



A Govt. of India Enterprise  
*Touching Lives, adding value*  
MMTC Limited,  
Ground Floor,  
Block-V, HOUSEFED Complex,  
Dispur, Guwahati-781006  
Tel-0361-2267766  
Email:mantu@mmtclimited.com

**NIT NO. MMTC/NE/CHA/AGRO/16-17/002 dated 15.02.2017**

MMTC invites tenders for handling & transportation etc. of imported bagged containerized consignments of pulses at Guwahati, Assam. **The last date of submission of tender is at 15:00 hours IST on 07.03.2017.**

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

Manager, MMTC-Guwahati



**NIT NO. MMTC/NE/CHA/AGRO/16-17/002 dated 15.02.2017**

**SUB: TENDER FOR APPOINTMENT OF CLEARING & HANDLING AGENT AT GUWAHATI FOR IMPORTED CONTAINERIZED (BAGGED) CONSIGNMENTS OF PULSES**

MMTC Limited, a Government of India Enterprise, Regional Office at Kolkata, NIC Building (4<sup>th</sup> Floor, 8 India Exchange Place, Kolkata 700 001 (herein after called the Principal/Owner) invites Sealed Tender in two bid system for Sales Tax, excise clearance, handling, transportation etc. works for import of pulses in containerized (Bagged) consignments on the terms and conditions as below :

The bidder(s) are required to submit their sealed tender on or before 07.03.2017 by 15:00 Hrs at

**MMTC Limited,  
Ground Floor,  
Block-V, HOUSEFED Complex,  
Dispur, Guwahati-781006  
Tel-0361-2267766**

The offer is required to be submitted in two separate sealed envelopes i.e. one for Technical Bid and the other for Price bid. The **technical bid** will be **opened on 07.03.2017 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.

**TERMS AND CONDITIONS ARE AS FOLLOWS:**

**1. Eligibility Criteria**

- i.** Bidders should have minimum experience of one year in clearing and handling activities of agro commodities in bulk/containers for Government organisations or public sector enterprises or reputed private importers at Guwahati.
- ii.** Bidder should have establishment at Guwahati to carry out the said operation. Bidder should have valid registration under Service Tax Act & Income Tax act.
- iii.** 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.
- iv.** 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 Guwahati 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 from the date of awarding the tender. RTGS details are as follows:  
Beneficiary: MMTC Limited  
Name of the Bank: Indusind Bank  
A/c No: 201000671571  
IFSC Code: INDB0000662  
Branch: Beltola Branch, Branch Code: 000662

(TO BE SIGNED AND STAMPED BY BIDDER)



## **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 documents attached)**
- b. **Price Bid: In Price Bid format as Annexure- II**

First Envelop superscribing **“Techno Commercial Bid: Tender No.NIT NO. MMTC/NE/CHA/AGRO/16-17/002 dated 15.02.2017 FOR CHA WORKS OF AGRO COMMODITIES.”**

Second Envelop superscribing **“Price Bid: Tender No. NIT NO. MMTC/NE/CHA/ AGRO/16-17/002 dated 15.02.2017 FOR CHA WORKS OF AGRO COMMODITIES.”**

Both the above two separate envelopes containing Techno Commercial Bid and Price Bid **shall be put in another envelop superscribing “Tender No. NIT NO. MMTC/NE/CHA/AGRO/16-17/002 dated 15.02.2017 FOR CHA WORKS OF AGRO COMMODITIES.”**

## **3. Due date for submission:**

The last date & time for submission of two bid tender along with above documents is 15:00 Hrs on 07.03.2017 and opening of the Technical Bid at 16:00 Hrs on the same day and the Price Bid will be opened subsequently only for Technical Bids. 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. 5,00,000/- (Rupees Five Lakh only). The successful bidder shall establish the Performance Guarantee (PG) within 3 days of the issue of the contract. PBG shall be issued by any scheduled commercial bank in India (other than Gramin Bank, Co-operative Bank, Nainital Bank and Dhanalakshmi Bank) Guwahati/Kolkata Branch. The PG Bond shall be kept valid for one year. 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 5,00,000/- in the form of DD/Pay order or deposit through RTGS in the account of MMTC Guwahati.

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.

