

MMTC LIMITED
MMTC House, Plot C-22, 'E' Block, Bandra- Kurla Complex, Bandra (E)
Mumbai - 400051

TENDER FOR APPOINTMENT OF
SURVEYOR FOR EXPORT OF RED SANDERS

TENDER NO: MMTC/MUM/RS//2016-17/01

Dt. 19/05/2016.

1. BACKGROUND

MMTC Limited, A Govt. of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi invites bids from Surveyor's for undertaking job to monitor and supervise the stuffing of cargo in to containers and loading of stuffed containers on vessel nominated by buyer from **JNPT Nhava Sheva/Mumbai Ports** for export from India on behalf of Directorate of Revenue Intelligence (DRI), Govt. of India. The stocks of Red Sanders are in the possession of DRI and stored at various locations at Para 4 below.

Directorate of Revenue Intelligence (DRI), New Delhi has allotted the stock of Red Sanders to MMTC for Export. This tender is floated by MMTC for appointment of Surveyor (hereinafter referred to as "Agency"). The Agency will be required to monitor and supervise the stuffing of Red Sanders logs in to containers and loading of stuffed containers on vessel, issuing Certificate of Stuffing, etc. The agency will be further required to co-ordinate with Custom House Agent (CHA) appointed by MMTC, Customs, and any other agency / authorities as required for export of Red Sanders from **JNPT Nhava Sheva/Mumbai Ports by container.**

2. DATE SHEET

Pre Bid conference	1500 Hrs. (IST) on 27/05/2016
Tender closing time/ date (Bids to be submitted latest by)	1500 Hrs. (IST) on 10/06/2016
Tender Opening time/ Date (Techno-Commercial Bids)	1530 Hrs. (IST) on 13/06/2016
Tender Opening Time/Date (Price Bids of qualifying Bidders)	TO be decided after analysis of technical bids.

3. QUALIFICATION CRITERIA FOR BIDDERS:

The bidder should fulfill the below mentioned criteria:

3.1 Technical:

- 3.1.1 The bidder should have valid license/registration. A self attested copy of the said licence / registration is to be enclosed.
- 3.1.2 Should have handled goods worth Rs.50 Crores cumulative during last 3 Financial Years. Certificate issued by Chartered Account in support of this to be enclosed.
- 3.1.3 The bidders should have sound knowledge for monitoring and supervising the stuffing of Red Sanders logs in to containers and loading of stuffed containers on vessel, etc. A declaration to be submitted by the bidder.
- 3.1.4 The bidder should be fully conversant with customs formalities and possess required approvals / licences from port authorities for handling above mentioned job.

3.2 Financial:

- 3.2.1 The bidder should have positive net worth of at least Rs.5 Crores as on 31-03-2016. Certificate issued by Chartered Accountant to be enclosed.
- 3.2.2 Should have recorded minimum annual turnover of **Rs.5 Crores** during the previous year Or **Rs.12.5 Crores** cumulative during last 3 years. Certificate issued by Chartered Accountant to be enclosed.

4. LOCATION OF RED SANDERS:

The details of locations of Red Sanders stock is given hereunder:

Lot No	Location of Red Sanders(customs port/CFS/Warehouse address etc.)	Weight (in MT)
4	CWC Buffer Yard, Nhava Sheva	11.186
5	CWC Buffer Yard, Nhava Sheva	18.135
6	CWC Buffer Yard, Nhava Sheva	12.184
7	CWC Buffer Yard, Nhava Sheva	12.537
8	Central Excise Building, Sangli Division, Sangli Miraj Road, MIDC, Miraj	32.644
	Total	86.686

5. EARNEST MONEY DEPOSIT & PERFORMANCE BANK GUARANTEE:

5.1 EMD

The technical bid shall be accompanied by EMD in form of Demand draft/ pay order, for **Rs.50,000/-** in favor of “MMTC Limited, payable at Mumbai ,India. No interest will be payable on the EMD amount.

5.2 Performance Bank Guarantee

The successful bidder will be required to establish Performance Bank Guarantee (**PBG**) for **10%** value of the contract value within 7 working days from the date of issuance of Letter of Award (LOA). The PBG should be valid and enforceable up to 365 days from its date of issuance. The PBG should be as per the prescribed format (**ANNEXURE-I**) and shall be issued by a schedule bank other than Co-operative bank, Gramin Bank, Dhanlakshmi Bank and Nainital Bank.

In case the highest bidder fails to submit the PBG, MMTC reserves the right to forfeit the EMD.

