

MMTC Limited
(A Government of India Enterprise)
MMTC House Plot No:C-22, Bandra Kurla Complex, Bandra (East), Mumbai - 400051.
Tel: 022- 26573868, 66784051; Fax: 022-26572541
web: www.mmtclimited.gov.in

Regd. Office: Core 1, SCOPE COMPLEX; 7, Institutional Area; Lodi Road; New Delhi
Pin - 100 003. INDIA

Tender for appointment of CHAs for Imported Pulses at Mumbai
Tender No: MMTC/MUM/AGRO/CHA/2015-16/03

Bids are invited for appointment of CHAs from such CHAs who are holding valid Customs House Licence for Clearing, Transporting & Handling at Mumbai Port/Nhava Sheva Port of imported bulk/bagged/containerised consignments of pulses.

2. The bidders may download the tender document from our website www.mmtclimited.gov.in or www.eprocure.gov.in/www.tenders.gov.in and can also obtain a copy of the same from Mr. Dhananjay Wasnik, Dy. General Manager, MMTC Mumbai office at the above mentioned address during office hours on any working day till **1400 HRS IST on 3rd August 2015**.

3. Filled-up signed bids and tenders should be submitted in prescribed TENDER FORMS in TWO BID SYSTEM:- (Proforma enclosed in **(A) Technical Bid** (Part I,II and III) and **(B) Price Bid** - I-A, I-B, I-C) separately in two separate sealed envelopes, one super-scribed as , "TECHNICAL BID" and the other as, "PRICE BID" respectively. Both envelopes should thereafter be kept in a single third envelope and sealed. This envelope should also be super-scribed with the TENDER FOR APPOINTMENT OF CHAs FOR IMPORTED PULSES AT MUMBAI, Tender No. & date, Name and address of the bidder and shall be addressed to THE DEPUTY GENERAL MANAGER (AGRO), MMTC LIMITED, MMTC HOUSE, IIIrd Floor, C-22, BANDRA KURLA COMPLEX, BLOCK-E, BANDRA (EAST), MUMBAI-400 051".

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 drawn on any Scheduled Bank (other than co-operative bank) payable in Mumbai in favour of "MMTC LIMITED". Any tender not accompanying EMD as per above requirement will be summarily rejected.

4. The bids complete in all respects should be submitted in sealed envelope latest by **1500 Hrs [IST] on 3rd August 2015** in the tender box kept at 1st floor in MMTC Mumbai office at above mentioned address. The technical bids shall be opened on the same day i.e. **3rd August 2015 at 1530 Hrs [IST]** in presence of the bidders representatives desirous to be present. The intimation for opening of Price bids shall be informed to qualifying bidders, they may remain present for the opening of price bids.

5. The successful tenderer shall be required to deposit with MMTC Limited within 5 days of the acceptance of the tender a Performance Guarantee of Rs.5,00,000/- (Rupees Five Lac only) in the form of FDR or irrevocable Bank Guarantee issued by any nationalised bank in favour of MMTC as per our prescribed format.

6. MMTC Limited may reject any or all tenders at its own discretion without assigning any reasons to the tenderer / tenderers.

For MMTC Limited

DEPUTY GENERAL MANAGER (AGRO)

'PART-A'
TECHNICAL BID (PART-I)

1. NAME & ADDRESS OF THE CHA AND ITS CONSTITUTION: _____
(i.e. whether a Company, Partnership Firm, Proprietary Concern, Individual, etc.)
(CERTIFIED COPY OF COMPANY DEED TO BE ENCLOSED)

1(A) NAMES OF THE PARTNER / DIRECTORS : _____
AND TELEPHONE NUMBER, FAX NUMBER : _____
(IDENTITY PROOFS OF DEALING PERSONS AND DETAILS OF IMMOVABLE PROPERTY OWNED BY
FIRM/ PROPRIETOR/PARTNERS/DIRECTORS TO BE ENCLOSED)

