



A Govt. of India Enterprise
Touching Lives, adding value
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NIT NO. MMTC/KOL/CHA/AGRO/15-16/002 dated 02.12.2015

MMTC invites tenders from bidders for customs clearance, handling & transportation etc for import of Australian Chick Peas at Kolkata Port. The last date of submission of tender is at 15:00 hours IST on 07.12. 2015.

The complete details of the e-tender are available at MMTC's website www.mmtclimited.gov.in and Govt. website at <http://eprocure.gov.in>

एमएमटीसी ऑस्ट्रेलियाई चना आयात के सन्दर्भ में सीमा शुल्क निकासी कोलकाता बंदरगाह के लिए एजेंटों से निविदाएं आमंत्रित करता है। निविदा प्रस्तुत करने की अंतिम तिथि **07-12-2015 दोपहर 1500 बजे** IST है।

अधिक जानकारी के लिए, कृपया इन वेबसाइट पर जाएँ www.mmtclimited.gov.in और www.eprocure.gov.in

GENERAL MANAGER (Agro)

महाप्रबंधक (एग्रो)



NIT NO. MMTC/KOL/CHA/AGRO/15-16/002 dated 02.12.2015

SUB: TENDER FOR APPOINTMENT OF CUSTOMS HOUSE AGENT / CLEARING HANDLING AGENT AT KOLKATA PORT FOR AUSTRALIAN CHICK PEAS

MMTC Limited, A Government of India Enterprises, Regional Office at Kolkata, NIC Building (4th Floor, 8 India Exchange Place, Kolkata 700 001 (herein after called the Principal/Owner) invites Sealed Tender in two bids system for customs clearance, excise clearance, handling, transportation etc. works for import of pulses (Australian Chick Peas) in containers on the terms and conditions as below :

The bidder(s) are required to submit their sealed tender on or before **07.12.2015 by 15:00 Hrs** at **MMTC Limited, 4th Floor, NIC Building, 8, India Exchange Place, West Bengal.**

The offer(s) is / are required to be submitted in two separate sealed envelopes i.e. one for Technical Bid duly signed in each page containing documents mentioned. The **technical bid** will be **opened on 07.12.2015 at 16:00 Hrs** and the **price bids of technically qualified bidders** will be opened subsequently. The Authorized Representatives of the bidders may witness the process, if desired so.

MMTC Limited will be importing 2000 MT (+/- 2%) Australian Chick Peas in Containers at Kolkata Port, during **November 2015 – January 2016.**

TERMS AND CONDITIONS ARE AS FOLLOWS:

1. Eligibility Criteria

- i. Bidders should hold valid Customs House Agent/Broker Licence in their own name for Clearance of import consignments at Kolkata Port.
- ii. Bidders should have minimum experience of three years in CHA activities of imported Pulses in bulk/containers for Government organisations or public sector enterprises or reputed private importers at Kolkata port.
- iii. Bidder should have establishment at Kolkata Port to carry out the said operation.
- iv. Bidders shall have satisfactory/dispute free performance with MMTC/NINL/any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanor with MMTC/NINL/any other PSU/any other reputed organization in the past, such Bid shall not be entertained.

(TO BE SIGNED AND STAMPED BY BIDDER)



- v. The tender should be accompanied by an Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand only) in the form of a crossed Demand Draft/Pay Order/RTGS drawn on any Scheduled Bank (other than co-operative bank) payable in Kolkata in favour of "MMTC LIMITED". Any tender not accompanying EMD as per above requirement will be summarily rejected. No interest shall be payable on EMD. This EMD shall be refunded to unsuccessful bidder within two weeks.

2. Mode of Submission

The bids(s) is / are to be submitted in following manner:

- a. **Technical Bid: As per Annexure I (To be filled up and docs attached)**
- b. **Price Bid: In Price Bid format as Annexure- II**

First Envelop superscribing **"Techno Commercial Bid: Tender No. MMTC/KOL/CHA/AGRO/15-16/002 DATED 02.12.2015 FOR CHA WORKS FOR IMPORTED AUSTRALIAN CHICK PEAS . "**

Second Envelop superscribing **"Price Bid: Tender No. MMTC/KOL/CHA/AGRO/15-16/002 DATED 02.12.2015 FOR CHA WORKS FOR IMPORTED AUSTRALIAN CHICK PEAS . "**

Both the above two separate envelopes containing Techno Commercial Bid and Price Bid **shall be put in another envelop superscribing " Tender No. MMTC/KOL/CHA/AGRO/15-16/002 DATED 02.12.2015 FOR CHA WORKS FOR IMPORTED AUSTRALIAN CHICK PEAS."**

3. Due date for submission:

The last date & time for submission of two bid tender along with above documents is 15:00 Hrs on 07.12.2015 and opening of the same at 16:00 Hrs on the same day. The rates quoted by the contractors in the tender will remain valid for 60 (sixty) days from the date of opening the tender. There should not be any indication /mention of prices in the technical bid (part-I) and if the same is found in part -1, the same will be summarily rejected. Hence, the prices quoted must be mentioned in the price bid (part-II) only.