6. GENERAL TERMS & CONDITIONS:

- 6.1 The Red Sanders will be in the form of logs. Bidders shall have to complete the job / operations within the time period prescribed in the LOA or as per written instructions given by MMTC from time to time. The Agency will co-ordinate with MMTC officials, Vessel’s Agent / Master, Customs, CHA appointed by MMTC & other Government officials and agencies as and when required for all allied operations. On completion of stuffing of Red Sanders, Agency is required to issue certificate of stuffing as per the requirement. The Agency will ensure that at the time of stuffing there are no losses take place as each and every log of Red Sanders has been already weighted. The Agency shall be responsible towards weight loss, if any.
- 6.2 The Bidders will have to quote necessarily for all lots but it would be MMTC’s discretion to allocate one / more or all the lots depending upon response of Bidders and performance of the Contract.
- 6.3 The bidder should not be black listed by any government agency. The bidder shall have to submit an undertaking as per ANNEXURE (III) alongwith technical bid.
- 6.4 EMD of the unsuccessful Bidder(s) will be refunded within (7) working days without interest after the finalization of the tender.
- 6.5 MMTC reserves the right to accept or reject any or all the bids any time at its own discretion without assigning any reasons thereof.

- 6.6 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.
- 6.7 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. The termination shall be effective immediately from the date of issue of such notice in writing.
- 6.8 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 or www.tenders.gov.in.
- 7.2 The Bidders are required to submit offers in TWO BID SYSTEM i.e. in two separate closed envelopes, one super scribed as "Techno- Commercial Bid" and the other as "Price Bid" as per formats given in **ANNEXURE II-A** and **II-B** respectively. Both the envelopes should be separately sealed and super scribed with Tender No., date, Name & Address of the Bidder. Both envelopes should thereafter be kept in a single third envelope and sealed. This envelope should also be super scribed with the Tender No., date, Name & address of the Bidder and shall be addressed to General Manager, MMTC Limited, MMTC House, Plot C- 22, E Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 Phone Nos.022 26572437, Fax No. 022- 26572541. Offers over phone, fax or email will not be entertained.

7.3 Techno- Commercial Bid

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 "II-A".
- 7.3.2 Copies of documents in support of bidders experience as handling agent for bulk as well as for containerized cargo.
- 7.3.3 Demand Draft/ Pay Order of **Rs.50, 000/-** towards EMD as per clause no.5, in favour of MMTC payable at Mumbai
- 7.3.4 Signed and stamped copy of tender Documents.
- 7.3.5 Copies of Registration Certificate with ROC, PAN No., Service Tax Regn. Certificate, etc., as applicable.
- 7.3.6 Undertaking as per **ANNEXURE "III"**.

- 7.3.7 Self attested Audited annual accounts for the last 3 years.
- 7.3.8 Copy of valid license.
- 7.3.9 Authorization letter from Company for person authorized to sign above documents.
- 7.3.10 Positive net worth or at least Rs 5 crores as on 31.03.2016. Certificate issued by CA to be enclosed.

7.4 Price Bid

The “Price bid” sealed envelope shall contain Price Bid (showing prices quoted strictly as per the ANNEXURE (IIB) of tender document) duly signed and stamped by the bidder. **The bidder will have to quote for all the lots separately.**

- 7.5 Conditional offers or Offers with deviations are liable to be rejected at the sole discretion of MMTC. The Price Bids of only those bidders who qualify in the Techno-Commercial Bid shall be opened.
- 7.6 The bids complete in all respects should be submitted in sealed envelope within the time schedule mentioned above in the tender box kept at the Reception in MMTC office at above mentioned address. No overwriting, erasing, interlineations etc. will be allowed. Offers should be submitted in MMTC’s **Mumbai Office** only. The techno commercial bids shall be opened on the same day at MMTC’s **Mumbai office** in the presence of the bidders’ representatives desirous to be present.
- 7.7 The Price bids of only those bidders shall be considered who qualify in the Techno Commercial bid.

8. PRE BID CONFERENCE:

A pre- Bid conference will be held. in MMTC’s Mumbai Office MMTC Limited, MMTC House, Plot C- 22, E Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400095 Phone Nos.022 26572437, Fax No. 022- 26572541. E.Mail: prc@mmtclimited.com wherein only the interested Bidders can seek clarifications on issues related to the tender/ work. Bidders may forward their queries, if any, to Shri Gopal R. Bagle Email id grb@mmtclimited.com before pre-bid conference for clarifications.