2. YEAR OF ESTABLISHMENT
: _____

3. CUSTOMS HOUSE LICENCE NUMBER:
: _____
(CERTIFIED PHOTOCOPY TO BE ENCLOSED)

4. NAME OF BANKERS:
(a) _____

(b) _____

(c) _____

5. WHETHER IN THE APPROVED LIST OF BANKS
IF 'YES', NAME OF BANKS
(a) _____

(b) _____

(c) _____

6. WHETHER OWNING LORRIES FOR UNDERTAKING
TRANSPORTATION JOB FROM PORT TO GODOWN? : _____

7. WHETHER THE CHA IS AGREEABLE TO ENTER INTO
AGREEMENT FOR A PERIOD OF TWO YEARS?
: _____

8. INCOME TAX PERMANENT ACCOUNT NUMBER
: _____

(CERTIFIED PHOTOCOPY AS PROOF TO BE ENCLOSED)

(TO BE SIGNED AND STAMPED BY BIDDER)

TECHNICAL BID - PART II: REQUISITES AND SCOPE OF WORK

THE CHA WILL HAVE TO GUARANTEE THE FOLLOWING SERVICES VERY SPECIFICALLY FOR HANDLING BULK/BAGGED/CONTAINERISED CONSIGNMENTS OF PULSES WHICH ARE DETAILED BELOW:-

1. CHA SHOULD HAVE A MINIMUM RELEVANT PAST EXPERIENCE OF 5 YEARS OF HANDLING BULK/BAGGED/CONTAINERISED CONSIGNMENTS OF PULSES.
2. CHA SHOULD NOT HAVE BEEN BLACK LISTED / DEBARRED BY ANY OF THE GOVT. COMPANY/ DEPARTMENT AND /OR PUBLIC SECTOR ENTERPRISE/ UNDERTAKING ETC. IF SUCCESSFUL BIDDERS FOUND TO BE BLACK LISTED/DEBARRED BY ANY OF THE GOVT COMPANY/ DEPARTMENT AND / OR PUBLIC SECTOR ENTERPRISE/GOVT COMPANY/ DEPARTMENT THE CONTRACT SHALL BE TERMINATED FORTHWITH, AND ALL EXPENSES INCURRED IN THE PROCESS OF SUPERVISING TILL APPOINTMENT OF NEW CHA SHALL BE RECOVERED, AND PARTY ALSO WILL BE LIABLE TO BLACKLISTED BY MMTC.
3. BIDDER SHOULD BE THOROUGHLY CONVERSANT WITH THE CUSTOMS RULES AND PROCEDURES AND SUPPORTED BY A STRONG CUSTOMS TEAM HAVING KNOWLEDGE OF CUSTOMS LAW TO HANDLE ANY QUERY CONCERNING THE MATTER AND PROCESS THE CUSTOMS RELATED DOCUMENTS ETC. WITHIN A SHORT TIME.
4. BIDDER SHOULD BE WELL INFORMED ABOUT THE WORKING OF THE MUMBAI/NHAVA SHEVA PORT INCLUDING THE VARIOUS LOCATIONS & GEOGRAPHY OF THE PORT AND LOCATION OF DIFFERENT DOCKS, SHEDS, WAREHOUSES, RAIL HEADS FOR LOADING AND UNLOADING ETC., BESIDES SHOULD BE FULLY CONVERSANT WITH RULES AND REGULATIONS OF THE PORT TRUST.
5. GEOGRAPHIC LOCATIONS OF VARIOUS CFS YARDS SHOULD BE KNOWN FOR CONTAINERISED CARGO AS AND WHEN IMPORTED.
6. BIDDER SHOULD BE FINANCIALLY SOUND AND FURNISH HIS BANK ACCOUNT STATEMENTS FOR LAST MINIMUM 3 MONTHS IN ADDITION TO A CERTIFICATE FROM THE BANK CERTIFYING THE SOUND FINANCIAL STATUS OF THE BIDDER.
7. CHA SHOULD BE ABLE TO PRODUCE SOLVENCY CERTIFICATE FOR MINIMUM AMOUNT OF RS. 10 LACS FROM HIS AUTHORISED BANK. AUDITED BALANCE-SHEETS AND PROFIT & LOSS STATEMENTS FOR THE LAST 3 YEARS TO BE SUBMITTED ALONGWITH BID.
8. MOBILISATION OF TRUCKS, DUMPERS, TIPPERS ETC. SHOULD BE ARRANGED WITHIN A SHORT NOTICE.
9. PROOF OF EXPERIENCE OF HAVING HANDLED PULSES TO THE TUNE OF ATLEAST 30000 MT DURING ANY YEAR IN THE LAST 3 YEARS SHOULD BE FURNISHED WITH FULL DETAILS LIKE NAME OF THE VESSEL, COMMODITY, and TONNAGE ETC. THE VALUE OF THE CONTRACT OF ANY REPUTED PARTY WILL ONLY BE CONSIDERED.
10. CHA TO ENSURE CLEARANCE OF GOODS WITHIN 5 WORKING DAYS FROM THE DATE OF HANDING OVER OF ORIGINAL BANK ENDORSED SHIPPING DOCUMENTS TO THE CHA AND ENSURE DESPATCH OF MATERIAL TO MMTC'S GODOWN AT DIFFERENT LOCATIONS OR TO THE BUYER AS PER INSTRUCTIONS GIVEN BY MMTC FROM TIME TO TIME. MMTC WILL ENSURE PREPARATION OF DD/PAY ORDER TOWARDS CUSTOMS DUTY/ SHIPPING LINE CHARGES PROMPTLY ON RECEIPT OF DETAILED COST BREAK UP FROM CHA. CHA TO ENSURE SUBMISSION OF COST BREAK UP WITHIN 1 WORKING DAY OF RECEIPT OF ORIGINAL SHIPPING DOCUMENTS AND TO ENSURE TIMELY COLLECTION OF SHIPPING DOCUMENTS AND DD/PAY ORDER AS AND WHEN CALLED BY MMTC.
11. CHA TO ENSURE THAT UNDER NO CIRCUMSTANCES THE CLEARANCE OF GOODS SHOULD GET DELAYED BEYOND 10 DAYS, WHICH IS THE NORMAL FREE TIME ALLOWED BY THE SHIPPING LINE, FAILING WHICH ANY DETENTION/DEMURRAGE CHARGES WILL BE SOLELY TO CHA ACCOUNT.
12. IN CASE CLEARANCE OF GOODS ARE DELAYED BEYOND 5 DAYS, PENALTY WILL BE IMPOSED ON THE CHA AS FOLLOWS:

