



**MMTC LIMITED,**  
**8, India Exchange Place, Kolkata - 700001**

**INVITES TENDER FOR APPOINTMENT OF**  
**CHA AT KOLKATA PORT**

**TENDER NO MMTC/KOL/CHANFM/18-19/01**

**Dated: 21.11.2018**

**1. BACKGROUND**

MMTC Limited, A Govt. of India Enterprise under the administrative control of the Ministry of Commerce, New Delhi invites bids from CHA for undertaking job of handling, clearing, container stuffing, transportation and loading/unloading of imported consignments of Non Ferrous metals (i.e Tin, Zinc, Nickel, Copper, Lead etc) in containers at **Kolkata port**.

**2. DATE SHEET**

**Tender closing time/ date** **15 00 Hrs. (IST) on 13.12.2018**  
**(Bids to be submitted latest by)**

**Tender Opening time/ Date** **16 00 Hrs. (IST) on 13.12.2018**  
**(Techno-Commercial Bids)**

**3. ELIGIBILITY CRITERIA FOR BIDDERS:**

3.1 The bidder should be fully conversant with customs formalities and possess required approvals / licences from port authorities for cargo clearing and handling jobs, registered in India. The bidder should have valid Custom House Agent (CHA) license.

3.2 Bidders should have minimum experience of three years in CHA activities of imported containers for Government organizations or public sector enterprises or reputed private importers at Kolkata port.

**4. EARNEST MONEY DEPOSIT (EMD):**

The successful bidder will be required to deposit EMD in form of Demand draft/ pay order/RTGS, for **Rs.50,000/-** in favor of "MMTC Limited, payable at Kolkata, India. No interest will be payable on the EMD amount.

## 5. Scope of work

5.1 On receiving information of arrival of the cargo from the steamer agent and /or from MMTC, agency shall immediately arrange for obtaining clearance of the cargo from the Customs and Port authorities. If the original shipping documents are not received on arrival of the vessel, Agency shall arrange for clearance and delivery of the cargo against indemnity bond provided by MMTC in favour of the Owner/ Master of the vessel, as long as the same is accepted by the Owner/Master and arrange for other necessary documentation for immediate clearance of cargo.

5.2 Immediately on arrival of the vessel the Agency will inform MMTC Port/wharfage charges, terminal handling charges and container yard charges, etc. and all payment to CFS and to the steamer agent, etc, duly supported by documents wherever applicable. MMTC shall make payment directly in favour of the respective party through Agency after deducting applicable taxes. It will be the responsibility of the Agency to collect the payment from MMTC, deposit the same, submit the receipt to MMTC and to co-ordinate all matter relating to such payments. Container detention charges as and when payable will be first paid by MMTC but will be guided in terms of clause 5.4 below.

5.3 Agency shall arrange for filing of Bill of Entry and all other requirements before clearance of the cargo, to its transportation in the MMTC's Godown at CWC Import Export godown. Agency will submit their job bill against each consignment.

5.4 All charges towards detention of containers at Port/CFS due to delay in receipt of statutory clearance beyond control of Agency like congestion at CFS/Port, strike, bandh, holidays & delay on part of the port or CFS to move the containers to yard will be borne by MMTC. However in the event of such delay on part of Port/CFS, Agency is to furnish sufficient proof for the same. The charges towards detention of containers for any reason other than reasons as stated above in this para, will have to be borne by the Agency.

5.5 Truck lorry detention charges and shortages, if any during the total operation will be to the account of the Agency for any other reason other than reasons as stated above in para 5.4.

5.6 Agency shall arrange at their cost all work connected to weighment, loading/stacking, delivery, etc. of the cargo wherever required.