4. Performance guarantee:

MMTC shall issue a Letter of Intent (LOI) to the successful bidder whose bid is accepted and the successful bidder shall sign the contract and execute a performance guarantee in the form of a Bank Guarantee (as per the prescribed format at **Appendix-I**) for an amount Rs. 2,00,000/- (Rupees Two Lakh only). The successful bidder shall establish the Performance Guarantee (PG) within **3 days** of the issue of the contract. PBG shall be

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issued by any scheduled commercial bank in India (other than Gramin Bank, Co-operative Bank, Nainital Bank and Dhanalakshmi Bank) Kolkata Branch. The PG Bond shall be kept valid till 31st May 2016. Non-performance of the contract within the stipulated period will be construed as a failure and the P.G. can be invoked.

The successful bidder may also submit performance guarantee of Rs 2,00,000/- in the form of DD/Pay order or deposit through RTGS in the account of MMTC Kolkata.

In the event of the failure of the Bidder to furnish PG Bond in the prescribed form and/or within the stipulated time, MMTC may award the contract to the next Bidder or may invite fresh Bids or may decide as deemed fit, and MMTC shall forfeit the EMD of the L1 bidder.

5. Scope of work

The bidder (CHA) shall perform activities in connection with clearance of imported pulses at Kolkata port which includes handling, weighment, transportation, CFS destuffing, bagging, stacking, delivery etc. for 2000MT (+/-2%) Australian Chick Peas bulk in containers. The activities have been categorized into three parts namely PART A (All activities starting from taking delivery of containers from the shipping agent till clearance from Customs, Port, PHO, PQ deptt or any other statutory Bodies), PART B (All activities after clearance of cargo i.e bagging, handling, weighment, transportation, delivery etc.) and Part C (Common activities required both for PART A and PART B). The Scope of Work for these three parts are given below: -

Part A

1. Upon receiving of information regarding shipment, CHA shall coordinate with the respective shipping lines for filing of Import Manifest and necessary Customs and PHO/PQ activities and shall intimate MMTC of the whereabouts of the vessel/containers from time to time.
2. CHA shall arrange to collect all relevant shipping documents from MMTC and shall file Bill of Entries with the Customs and all relevant documentation for clearance of the cargo. If the original shipping documents have not been received, CHA shall arrange for Indemnity Bond (s) in favour of the owner/master of the vessel and other necessary documents for immediate clearance of cargo.
3. Upon unloading of the containers, CHA shall coordinate with the respective Steamer agent/ Shipping Line / CFS and shall arrange to move the containers to respective CFS under intimation to MMTC. CHA shall undertake all Terminal Handling activities of containers in the Port area and CFS.
4. CHA shall immediately apply to appropriate authorities/ departments of PQ and PHO for sampling of the imported cargo and shall obtain necessary clearances within 3 days from the date of application.

(TO BE SIGNED AND STAMPED BY BIDDER)



5. Bidder shall endeavour that all clearances of imported pulses shall be completed within 14 working days from the date of arrival of cargo and ensure despatch of material to MMTC's godown at different locations or to MMTC & buyer as per instructions given by MMTC from time to time.
6. CHA shall submit estimate of cost break up within 1 working day of receipt of copy shipping documents and to ensure timely collection of shipping documents and DD/ Pay Order. MMTC shall ensure preparation of DD/Pay Order towards customs duty/ shipping line charges/ Port charges promptly on receipt of detailed cost break up from CHA.
7. CHA shall ensure that their officials are conversant with the Customs/FSSAI rules and procedures and supported by a strong team having knowledge of customs law to handle any query concerning the matter and process the customs related documents etc. without any delay.
8. CHA shall ensure that under no circumstances the clearance of goods should not get delayed beyond 14 days (including PHO/PQ), failing which any detention/demurrage charges will be solely to CHA account.
9. CHA shall obtain geographic locations of various CFS yards/warehouses for containerized cargo as and when imported.
10. In case clearance of goods are delayed beyond 14 days without any valid reason, MMTC shall impose penalty on the CHA @Rs 5000 Per Bill of Lading.
11. In case the clearance of goods is delayed more than 20 days, MMTC shall have the right to make alternative arrangement for clearance of goods by any other CHA and all losses/costs incurred due to delay in addition to the penalty as mentioned at clause 10 and 11 above, will be solely to CHA account.
12. CHA will have excellent working rapport with Customs and other Port related ancillary agencies. All local correspondence and communication regarding clearance on behalf of MMTC will be done by CHA.
13. On surrendering of original shipping documents, when received, to the vessel agent, CHA shall arrange to get the Indemnity Bond released from the vessel agent and deposit the cancelled Indemnity Bond in original with MMTC.
14. CHA shall arrange for all Custom clearance activities, including but not restricted to customs duty payment and other related activities for smooth clearance of cargo. CHA shall arrange for completion of all custom formalities. CHA shall also arrange short landing certificates from the Port Trust/Customs authorities wherever

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necessary and hand it over to MMTC for lodging claims with supplier/Insurance company/underwriter/ship owner.

15. Any charges for damages incurred to the containers during clearing & handling shall be to CHA's account.
16. Any other related jobs assigned as and when required.