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.	16-10 (BOTH INCLUSIVE)	Rs.15000 PER B/E
4.	MORE THAN 20 DAYS	Rs.20000 PER B/E

IN CASE THE CLEARANCE 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 INCURRED DUE TO DELAY IN ADDITION TO THE PENALTY AS MENTIONED AT CLAUSE 11 ABOVE WILL BE SOLELY TO CHA ACCOUNT.

13. AFTER DISCHARGE OF CARGO AND ITS WEIGHMENT AT A WEIGHTBRIDGE NOMINATED BY MMTC, THE CHA WILL ARRANGE FOR TRANSPORTATION OF CONTAINERS TO MMTC'S NOMINATED WAREHOUSES AT DIFFERENT LOCATIONS (EITHER INTO THE PORT WAREHOUSE OR OUTSIDE THE PORT), DO THE DE-STUFFING OF CONTAINERS (IF ANY), BAGGING, STITCHING, SWEEPING AND COLLECTION AND STOCKING OF THE CARGO ON AN IMMEDIATE BASIS
14. CHA WILL HAVE EXCELLENT WORKING RAPPOROT WITH CUSTOMS AND OTHER PORT RELATED ANCILLARY AGENCIES. ALL LOCAL CORRESPONDENCE AND COMMUNICATION REGARDING CLEARANCE ON MMTC'S BEHALF WILL BE DONE BY CHA.
15. 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.
16. CHA WILL MONITOR THE PROGRESS OF DISCHARGE ON DAILY BASIS AND GIVE STATUS REPORT ON DAY TO DAY BASIS TO MMTC APART FROM SUBMISSION OF REPORT REGARDING FINAL QUANTITY RECEIVED.
17. DISPATCH OF ALL KINDS OF CARGO FROM THE PORT AREA SHALL BE DONE ONLY AFTER GETTING CLEAR WRITTEN INSTRUCTIONS FROM MMTC AND UNDER THE SUPERVISION OF SURVEYOR & PROTECTING AGENT NOMINATED BY MMTC FOR THE SAME.
18. CHA WILL ALSO BE RESPONSIBLE FOR RECEIPT OF EMPTY P.P. BAGS FROM MMTC'S SUPPLIER IN PRESENCE OF SURVEYOR & PROTECTING AGENT NOMINATED BY MMTC AS WELL AS DELIVERY OF THE STORED CONSIGNMENTS FROM GODOWNS TO PARTIES AFTER RECEIVING CLEAR WRITTEN INSTRUCTIONS FOR THE SAME FROM MMTC

