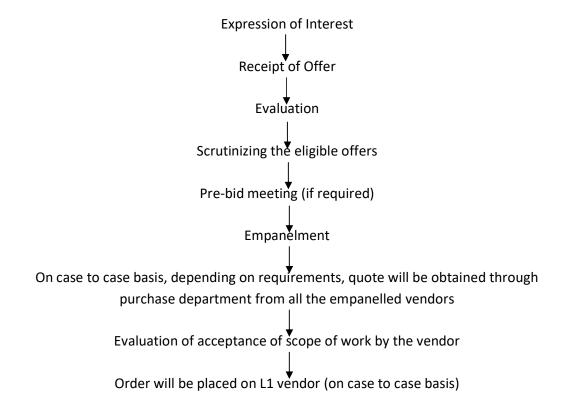
3. SCOPE OF WORK:

Consultant shall liaison with DGFT to obtain the following (as and when required)

- (a) Registration Cum Member Certificates (RCMC)
- (b) Digital Signature (E-Token)
- (c) Restricted Authorisation for Import and Export
- (d) SCOMET Authorisation
- (e) Status House Certificate
- (f) Merchandise Exports from India Scheme (MEIS)
- (g) Service Exports from India Scheme (SEIS)
- (h) Advanced Authorisation (AA) and its closure.
- (i) Duty Free Import Authorisation (DFIA) and its closure.
- (i) Export Promotional Capital Goods (EPCG) and its closure.
- (k) Benefits for Deemed Exports

(I) Any other services in DGFT

4. PROCEDURE FOR EMPANELMENT & ORDER PLACEMENT (ON CASE TO CASE BASIS):



5. PERIOD OF EMPANELMENT:

Period of empanelment shall be for 2 years. However Midhani reserves the right to extend the validity for one more year on the same terms and conditions.

Also Midhani reserves the right to terminate the empanelment at any time without assigning any reason thereof by giving one month notice in writing to the consultant and the consultant shall not be entitled to any compensation by reasons of such termination.

The consultant at the request of Midhani will continue to render the service at the same terms & conditions in the event of expiry of the contract for a spill over period not exceeding three months.

6. EXECUTION TIME:

Documents required to claim various DGFT benefits shall be arranged by Midhani. Consultant shall mention the time required to complete each activity against each benefit. Consultant shall ensure completion of each activity against each benefit

within the stipulated time. If consultant fails to meet the time limit on more than 5 occasions during the contract period, their contract will be cancelled immediately.

7. SUBMISSION OF DOCUMENTS FOR PAYMENT:

The rates for payment to the consultant for services rendered under the agreement shall be as per the PO/Contract. Following documents to be submitted for payment

- (a) Work done against the scope of work
- (b) Invoice
- (c) Proof of benefits received from DGFT
- (d) Other necessary documents as mentioned in the quotation

Payment of bills shall be made by Midhani within 30 days of submission.

8. PENALTY CLAUSE:

The consultant shall be responsible for claiming all benefits from DGFT. If consultant fails to get the benefits from DGFT due to any reasons, penalty equal to benefit shall be borne by the consultant.

9. SUBMISSION OF DOCUMENTS ALONG WITH EOI:

The bidder qualifying the above Criterion shall submit the following document

- (a) Company brochure
- (b) Certificates of Accreditations, if any
- (c) GST, PAN, TAN, etc.,
- (d) Copies of agreements with other companies
- (e) Application form as per Annexure I
- (f) Acceptance of Scope of work (Line wise)
- (g) Acceptance of all the tender conditions
- (h) Documents required as per eligibility criteria
- (i) Charges against each line of scope of work (for reference only)
- (j) Timelines against each line of scope of work

10. SUBMISSION OF BIDS:

Due date for submission of Expression of Interest is 11/10/2019

11. GENERAL TERMS & CONDITIONS:

- (a) MIDHANI reserves the right to accept or reject any Application/bid without assigning any reasons thereof.
- (b) Final Selection of the suitable Applicant/Applicants will be at the sole discretion of MIDHANI and it shall be final.
- (c) The selected Applicant/Applicants shall comply with all Government Regulations/Guidelines & Statutory requirements in force at any period in INDIA.

