



MMTC HOUSE, PLOT C-22, E BLOCK, BANDRA KURLA COMPLEX, BANDRA (E), MUMBAI-400 051
TELEPHONE: 022-26570131/61214615/61214558/61214551, WWW.MMTCLIMITED.COM

NOTICE INVITING TENDER

NIT No: MMTC/MUM/NFM/Transporter/2017-18/1

Date: 08/01/2018

Dear Sirs,

Sub: Invitation to Expression of Interest for appointment of Registered Road Transporter

1. Inviting Expression of interest for appointment/empanelment of Registered Road Transporter to such Transporter who are holding valid License for Transportation of consignments of Non-Ferrous Metals, Minor Metals and Industrial Raw Materials like Copper Cathodes/Wirebars/Wire Rods, Zinc Ingots/Slabs, Lead , Pig Ingots , Tin Ingots, aluminum Ingots/Wire Rods, Nickel (packed in drums) Antimony Ingots, Silicon, etc to and fro various MMTC Mumbai's recognized destination on pan India basis.

2. Submission of Bids

Part A: Technical Bid: (electronic form only). The documents to be uploaded in electronic mode. Technical bid - a) Tender document duly stamped, signed as a token of Acceptance of all terms and conditions of the tender b) Technical Bid as per Annexure A along with required documents. Procedure/guidelines for E Bidding is given at Annexure C.

Technical bid is to be uploaded on electronic mode by **1400 Hrs IST on 23.01.2018.**

Original EMD of Rs 1,00,000/-(DD/PO/RTGS) has to be submitted by post/by hand/electronic mode prior to opening of bids on **23.01.2018** latest by 1400 hrs IST. The EMD furnished through electronic mode should reflect into MMTC's bank account before 1400 hrs. of **23.01.2018.**

Part B: Price Bid Price Bids are also to be uploaded latest by 1400 hrs IST on **23.01.2018** through electronic mode only as per Annexure B.

Technical Bid and Price Bid is to be uploaded separately in the respective option field. Price bid will be opened only of those bidders who qualify in the technical bid.

For bidding process/uploading of both the bids, bidders may log on to:

website <https://mmtc.eproc.in>

TERMS & CONDITIONS FOR SUBMISSION OF BIDS IN ELECTRONIC MODE ARE ATTACHED HEREWITH.

PLEASE NOTE THAT TECHNICAL BID AND 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-A & B.

The technical bid of tender shall be **opened at 1415 Hrs. IST on 23.01.2018** at MMTC, Regional office Mumbai .

The time (i.e date and time) of opening of Price Bid shall be intimated separately.

Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so

3. Validity of the application will be for 30 days from the date of opening. Successful tenderer shall be required to deposit with MMTC Limited within 5 working days of the acceptance of the tender a non-interest bearing Security Deposit of Rs 4,00,000/- (Rupees Four Lakhs only) for due and proper fulfillment of the contract. The Security Deposit can be in the form of a Bank Guarantee for Rs.4,00,000/- (Rs. Four Lakhs only) which shall be valid for a period of three years and claim for further period of six month from the date of expiry of validity. Bank Guarantee should be strictly in accordance with the specimen annexed to tender documents. No adjustments of any nature in these deposits will be acceptable.

4. **ARBITRATION** : All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect to the agreement or breach thereof shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 and the Rules of Arbitration of Indian Council of Arbitration, award made in pursuance thereof shall be binding on both parties. The venue of the Arbitration shall be at Mumbai.

5. **FORCE MAJEURE**: If at any time during the currency of the contract, the performance in whole or in part by either party on any obligation under this contract shall be prevented or delayed by reason of War, Hostility, Act of Public Enemy, Civil Commotion, Sabotage, Fire, Flood, Explosion, Epidemic Quarantine restrictions, Acts of state or Act of God, hereinafter referred as eventualities, then the buyer may extend the contract for the period of Force Majeure, provided notice of the happenings of any such eventualities is given, supported by a certificate of appropriate authority or chamber of commerce by either party to the other within 15 days from the date of occurrence thereof.

6. TERMINATION FOR DEFAULT:

a. MMTC may, without prejudice to any other remedy for breach of purchase order/work order, by written notice of default, sent to the bidder, terminate the Agreement/work order in whole or in part.

b. If the bidder fails to deliver any or all of the services within the time period(s) specified in the Agreement/work order, or any extension thereof granted by MMTC.

c. If the bidder fails to perform any other obligation(s) under the Agreement/work order; and if the bidder, in either of the above circumstances, does not remedy his failure within a period of 7

days (or such longer period as MMTC may authorize in writing) after receipt of the default notice from MMTC.