PART B:

1. After clearance of cargo and its weighment (Gross and Tare weight) at a weighbridge nominated by MMTC, the CHA will undertake the destuffing of containers (if any), sweeping, and collection and stocking of the cargo on immediate basis and thereafter CHA shall arrange transportation of container from CFS to MMTC's nominated warehouses at different locations (either into the port warehouse or outside the port).
2. CHA will receive empty P.P. bags from the buyer of MMTC in presence of surveyor & protecting agent appointed by MMTC as well as delivery of the stored consignments from godowns to parties after receiving clear written instructions for the same from MMTC.
3. In case the buyer of MMTC fails to provide 50kg P.P bags fit for packing of pulses (food grade) within stipulated time, CHA shall arrange the same and cost of the P.P bags shall be reimbursed by MMTC at actual.
4. At CWC godown, CHA shall arrange for destuffing of the containers, bagging and stitching (wherever applicable), stacking, loading of bagged cargo onto truck lorries and transportation of cargo by truck/ trailers from CFS to the warehouses of the nominated buyers of MMTC. After de-stuffing of the containers at the designated warehouse, CHA shall arrange to surrender the empty containers to the concerned shipping liners. The de-stuffing activity shall be in the presence of the Surveyors nominated by MMTC. The CHA shall be responsible for safety of cargo.
5. On receipt of valid delivery orders (In Original) issued by authorized MMTC officials, CHA shall arrange for delivery of bagged from CFS/warehouse. Dispatch of all kinds of cargo from the port area shall be done only after getting clear written instructions from MMTC and under the supervision of surveyor & protecting agent nominated by MMTC for the same.
6. All delay and detention of containers shall be to the account of CHA due to their fault/ delay .
7. Any other related jobs assigned as and when required.

(TO BE SIGNED AND STAMPED BY BIDDER)



PART C:

1. CHA will ensure submission of detailed bill to MMTC towards agency/ clearing charges latest by 20th of the next month following the month of clearance of goods.
2. CHA will monitor the progress of discharge on daily basis and give status report on day to day basis (by email / Fax) to MMTC apart from submission of report regarding final quantity received.
3. CHA shall be paid all inclusive charges for the work relating to clearing, handling, forwarding/transporting the cargo at the agreed rates as per Part A and Part B of Price bid. MMTC may award either full or part of the work to the L1 bidder.
4. All the Exchange Control copies (in original) of Bills of Entry shall be deposited by CHA directly with MMTC.
5. CHA shall maintain complete account of cargo discharges and containers and shall submit daily & weekly report to MMTC.
6. CHA shall maintain record of goods received in container, empty bags received container-wise and submit to MMTC.
7. CHA shall not have any right to create a charge, lien, sell, transfer, pledge, hypothecate or otherwise encumber the stocks of the MMTC, under any circumstances.
8. CHA shall be responsible for any shortage, damage, deterioration in quality and contamination of the product during handling of cargo from port or storage. If found short or damaged, it will be compensated by CHA on demand without prejudice to any other legal remedy.
9. It will be the responsibility of CHA to make all arrangements like deployment of manpower to supervise the entire transaction from port to warehouse via CFS.
10. CHA shall obtain all permissions, licences /Import permits as required from any Government and local bodies for storage of product in the warehouse.
11. CHA shall arrange at their cost all work connected with weighment, supervision of unloading and re-loading work, wherever required.

(TO BE SIGNED AND STAMPED BY BIDDER)



12. CHA shall not assign or in any manner make over the said agency or this contract to any other firm/person.
13. MMTC reserves the right to appoint one or more CHA within the same territory and CHA shall not create any situation which may prevent MMTC from doing so.
14. MMTC reserves the right to terminate the agreement with successful bidder by giving 30 days notice without assigning any reason thereof. This will not however absolve CHA of the responsibility to pursue and settle claims of MMTC during pendency of the contract. MMTC shall have the right to terminate the agreement without notice in case CHA fails to work fully for the assignment as may be entrusted by MMTC and discharge its duty in satisfactory manner. MMTC's decision shall be final on this.
15. On termination of agreement either on completion of the work or in terms of para 28 above, CHA shall deliver to MMTC all or each of the consignment and all books or accounts and documents relating to MMTC, which are in their possession or control.
16. MMTC has right to inspect the goods under custody of CHA at any time and all relevant records/documents.
17. In case CHA fails to comply with any clause or terms and conditions of this agreement, a suitable penalty shall be imposed depending upon the decision of MMTC without prejudice to the other legal course available thereof shall be settled amicably through negotiation.
18. CHA shall strictly abide by all the rules and regulations of the Government policy and local authorities.
19. CHA shall be liable for all costs, damages, demurrage and other such things in operation due to the negligence of CHA or underperformance of any service or any breach of terms thereof. The quantum of such damages will be determined at the sole discretion of MMTC.
20. Any other related jobs assigned as and when required

6. AWARD OF CONTRACT:

MMTC shall award the contract to the Lowest Bidder (L1) by taking cumulative price bids of all functions at PART A and PART B. MMTC reserve the right to award full or part of the work to L1 bidder. The successful bidder shall enter into a contract with MMTC. A draft contract is enclosed at Appendix-II

7. Tenure of the Contract:

(TO BE SIGNED AND STAMPED BY BIDDER)



The contract will be valid during [December, 2015 to March,2016](#)

8. TERMS OF PAYMENT:

Within 21 days of handing over original shipping documents (B/Ls, Shipping Bill, Customs payment receipts etc.) to MMTC and original bills.

9. CANCELLATION OF CONTRACT

If the successful bidder fails to perform its obligations within stipulated time for reasons other than Force Majeure, MMTC shall be entitled at its option to cancel the contract and recover the damages besides forfeiture of EMD. The seller shall not be liable at any costs, damages and consequences upon such cancellation of the contract.

