



A Govt. of India Enterprise  
*Touching Lives, adding value*

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CIN : L51909DL1963GOI004033

**NIT NO. MMTC/AHD/CHA/AGRO/16-17/006 dated 18.10.2016**

Sealed bids are invited by MMTC Limited, Ahmedabad for the appointment of Custom House Agent/Clearing Handling Agent for handling of imported loose bulk cargo/consignment of agricultural commodities like pulses, grains at Mundra and Kandla port.

**The last date of submission of tender is at 14:00 hours IST on 02.11.2016**

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>

GENERAL MANAGER



**NIT NO. MMTC/AHD/CHA/AGRO/16-17/006 dated 18.10.2016**

**Sub:- TENDER FOR APPOINTMENT OF CUSTOM HOUSE AGENT/CLEARING HANDLING AGENT AT KANDLA AND/OR MUNDRA PORT FOR IMPORTED LOOSE BULK CARGO/CONSIGNMENT FOR AGRICULTURAL COMMODITIES.**

MMTC Limited, A Government of India Enterprises, Regional Office at 2<sup>nd</sup> Floor, Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad 380014, India (herein after called the Principal/Owner) invites Sealed Tender in two bids system for customs clearance, port clearance, handling, transportation etc. works for import of agricultural commodities, like pulses, grains in bulk/bagged/ consignments on the terms and conditions as below :

The bidder(s) is/are required to submit their sealed tender on or before **02.11.2016 by 14:00 Hrs** at 2<sup>nd</sup> Floor, Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad.

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 02.11.2016 at 14:30 Hrs** and the **price bids of technically qualified bidders** will be opened subsequently. The Authorized Representatives of the bidders may witness the process, if desire so.

MMTC Limited will be importing agricultural commodities, like pulses, grains and Edible Oil in bulk/bagged/containerized consignments at various Ports.

**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 respective port.
- ii. Bidders should have minimum experience of three years in CHA activities of imported Pulses at respective ports for Government organizations or public sector enterprises or reputed private importers at respective port.
- iii. Bidder should have an establishment at respective 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. An undertaking as per Annexure-VI is required to be enclosed at the time of bid.
- 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 Ahmedabad 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.

BANK NAME	ACCOUNT NO	RTGS CODE
STATE BANK OF INDIA, CAG BRANCH, AHMEDABAD	10371778358	SBIN0004152
STATE BANK OF HYDERABAD, AHMEDABAD	52051130364	SBHY0020673
HDFC BANK, AHMEDABAD	00060310000116	HDFC0000006
AXIS BANK LTD, LAW GARDEN , AHMEDABAD	003010200020147	UTIB0000003

- vi. Bidder should be financially sound and furnish his bank account statements for last minimum three(3) months in addition to a certificate from the bank certifying the sound financial status of the bidder.
- vii. Bidder should be able to produce solvency certificate for minimum amount of Rs. 10 Lakhs from his authorized bank. Audited balance sheets and Profit & Loss statements for the last three(3) years to be submitted alongwith bid.

## **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 / AHD / CHA /AGRO/16-17/006 dated 18.10.2016 FOR CHA WORKS OF AGRO COMMODITIES . ”**

Second Envelop superscribing **“Price Bid: Tender No. MMTC / AHD / CHA /AGRO/16-17/006 dated 18.10.2016 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. MMTC/AHD/CHA /AGRO/16-17/006 dated 18.10.16 FOR CHA WORKS OF AGRO COMMODITIES”**

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

The last date & time for submission of two bids tender along with above documents is 14:00 Hrs on **02.11.2016** and opening of the same at 14:30 Hrs on the same day. The rates quoted by the bidders in the tender will remain valid for 30 (Thirty) days from the date of opening the tender. There should not be any indication /mention of prices in the technical bid and if the same is found, the same will be summarily rejected. Hence, the prices quoted must be mentioned in the price bid 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-V** ) 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).

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 Ahmedabad.