9. AWARD OF BID & SIGNING OF CONTRACT:

The bids shall be evaluated on lot-wise basis.

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 two unsigned contracts (in line with annexure –IV) for signature of the successful bidder. Bidder shall sign the contracts and return to MMTC, **Mumbai** within 3 (three) working days of issuance. MMTC’s representative shall sign and retain one original signed contract and forward another original signed contract to the successful bidder. In case of delay in signing the contract by the

bidder, MMTC may forfeit the EMD and award the contract to any other bidder.

10. VALIDITY OF BID:

The bidder agrees to and shall hold his bid valid for one year 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.

11. 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.

12. JURISDICTION:

The applicants hereto agree that the Courts and Tribunals at Mumbai 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.

13. INDEMNITY :

The Bidder/Agency 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.

14. 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.

15. 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, Mumbai and the Award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be Mumbai. The appropriate Courts in Mumbai shall have exclusive jurisdiction and Indian laws shall govern this Contract.

Annexure -I
Tender for Appointment of Surveyor for export of Red Sanders

PERFORMANCE BANK GUARANTEE FORMAT

(To be executed by any Scheduled Bank other than Cooperative/Gramin Bank, Dhanlakshmi Bank & Nainital Bank)

MMTC Limited,
MMTC House, Plot C – 22,
E Block, Bandra Kurla Complex,
Bandra (E)
Mumbai- 400051

Whereas M/s. MMTC Limited, is a Govt. of India Enterprise having its Regd. Office at : Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 having its Regional Office at MMTC Limited, MMTC House, Plot C – 22, E Block, Bandra Kurla Complex, Bandra (E) Mumbai- 400051 (hereinafter called ‘MMTC’) which term shall include the successors and assigns, has floated tender for appointment of Surveyor for export of Red Sanders from JNPT, Nhava Sheva/Mumbai Port .

AND WHEREAS M/s. _____(hereinafter called the Applicant) has been declared successful in the bid for handling of ____ MT of Red Sanders.

AND WHEREAS one of the conditions of the Tender is that the successful bidder shall furnish Performance Bank Guarantee of 10% of the value of the Contract.

AND WHEREAS, we _____Bank (hereinafter called the ‘Bank’) which term shall include its successors and assigns, have agreed to furnished Bank Guarantee on behalf of the Applicant in favour of MMTC, under this Bank Guarantee.

NOW THIS GUARANTEE MADE ON _____WITNESSETH AS UNDER:-

1. Against Contract No./LOA _____ Dated _____ entered into between the MMTC (hereinafter called the ‘MMTC’) and M/s _____ (hereinafter called the Agency) this is to confirm that at the request of the Agency, we hereby _____(Bank) unconditionally and irrevocably guarantee to pay to MMTC immediately on its first demand. Rs..... without demur, protest or contest, reference to Applicant and without any condition or proof as soon as a first demand in writing is received from MMTC Limited, for any failure /default in performing any term and condition of handling agency agreement No..... Any such demand made on the Bank by MMTC shall be final and conclusive and binding on us as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

2. We also undertake to pay to MMTC any money so demanded notwithstanding any dispute or disputes raised by applicant or any other party in any proceedings pending before any Court of Tribunal, our liability under this presents being absolute and unequivocal. The payment made by us under Guarantee this shall be valid discharge of our liability for payment therein and the applicant shall have no claim against us for making such payment.
3. We further agree that MMTC shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or extend and encashment of Guarantee any of the powers exercisable by MMTC against the said applicant and to forebear or enforce any part of the terms & conditions relating to the said tender notice and we, shall not be relieved from our liabilities under this guarantee by reasons of any such variations or extensions being granted to the said buyer/ Clearing Agent or for any forbearance Act or Omission on the part of MMTC, or any indulgence by MMTC to the Applicant or by any other matter or thing under the relating Contract would, but for this Provision have the effect of so relieving us from our liability under this performance guarantee.
4. This Guarantee is valid for a period of 365 days (one year) from the date of issue and claim against this Guarantee can demanded on us upto six months from the date of expiry of Guarantee period and we undertake to pay the amount to MMTC by demand draft across the counter.
5. We shall forthwith irrevocably bind ourselves and undertake to pay to MMTC the amount claimed by it upto the amount guarantees hereunder. In case the Bank fails to pay the amount to MMTC on the date of MMTC's demand in writing, then the Bank shall be liable to MMTC over and above the amount claimed by MMTC interest thereon @ 18% per annum from the date of claim upto the date of actual payment and the aforesaid Guarantee shall stand enhanced to the extent of the said interest payable by the Bank as aforesaid and for the period delayed by the Bank for the payment of Bank Guarantee to MMTC. The payment of interest by the Bank on delayed payment as aforesaid shall not prejudice in any other manner any other legal right of MMTC against the Applicant under this Guarantee.
6. We, undertake not to revoke this Guarantee during its currency except with the previous consent of MMTC in writing.
7. This Guarantee will not be discharged due to change in the constitution of the Bank or the applicant.
8. Notwithstanding anything contained herein, our liability under this Guarantee shall be limited to a sum of Rs.....(in words)..... And shall stand completely discharged and the right of MMTC under this Guarantee shall stand extinguished if no claim is made upon us in writing on or before.....