(TO BE SIGNED AND STAMPED BY BIDDER)



## **5. Scope of work**

### **Scope of work containerized (Bagged) consignments**

The bidder (CHA) shall perform activities in connection with clearing and Handling of pulses from Krishnapatnam port to Guwahati. After clearance of cargo the pulses shall be transported from Krishnapatnam to Guwahati through containers of CONTAINER CORPORATION OF INDIA LTD (CONCOR) to Guwahati, thereafter from CONCOR Railway siding, Guwahati the same containers will be transported to CWC, Amingaon and/or CWC, Maligaon which includes handling, weighment, transportation, destuffing, bagging, stacking, delivery etc containerized (Bagged) consignments of pulses at CWC, Amingaon, Guwahati and/or CWC, Maligaon Guwahat. The Scope of Work is given below:-

1. CHA shall coordinate with MMTC-Vizag, MMTC-Kolkata, MMTC-Guwahati, CONCOR for rake movement.
2. Tracking of rake movement during journey from Krisnapatnam to Guwahati Railway siding.
3. CHA shall liason with CONCOR for receipt of rake at CONCOR railway siding.
4. Clearance of rake/containers at Guwahati Railway siding/ICD siding.
5. Unloading of containers from railway rakes onto the railway siding.
6. CHA shall arrange transportation of containers from CONCOR railway siding like ICD Amingaon to designated warehouses.
7. CHA shall arrange loading of containers onto the trucks/trailer and also return the empty containers i.e unloading of containers from trucks/trailers to CONCOR siding/designated location.
8. Cargo weighment (Gross and Tare weight) shall be carried out at a weighbridge nominated by MMTC, the CHA will undertake the destuffing of containers (Bagged), bagging and stitching (wherever applicable), stacking, sweeping, collection of sweeping cargo, re-bagging and stacking of the cargo on immediate. CHA shall arrange labors for the above jobs.
9. After de-stuffing of the containers at the designated warehouse, CHA shall arrange to surrender the empty containers to CONCOR. The de-stuffing activity shall be in the presence of the Surveyors nominated by MMTC. The CHA shall be responsible for safety of cargo.
10. On receipt of valid delivery orders (In Original) issued by authorized MMTC officials, CHA shall arrange for delivery of bagged cargo from designated warehouses. Dispatch of cargo from the warehouse shall be done only after getting written instructions from MMTC and under the supervision of surveyor & protecting agent nominated by MMTC for the same in the presence of MMTC officials. CHA shall arrange labors for the above jobs.
11. Authorized representatives of CHA shall sign the weighment slip, delivery challan, all related documents.

(TO BE SIGNED AND STAMPED BY BIDDER)



12. All delay and detention of containers shall be to the account of CHA due to their fault/delay.
13. CHA will monitor the progress 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.
14. 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 of Price bid. MMTC may award either full or part of the work to the L1 bidder.
15. CHA shall maintain complete account of cargo discharges from containers and shall submit daily report to MMTC.
16. CHA shall maintain record of goods received in container, empty bags received container-wise and submit to MMTC.
17. 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.
18. CHA shall be responsible for any shortage, damage, deterioration in quality and contamination of the product during handling of cargo. If found short, damaged or contaminated, it will be compensated by CHA on demand without prejudice to any other legal remedy.
19. It will be the responsibility of CHA to make all arrangements like deployment of manpower to supervise the entire transaction from unloading point/railheads to warehouse and delivery from warehouse.
20. CHA shall arrange at their cost all work connected with weightment, supervision of unloading and re-loading work, wherever required.
21. In case of exigency, CHA shall arrange to pay directly all charges, duties, taxes, levies, excise and octroi-state and central – and any other charges and duties etc, if any, payable on the product on behalf of MMTC, the same shall be reimbursed by MMTC on production of original receipts.
22. CHA shall not assign or in any manner make over the said agency or this contract to any other firm/person.
23. 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.
24. 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 perform its obligations as per the contract. MMTC may appoint other CHA at the costs and risks of successful bidder and security deposit shall be forfeited.

(TO BE SIGNED AND STAMPED BY BIDDER)



25. On termination of agreement either on completion of the work or in terms of para 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.
26. 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.
27. CHA shall strictly abide by all the rules and regulations of the Government policy and local authorities.
28. 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.
29. 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 of all function of Price Bid. The successful bidder shall enter into a contract with MMTC.

#### **7.Tenure of the Contract:**

The contract will be initially valid for 1 year from the date of signing of contract and may be extended for further periods on mutual consent in writing.

#### **8. TERMS OF PAYMENT:**

Within 21 days on completion of complete rake at godowns/delivery of cargo and handing over supporting documents 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. MMTC shall not be liable for any costs and consequences upon such cancellation of the contract.

#### **10.FORFEITURE OF PERFORMANCE GURANTEE/ 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

(TO BE SIGNED AND STAMPED BY BIDDER)



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 for 1 year from the date of signing of contract. MMTC may extend the period of contract with the mutual consent between the Contractor and MMTC for a specified period on the terms and conditions as embodied in the contract or mutually agreed terms.

## **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.
- d) The CHA shall permit officials of MMTC and representatives of MMTC appointed agencies to inspect the goods and supervise the activities.
- e) 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.
- f) 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.
- g) Any changes/amendments to this agreement shall be valid only when both the parties to said agreement mutually agree and sign the amendment.
- h) 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.
- i) MMTC shall make payment to CHA on actual quantity receipt at designated warehouses as per independent surveyor report.