5.7 In the case of delay on the part the Agency for clearance of the cargo beyond 2 (two ) clear working day from the date of receipt of clearance, penalty will be imposed on Agency as follows:-

Delay period	Penalty
03-10 days (Both days inclusive)	Rs. 1,000 per B/E
11-15 days (Both days inclusive)	Rs.15,000 per B/E
16-20 days (Both days inclusive)	Rs.25,000 per B/E

21-25 days (both days inclusive) Rs.35,000 per B/E

Beyond 25 days Rs.50,000 per B/E

In case of delay in clearance of the cargo beyond 25 days as above for any reason other than those stated in clause 5.4 above, MMTC at its sole discretion may make alternative arrangement as it may deem fit with all costs and consequences to the account of Agency without any prejudice to MMTC's other rights in terms of this agreement including but not restricted to forfeiture of the EMD.

5.8 After getting clearance of Cargo/Container from Port authorities agency to shift the same to MMTC's Godown at CWC Import Export Godown after compliance with due formalities.

5.9 Both at the time of clearance and loading at Kolkata Port and unloading at respective storage premises, Agency shall co-operate with MMTC's appointed Surveyor.

5.10 The Agency shall accept full responsibility for safety and security of the cargo and any act of theft, fire, shortage, criminal mis-appropriation and breach of trust in respect of goods entrusted to the Agency by any such event. The Agency shall be fully responsible and indemnify MMTC for any loss, damage or pilferage to the goods, claim of whatsoever nature for any reason including improper storage and handling of stock on behalf of MMTC. The compensation for loss/damage shall be payable to MMTC at the rate as ascertained by MMTC.

5.11 The Agency shall not hypothecate or mortgage or create any lien/Agency charges whatsoever on the goods received by them on behalf of MMTC. The Agency shall also have no right to withhold the delivery of the goods in any circumstance for whatever reason irrespective of any of their part-claim also.

5.12 It shall be the responsibility of the Agency to make all arrangements like providing adequate labour supervisors and other necessary equipments/tools, required for lifting the goods from the port till handing over the containers to designated godowns.

5.13 For non delivery or short delivery of the consignments MMTC shall reserve the right to impose penalty at the rate to be determined by it from time to time in addition to recovering the cost of the material. Such determination of penalty by MMTC shall be final and binding on the Agency.

5.14 Agency shall keep valid license granted to him by Custom Authority and Port Authority, till the completion of the contract, if awarded.

5.15 Agency will be required to perform all duties prescribed under Custom Act & Custom House Regulations as amended from time to time.

5.16 Agency shall keep themselves fully conversant familiar with the laws, rules, regulations and procedures framed by Port Trust, Customs, DGFT and other concerned authorities for clearance and carriage of goods.

5.17 Agency shall be responsible for employing suitable labour/ workmen at the site as per the prevailing labour laws of India and MMTC shall not be responsible for any claims arising due to any mishappening/accident of workmen deployed by the agency.

## **6. GENERAL TERMS & CONDITIONS:**

- 6.1 The bidder should not be black listed by any government agency at the time of submission of bids. The bidder shall have to submit an undertaking as per ANNEXURE (II) alongwith technical bid.
- 6.2 MMTC reserves the right to accept or reject any or all the bids any time at its own discretion without assigning any reasons thereof.
- 6.3 Bidders shall keep MMTC fully indemnified against any claims, losses/damages, liabilities, proceedings etc. from any third party or otherwise arising out of / or in connection with this tender.
- 6.4 MMTC may terminate the contract before the expiry of agreed period, in case the performance of the bidder is not satisfactory, in which case MMTC's opinion shall be final and binding. However MMTC may terminate the contract by giving one month notice to the party without citing any reason thereof.
- 6.5 Bidder shall sign & submit with technical bid all the pages of this tender document (alongwith annexures) as token of acceptance of the terms & conditions stated therein to be submitted in the envelope for Techno-commercial Bid.

## **7. SUBMISSION OF BIDS:**

- 7.1 The bidders may download the tender document from MMTC's website [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) or [www.tenders.gov.in](http://www.tenders.gov.in)/[www.eprocure.gov.in](http://www.eprocure.gov.in)
- 7.2 The Bidders are required to submit offers in TWO BID SYSTEM. i.e. Techno commercial bid to be submitted in one closed envelope, super scribed as "Techno- Commercial Bid" as per ANNEXURE I-A.