TECHNICAL BID - PART III: DRAFT AGREEMENT

This Agreement is made at Mumbai on _____ between **MMTC Limited**, a Company registered under The Companies Act, 1956 having its office at MMTC House, C-22, Bandra-Kurla Complex, Bandra (East) Mumbai 400 051 and its registered office 'Core 1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, hereinafter called "MMTC" which legal representatives and assigns on the FIRST PART.

AND

M/s. _____, having its registered office 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.

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. It is confirmed by CHA that they possess valid license bearing No. _____ in their name as Custom House handling agent for undertaking handling operation of agro products.
2. CHA shall ensure that the said license will be kept valid during currency of this agreement.
3. 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.
4. CHA has furnished the Performance Guarantee for Rs. 5,00,000/- (Rupees Five Lacs only) for due and satisfactory performance of the contract which shall be valid for initial period of two years with claim period of 6 months, and to be renewed if required by MMTC till the finalisation of contract. The Performance Guarantee shall be released to CHA on successful and satisfactory execution of the said contract. No claim shall be admissible against MMTC in respect of interest on Performance Guarantee regardless of the time of the release.

5. 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.
6. CHA on receiving information from Port Authorities or on intimation given by MMTC's officials of the arrival of the cargo shall promptly arrange and obtain clearance of documents from the port authorities. 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.
7. CHA shall liaise closely with the vessel agent for all necessary arrangements.
8. 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.
9. CHA shall arrange for PHO/PQ, FSSAI clearance, and all other statutory requirements, if any, and submit redeemed PHO/PQ bonds etc. back to MMTC.
10. 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 the payment of custom duty on behalf of MMTC and 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.
11. CHA shall be paid all inclusive charges for the work relating to clearing, handling, forwarding/transporting the cargo at the agreed rates as per Annexure IA, IB, IC .
12. The CHA shall arrange to pay Port charges, Terminal Handling Charges, Container Yard Charges and Container Handling Charges etc. after deducting applicable TDS as per Income Tax Act.
13. CHA shall receive the cargo on behalf of MMTC at unloading points; get Customs appraisal and all other such formalities and also arrange proper transportation and storage of the cargo in warehouse, which shall be intimated by MMTC.
14. CHA shall arrange for transit shed(s) in the port area, if required and shall be responsible for the safe custody of the cargo. Cost of loading/unloading of the cargo at port and warehouse along with the transportation shall be to CHA's account.
15. The destuffing of containers shall also be the responsibility of the CHA. After destuffing of the containers at the designated warehouse, CHA shall arrange to surrender the containers.

16. If the cargo is moved from Port to any outside warehouse, the transportation shall be arranged by CHA and it will be the responsibility of the CHA to ensure the safety of the cargo. Any charges for damage incurred to the containers during clearing & handling shall be to CHA's account.
17. CHA shall be responsible for monitoring the delivery, if any, at hook point/container yard and **no delivery shall be effected without the written instructions of MMTC.** All deliveries shall be made in the presence of Surveyors nominated by MMTC and representatives of MMTC and CHA shall co-ordinate with the Surveyors for effecting the deliveries wherever required.
18. All statutory formalities including endorsement on way bills etc., wherever necessary to be carried out by CHA and endorsed copy in original to be deposited with MMTC.
19. All the Exchange Control copies (in original) of Bills of Entry shall be deposited by CHA directly with MMTC.
20. All deliveries shall be made in the presence of the Surveyors nominated by MMTC and CHA shall co-ordinate with the Surveyors for effecting the deliveries.
21. CHA shall maintain complete account of cargo discharges and containers and shall submit daily/weekly report to MMTC.
22. CHA shall maintain record of goods received in bulk, empty bags received vessel-wise and submit to MMTC as and when demanded.
23. 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.
24. CHA shall be responsible for any shortage, deterioration in quality and contamination of the product during handling of cargo from port or storage. If found short, it will be compensated by CHA on demand without prejudice to any other legal remedy.
25. It will be the responsibility of CHA to make all arrangements like procuring adequate labour and other necessary equipments required for bagging and standardization of bulk cargo.
26. In case of demurrage and/or extra wharfage due to non achievement of contracted rate of discharge with supplier/CP, bagging and standardization and movement of goods from port, the same shall be to the account of CHA in case of bulk cargo (work as per price bid at Annexure I C).
27. CHA shall obtain all permissions, licences / permits required from any Government and local bodies for storage of product in the warehouse.
28. CHA shall arrange at their cost all work connected with weighment, supervision of unloading and re-loading work, wherever required.