10. FORFEITURE OF PERFORMANCE GUARANTEE/ EMD

MMTC reserves the right to forfeit the Performance Guarantee/EMD in case the successful bidder fails to perform the contractual obligation within the stipulated time or commits any breach of Contract or fails to fulfill any term(s) or condition(s) of the Tender/Contract.

11. TAXES

The CHA shall bear all statutory dues including taxes, duties, charges or levies that may be assessed, imposed or levied upon the CHA or its agencies in connection with the contract. MMTC shall in no way be responsible for such taxes and duties. Service tax as applicable shall be paid by MMTC. Income Tax which MMTC may be required by law to deduct shall be deducted at source and the same shall be paid to the tax authorities on account of the CHA and MMTC shall provide the Contractor tax deduction certificate. Wherever necessary, CHA shall produce proof of above payments.

12. EXTENSION OF CONTRACT.

This contract is valid from [December, 2015 to March,2016](#). MMTC may extend the period of contract with the mutual consent between the Contractor and MMTC for a specified period on the same terms and conditions as embodied in the contract.

13. GENERAL TERMS AND CONDITIONS:

- a) MMTC reserves the right to accept/reject any or all the tenders submitted on whole or in part without any notice or without assigning any reason thereof.
- b) MMTC may at its discretion empanel one or more contractor against this tender subject to matching L1 price.
- c) The CHA shall not keep lien on the material at any point of time.

(TO BE SIGNED AND STAMPED BY BIDDER)



- d) The CHA shall permit officials of MMTC and representatives of MMTC appointed agencies to inspect the goods and supervise the activities.
- e) The contractor shall ensure that all shipping documents are prepared and obtained as per the conditions stipulated in the Letter of Credit opened by the Foreign Buyer or any other mode of documents.
- f) MMTC can appoint and utilize the services of other CHA whenever it feels necessary or on arising of any circumstances without assigning any reasons thereof.
- g) In case of failure on the part of CHA to get the required work done, MMTC shall get the same done from other agency at the market rates and CHA shall have to bear the difference in the market rate paid by M
- h) MTC and the contractual rate.
- i) Any changes/amendments to this agreement shall be valid only when both the parties to said agreement mutually agree and sign the amendment.
- j) In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation and clarification provided by MMTC shall prevail and shall be final and binding on the CHA.

14. How to fill up the bid:

It shall be the responsibility of the persons submitting the tender should carefully read the tender documents and to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the tender. In the event of any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorized officer of MMTC.

Contact person for seeking any clarification:

Sl No	Name	Designation	Contact No.	Mobile No.
1	Shri K. K. Paul	General Manager	033-22427203	9163504444
2	Shri A. Hembram	Addl. General Manager	033-22439280	9830155721
3	Shri B. Biswas	Manager	033-22623894	9434051929

E-mail: kkpaul@mmtclimited.com; ahembram@mmtclimited.com
bidyutbiswas@mmtclimited.com

Website: www.mmtclimited.com

15. TERMINATION.

(TO BE SIGNED AND STAMPED BY BIDDER)



If the CHA commits breach of any provisions of the Agreement, MMTC shall notify the CHA to remedy such breach within a reasonable period. If breach continues to occur, MMTC shall have the right to terminate the Agreement by giving notice as deemed fit by MMTC.

16. FORCE MAJEURE.

Force Majeure is herein defined as any cause which is beyond the control of either party of the agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or which when foreseen could not have prevented and which materially and adversely affected the performance by either party (the Affected Part) of its obligation under the agreement such as but not limited to:

- a) Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;
- b) Act of Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;
- c) Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection' Strikes and lock outs.

If operation of such circumstances exceed three months, either Party will have the Right to Refuse further Performance of the Contract in which case neither Party shall have the right to claim eventual damages.

17. ARBITRATION.

All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration on the Indian Council of Arbitration Act, 1996 and amendments thereof. The venue of the arbitration will be at Kolkata, the award made in pursuance thereof shall be binding to the parties

(General Manager)
MMTC Limited

(TO BE SIGNED AND STAMPED BY BIDDER)



ANNEXURE-I

TECHNICAL BID

'PART-1'

1. NAME OF BIDDER:
2. ADDRESS OF BIDDER:
3. LEGAL STATUS OF BIDDER: _____
(i.e. whether a Company, Partnership Firm, Proprietorship, etc.)
4. NAMES OF THE PROPRIETOR/ PARTNER / DIRECTORS :
5. TELEPHONE NUMBER, FAX NUMBER, E-MAIL ID : _____
(Identity proofs of dealing persons and details of immovable property owned by firm/proprietor/partners/directors to be enclosed)
6. Name of Contact person: _____
7. YEAR OF ESTABLISHMENT : _____
8. SERVICE TAX REGISTRATION NO : _____
(CERTIFIED PHOTOCOPY TO BE ENCLOSED)
9. NAME OF BANKERS _____
10. WHETHER OWNING LORRIES TO UNDERTAKE TRANSPORTATION JOB FROM KOLKATA PORT TO GODOWN ? : _____
11. INCOME TAX PERMANENT ACCOUNT NUMBER : _____
(CERTIFIED PHOTOCOPY AS PROOF TO BE ENCLOSED)
12. OTHER DETAILS, IF ANY, PLEASE SPECIFY

(TO BE SIGNED AND STAMPED BY BIDDER)