"Price Bid" as per formats given in **ANNEXURE I-B to be submitted online**. For bidding process/uploading of the bid, bidders may log on to: website <https://mmtc.abcprocure.com>

The envelope containing Techno –commercial bid should be sealed and super scribed with Tender No., date, Name & Address of the Bidder and shall be addressed to General Manager, MMTC Limited, 8, India Exchange Place, Kolkata -700001, Phone Nos. 033-22546019, Fax No.033-22421292. Offers over phone, fax or email will not be entertained.

### **7.3 Techno- Commercial Bid (In Physical Mode only)**

The envelope super scribed as “Techno- Commercial Bid” must contain the following:

- 7.3.1 Duly signed and stamped Techno- Commercial Bid as per Annexure “I-A”.
- 7.3.2 Customs House Clearing Agent’s Licence / registration – Self attested copy
- 7.3.3 Signed and stamped copy of the tender Documents on each page.
- 7.3.4 Copies of Registration Certificate, PAN No., GSTIN certificate, as applicable.
- 7.3.5 Undertaking as per **ANNEXURE “II”**.
- 7.3.6 Self attested Audited annual accounts for the last 3 years.
- 7.3.7 Authorization letter from Company for person authorized to sign above documents.

### **7.4 Price Bid (electronic form only).**

Price Bid are to be uploaded latest by 1500 hrs IST on 13.12.2018 through electronic mode only as per Annexure I-B.

Price bid will be opened only of those bidders who qualify in the technical bid.

For bidding process/uploading of the bid, bidders may log on to: website <https://mmtc.abcprocure.com>

TERMS & CONDITIONS FOR SUBMISSION OF BIDS IN ELECTRONIC MODE ARE ATTACHED HEREWITH as per Annexure IV.

PLEASE NOTE THAT PRICE BID SENT THROUGH LETTER, FAX, E-MAIL OR IN ANY PHYSICAL FORM WILL NOT BE ACCEPTED.

Offers should be submitted as per Bids format provided at Annexure- I-A &I- B.

- 7.5 The techno-commercial bid complete in all respect should be submitted in sealed envelope within the time schedule mentioned at sl no 2 above in the tender box kept in MMTC office at above mentioned address. No overwriting, erasing, interlineations etc. will be allowed. Offers should be submitted in MMTC’s Kolkata **Office** only. The techno commercial bids shall be opened on the same day at MMTC’s Kolkata **office** in the presence of the bidders’ representatives desirous to be present.
- 7.6 The Price bids of only those bidders shall be considered who qualify in the Techno Commercial bid.

## **8. AWARD OF BID & SIGNING OF CONTRACT:**

The bidder, whose bid is accepted by MMTC, shall be issued letter of award (LOA) prior to expiry of bid validity. Bidder shall also be issued unsigned contract (copy of draft contract is enclosed at III) for signature of the successful bidder. Bidder shall sign the contracts and return to MMTC, **Kolkata** within 7 (seven) working days of issuance. MMTC's representative shall sign and retain the original signed contract and forward copy of signed contract to the successful bidder.

This contract shall be valid for a period of 2 years commencing from the date of its execution/signing by the parties. The contract can be extended for a further period of one year on mutual consent basis.

## **9. VALIDITY OF BID:**

The bidder agrees to and shall hold his bid valid for at least six (6) month from the date of opening of price bids. However, the bidder agrees to extend the bid for a further period of three (3) months on the existing terms and condition in case the same is desired by MMTC. The validity of the bids and its security may be extended for a further period on mutual consent.

## **10. DISCLAIMER:**

MMTC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. MMTC reserves the right to cancel the Tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona fide.

## **11. JURISDICTION:**

The applicants hereto agree that the Courts and Tribunals at Kolkata shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this Tender. All disputes arising out of this Tender shall be decided in accordance with the laws of India.