29. CHA shall arrange to pay directly all rates, duties, taxes, levies, excise and octroi – state and central – and any other charges and duties etc., payable on the product on behalf of MMTC.
30. CHA shall not assign or in any manner make over the said agency or this contract to any other firm/person.
31. 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.
32. MMTC reserves the right to terminate the agreement by giving 30 days notice without assigning any reason thereof. This will not however absolve CHA of the responsibility to pursue and settle claims of MMTC during pendency of the contract. MMTC shall have the right to terminate the agreement without notice in case CHA fails to work fully for the assignment as may be entrusted by MMTC and discharge its duty in satisfactory manner. MMTC's decision shall be final on this.
33. On termination of agreement either on completion of the work or in terms of para 31 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.
34. MMTC has right to inspect the goods under custody of CHA at any time and all relevant records/documents.
35. 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 thereof shall be settled amicably through negotiation, failing which the disputes or differences shall be referred to arbitration by a sole arbitrator to be nominated by Chairman and Managing Director of MMTC. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration proceedings. The venue of arbitration shall be Mumbai.
36. CHA shall strictly abide by all the rules and regulations of the Government policy and local authorities.
37. 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.
38. 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.
39. 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.

40. In case clearance of goods are delayed beyond 5 working days, penalty will be imposed on the CHA as follows :

Sl.No.	Delay Period	Penalty
1	06-10 days (both inclusive)	Rs.5000/- per B/E
2	11-15 days (both inclusive)	Rs. 10,000/- per B/E
3	16-20 days (both inclusive)	Rs.15,0000/- per B/E
4	More than 20 days	Rs.20,000/- per B/E

In case, clearance of goods is delayed by more than 20 days, MMTC will make alternative arrangement for clearance of goods from any other CHA and all losses/costs incurred due to delay will be solely to CHA's account in addition to the penalty mentioned at clause 3 above.

41. CHA must have registration number with Employees Provident Fund Authority and also required to have registration under the Contract Labour (Regulation and Abolition Act, 1970), and shall be responsible for filing regular monthly returns with PF Authorities and ESIC besides a declaration to the effect that labourers are covered under Insurance/Workmen Compensation Act, etc.
42. MMTC shall pay remuneration of services described above and performed by CHA at the contracted rates. If any additional service is required to be performed, the remuneration for the same will be paid at the rate as negotiated and fixed by mutual agreement.
43. CHA shall always keep MMTC fully indemnified against all costs, damages, demurrages and other such things in operation due to negligence of CHA or due to their non-performance / underperformance of any services and/or obligations, or any breach of any terms and contract. Notwithstanding, anything contained in the contract, if for any reason MMTC is disabled or prevented from performing any of its obligation under the contract it shall inform to CHA, who shall have no right to claim any payment whatsoever from MMTC either by way of price, compensation, damages or otherwise, in respect of the contract. CHA shall also keep MMTC fully indemnified for the conduct of its employees/agent.
44. CHA shall maintain/arrange to store the cargo in terms of insurance policy to be taken by MMTC.
45. Any dispute or difference in any matter relating to or arising out of the Agreement, if the same is not resolved amicably, will be settled at Mumbai by the Arbitration in accordance with the Rules of Arbitration of Indian Council of arbitration, Delhi, and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be Mumbai.

46. The Invitation of Bids, terms and conditions of Tender, Bid of the CHA and Letter of Acceptance issued by MMTC along with any amendment issued prior to signing of this agreement shall constitute the Contract between the CHA and MMTC.
47. This Agreement shall be valid for a period of two years from the date of issue of work order. However, the agreement can be extended by mutual consent of the parties.
48. If any portion of this Agreement or its application is construed to be invalid, illegal or unenforceable, then the other portions of the Agreement or its application thereof shall not be affected thereby and shall be given full force and effect without regard to the invalid or unenforceable portions.
49. Any changes/amendments to this agreement shall be valid only when both the parties to said agreement mutually agree and sign the amendment.
50. 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.