ANNEXURE-I

TECHNICAL BID

'PART-2'

1. Bidders should hold valid Customs House Agent/Broker Licence in their own name for Clearance of import consignments at Kolkata Port. Please enclose a self certified copy of licence.
2. Bidders should have licences in their name or its associates organization for Transporting & Handling of imported consignment. Please enclose a self certified copy of licence.
3. Bidders should have minimum experience of three years in CHA activities of imported Pulses in bulk/containers for Government organisations or public sector enterprises or reputed private importers at Kolkata port. Please enclose a self declaration certificate alongwith copies of work orders.
4. Bidder has establishment at Kolkata Port to carry out the said operation. Please enclose a self declaration certificate.
5. Bidders shall have satisfactory/dispute free performance with MMTC/NINL/any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanor with MMTC/NINL/any other PSU/any other reputed organization in the past, such Bid shall not be entertained. Please enclose a self declaration certificate to this effect.
6. The tender should be accompanied by an Security Deposit of Rs.50,000/- (Rupees Fifty Thousand only) in the form of a crossed Demand Draft/Pay Order/ RTGS drawn on any Scheduled Bank (other than co-operative bank) payable in Kolkata in favour of "MMTC LIMITED" or proof of payment through RTGS in MMTC's account. Any tender not accompanying Security Deposit as per above requirement will be summarily rejected. Please enclose the original DD/Pay Order or proof of payment.
7. The bidders shall enclose Letter of Authorisation for submitting their bids against this tender as per Annexure III.
8. Bidder should submit one copy of signed and stamped tender document by Authorized representative of company as a token of acceptance of tender terms & conditions.

(TO BE SIGNED AND STAMPED BY BIDDER)



ANNEXURE-I

TECHNICAL BID

'PART-3'

Mandatory Information of Bidder

Company Name	:	
Registration Number	:	
Registered Address	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder : _____

Name

Designation

(TO BE SIGNED AND STAMPED BY BIDDER)



ANNEXURE-II

PART B : PRICE BID

- BIDDER TO CLEARLY MENTION WHETHER RATES EXCLUSIVE OF SERVICE TAX
- ALL USUAL PARAMETERS AT ACTUALS AGAINST RECEIPTS FOR THC, D.O. CHARGES, CFS CHARGES, IMPORT PERMIT, FSSAI CHARGES, PQ FEES, ADMINISTRATION CHARGES(if any)

Tender No: MMTC/KOL/AGRO/CHA/2015-16/002 dated 02.12.2015

PRICE BID

PRICE BID FOR CLEARING, FORWARDING AND TRANSPORTATION FOR CONTAINERISED CARGO OF IMPORTED PULSES

Part-AAT KOLKATA PORT

SI No	Description	Rate quoted
1	CHA Activities : All documentation including Port & Customs clearance, handling of containers until loaded onto outbound trucks	Rs _____ PMT
2	PHO & PQ activities	Rs _____ PMT
3	Transportation from Kolkata Port to warehouses (Loaded 20' containers from port to warehouse of customer and return of empty containers to shipping line)	1. Jalan Complex, Howrah :Rs _____ PMT 2. Shaikrail Industrial Complex, Howrah : Rs _____ PMT 3. Food Park, Howrah :Rs _____ PMT 4. CWC- Bonhoogly :Rs _____ PMT 5. CWC-Panihati : Rs _____ PMT
4	Weighment Charges	Rs _____ PMT
5	Any other charges	Rs _____ PMT
6	Service Tax	Rs _____ PMT
	Total	Rs _____ PMT

Part-B

SI No	Description	Rate quoted
1	Destuffing & Bagging	Rs _____ PMT
2	Cost of P.P Bags (50 Kgs Food Grade)	Rs _____ PMT
3	Any other charges	Rs _____ PMT
4	Service Tax	Rs _____ PMT
	Total	Rs _____ PMT

Note: Port charges, Terminal handling charges, Steamer Agent charges, CFS godown charges or any other statutory charges shall be paid on actual basis by MMTC. CHA shall arrange to submit receipt of these charges from concerned Authorities in original.

(TO BE SIGNED AND STAMPED BY BIDDER)



APPENDIX -II

This Agreement is made at Kolkata onday of December Two Thousand Fifteen between **MMTC Limited**, a Company registered under The Companies Act, 1956 having its office at "MMTC LIMITED, NIC Building, 8, India Exchange Place, 4th Floor, Kolkata- 700 001" and its registered office 'Core 1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, hereinafter called "MMTC" which legal representatives and assigns on the FIRST PART.

AND

M/s. ----- a Proprietorship/ Partnership/ Company registered under Company's Act, having its registered office at _____, represented by its Proprietor/ Managing Partners/Authorized Official residing at _____, hereinafter called 'CHA', which expression shall unless repugnant to the context shall mean and include its successors, heirs, executors and assigns on the SECOND PART.

And WHEREAS MMTC invited tender for appointment of agent for Clearing and handling of containerized cargo and to undertake the work of bagging, clearing, handling, and transportation of cargo at nominated **godowns**.

AND WHEREAS CHA on the Second Part having the necessary infrastructure and facilities for carrying out such an activity have agreed to offer their services and quoted rates against the said tender of MMTC, after subsequent negotiations between MMTC and CHA both the parties have agreed to the rates as per Annexure – I

AND WHEREAS MMTC has issued WORK ORDER No: dtd.....to CHA to undertake the work of clearing, bagging, forwarding and transportation of Pulses arriving at Kolkata Port in containerized bagged cargo.