## **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 A. Hembram	Addl. General Manager	033-22546003	9830155721
2	Shri M. Chowdhury	Sr. Manager	033-22546011	8697511714
2	Shri B. Biswas	Manager	033-22546020	9434051929
3	Shi M K Murmu	Manager	0361-2267766	9051768555

E-mail: [ahembram@mmtclimited.com](mailto:ahembram@mmtclimited.com)  
[malayc@mmtclimited.com](mailto:malayc@mmtclimited.com)  
[bidyutbiswas@mmtclimited.com](mailto:bidyutbiswas@mmtclimited.com)  
[mantu@mmtclimited.com](mailto:mantu@mmtclimited.com)

Website: [www.mmtclimited.com](http://www.mmtclimited.com)

(TO BE SIGNED AND STAMPED BY BIDDER)



## **15. TERMINATION.**

If the CHA commits breach of any provisions of the Agreement, MMTC shall notify the CHA to take remedial measure for 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. Fraud Prevention Policy**

**(1) Commitments of the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s):** The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC(Full text of which is available on MMTC's website at [www.mmtclimited.com](http://www.mmtclimited.com) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

- a. The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications in the bidding process.
- c. The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act: further the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain or pass on to others, any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not instigate third persons to commit offences/activates outlined in Fraud Prevention Policy or be any accessory to such offences.
- e. The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) if in any possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) Disqualification from tender process and exclusion from future contracts: IF the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of **Clause 16(1)** or "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award of during execution according to **Clause 16(2)**, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

(TO BE SIGNED AND STAMPED BY BIDDER)





**17. 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.

**18. 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

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(Addl. 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  
GUWAHATI/NORTH EASTERN REGION 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 have licences in their name or its associates organization for Transporting & Handling of consignment. Please enclose a self certified copy of licence.
2. Bidders should have minimum experience of one year in Clearing & Handling activities of Agro commodities 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.
3. Bidder has establishment at Guwahati to carry out the said operation. Please enclose a self declaration certificate.
4. 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.
5. The tender should be accompanied by 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 Guwahati in favour of "MMTC LIMITED" or proof of payment through RTGS in MMTC's account. Any tender not accompanying EMD/Security Deposit as per above requirement will be summarily rejected. Please enclose the original DD/Pay Order or proof of payment.
6. The bidders shall enclose Letter of Authorisation for submitting their bids against this tender as per Annexure IV.
7. 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.
8. Bidder should submit the copy of Service Tax registration certificate and PAN.

(TO BE SIGNED AND STAMPED BY BIDDER)

**ANNEXURE-II****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-III****PART B : PRICE BID**

- BIDDER TO CLEARLY MENTION WHETHER RATES EXCLUSIVE OF SERVICE TAX
- ALL USUAL PARAMETERS AT ACTUALS AGAINST RECEIPTS like fumigation charges etc.

**NIT NO. MMTCL/NE/CHA/AGRO/16-17/002 dated 15.02.2017**

**PRICE BID**

**PRICE BID FOR CLEARING, HANDLING, FORWARDING AND TRANSPORTATION FOR CONTAINERISED CARGO (BAGGED/LOOSE IN BULK) OF IMPORTED PULSES**

**Part-A****AT GUWAHATI**

SI No	Description	Rate quoted (Rs/PMT)		
1	Clearing and Handling Charges			
2	Lift on and Lift off charges			
3	Transportation from loading point/railheads to warehouses (Loaded containers from CONCOR siding i.e ICD Amingaon to designated warehouse and return of empty containers to CONCOR siding i.e ICD Amingaon)	Name of CWC	20 Feet Container	40 Feet Container
		1. CWC- Amingaon, Guwahati		
		2. CWC-Maligaon, Guwahati		
4	For bagged cargo in container- Destuffing & stacking at designated warehouses.			
5	Weighment Charges (Gross and Tare).			
6	Sweeping, Standardization and weighment of spillage cargo.			
7	Loading charges for loading the cargo onto trucks from nominated warehouse at the time of delivery from CWC Godowns.			
8	Service Tax			
	Total			

Yours faithfully,

(SIGNATURE OF BIDDER)

(TO BE SIGNED AND STAMPED BY BIDDER)



**ANNEXURE-IV**

**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, MMTCL Kolkata or not.

The specimen signature of Shri ..... is given below:-

1. Name:
2. Signature:

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/Guwahati 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, 4<sup>th</sup> Floor  
8 India Exchange Place, Kolkata 700001**

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Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India (hereinafter called "the MMTC) and one of its Regional Office at NIC Building, 4<sup>th</sup> Floor, 8, India Exchange Place, Kolkata- 700001 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 MMTC 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 MMTC, 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 MMTC that 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 \_\_\_\_\_.
- 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 \_\_\_\_\_.
- 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

(TO BE SIGNED AND STAMPED BY BIDDER)



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.
- 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 \_\_\_\_\_ 2016

Yours faithfully

For and on behalf of Bank

(Address)

(Banker's Seal)

(TO BE SIGNED AND STAMPED BY BIDDER)