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 Kandla and Mundra port which includes stevedoring handling, weighment, transportation, bagging, transportation to CWC godown, stacking, delivery etc of imported **loose in bulk** consignments of agricultural commodities, like pulses, grains at Kandla and Mundra Port. The activities have been categorized into three parts namely:

PART A: All activities starting from taking delivery of **loose cargo** from the shipping agent/vessel till clearance from Customs, Port, PHO, PQ Deptt or any other statutory Bodies

PART B: All activities after clearance of cargo i.e supervision, bagging, handling, weighment, transportation, delivery etc.

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 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. 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.

4. CHA shall endeavour that all clearances of imported pulses shall be completed within the free time allowed by the shipping line, (including PHO/PQ), from the date of arrival of cargo and ensure despatch of material to MMTC's godown or to MMTC's buyer godown as per instructions given by MMTC from time to time. Each loaded lorry must be weighted in the presence of all concerned authorized representatives. If there is any variation between B/L and actual weight, it must be, immediately, be informed all concerned authorities and acknowledgement must be obtained, if possible.
5. CHA shall submit estimate of cost break up of Port charges, Steamer Agent charges, CFS godown charges, PO charges, FSSAI charges or any other statutory charges within 1 working day of receipt of copy of 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, Steamer Agent charges, PO charges, FSSAI charges or any other statutory charges promptly on receipt of detailed cost break up from CHA.
6. 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.
7. CHA shall ensure that under no circumstances the clearance of goods should not get delayed beyond the free time allowed by the shipping line, (including PHO/PQ), failing which any detention/demurrage charges will be solely to CHA account.
8. In case clearance of goods are delayed beyond 5 days, penalty will be imposed on the CHA by MMTC, as follow:

SR.NO.	PERIOD	PENALTY
1.	06-10 (BOTH INCLUSIVE)	Rs.5000 PER B/E
2.	11-15 (BOTH INCLUSIVE)	Rs.10000 PER B/E
3.	16-20 (BOTH INCLUSIVE)	Rs.15000 PER B/E
4.	MORE THAN 20 DAYS	Rs.20000 PER B/E

In case the clearances of goods are delayed more than 20 days, MMTC will make the alternative arrangement for clearance of goods from any other CHA and all losses/costs/risk including detention/demurrage incurred due to delay in addition to the penalty as mentioned at clause 9 above will be solely to the CHA account.

10. 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.
12. 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.
13. 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 necessary and hand it over to MMTC for lodging claims with supplier/Insurance company/underwriter/ship owner.