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

For CHA.

For MMTC LIMITED.

**Authorized
Signatory**

**Authorized
Signatory**

Witnesses:

- 1.
- 2.

PART B : PRICE BID

- BIDDER TO CLEARLY MENTION RATES EXCLUSIVE OF SERVICE TAX
- BIDDERS ARE REQUIRED TO QUOTE DEFINITE RATES WHEREVER POSSIBLE.
- ALL USUAL PARAMETERS AT ACTUALS AGAINST RECEIPTS FOR THC, D.O. Chgs, Container Cleaning, CFS Container movement, Container Survey charges, Container Insurance, Stamp duty, Administration charges, IGM amendment chgs (if any), Loading & unloading labour charges at warehouses, Import permit, PHO chgs, P.Q. Fees, Lift-on Lift-off chgs, D.O. Examination chgs, Bagging chgs at designated warehouses, Stevedoring chgs, wharfage etc.
- VALIDITY OF PRICE BID TILL 31st AUGUST 2015.

ANNEXURE - I A

PRICE BID FOR CLEARING, FORWARDING AND TRANSPORTATION FOR CONTAINERISED BAGGED CARGO

S. No	Services	Basis	PRICE
1	Agency Charges	PMT	
2	Custom documentation and clearing	Per Bill of Entry	
3	Custom Examination	Per Container*	
4	Container Bond	Per Container*	
5	Transportation from CFS to: 1. Mumbai 2. Around JNPT 3. Dighoda 4. Jasai 5. Khopoli 6. Panvel 7. Khalapur 8. Uran 9. Vashi	Per 20 Feet Container* Per 40 Feet Container*	
6	Unloading and Loading charges, warai, thappi, bagging stitching & stacking charges at warehouse where private labour/non-mathadi labours are engaged.	PMT	
7	Supervision charges at warehouse while receiving & delivery of the cargo.	PMT	
8	Refilling/bagging, stitching and stacking of spillage	PMT	
9	Unloading and loading charges at MMTC nominated warehouse where mathadi labours are engaged.	PMT	

* **Rate for Per container charges may be quoted for 20' and 40' separately.**

ANNEXURE - I B**PRICE BID FOR CLEARING, FORWARDING AND TRANSPORTATION
FOR CONTAINERISED BULK CARGO**

S/ No	Services	Basis	PRICE
10	Filling the bags, stitching, Standardization and stacking charges at designated warehouse.	PMT	
11	Unloading and Loading charges, warai, thappi, bagging stitching & stacking charges at warehouse where private labour/non-mathadi labours are engaged.	PMT	
12	Bagging & stacking charges, loading charges at MMTC nominated godown where mathadi labours are engaged.	PMT	
13	Supervision charges at warehouse while receiving & delivery of the cargo.	PMT	

ANNEXURE - I C

**PRICE BID FOR CLEARING, FORWARDING AND TRANSPORTATION
BULK CARGO**

S/ No	Services	Basis	PRICE
14	Agency Charges including Customs Clearing Charges etc.	PMT	
15	Bagging and standardization stacking and loading it into the trucks.	PMT	
16	Fumigation charges	PMT	
17	Unloading charges at nominated warehouse	PMT	
18	Loading charges for loading the cargo into trucks from nominated warehouse	PMT	
19	Barge Charges including unloading, loading into dumpers and shifting to shed for bagging	PMT	
20	Grab Hire Charges, if required	PMT	
21	High Heaping of Cargo inside the covered shed, if required.	PMT	
22	Cargo Management Charges at Port Warehouse, if required.	PMT	
23	Gear Charges for manifested quantity, if required.	PMT	
24	Shifting of Cargos by dumpers from wharf to shed inclusive of cost of pay loaders to be utilized inside the hatches to collect the bottom cargo, if required.	PMT	
25	Transportation Charges (Bagged Cargo) to : 1. Mumbai 2. Around JNPT 3. Dighoda 4. Jasai 5. Khopoli 6. Panvel 7. Khalapur 8. Uran 9. Vashi	PMT	