NOW MMTC and CHA Agree as under:

1. LICENCES:

- i) It is confirmed by CHA that they possess valid license bearing No. _____ in their name as Custom House handling agent/ broker for undertaking handling operation of agro products at Kolkata port and CHA shall ensure that the said license will be kept valid during currency of this agreement. THE CHA shall keep all other licences valid during the contract period.
- ii) If at any time during currency of the agreement, the said CHA license is cancelled by the concerned authority for any reason, the CHA would intimate the same to MMTC and for any consequences resulting thereto would indemnify MMTC.

(TO BE SIGNED AND STAMPED BY BIDDER)



2. PERFORMANCE GUARANTEE

- i) CHA has furnished the Performance Guarantee for Rs. 2,00,000/- (Rupees Two Lacs only) in the form of FDR/ irrevocable Bank Guarantee issued by any Nationalized Bank in favour of MMTC as per our prescribed format for due and satisfactory performance of the contract which shall be valid for initial period of two years with claim period of 6 months, and to be renewed if required by MMTC till the finalization of contract. The Performance Guarantee shall be released to CHA on successful and satisfactory execution of the said contract. No claim shall be admissible against MMTC in respect of interest on Performance Guarantee regardless of the time of the release.
- iii) MMTC Reserves the right to forfeit the Performance Guarantee if CHA commits any breach of contract or fails to fulfill any term (s) or condition (s) of the contract.

3. SCOPE OF WORK

The CHA shall perform activities in connection with clearance of imported pulses at Kolkata or Haldia port, bagging, handling, weighment, transportation, delivery etc. for 2000MT(+/-2%) Australian Chick Peas bulk in containers. The activities have categorized in to three parts namely PART A (All activities starting from taking delivery of containers from the shipping agent till clearance from Customs, Port, PHO, PQ deptt or any other statutory Bodies), PART B(All activities after clearance of cargo ie bagging, handling, weighment, transportation, delivery etc.) and Part C (Common activities required both for PART A and PART B). The Scope of Work for these three parts are given below: -

Part A

1. Upon receiving of information regarding shipment, CHA shall coordinate with the respective shipping lines for filing of Import Manifest and necessary Customs and PHO/PQ activities and shall intimate MMTC of the whereabouts of the vessel/containers from time to time.
2. CHA shall arrange to collect all relevant shipping documents from MMTC and shall file Bill of Entries with the Customs and all relevant documentation for clearance of the cargo. If the original shipping documents have not been received, CHA shall arrange for Indemnity Bond (s) in favour of the owner/master of the vessel and other necessary documents for immediate clearance of cargo.
3. Upon unloading of the containers, CHA shall coordinate with the respective Steamer agent/ Shipping Line / CFS and shall arrange to move the containers to respective CFS under intimation to MMTC. CHA shall undertake all Terminal Handling activities of containers in the Port area and CFS.

(TO BE SIGNED AND STAMPED BY BIDDER)



4. CHA shall immediately apply to appropriate authorities/ departments of PQ and PHO for sampling of the imported cargo and shall obtain necessary clearances within 3 days from the date of application.
5. Bidder shall endeavour that all clearances of imported pulses shall be completed within 14 working days from the date of arrival of cargo and ensure despatch of material to MMTC's godown at different locations or to the buyer as per instructions given by MMTC from time to time.
6. CHA shall submit estimate of cost break up within 1 working day of receipt of copy shipping documents and to ensure timely collection of shipping documents and DD/ Pay Order. MMTC shall ensure preparation of DD/Pay Order towards customs duty/ shipping line charges/ Port charges promptly on receipt of detailed cost break up from CHA.
7. CHA shall ensure that their officials are conversant with the Customs/FSSAI rules and procedures and supported by a strong team having knowledge of customs law to handle any query concerning the matter and process the customs related documents etc. without any delay.
8. CHA shall ensure that under no circumstances the clearance of goods should not get delayed beyond 14 days (including PHO/PQ), failing which any detention/demurrage charges will be solely to CHA account.
9. CHA shall obtain geographic locations of various CFS yards/warehouses for containerized cargo as and when imported.
10. In case clearance of goods are delayed beyond 14 days without any valid reason, MMTC shall impose penalty on the CHA @Rs 5000 Per Bill of Lading.
11. In case the clearance of goods is delayed more than 20 days, MMTC shall have the right to make alternative arrangement for clearance of goods by any other CHA and all losses/costs incurred due to delay in addition to the penalty as mentioned at clause 10 and 11 above, will be solely to CHA account.
12. CHA will have excellent working rapport with Customs and other Port related ancillary agencies. All local correspondence and communication regarding clearance on behalf of MMTC will be done by CHA.
13. On surrendering of original shipping documents, when received, to the vessel agent, CHA shall arrange to get the Indemnity Bond released from the vessel agent and deposit the cancelled Indemnity Bond in original with MMTC.
14. CHA shall arrange for all Custom clearance activities, including but not restricted to customs duty payment and other related activities for smooth clearance of cargo.

(TO BE SIGNED AND STAMPED BY BIDDER)



CHA shall arrange for completion of all custom formalities. CHA shall also arrange short landing certificates from the Port Trust/Customs authorities wherever necessary and hand it over to MMTC for lodging claims with supplier/Insurance company/underwriter/ship owner.