14. CHA shall be responsible for co-coordinating with MMTC's nominated surveyor for cargo inspection, quality analysis, cargo movement, draft survey etc. MMTC shall not be responsible for any losses arising out of lack of co-ordination between the Surveyor(s) and the CHA and the CHA shall indemnify MMTC to that effect.
15. The cargo shall be discharged under strict supervision of the Surveyor appointed by MMTC.
16. Any charges for damages incurred to ports/godowns etc. during clearing & handling shall be to CHA's account and the CHA shall indemnify MMTC to that effect.
17. CHA shall ensure the transportation of cargo with fully covered tarpaulin on the top and on the floor of truck/ lorry to avoid spillages.
18. Total shortages of 0.25% of Bill lading weight is permissible during entire transaction. The CHA shall quote the price basis maximum Handling Loss 0.25% of BL quantity. Any Handling loss in excess of above referred prescribed limit shall be recoverable from the CHA at the rates decided by MMTC. Such determination of loss shall be final and binding on the CHA.
19. CHA shall ensure there is no deterioration in the quality of cargo, and shall take adequate precautions to avoid contamination of cargo(es) with foreign matter while discharge operations, transportation and in storage.
20. The CHA shall arrange sufficient labours, and other equipments etc. at their own cost for discharging the cargo from the vessel, its handling and transportation, storages and deliveries in time.
21. The CHA shall ensure to fulfill all statutory requirements and shall adhere to all rules and laws related to safety and security of the labour employed. In addition, the CHA shall be required to perform all duties as prescribed under Customs Act 1962 and Customs House Regulations 1984 and as amended from time to time. MMTC has no responsibilities/liabilities towards labours employed.
22. The CHA shall be solely responsible for all third-party claims, including but not limited to claims for injuries to person or property or for any other reason whatsoever in connection with the duties of the CHA herein provided for.
23. No claim for any miscellaneous or sundry expenses, incurred by the CHA shall be entertained by MMTC. However, if the CHA wants to lodge any claim arising out of this Contract he shall be required to submit the same to MMTC within a period of 30 days from the date of completion of discharge of the entire cargo. MMTC shall not entertain any claim or any account from the CHA after expiry of above period.
24. The CHA shall be fully responsible for any claim by the owner of the vessel(s)/port authorities/foreign buyer in respect of improper handling and discharge of Cargo(es) under their contract.
25. 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, the CHA will undertake final delivery to MMTC's designated warehouses at different locations (either into the port warehouse or outside the port).
2. CHA will receive empty POLY PROPLINE DOUBLE STITCHED bags from MMTC in the 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. CHA will also store the empty PPC bags in their own space till they are bagged without any addition to cost to MMTC.
3. In case MMTC fails to provide 50kg POLY PROPLINE DOUBLE STITCHED bags fit for packing of pulses (food grade) within stipulated time, CHA shall arrange the same bags with this specification ( **Each piece should be 100 Gms of weight with a dimension of (24 inches X 36 Inches), Single fold, Double stitch at the bottom and folded inside at the opening. Mesh 12 X 12, Denier 0900, Anti Skill Weave, Single colour printing on one side) and cost of the POLY PROPLINE DOUBLE STITCHED bags shall be reimbursed by MMTC at actual.** Following markings on the bags as per FSSAI standard should be complied:-
  - FSSAI Logo
  - FSSAI Licence number: .10014011001604
  - Product name
  - Weight
  - Country of Origin
  - Packing Month
  - Importer's name & Address
  - Packer's name & Address
4. CHA shall arrange for unloading of the loose cargo from vessel, bagging and stitching (wherever applicable), loading of bagged cargo onto truck lorries and transportation to CWC godowns, unloading at godowns, stacking/storage of cargo in the godown. 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 cargo from godown/warehouse. Dispatch of all kinds of cargo from the port area/godowns 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. In the event of non-availability of CWC godown, if required cargo can be stored private warehouse also with prior approval of MMTC.
  7. All delay and detention of cargo shall be CHA's account.
  8. 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 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 and shall submit daily & weekly report to MMTC.
6. CHA shall maintain record of goods received empty bags received from any other suppliers 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, damaged or contaminated, 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 godown.
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.
12. In case of exigency, CHA shall arrange to pay directly all 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 on MMTC's request and the same shall be reimbursed by MMTC on production of original receipts.
13. CHA shall not assign or in any manner make over the said agency or this contract to any other firm/person.
14. 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.
15. 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 appoint other CHA at the costs and risks of successful bidder and security deposit shall be forfeited.





16. 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.
17. MMTC has right to inspect the goods under custody of CHA at any time and all relevant records/documents. Any shortage, if any, at CWC godown shall be in CHA account.
18. 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.
19. CHA shall strictly abide by all the rules and regulations of the Government policy and local authorities.
20. 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.
21. Any other related jobs assigned as and when required.
22. The bidder shall be responsible for certifying the Facts given in the Time Sheet/SOF prepared by Ship owner or their agents and sign the same in proof of correctness which shall form the basis of demurrage/despatch settlement between MMTC and the Foreign supplier. The bidder shall submit a copy of SOF to MMTC..