## **12. INDEMNITY :**

The Bidder shall keep MMTC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this Tender.

## **13. FORCE MAJEURE:**

- i. During continuance of the Contract, the MMTC shall not be held liable or responsible for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions in whole or part thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Agency's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders,

embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.

- ii. If by reason of any cause beyond the control of Agency there is any curtailment or suspension of services, then MMTC shall be excused from the obligations to that extent and MMTC shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.
- iii. If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
- iv. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

#### **14. ARBITRATION:**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration, Kolkata and the Award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be Kolkata. The appropriate Courts in Kolkata shall have exclusive jurisdiction and Indian laws shall govern this Contract.

#### **15. FRAUD PREVENTION:**

**(1) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) :**The Bidder(s) / Contractor(s) / Buyer(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.gov.in](http://www.mmtclimited.gov.in) 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)/Buyer(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)/Buyer(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, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s)/Buyer(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) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others , any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in 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 this Clause, above 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) Buyer(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 this Clause, 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.

## **16. HOLIDAY-LISTING:-**

Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealing or take any curative measures with the agency(s) in accordance with the policy in force.

## **17. AMENDMENTS:**

The bidders are advised to check MMTC’s website [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) or [www.tenders.gov.in](http://www.tenders.gov.in)/[www.eprocure.gov.in](http://www.eprocure.gov.in) regularly for any amendments/ clarifications.

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**TECHNO-COMMERCIAL BID**

1. Name & communication address of Bidder

Website address & Email ID \_\_\_\_\_ Mob. No. \_\_\_\_\_

2. Names of sole proprietor/partner/Director
3. List of documents attached with Bid as per clause 7.3 of the tender:
4. Name & Designation of the Authorized Signatory & contact person  
Full Address, Telephone number, fax number, mail ID.
5. Details of experience with Orders executed (Bidders shall provide the detail duly certified by Chartered Accountant/ Work orders)

Years	Name of Client	Products handled	Qty. Handled (MTs)	Value of work executed (Rs.) Lakhs
2017-18				
2016-17				
2015-16				

6. Name, address, account number, IFSC/NEFT code of the banker
7. Income Tax permanent account no of the bidder (certified copy as proof to be enclosed)
8. GSTIN no. of the bidder (certified copy as proof to be enclosed)

We do hereby declare that the above details are correct to the best of my knowledge and belief and nothing has been concealed thereof.

Sign of Bidder with Stamp:

Place:

Date:

**ANNEXURE I-B**

**PRICE BID**

- BIDDER TO CLEARLY MENTION WHETHER RATES ARE EXCLUSIVE OF GST
- ALL USUAL PARAMETERS AT ACTUALS AGAINST RECEIPTS such as THC, D.O. Charges, Stamp duty, IGM amendment charges (if any) etc.

PRICE BID FOR CLEARING, FORWARDING AND TRANSPORTATION FOR CONTAINERISE (20 ft)

**AT KOLKATA PORT**

Sl No	Description	Rate quoted (Rs per Metric Tonnes)
1	CHA Activities : All documentation including Port & Customs clearance, handling of containers, loading & unloading at Port/CFS until loaded onto outbound trucks from CFS	
2	Transportation from CFS to warehouses (Loaded containers from port to warehouse of CWC Import Export godown at C. G. R . Road and return of empty containers to designated place of shipping line)	
3	GST	
	Total	

Sign of Bidder with Stamp:

Place:

Date:

**Proforma of declaration regarding banning of business dealings.****(To be submitted on the letterhead of the bidder)****In case of proprietary concern**

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s ..... Which is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”).

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the partner.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

**In case of partnership firm**

We hereby declare that neither we, M/s ..... Which is submitting the accompanying bid nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”).

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

**In case of Company**

We hereby declare that we, M/s ..... are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”).

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the undersigned:

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

It is understood that if this declaration is found to be false, MMTC shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place

Signature of bidder

Date

Name & Designation of the signatory.