We have the power to issue this Guarantee in your favour under the charter of our Bank and the undersigned has full powers to execute this Guarantee under the Power or attorney Guaranteed to the undersigned by the Bank.

Signed and delivered this.....day of....., 2015 atMumbai.

Sign. Of Authorised Official of Bank

Witnesses:

ANNEXURE II (A)

TECHNO-COMMERCIAL BID

1. Name & communication address of Bidder
Website address & Email ID _____ Mob. No. _____
2. List of documents attached with Bid as per clause 7.3 of the tender:
3. Names of sole proprietor/partner/Director,
4. Name & Designation of the Authorized Signatory & contact person
Full Address, Telephone number, fax number, mail ID.
5. Letter of authorization from Government ports issued to agency/associate____
6. Whether the agency is agreeable to enter into agreement for a period of six months.:____-
_____.

10. Financial Details (All figures to be mentioned in Rs.)

Financial Year	Turnover (Rs.in Crore)	Net Worth as on close of FY (Rs in crore)
2015-16		
2014-15		
2013-14		

11. Details of experience with Orders executed (Bidders may provide the detail duly certified by Chartered Accountant)

Years	Name of Client	Products handled	Qnty. Handled (MTs)	Value of work executed (Rs.) Lakhs
2015-16				
2014-15				
2013-14				

12. Name, address, account number, IFSC/NEFT code of the banker_____
13. Income Tax permanent account no of the bidder (certified copy as proof to be enclosed)____
14. Service tax registration 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.

In case the Agency does not have own Customs House Licence Agency, then the Certified copy of arrangement with the Customs House Licence Agency may be enclosed.

Sign of Bidder with Stamp:

Place:

Date:

ANNEXURE II B

PRICE BID

A. Stuffing & Other work

S.No	Location of Red Sanders(customs port/CFS/Warehouse address etc.)	Lot No.	Approx. Qty. (in MT)	Rate PMT (Rs.)	Lot wise Rate (Rs.) (Col 3 X 4)
			3	4	5
1	CWC Buffer Yard, Nhava Sheva	4	11.186		
		5	18.135		
		6	12.184		
		7	12.537		
2	Central Excise Building, Sangli Division, Sangli Miraj Road, MIDC, Miraj	8	32.644		
	Total		86.686		

Rate shall be all inclusive (a consolidated one), which shall be inclusive of cost of all the mentioned services as per clause no. 1.1 of pt.1 as per scope of work in draft agreement (Annex. IV), service-tax and other taxes, if any, as per statute.

Sign.
With Stamp & Date

ANNEXURE –III.

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.

ANNEUXRE- IV

CONTRACT

CONTRACT FOR APPOINTMENT OF CARGO HANDLING AGENT

This agreement is made on ____ day of _____, 2016 between MMTC Limited, (address, telephone, fax, mail ID of RO Mumbai INDIA, hereinafter called “MMTC” (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the one part, AND M/s (**Name & address, telephone, fax, mail ID of Agency**) 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 for monitoring and supervising the stuffing of cargo in to containers, loading of stuffed containers on vessel, etc for export of Red Sanders 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 The cargo is stock of Red Sanders, a precious wood, in possession of DRI and lying at Container Freight Stations in Mumbai and various other locations in Maharashtra. The Agency shall act as a Surveyor to monitor and supervise the stuffing of cargo in to containers and loading of stuffed containers on vessel, etc on behalf of MMTC. The agency will be further required to co-ordinate with Custom House Agent (CHA) appointed by MMTC, Customs, and any other agency as required for export of Red Sanders from JNPT Nhava Sheva/Mumbai The Agency will ensure that only approved goods are stuffed into containers for shipment.
- 1.2 The Agency shall keep date wise record of weight of the cargo stuffed into the containers and movement and proof thereof shall be produced to MMTC, as and when demanded. MMTC shall have the right to nominate its officials/or their representative to supervise the operations.
- 1.3 It shall be the responsibility of the Agency to make all arrangements like providing adequate labour supervisors and other necessary equipments/tools, required for completing the job.