#### **6. AWARD OF CONTRACT:**

MMTC shall award the contract to the Lowest Bidder (L1). 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-III

#### **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 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. MMTC 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 for 1 year from the date of signing of contract. MMTC may extend the period of contract with the mutual consent between the Bidder 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 Bidder/s 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) Bidder may offer the rates for Mundra port only or for both the ports.**



#### **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 S.M.Babu	General Manager	079-40244711	9979625255
2	Shri S.S.Modh	Addl. General Manager	079-40244713	9427605762
3	Shri Satish Vaidya	Senior Manager	079-40244740	8130967474

E-mail: [smbabu@mmtclimited.com](mailto:smbabu@mmtclimited.com); [ssmodh@mmtclimited.com](mailto:ssmodh@mmtclimited.com),  
[satishvaidya@mmtclimited.com](mailto:satishvaidya@mmtclimited.com)

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

#### **15. TERMINATION.**

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 Ahmedabad, the award made in pursuance thereof shall be binding to the parties.

## **18. Discharge Rates/dispatch/Demurrage:**

- a) The cargo to be discharged at an average rate of 10,000 MT (Loose Bulk Cargo) for Mundra port and 7500 MT (Loose Bulk Cargo) for Kandla port Per Weather Working day. If detained longer, demurrage as per charter party, maximum upto USD 10,000/- per weather working day and on prorata for any part of the day shall be CHA account.
- b) Dispatch money shall be half of the demurrage rate for all the time saved and shall be shared equally, if earned, between CHA and MMTC.
- c) Lay time at discharge port shall commence 24 hours after the notice of readiness has been received on all working days from Monday to Friday between 1000 hrs to 1700 hrs.
- d) However, it may also be noted that Demurrage/Despatch as may accrue shall be on the basis of the shipping terms of our Foreign Contract.
- e) The vessel shall be geared with suitable grabs for discharge of cargo in bulk.
- f) Most of our contract shall be on CNF/CNFFO/CIFFO basis.

## **19. Clause Fraud Prevention**

### **(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 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 19(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 19(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.

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(General Manager)  
MMTC Limited



**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 Kandla and/or Mundra port TO GODOWN ? : \_\_\_\_\_
11. INCOME TAX PERMANENT ACCOUNT NUMBER : \_\_\_\_\_  
(CERTIFIED PHOTOCOPY AS PROOF TO BE ENCLOSED)
12. OTHER DETAILS, IF ANY, PLEASE SPECIFY



## **TECHNICAL BID**

### **'PART-2'**

1. Bidders should hold valid Customs House Agent/Broker License in their own name for Clearance of import consignments at Kandla & Mundra Port. Please enclose a self certified copy of license.
2. Bidders should have licenses in their name or its associates organization for Transporting & Handling of imported consignment. Please enclose a self certified copy of license.
3. Bidders should have minimum experience of three years in CHA activities of imported Pulses in bulk/bagged containers for Government organizations or public sector enterprises or reputed private importers at respective ports. Please enclose a self declaration certificate alongwith copies of work orders.
4. Bidder should have establishment at Kandla & Mundra Port or at both the ports 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 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 Ahmedabad in favour of "MMTC LIMITED" or proof of payment through RTGS in MMTC's account. Any tender not accompanying EMD 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 Authorization for submitting their bids against this tender as per Annexure IV.
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.

**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



**PRICE BID**

**Tender No: MMTC/AHD/AGRO/CHA/2016-17/006 dated 18.10.2016**

**PRICE BID**

PRICE BID FOR CLEARING, FORWARDING AND TRANSPORTATION FOR LOOSE IN BULK CARGO (VESSEL LOAD) OF IMPORTED PULSES AND STEVEDORING, IF ANY.

PHYTO FEES,PHO FEE, WHARFAGE/ROYALTY CHARGE,STAMP DUTY, CUSTOMS DUTY, SURVEY CHARGES,TRANSIT SHED, GRAB/CRANE HIRING CHARGES, SHALL BE ON ACTUL AFTER SUBMISSION OF VALID RECEIPTS.