15. Any charges for damages incurred to the containers during clearing & handling shall be to CHA's account.
16. Any other related jobs assigned as and when required.

PART B:

1. After clearance of cargo and its weighment (Gross and Tare weight) at a weighbridge nominated by MMTC, the CHA will undertake the destuffing of containers (if any), sweeping, and collection and stocking of the cargo on immediate basis and thereafter CHA shall arrange transportation of container from CFS to MMTC's nominated warehouses at different locations (either into the port warehouse or outside the port).
2. CHA will receive empty P.P. bags from the buyer of MMTC in presence of surveyor & protecting agent appointed by MMTC as well as delivery of the stored consignments from godowns to parties after receiving clear written instructions for the same from MMTC.
3. In case the buyer of MMTC fails to provide 50kg P.P bags fit for packing of pulses (food grade) within stipulated time, CHA shall arrange the same and cost of the P.P bags shall be reimbursed by MMTC at actual.
4. At CWC godown, CHA shall arrange for destuffing of the containers, bagging and stitching (wherever applicable), stacking, loading of bagged cargo onto truck lorries and transportation of cargo by truck/ trailers from CFS to the warehouses of the nominated buyers of MMTC. After de-stuffing of the containers at the designated warehouse, CHA shall arrange to surrender the empty containers to the concerned shipping liners. The de-stuffing activity shall be in the presence of the Surveyors nominated by MMTC. The CHA shall be responsible for safety of cargo.
5. On receipt of valid delivery orders (In Original) issued by authorized MMTC officials, CHA shall arrange for delivery of bagged from CFS/warehouse. Dispatch of all kinds of cargo from the port area shall be done only after getting clear written instructions from MMTC and under the supervision of surveyor & protecting agent nominated by MMTC for the same.
6. All delay and detention of containers shall be to the account of CHA due to their fault/ delay .

(TO BE SIGNED AND STAMPED BY BIDDER)



7. Any other related jobs assigned as and when required.

PART C:

1. CHA will ensure submission of detailed bill to MMTC towards agency/ clearing charges latest by 20th of the next month following the month of clearance of goods.
2. CHA will monitor the progress of discharge on daily basis and give status report on day to day basis (by email / Fax) to MMTC apart from submission of report regarding final quantity received.
3. CHA shall be paid all inclusive charges for the work relating to clearing, handling, forwarding/transporting the cargo at the agreed rates as per Part A and Part B of Price bid. MMTC may award either full or part of the work to the L1 bidder.
4. All the Exchange Control copies (in original) of Bills of Entry shall be deposited by CHA directly with MMTC.
5. CHA shall maintain complete account of cargo discharges and containers and shall submit daily & weekly report to MMTC.
6. CHA shall maintain record of goods received in container, empty bags received container-wise and submit to MMTC.
7. CHA shall not have any right to create a charge, lien, sell, transfer, pledge, hypothecate or otherwise encumber the stocks of the MMTC, under any circumstances.
8. CHA shall be responsible for any shortage, damage, deterioration in quality and contamination of the product during handling of cargo from port or storage. If found short or damaged, it will be compensated by CHA on demand without prejudice to any other legal remedy.
9. It will be the responsibility of CHA to make all arrangements like deployment of manpower to supervise the entire transaction from port to warehouse via CFS.
10. CHA shall obtain all permissions, licences /Import permits as required from any Government and local bodies for storage of product in the warehouse.
11. CHA shall arrange at their cost all work connected with weighment, supervision of unloading and re-loading work, wherever required.

(TO BE SIGNED AND STAMPED BY BIDDER)



12. CHA shall not assign or in any manner make over the said agency or this contract to any other firm/person.
13. MMTC reserves the right to appoint one or more CHA within the same territory and CHA shall not create any situation which may prevent MMTC from doing so.
14. MMTC reserves the right to terminate the agreement with successful bidder by giving 30 days notice without assigning any reason thereof. This will not however absolve CHA of the responsibility to pursue and settle claims of MMTC during pendency of the contract. MMTC shall have the right to terminate the agreement without notice in case CHA fails to work fully for the assignment as may be entrusted by MMTC and discharge its duty in satisfactory manner. MMTC's decision shall be final on this.
15. On termination of agreement either on completion of the work or in terms of para 28 above, CHA shall deliver to MMTC all or each of the consignment and all books or accounts and documents relating to MMTC, which are in their possession or control.
16. MMTC has right to inspect the goods under custody of CHA at any time and all relevant records/documents.
17. In case CHA fails to comply with any clause or terms and conditions of this agreement, a suitable penalty shall be imposed depending upon the decision of MMTC without prejudice to the other legal course available thereof shall be settled amicably through negotiation.
18. CHA shall strictly abide by all the rules and regulations of the Government policy and local authorities.
19. CHA shall be liable for all costs, damages, demurrage and other such things in operation due to the negligence of CHA or underperformance of any service or any breach of terms thereof. The quantum of such damages will be determined at the sole discretion of MMTC.
20. Any other related jobs assigned as and when required

7. Tenure of the Contract:

The contract will be valid during [December, 2015 to March, 2016](#)

8. TERMS OF PAYMENT:

[Within 21 days of handing over original shipping documents \(B/Ls, Shipping Bill, Customs payment receipts etc.\) to MMTC and original bills.](#)

9. TAXES

(TO BE SIGNED AND STAMPED BY BIDDER)



The Contractor shall bear all statutory dues including taxes, duties, charges or levies that may be assessed, imposed or levied upon the Contractor in connection with the contract. MMTC shall in no way be responsible for such taxes and duties. Service tax as applicable shall be paid by the MMTC. Income Tax which MMTC may be required by law to deduct shall be deducted at source and the same shall be paid to the tax authorities on account of the Contractor and the MMTC shall provide the Contractor tax deduction certificate. Wherever necessary, Contractor shall produce proof of above payments.