- 1.4 The Agency shall maintain a proper account of quantity lifted from each CFS and other locations and delivered to the Buyer's nominated shipping agent duly stuffed into containers.
- 1.5 Agency shall co-ordinate and supervise the fumigation of stuffed containers. If required, Agency shall co-ordinate for phytosanitary.
- 1.6 The Agency shall arrange to prepare and immediately submits reports / documents to MMTC as and when demanded.. Any amendment required in the documents, shall be carried out by the Agency. The Agency shall be held fully responsible for any loss to MMTC on account of discrepancy in documents and shall be rectified discrepancy immediately and inform MMTC accordingly.
- 1.7 The Agency shall prepare Certificate of Quantity and Certificate of Stuffing, etc strictly as per the terms of Letter of Credit and shall be responsible for timely dispatch of same to MMTC. In case of any delay in the dispatch of documents, Agency shall bear the interest loss due to delay in negotiation/realization of the proceeds.
- 1.8 Agency shall keep valid license / permission granted to him by Customs, Port Authority, or any other Authority as required, till the completion of the contract, if awarded.
- 1.9 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 carrying out the job.
- 1.10 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. It shall also be the sole responsibility of the agency.

2. Maintenance of Records

- 2.1 The Agency shall maintain proper upto date record of goods, stuffed container wise and shipped vessel wise and submit to MMTC as and when demanded.
- 2.2 The Agency shall obtain Insurance Policy in respect of Workmen deployed by it to cover the workmen's compensation to be paid in case of accidents/ mis-happening arising out of any activity in the course of employment.

- 2.3 Without prejudice to any other provisions in this Contract , the Agency shall be bound to keep “MMTC” or any representative or employee of MMTC and its properties and assets fully indemnified at all times notwithstanding the expiry of the contract against any action, claim or proceedings for any reason whatsoever or under any applicable provision of law, rules, regulations, bye-laws, notifications, direction or order enforceable by law for anything done or omitted to be done by the Agency in contravention of such provisions etc., for the infringement or violation thereof by him in the course of execution or completion of the work under this contract, and if as a result of any such action, claim or proceedings the Agency or such representative of MMTC as the case may be, is adjudged to be liable to penalties or to pay any compensation, the same shall be the liability of the Agency and , if MMTC is required for any reason to take over the liability, MMTC shall deduct all such amount arising out of such liabilities from the security deposit/Performance Guarantee lying with MMTC under this contract or any other contract/agreement without prejudice to any other right/remedies available with MMTC in law or otherwise.
- 2.4 The rates mentioned in Price Bid shall include all costs and expenses and all taxes including service tax, etc and Agency is responsible for effecting all payments to laborers and adhering to all statutory requirements thereof.

3. Performance Bank Guarantee

Within seven (7) working days of signing the contract, the Agency shall provide Performance Bank Guarantee in the prescribed format provided by MMTC from any Scheduled Bank excluding Co-operative Banks, Gramin banks, Dhanlakshmi Bank and Nainital Bank for **10%** of the Award value for proper performance of Agreement. The BG shall be valid for a period of one year initially from the date of issuance in India. MMTC shall be within its right to invoke the PBG at its sole discretion towards the sums payable under this Agreement for any breach by the Agency. The PBG to be encashable at the counter of any Scheduled Bank in India on first demand.

4. Rates

- 4.1 The Agency shall be paid an all inclusive rate of Rs.....(Rupees) per Metric Tonnes for all the work assigned to the Agency. This rate is a consolidated one and shall be inclusive of cost on all the mentioned services, toll tax, octroi, entry tax, service-tax and other taxes, if any, as per statute.
- 4.2 All pre-shipment/ shipment inspection Agency charges shall be payable by MMTC. The rates agreed with the Agency shall be in force during the pendency of the tender. There shall be no escalation in rates agreed to for whatsoever reason.

5. Taxes

- 5.1 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.
- 5.2 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.