Sr.No.	Description	Rates quoted (Rs/PMT) for	
		Kandla	Mundra
1	Stevedoring Charges, if required.		
2	All documentation including Port & Customs clearance, FSSAI & PQ activities related to discharge/unloading of cargo from the vessel till it is loaded on to outbound trucks from port to warehouse/godown		
3	<p><b><u>(A) IF BAGGING IS DONE AT PORT/TRANSIT SHED:</u></b></p> <p>a) Unloading of cargo from vessel, internal transportation to transit shed at port &amp; unloading of cargo, bagging, packing, standardization and delivery to party as per MMTC's instruction and supervision.</p> <p>b) Hiring of Transit shed in port for temporary storage for bagging, packing, and standardization.</p> <p>c) loading of bagged cargo from port/transit shed and transportation, unloading at CWC or other godown</p> <p><b><u>(B) IF BAGGING IS NOT DONE AT PORT THEN IT WOULD BE ARRANGED AT CWC/OTHR GODOWN:</u></b></p> <p>(a) Unloading of cargo from vessel, loading into trucks and transportation to CWC/Other godown.</p>		

	<p>(b) Unloading, bagging, packing, standardization, and storage in CWC/other godown and supervision.</p> <p>(c) Delivery of bagged cargo from CWC/other godown to party as per MMTC's instruction and supervision.</p> <p><b>(C)</b> Godown rent if require and arranged by CHS on PMT/Per month basis.</p>		
4	<p>Cost of POLY PROPLINE DOUBLE STITCHED Bags (50 Kgs. Food Grade)<b>Each piece should be 100 Gms of weight with a dimension of (24 inches X 36 Inches), Single fold, Double stitch at the bottom and folded inside at the opening. Mesh 12 X 12, Denier 0900, Anti Skill Weave, Single colour printing on one side)</b></p> <p>(Rates may be quoted Rs./ per piece.)</p>		
5	Collection of sweeping/spillage/refilling, bagging and standardization at port and at CWC/other godown as well		
6	Weighment charge of Loaded lorry at load port and CWC as well		
7	In case of non geared vessel the charges of hiring of grab for discharge of cargo.		
8	Service Tax		
9	Total		

This Agreement is made at Ahmedabad on .....day of \_\_\_\_\_ Two Thousand Sixteen between MMTC Limited, a Company registered under The Companies Act, 1956 having its Regional Office at 2<sup>nd</sup> Floor, Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad 380014 and having its registered office at 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 agricultural commodities like pulses, grains in bulk/bagged/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 at 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/LOI No: ..... dtd.....to CHA to undertake the work of clearing of cargo, bagging, forwarding and transportation of Pulses arriving at Kandla and/or Mundra Port in bulk/bagged/containerized cargo/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 Kandla and/or Mundra port and CHA shall ensure that the said license will be kept valid during currency of this agreement. THE CHA shall keep all other necessary/statutory licenses 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.

### **2. PERFORMANCE GUARANTEE**

- i) CHA has furnished the Performance Guarantee for Rs. 5,00,000/- (Rupees Five 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 one 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

ii) 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 bidder (CHA) shall perform activities in connection with clearance of imported pulses at Kandla and Mundra port which includes stevedoring handling, weighing, transportation, bagging, transportation to CWC godown, stacking, delivery etc of imported **loose in bulk** consignments of agricultural commodities, like pulses, grains at Kandla and Mundra Port. The activities have been categorized into three parts namely:

PART A: All activities starting from taking delivery of **loose cargo** 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 supervision, bagging, handling, weighing, transportation, delivery etc.

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 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. 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.
4. CHA shall endeavour that all clearances of imported pulses shall be completed within the free time allowed by the shipping line, (including PHO/PQ), from the date of arrival of cargo and ensure despatch of material to MMTC's godown or to MMTC & buyer as per instructions given by MMTC from time to time. Each loaded lorry must be weighted in the presence of all concerned authorized representatives. If there is any variation between B/L and actual weight, it must be, immediately, be informed all concerned authorities and acknowledgement must be obtained, if possible.
5. CHA shall submit estimate of cost break up of Port charges, Steamer Agent charges, CFS godown charges, PO charges, FSSAI charges or any other