No.MMTC/KOL/NFM/CHA/2018-19/01

Dated: 21.11.2018

**DRAFT - CONTRACT FOR CHA**

This agreement is made on,..... 2018 between MMTC Limited, 4<sup>th</sup> Floor, NIC Building,8, India Exchange Place, Kolkata – 700001, India, hereinafter referred as “MMTC” (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the one part, AND....., India hereinafter called the “Agency” (which expression, shall unless excluded by or repugnant to the context, shall include its successors and assigns) of the other part.

WHEREAS MMTC has agreed to appoint the Agency as CHA for all work related to clearance of imported metals at Kolkata port and the Agency has agreed to perform all the work assigned to them by MMTC on the terms & conditions hereinafter mentioned.

NOW it is hereby mutually agreed and declared by and between the parties hereto as follows:

**1. Scope of work**

1.1 On receiving information of arrival of the cargo from the steamer agent and /or from MMTC, the Agency shall immediately arrange for obtaining clearance of the cargo from the Customs and Port authorities. If the original shipping documents are not received on arrival of the vessel, the Agency shall arrange for clearance and delivery of the cargo against indemnity bond provided by MMTC in favour of the Owner/ Master of the vessel, as long as the same is accepted by the Owner/Master and arrange for other necessary documentation for immediate clearance of cargo.

1.2 Immediately on arrival of the vessel the Agency will inform MMTC Port/wharfage charges, terminal handling charges and container yard charges, etc. and all payment to CFS and to the steamer agent, etc, duly supported by documents wherever applicable. MMTC shall make payment directly in favour of the respective party through Agency after deducting applicable taxes. The Agency shall collect the respective payment from MMTC, deposit the same, submit the receipt to MMTC and to co-ordinate all matter relating to such payments. Container detention charges as and when payable will be first paid by MMTC but will be guided in terms of clause 1.4 below.

1.3 Agency shall arrange for filing of Bill of Entry and all other requirements before clearance of the cargo, to its transportation in the MMTC’s Godown at CWC Import Export godown. Agency will submit their job bill against each consignment.

1.4 All charges towards detention of containers at Port/CFS due to delay in receipt of statutory clearance beyond control of Agency like congestion at CFS/Port, strike, bandh, holidays & delay on part of the port or CFS to move the containers to yard will be borne by MMTC. However in the event of such delay on part of Port/CFS, Agency shall furnish

sufficient proof for the same. The charges towards detention of containers for any reason other than reasons as stated above in this para, will have to be borne by the Agency.

1.5 Truck lorry detention charges and shortages, if any during the total operation will be to the account of the Agency for any other reason other than reasons as stated above in para 1.4.

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Beyond 25 days	Rs.50,000 per B/E

In case of delay in clearance of the cargo beyond 25 days as above for any reason other than those stated in clause 1.4 above, MMTC at its sole discretion may make alternative arrangement as it may deem fit with all costs and consequences to the account of Agency without any prejudice to MMTC's other rights in terms of this agreement including but not restricted to forfeiture of the EMD.

1.8 After getting clearance of Cargo/Container from Port authorities agency to shift the same to MMTC's Godown at CWC Import Export Godown after compliance with due formalities.

1.9 Both at the time of clearance and loading at Kolkata Port and unloading at respective storage premises, Agency shall co-operate with MMTC's appointed Surveyor.

- a. The Agency shall accept full responsibility for safety and security of the cargo and any act of theft, fire, shortage, criminal mis-appropriation and breach of trust in respect of goods entrusted to the Agency by any such event. The Agency shall be fully responsible and shall indemnify MMTC for any loss, damage or pilferage to the goods, claim of whatsoever nature for any reason including improper storage and handling of stock on behalf of MMTC. The compensation for loss/damage shall be payable to MMTC at the rate as ascertained by MMTC.
- b. The Agency shall not hypothecate or mortgage or create any lien/Agency charges whatsoever on the goods received by them on behalf of MMTC. The Agency shall also have no right to withhold the delivery of the goods in any circumstances for whatever reason irrespective of any of their part-claim also.