- (d) Eligible bidders are advised to study all the referred documents carefully before indicating Acceptance.
- (e) Validity of the offer/bid submitted to you should be 90 days from date of opening of bid.
- (f) Midhani reserves the right to modify the terms and conditions of this Tender and issue an amendment/corrigendum.
- (g) Consultant shall not disclose any information related to Midhani to anyone without the written consent from Midhani. Consultant should sign a NDA before empanelment.

12. ARBITRATION:

Any dispute(s) or difference(s) whatsoever arises under or out of or in connection with the tender notice/contract, or in respect of any defined legal relationship associated therewith or derived there from, shall be resolved/settled amicably, through mutual negotiation; failing which the differences shall be resolved by way of arbitration in accordance with the International Centre for Alternative Dispute Resolution (ICADR) Arbitration Rules 1996. The authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR). And will provide administrative services in accordance with ICADR Arbitration Rules 1996. The seat of arbitration shall be India. The language of the arbitration proceeding shall be English. The place of arbitration proceedings shall be Hyderabad, Telangana, India.

In case of PSU/Government organization DPE guidelines in force or as amended from time to time shall be applicable.

13. JURISDICTION:

This Tender shall be subject to the exclusive jurisdiction of the courts within the local limits of Hyderabad, Telangana, India.

14. CLARIFICATION:

Clarification if any may be sought from varunkumar@midhani-india.in

Requests for updating the status on evaluation will not be entertained. Duly filled in bids along with the relevant Document shall be sent to the following Address

Additional General Manager (I/C Purchase & Stores)
Mishra Dhatu Nigam Limited
Kanchanbagh (PO)
Hyderabad – 500 058, Telangana, INDIA

15. DISCLAIMER:

All the Submitted Documents will be the property of MIDHANI after submission. In case of any confidentiality, the Applicant shall clearly mark "CONFIDENTIAL" on all such Documents. Such information shall, in so far as is possible be given effect to subject to certain exemption indicated as but not limited to availability of the same in public domain Government/Court directives/orders etc., MIDHANI is not bound contractually or in any other way to any Applicant for this particular tender. MIDHANI is not liable for any Costs or compensation w.r.t the consideration or nonconsideration of this application in response to this Tender. The issue of this Document does not in any way commit or otherwise obliges MIDHANI to proceed with all or any part of Tendering process. The Tender invitation is not the Subject of any Agency Contract or any contractual obligations between MIDHANI and the Applicant. MIDHANI at its absolute sole discretion may prefer, eliminate or abandon any part or whole of the process without giving prior notice to the Prospective Partners.

ANNEXURE-I

APPLICATION FORM

(To be filled by the Applicant)

SI. No	Description	Response from the Party
1	Name of the firm	
2	Address of the firm with website	
3	Details of contact person	Name: Email: Tel: Mob: Fax:
4	How long you are in the business as DGFT consultant?	Tun
5	Please enclose a brief about the history of your company, capabilities & facilities, collaborators, manpower, financial standing etc. Attach literatures/documents to support your statements wherever necessary	
6	What are the Quality accreditations/Certifications of your company? Attach the Valid copy of such certificates.	
7	Please enclose the catalogue / brochure of your organisation.	
8	Which year this organisation established?	
9	List the companies to which you have rendered services in past 5 years	
10	Is your company rated by any of the leading rating agencies (for ex. Dun and Bradstreet). or any major agency. If so mention the name of the rating agency and enclose the rating report by that company	
11	Is your company registered under the statutory requirements applicable locally? Please enclose a copy of the relevant documents, namely PAN, GST etc.,	
12	Nature of the company : PSU/ Listed Company / Partnership Co. / Private Enterprise / Proprietorship Concern	
13	Please provide the sales turnover of your company for the last 3 years	
14	Any other points, that you may wish to add, which would highlight your capabilities in support of products to the mentioned Segment.	
15	Do you accept all terms and conditions mentioned in this Tender notice?	
16	Details of information provided to your organisation are to be used for the benefit of MIDHANI only. Non disclosure agreement (NDA) is to be signed in this regard if any order/contract is placed. Do you accept for	
	the same? Please specify.	