6. statutory charges within 1 working day of receipt of copy of 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, Steamer Agent charges, PO charges, FSSAI charges or any other statutory 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 the free time allowed by the shipping line, (including PHO/PQ), failing which any detention/demurrage charges will be solely to CHA account.
9. In case clearance of goods are delayed beyond 5 days, penalty will be imposed on the CHA by MMTC, as follow:

SR.NO.	PERIOD	PENALTY
1.	06-10 (BOTH INCLUSIVE)	Rs.5000 PER B/E
2.	11-15 (BOTH INCLUSIVE)	Rs.10000 PER B/E
3.	16-20 (BOTH INCLUSIVE)	Rs.15000 PER B/E
4.	MORE THAN 20 DAYS	Rs.20000 PER B/E

In case the clearances of goods are delayed more than 20 days, MMTC will make the alternative arrangement for clearance of goods from any other CHA and all losses/costs/risk including detention/demurrage incurred due to delay in addition to the penalty as mentioned at clause 9 above will be solely to the CHA account.

10. 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.
11. 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.
12. 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 necessary and hand it over to MMTC for lodging claims with supplier/Insurance company/underwriter/ship owner.
13. Any charges for damages incurred to ports/godowns etc. during clearing & handling shall be to CHA's account.
14. CHA shall be responsible for co-coordinating with MMTC's nominated surveyor for cargo inspection, quality analysis, cargo movement, draft survey etc. MMTC shall not be responsible for any losses arising out of lack of co-ordination between the Surveyor(s) and the CHA and the CHA shall indemnify MMTC to that effect.

15. The cargo shall be discharged under strict supervision of the Surveyor appointed by MMTC.
16. CHA shall ensure the transportation of cargo with fully covered tarpaulin on the top and on the floor of truck/ lorry to avoid spillages.
17. Any charges for damages incurred to ports/godowns etc. during clearing & handling shall be to CHA's account.
18. Total shortages of 0.25% of Bill lading weight is permissible during entire transaction. The CHA shall quote the price basis maximum Handling Loss 0.25% of BL quantity. Any Handling loss in excess of above referred prescribed limit shall be recoverable from the CHA at the rates decided by MMTC. Such determination of loss shall be final and binding on the CHA.
19. CHA shall ensure there is no deterioration in the quality of cargo, and shall take adequate precautions to avoid contamination of cargo(es) with foreign matter while discharge operations, transportation and in storage.
20. The CHA shall arrange sufficient labours, and other equipments etc. at their own cost for discharging the cargo from the vessel, its handling and transportation, storages and deliveries in time.
21. The CHA shall ensure to fulfill all statutory requirements and shall adhere to all rules and laws related to safety and security of the labour employed. In addition, the CHA shall be required to perform all duties as prescribed under Customs Act 1962 and Customs House Regulations 1984 and as amended from time to time. MMTC has no responsibilities/liabilities towards labours employed.
22. The CHA shall be solely responsible for all third-party claims, including but not limited to claims for injuries to person or property or for any other reason whatsoever in connection with the duties of the CHA herein provided for.
23. No claim for any miscellaneous or sundry expenses, incurred by the CHA shall be entertained by MMTC. However, if the CHA wants to lodge any claim arising out of this Contract he shall be required to submit the same to MMTC within a period of 30 days from the date of completion of discharge of the entire cargo. MMTC shall not entertain any claim or any account from the CHA after expiry of above period.
24. The CHA shall be fully responsible for any claim by the owner of the vessel(s)/port authorities/foreign buyer in respect of improper handling and discharge of Cargo(es) under their contract.
25. 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, the CHA will undertake final delivery to MMTC's designated warehouses at different locations (either into the port warehouse or outside the port).
2. CHA will receive empty POLY PROPLINE DOUBLE STITCHED bags from MMTC in the 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. CHA will also store the empty PPC bags in their own space till they are bagged without any addition to cost to MMTC.