- c. It shall be the responsibility of the Agency to make all arrangements like providing adequate labour supervisors and other necessary equipments/tools, required for lifting the goods from the port till handing over the containers to designated godowns.
- d. For non delivery or short delivery of the consignments MMTC shall reserve the right to impose penalty at the rate to be determined by it from time to time in addition to recovering the cost of the material. Such determination of penalty by MMTC shall be final and binding on the Agency.
- e. Agency shall keep valid license granted to him by Custom Port Authority, till the completion of the contract, if awarded.
- f. Agency will be required to perform all duties prescribed under Custom Act & Custom House Regulations as amended from time to time.
- g. Agency shall keep themselves fully conversant familiar with the laws, rules, regulations and procedures framed by Port Trust, Customs, DGFT and other concerned authorities for clearance and carriage of goods.
- h. Agency shall be responsible for employing suitable labour/ works men at the site as per the prevailing labour laws of India and MMTC shall not be responsible for any claims arising due to any mishappening/accident of workmen deployed by the agency.

## **2. Rates : As per Price Bid received :**

2.1 Earnest Money Deposit (EMD) : Earnest money deposit will be Rs.50,000/- (Rupees fifty thousand only) in cash. No interest shall be paid for EMD deposited in cash.

EMD liable to be forfeited, for breach of any or part of the terms and conditions of the agreement. MMTC reserves the right to award work partly or in full, or can cancel the work order at its sole discretion without assigning any reason thereof.

## **3. Taxes**

- 3.1 Any Statutory Tax levied by the Central/State Government for undertaking the jobs stated in the tender/contract during the currency of the Agreement shall be the solely borne by Agency.
- 3.2 Income Tax or any other tax levied by State/Central Govt. during the pendency of the Agreement would be deducted from the bills of Agency as per rules and a statement to this effect would be issued on completion of transaction at the time of final settlement of bills.

## **4. Submission of Bills**

- 4.1 The Agency shall submit their bills in duplicate on shipment basis strictly as per rates specified in Clause 3 above. MMTC will process the bill and arrange to release amount as per Clause 6.1 above.
- 4.2 While releasing payment to the Agency, following deductions shall be made from the bills:-
- 4.2.1 TDS, if any, as per prevailing provisions of the Income Tax Act and any other tax levied by the State/Central Govt. during the currency of the agreement.
  - 4.2.2 Losses or Damages suffered by MMTC for delay in movement beyond schedule given.
  - 4.2.3 Value of loss towards handling loss(es)/shortages etc. suffered by MMTC.
  - 4.2.4 Amount due from the Agency, on any other account under this contract or any other contract.
  - 4.2.5 Loss or damage to property of vessel/ port or godown, on account of negligent working of labourers of Agency.
  - 4.2.6 Bills received after 90 days of the execution of the job shall not be entertained by MMTC unless satisfactory explanation is given by the Agency for the delay.

## **5. Payment Terms**

- 5.1 MMTC shall release payment within 21 days of receipt of Original Bills in duplicate, after successful completion of work.
- 5.2 EMD will be adjusted/ refunded on satisfactory completion of services after expiry of the contract..

## **6. Rights of MMTC**

- 6.1 In the event of Agency fails to perform any of the terms and conditions, MMTC has right to terminate the Contract and to make alternative arrangements and also recover from the Agency all consequential losses suffered by MMTC.
- 7.1 MMTC reserves the right to appoint any outside Agency to supervise any or all the operations at any point of time at its cost. However MMTC may terminate the contract by giving one month notice to the party without citing any reason thereof.
- 7.2 MMTC has right to inspect the Cargo under the custody of the Agency at any time and verify relevant records/documents.