6. Submission of Bills

- 6.1 The Agency shall submit their bills in duplicate on shipment basis strictly as per rates specified in Clause 4.1 above. MMTC will process the bill and arrange to release amount as per Clause 4.1 above.
- 6.2 While releasing payment to the Agency, following deductions shall be made from the bills:-
 - 6.2.1 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.
 - 6.2.2 Losses or Damages suffered by MMTC for delay in movement beyond schedule given.
 - 6.2.3 Value of loss towards handling loss(es)/shortages etc. suffered by MMTC.
 - 6.2.4 Amount due from the Agency, on any other account under this contract or any other contract.
 - 6.2.5 Loss or damage to property of vessel/ port or godown, on account of negligent working of labourers of Agency.
 - 6.2.6 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.

7. Payment Schedule

- 7.1 On satisfactorily completion of services, submission of reports / documents as asked by MMTC and 10 days after sailing of the vessel on completion of all documents payment will be release to Agency.
- 7.2 Agency will be required to submit proper bills along with all relevant documents needed for releasing the payment.

8. Claims

- 8.1 Agency will not be paid any extra remuneration for lodging, pursuing and settlement of claims with various agencies on behalf of MMTC. All claims will be lodged promptly and within the prescribed time limit with customs, carriers, vessel agents and shipping lines, insurers, port trust, Municipal Authorities etc. (with a copy to MMTC) and pursue the same till they are settled. This obligation of the Agency shall continue notwithstanding the expiry of this contract. The Agency is required to seek refund claim, applications/claims filed by them on behalf of MMTC with Customs, Port Trust, Carriers/Vessel Agent, Insurance, Municipal, CHA etc. and any refund arising out of this claim is payable to MMTC.
- 8.2 No claim for any miscellaneous or sundry expenses, incurred by the Agency shall be entertained by MMTC. However, if the Agency wants to lodge any claim arising out of this Tender it will be required to submit the same to MMTC Mumbai within a period of 90 days from the date of dispatch of the entire cargo earmarked for each shipment. MMTC shall not entertain any claim on any account from the Agency after expiry of above period of 90 days.

9. Rights of MMTC

- 9.1 MMTC reserves the right to appoint one or more Survey Agencies within the same territory.
- 9.2 In the event of Agency not observing any of the terms and conditions (MMTC's opinion shall be final & binding), MMTC has right to terminate the Award and to make alternative arrangements and also recover from the Agency all consequential losses suffered by MMTC.
- 9.3 MMTC reserves the right to appoint any outside Agency to supervise any or all the operations at any point of time at its cost.
- 9.4 MMTC has right to inspect the Cargo at any time and verify relevant records/documents.
- 9.5 Agency will have to quote necessarily for all lots but it would be MMTC's discretion to allocate one / more / all the lots depending upon response of Bidders and performance of the Contract.

10. 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.

11. Handling Loss

SINCE THE WEIGHT IS ALREADY DETERMINED AS SUCH THE AGENCY SHALL ENSURE THAT THERE ARE NO WEIGHT LOSS TO THE CARGO

12. 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 Mumbai. The appropriate Courts in Mumbai shall have exclusive jurisdiction and Indian laws shall govern this Contract.

13. Force Majeure

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.

13.2 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.

13.3 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.

13.4 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.

14. Indemnity

The Bidder/Agency 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.

15. 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).

16. 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.

17. Validity

17.1 This contract shall be valid for a period of one year commencing from the date of its execution/signing by the parties.

17.2 MMTC reserves the right to extend this contract for further period of 3 (three) months on existing terms & conditions on its sole discretion. In case of further extension of period beyond 3 months, the contract may be extended with mutual consent of both the parties.

17.3 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.

17.4 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.

17.5 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.

18. General Terms

18.1 The Agency shall have their registered office at the port town/near the port town/container depot with e.mail, fax and telephone facilities. MMTC shall not bear any expenses on account of STD/Trunk Call, Fax, e.mail or courier sent to MMTC Office(s).

18.2 The Agency shall have to undertake necessary liaison/follow-up with Government Agencies & various agencies, as may be required, for smooth operation of Agreement from time to time.

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

18.4 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.

19. EMD

The Agency has deposited EMD of Rs. 50,000/- with MMTC. In case, the Agency fails either to forward the signed contract within three working days from the date of issuance of contract by MMTC or fails to establish a Performance Bank guarantee as per Clause 3 above, MMTC will have the right to forfeit the EMD and to take action as deemed fit. EMD will be returned on satisfactory completion of services.

20. Disclosure

The associate hereby agrees that in case he 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.

21. 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 MUMBAI