3. In case MMTC fails to provide 50kg POLY PROPLINE DOUBLE STITCHED bags fit for packing of pulses (food grade) within stipulated time, CHA shall arrange the same bags with this specification ( **Each piece should be 100 Gms of weight with a dimension of (24 inches X 36 Inches), Single fold, Double stitch at the bottom and folded inside at the opening. Mesh 12 X 12, Denier 0900, Anti Skill Weave, Single colour printing on one side) and cost of the POLY PROPLINE DOUBLE STITCHED bags shall be reimbursed by MMTC at actual.** Following markings on the bags as per FSSAI standard should be complied:-

- FSSAI Logo
- FSSAI Licence number: .10014011001604
- Product name
- Weight
- Country of Origin
- Packing Month
- Importer's name & Address
- Packer's name & Address

4. CHA shall arrange for unloading of the loose cargo from vessel, bagging and stitching (wherever applicable), loading of bagged cargo onto truck lorries and transportation to CWC godowns, unloading at godowns, stacking/storage of cargo in the godown. 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 cargo from godown/warehouse. Dispatch of all kinds of cargo from the port area/godowns 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 cargo shall be CHA's account.

7. In the event of non-availability of CWC godown, if required cargo can be stored private warehouse also.

8. 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 and shall submit daily & weekly report to MMTC.
6. CHA shall maintain record of goods received empty bags received from any other suppliers 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, damaged or contaminated, 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 godown.
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.
12. In case of exigency, CHA shall arrange to pay directly all 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 on MMTC's request and the same shall be reimbursed by MMTC on production of original receipts.
13. CHA shall not assign or in any manner make over the said agency or this contract to any other firm/person.
14. 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.
15. 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 appoint other CHA at the costs and risks of successful bidder and security deposit shall be forfeited.
16. 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.
17. MMTC has right to inspect the goods under custody of CHA at any time and all relevant



18. records/documents. Any shortage, if any, at CWC godown shall be in CHA account.
19. 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.
20. CHA shall strictly abide by all the rules and regulations of the Government policy and local authorities.
21. 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.
22. Any other related jobs assigned as and when required.
23. The CHA shall quote the price basis maximum Handling Loss 0.25% of BL quantity.
24. The CHA shall be responsible for co-coordinating with MMTC's nominated surveyor for cargo(es) inspection (if any), quality analysis (if any), cargo(es) movement, draft survey etc. MMTC shall not be responsible for any losses arising out of lack of co-ordination between the Surveyor(s) and the CHA and the CHA shall indemnify MMTC to that effect .
25. The bidder shall be responsible for certifying the Facts given in the Time Sheet/SOF prepared by Ship owner or their agents and sign the same in proof of correctness which shall form the basis of demurrage/despatch settlement between MMTC and the Foreign supplier. The bidder shall submit a copy of SOF to MMTC..

#### **4. AWARD OF CONTRACT:**

MMTC shall award the contract to the Lowest Bidder (L1). 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

#### **5. 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.

#### **6. 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.

#### **7. 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 at any costs, damages and consequences upon such cancellation of the contract.



## **8. 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.

## **9. 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.

## **10. 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 Bidder and MMTC for a specified period on the terms and conditions as embodied in the contract or mutually agreed terms.

## **11. GENERAL TERMS AND CONDITIONS:**

- j) 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.
- k) MMTC may at its discretion empanel one or more Bidder/s against this tender subject to matching L1 price.
- l) The CHA shall not keep lien on the material at any point of time.
- m) The CHA shall permit officials of MMTC and representatives of MMTC appointed agencies to inspect the goods and supervise the activities.
- n) 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.
- o) 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.
- p) Any changes/amendments to this agreement shall be valid only when both the parties to said agreement mutually agree and sign the amendment.
- q) 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.
- r) **Bidder may offer the rates for Mundra port only or for both the ports.**

## **12. TERMINATION.**

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.