## **7. Subletting of Contracts**

The Agency shall not sub-contract, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly without the previous written permission of MMTC. For any subcontract entered into by the Agency with the consent of the MMTC, the Agency shall continue to be entirely and solely responsible for the execution of the Contract by such sub-contractor.

## **8. Force Majeure**

8.1 During continuance of the Contract, the MMTC shall not be held liable or responsible for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions in whole or part thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Agency's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.

8.2 If by reason of any cause beyond the control of Agency there is any curtailment or suspension of services, then MMTC shall be excused from the obligations to that extent and MMTC shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.

8.3 If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.

8.4 The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

## **9. Indemnity**

The Bidder shall keep MMTC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this Tender.

## **10. Amendment**

Any alternatives/ amendments changes modifications, addition/deletion to this tender shall be valid only when both the parties to said tender mutually agree in writing and sign the amendment(s).

## **11. Notices**

Any notices by either party to the other shall be deemed to have been properly given if sent by Speed Post or mailed to the said party by registered post at the address set forth in the

preamble to the tender contained herein unless and until another address shall have been specified in writing by either of the parties to the tender.

## **12. Validity**

12.1 This contract shall be valid for a period of 2 years commencing from the date of its execution/signing by the parties.

12.2 MMTC reserves the right to extend this contract for further period of 01 year on existing terms & conditions on its sole discretion. In case of further extension of period beyond year, the contract may be extended with mutual consent of both the parties.

## **13. TERMINATION :**

MMTC may terminate the agreement at any time before expiry of said period or of extended period, if any, if the performance of Agency is not satisfactory, in which MMTC's opinion shall be final, conclusive and binding. Such termination shall be effective from the date specified in notice issued in writing to the Agency. If the Agency fails to do job, perform, render, execute, fulfill keep, carry out, handle any, each and every of their work, services, obligations, responsibilities and liabilities hereunder, MMTC shall in its sole discretion will be entitled to terminate the work awarded to the Agency hereunder at their risk, cost and consequences and without involving MMTC in any liability in that regard. In such an event, MMTC shall be entitled to make alternative arrangements for getting the work and services awarded to the Agency hereunder and the Agency will be liable to make good to MMTC the loss, damages and costs and expenses which MMTC may have to suffer or bear as a result of its having to make such arrangements.

14.1 In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation or clarification provided by MMTC shall prevail and shall be final and binding on the Agency.

14.2 In the case of terminating the Agreement, during the notice period, both parties shall make settlement of outstanding payments and return all relevant documents belonging to each party.

## **14. General Terms**

14.1 The Agency shall have their registered office at the port town/near the port town/container depot with e.mail, fax and telephone facilities.

14.2 Throughout this tender period, Agency shall undertake and perform all operations to the satisfaction of MMTC.

14.3 It is expressly understood and agreed by and between MMTC and Agency that MMTC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no ability, obligation or right hereunder. It is expressly understood and agreed that MMTC is an independent legal entity with power and authority to enter into Agreements solely on its own behalf under the applicable laws of India and general principles of Agreement law. Agency expressly agrees, acknowledge and understand that MMTC is not an agent,

representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this Agreement. Accordingly, Agency hereby expressly waive, release and forego any and all actions or claims, including cross claims, imp-leader claims or counter-claims against the Government of India arising out of this Agreement and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this agreement during the validity of the Agreement.

## **15. Disclosure**

The Agency hereby agrees that in case Agency commits a default in the payment or repayment of any amount due against them, MMTC will have an unqualified right to disclose or publish the details of the default including the name of Associate and its Director/Partners, as applicable. The associate hereby also authorizes MMTC to exchange, share or part with all the information relating to the party's details and repayment history information and all the information pertaining to and contained in the terms or as expressed in the Agreement to relevant Government authorities/departments.

## **16. FRAUD PREVENTION:**

**(1) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) :**The Bidder(s) / Contractor(s) / Buyer(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.gov.in](http://www.mmtclimited.gov.in) 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)/Buyer(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)/Buyer(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, subsidiary contracts, submission or non-submission of

bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s)/Buyer(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) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in 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 this Clause, above 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) Buyer(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 this Clause, 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.