10. EXTENSION OF CONTRACT.

This contract is valid from [December, 2015 to March,2016](#). The MMTC may extend the period of contract with the mutual consent between the Contractor and MMTC for a specified period on the same terms and conditions as embodied in the contract.

11. GENERAL TERMS AND CONDITIONS:

- a) MMTC reserves the right to accept/reject any or all the tenders submitted on whole or in part without any notice or without assigning any reason thereof.
- b) MMTC may at its discretion empanel one or more contractor against this tender subject to matching L1 price.
- c) The contractor shall not keep lien on the material at any point of time.
- d) The contractor shall permit officials of MMTC and representatives of MMTC appointed agencies to inspect the goods.
- e) The contractor shall ensure that all shipping documents are prepared and obtained as per the conditions stipulated in the Letter of Credit opened by the Foreign Buyer.
- f) MMTC can appoint and utilize the services of other CHA whenever it feels necessary or on arising of any circumstances without assigning any reasons thereof.
- g) In case of failure on the part of CHA to get the required work done, MMTC shall get the same done from other agency at the market rates and CHA shall have to bear the difference in the market rate paid by MMTC and the contractual rate.
- h) Any changes/amendments to this agreement shall be valid only when both the parties to said agreement mutually agree and sign the amendment.
- i) In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation and clarification provided by MMTC shall prevail and shall be final and binding on the CHA.

12. TERMINATION.

If the Contractor commits breach of any provisions of the Agreement, MMTC shall notify the Contractor to remedy such breach within a reasonable period. If breach continues to occur, MMTC shall have the right to terminate the Agreement.

13. FORCE MAJEURE.

(TO BE SIGNED AND STAMPED BY BIDDER)



Force Majeure is herein defined as any cause which is beyond the control of either party of the agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or which when foreseen could not have prevented and which materially and adversely affected the performance by either party (the Affected Part) of its obligation under the agreement such as but not limited to:

- a) Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;
- b) Act of Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;
- c) Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection' Strikes and lock outs.

If operation of such circumstances exceed three months, either Party will have the Right to Refuse further Performance of the Contract in which case neither Party shall have the right to claim eventual damages.

14. ARBITRATION.

All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration on the Indian Council of Arbitration Act, 1996 and the venue of the arbitration will be at Kolkata, the award made in pursuance thereof shall be binding to the parties

Signed, sealed and delivered by the parties at Kolkata on the date and year appearing hereinabove

**For CHA.
Authorized Signatory**

**For MMTC LIMITED.
Authorized Signatory**

Witnesses:

- 1.
- 2.

(TO BE SIGNED AND STAMPED BY BIDDER)



ANNEXURE-III

Sub: Letter of Authorisation

I/We do hereby declare that the details provided by us are true and I/We shall be bound by the act of my/our duly constituent Attorney, Shri _____ who is duly authorized by me/us separately through an authorization letter to this effect for the purpose and of any other person who in future may be appointed by me / us instead to carry on the business of the concern, whether any intimation of such change is given to the General Manager, MMTC Kolkata or not.

The specimen signature of Shri is given below: -

1. Name:
2. Signatue:

Yours faithfully,

(SIGNATURE OF BIDDER)

(TO BE SIGNED AND STAMPED BY BIDDER)



APPENDIX -I

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of applicable amount to be executed by a Kolkata Branch of a Scheduled Bank other than Gramin Bank, Co-operative Bank, Nainital Bank and Dhanalakshmi Bank)

Sub: Tender No. _____

**The General Manager ,
MMTC Limited,
NIC Building, 4th Floor
8 India Exchange Place, Kolkata 700001**

Sirs,

- 1) WHEREAS, MMTCL Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India (hereinafter called "the MMTCL) have entered into Contract No. _____ dated _____ (hereinafter called 'the CONTRACT') for _____ with M/s. _____ (name) address _____ , (hereinafter called the 'XX')

- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a security for the performance of the CONTRACT and MMTCL has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of Rs. _____.

- 3) AND WHEREAS at the request of the 'XX', we _____ Bank, _____ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTCL, immediately on demand up to and not exceeding the sum of Rs. _____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTCL that

(TO BE SIGNED AND STAMPED BY BIDDER)



the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.

- 4) We, _____ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs. _____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.
- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. _____. Our Guarantee shall remain in force until [31st May 2016](#).
- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before [31st May 2016](#).
- 7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
- 8) This guarantee comes into force forthwith.
- 9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s 'XX'.
- 10) The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. _____ only by MMTC.
- 11) We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.

(TO BE SIGNED AND STAMPED BY BIDDER)



12) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.

13) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2015

Yours faithfully

For and on behalf of Bank

(Address)

(Banker's Seal)

(TO BE SIGNED AND STAMPED BY BIDDER)