### **13. 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:

- d) Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;
- e) Act of Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;
- f) 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 amendments thereof. The venue of the arbitration will be at Ahmedabad, the award made in pursuance thereof shall be binding to the parties

### **15. Discharge Rates/dispatch/Demurrage:**

- a) The cargo to be discharged at an average rate of 10,000 MT (Loose Bulk Cargo) for Mundra port and 7500 MT (Loose Bulk Cargo) for Kandla port Per Weather Working day. If detained longer, demurrage as per charter party, maximum upto USD 10,000/- per weather working day and on prorata for any part of the day shall be CHA account.
- b) Dispatch money shall be half of the demurrage rate for all the time saved and shall be shared equally, if earned, between CHA and MMTC.
- c) Lay time at discharge port shall commence 24 hours after the notice of readiness has been received on all working days from Monday to Friday between 1000 hrs to 1700 hrs.
- d) However, it may also be noted that Demurrage/Despatch as may accrue shall be on the basis of the shipping terms of our Foreign Contract.
- e) The vessel shall be geared with suitable grabs for discharge of cargo in bulk.
- f) Most of the our contract shall be on CNF/CNFFO/CIFFO basis.

## 16. Clause Fraud Prevention

### **(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.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) if 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 or 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.

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

**For CHA.  
Authorized Signatory**

**For MMTC LIMITED.  
Authorized Signatory**

**Witnesses:**

- 1.**
- 2.**

**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 Ahmedabad or not.

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

Name:

Signature:

Yours faithfully,

(SIGNATURE OF BIDDER)

**APPENDIX -V**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On a stamp paper of applicable amount to be executed by any Scheduled Bank other than Gramin Bank, Co-operative Bank)

Sub: Tender No. \_\_\_\_\_

**The General Manager ,  
MMTC Limited,  
2nd Floor, Nagindas Chambers,  
Usmanpura, Ashram Road, Ahmedabad 380014.**

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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) 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 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)



(On Judicial Stamp Paper of Rs. 100/- )

UNDERTAKING

1. This is in reference to our application No\_\_\_\_\_dated\_\_\_\_\_for supply of\_\_\_\_\_.
2. We hereby unequivocally confirm and declare that we shall be full responsible for any kind of defaults and false declaration if any in any of the documents submitted and / or representations made to MMTC related to this business transaction. We further confirm and declare that we are solely responsible for any such non / mis-declaration default, non-realisation of export proceeds and / or mis-utilisation of commodity/product or any such offence and shall be liable for prosecution under Foreign trade policy 2009-14 & 2015-2020 provisions, Customs Act and its Notifications. Indian Penal Code and/or FEMA or under any law/rules or Regulations in force as may be applicable from time to time.
3. We unconditionally undertake to indemnify MMTC and keep MMTC fully indemnified and harmless against any liabilities that may arise as a result of any of our acts of commission/omissions whatsoever in regard to our above application
4. This is to certify that I / We, \_\_\_\_\_ Proprietor / Partner / Director of (Name of the Firm) \_\_\_\_\_ hereby declare that we are registered with concerned statutory authorities vide their Registration Certificate No. \_\_\_\_\_ dated \_\_\_\_\_ valid upto \_\_\_\_\_ and also registered with Custom and received one time registration certificate No. \_\_\_\_\_ dated \_\_\_\_\_.
5. We further certify and undertake that we are not black listed or debarred for, any demand, sue, recovery, from all and every or any person or persons whomsoever concerned or chargeable therewith all and every sum or sums of money, debts, goods, effects, securities, stocks, shares and interests which shall or may belongs to or be or become due or payable to any Govt. / Semi Government Agencies, MOC, or any other under PSU during the tenure and validity of our firm and above registration certificate.
6. That the business dealings has not been banned or suspended by the Ministry of Commerce (MOC), Government of India or any of the PSU under MOC.
7. Further, that the director(s)/owner or proprietor or partner (as the case may be), is not convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years.

SIGNATURE/S

PROPRIETOR/PARTNER/DIRECTOR

NAME:

(Stamp of the Firm)

Date :yyyy

Place :

Witness :