## **17. HOLIDAY-LISTING:-**

Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealing or take any curative measures with the agency(s) in accordance with the policy in force.

## **18. Arbitration**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the Award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be Kolkata. The appropriate Courts in Kolkata shall have exclusive jurisdiction and Indian laws shall govern this Contract.

## **19. Confidentiality**

This Agreement, its provisions and existence, as well as any Commercial Data including Price or Technical data and any information provided in accordance herewith to the other party shall be

considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable Law or Authorized in writing by the other party.

All such information shall be used by the other party only for the purpose of performance of this Agreement.

The restrictions here-in-above shall not apply to any information generally available to the public or received in good faith from a third party without restriction. The parties hereto agree to keep as confidential all documentation furnished or received by either party at any time in connection with this Agreement.

This provision, as far as practicable, shall apply to all the concerned officials of either party. This clause shall survive upon termination of this Agreement.

(SIGNATURES OF )  
AUTHORISED SIGNATORY  
OF THE AGENCY

SIGNATURE OF  
AUTHORISED SIGNATORY  
OF MMTC, Kolkata

Witness:

1.

2.

**SPECIAL TERMS & CONDITIONS FOR BIDS TO BE SUBMITTED IN ELECTRONIC MODE**

Offers to be submitted online on MMTC's e-procurement portal <https://mmtc.abcprocure.com>

For participating in the tender, Bidder is required to obtain Class III Digital Signature (meant for e-tendering) from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India ([www.cca.gov.in](http://www.cca.gov.in)) for submission of their bids on MMTC's e-procurement portal.

**BIDDERS ARE REQUIRED TO REGISTER ON THE E-PROCUREMENT PORTAL URL:-**<https://mmtc.abcprocure.com>. The bidder should have a valid User Id to access e-Procurement portal of MMTC.

Note: After successful submission of Registration details. Please contact M/s E-Procurement Technologies Limited (EPTL) (as given below), to get the registration accepted/activated.

<b>Vendor's Queries</b>	<b>Contact Numbers</b>	<b>Mail ID</b>
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 68136 866	<a href="mailto:info@abcProcure.com">info@abcProcure.com</a>
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
<b>Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC)</b>	<b>+91 9265562826</b>	<b><a href="mailto:abhijeet@eptl.in">abhijeet@eptl.in</a></b>
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 61200 555	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>
	+91-(79)- 61200 564	
	+91-(79)- 61200 569	
	+91-(79)- 61200 507	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>

- BIDDERS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.
- The internet browser used should be Internet Explorer version 9.0 (32 bit browser only) and above.
- Operating System should be Windows Vista / Windows 7 and above.
- System Access with Administrator Rights

- Good Internet Connection.
- Microsoft Internet Explorer 9.0 (32 bit browser only) or above
- Valid Digital Signature Certificate(s) for users.
- Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:
  - Please enable ActiveX Controls & Plug-ins. (Tools Internet Options Security Custom Level) - Mandatory
  - Please add <https://mmtc.abcprocure.com> in to Trusted Website. (Tools Internet Option Security Trusted Sites Add this URL Close) - Mandatory
- Please disable or uninstall Third Party Toolbar / Add-ons from Browser.
- For more details, vendors are requested to download the document of “Minimum System Requirement” from the home page of <https://mmtc.abcprocure.com>
- Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
- FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST  
(MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))

Vendor's Queries	Contact Numbers	Mail ID
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 68136 866	<a href="mailto:info@abcProcure.com">info@abcProcure.com</a>
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
<b>Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC)</b>	<b>+91 9265562826</b>	<b><a href="mailto:abhijeet@eptl.in">abhijeet@eptl.in</a></b>
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 61200 555	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>
	+91-(79)- 61200 564	
	+91-(79)- 61200 569	
	+91-(79)- 61200 507	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.