7. **DISCLAIMER:** The information contained in the tender document provided to bidders on behalf of MMTC is being provided to all interested bidders on the terms and conditions set out in this tender document. This tender document is not an agreement and is not an offer or invitation to any other party. The purpose of this tender document is to provide bidders with information to assist the formulation of their proposal submission. This tender document does not purport to contain all the information bidders may require. This tender document may not be appropriate for all persons, and it is not possible for MMTC to consider the investment objectives, financial situation and particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this tender document and obtain independent advice from appropriate sources. MMTC and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document. MMTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document.

8. This tender notice shall form part of the contract.

9. MMTC reserves the right to accept and/or reject any part or full of the tender without assigning any reason thereof. Any tender which does not fulfill any of the prescribed condition would be liable to be rejected.

10. Only Successful bidders will be informed of the result of their bids and EMD of unsuccessful bids shall be refunded within a period of 7 working days of finalization of tender.

For MMTC LIMITED

(Authorised Signatory)
Name & Designation

Encl:

- 1) Annexure 1
- 2) Annexure 2
- 3) Proforma of Bank Guarantee
- 4) Copy of Agreement.

ANNEXURE 1

| Sr. No | Particulars | Details of Tenderers |
|--------|--|-------------------------------|
| 1 | <p>(a)Name & address of the Transporter</p> <p>(b)Transporter constitution(i.e whether a Company,Partnership Firm, Proprietary concern, Individual etc)</p> <p>(c)Name of the Partner/Directors , address, telephone & fax number , email id (KYC details)</p> <p>(d)Name of the contact person,address, telephone and fax no, email id, mobile no</p> | |
| 2 | Date of Establishment | |
| 3 | License No. and its validity regarding for doing the business of transportation (certified copy of proof to be enclosed) issued by authorized agency | |
| 4 | Name of Bankers and their certificates on financial conditions of the applicant, directly marked to MMTC. | a _____ b _____ c _____ |
| 5 | Whether Transporter is in the approved list of banks/panel of banks and Indian Bank Association ? If “YES”, Name of Banks Bank detail (Details for E payment , duly endorsed by bank) | a _____ b _____ c _____ |
| 6 | Whether the Transporter is agreeable to enter into agreement for a period of three years | |
| 7 | Income Tax Permanent Account Number(certified photocopy as proof to be enclosed) of proprietor/partners/Company | |

| | | |
|----|--|--|
| 8 | Past three year Income Tax return of the of proprietor/partners/Company | |
| 9 | GST Regn. No. | |
| 10 | Performance Certificate for past 5 years from recognised Govt/Semi Govt/PSU etc, Past experience and proficiency/Name of employers | |
| 11 | Details of EMD (DD/PO/E-payment), Date , Amount , Bank Name | |

We hereby confirm that we have carefully gone through the terms and conditions of the tender document and agree to abide by the same (Sign,Name,Designation,place,date)

FOR & ON BEHALF OF THE TENDERER

(AUTHORISED SIGNATORY)

SEAL OF THE TENDERER

NAME & DESIGNATION

All the above said documents are enclosed herewith this application for reference. All documents enclosed with Techno Commercial bid should be self attested.

PROFORMA OF BANK GUARANTEE

THIS DEED OF GUARANTEE MADE THIS ON_ _____DAY OF ____MONTH YEAR 2017 at Mumbai between NAME AND ADDRESS OF ISSUING BANK (hereinafter referred to as the “Bank” of the One Part) and MMTC Limited, a Company registered under the Indian Companies act and having its Registered office a Core 1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110 003 and Regional Office at MMTC Limited,MMTC HOUSE,C-22, E-BLOCK, BANDRA KURLA COMPLEX, MUMBAI -400 051 (hereinafter referred to as the “Corporation” of the Other Part).

1. Whereas the Corporation had entered into as Agreement with NAME AND ADDRESS OF THE REGISTERED TRANSPORTER(hereinafter referred to as the “Transporter”) for transporting by Road the Corporation’s consignment of metals from MMTC’s recognized destinations on pan India basis. We, NAME AND ADDRESS OF ISSUING BANK are holding in trust and favor of the Corporation an amount of Rs 4,00,000/- (Rupees Four lakhs only).

2. THIS DEED witnesseth that in pursuance of the above, the aforesaid Bank hereby irrevocable and unconditionally guarantee to pay any sum upto Rs 4,00,000/- (Rupees Four lakhs only) to the aforesaid Corporation its first written demand without demur, immediately/forthwith over the counter by e-payment/DD alongwith interest, if any, for delay beyond 1 day, and without reference to the Transporter if the transporter fails to perform all or any of their obligations under the said Contract. The decision of the Corporation duly communicated in writing to the Bank that the Transporter has failed to perform his obligations under the Contract shall not be questioned and shall be final and conclusive (irrespective of the stand that may be taken by or on behalf of the transporter).

3. It is fully understood that this Guarantee is effective for a period of three years i.e. till VALIDITY DATE from the date of the said contract and shall continue to be enforceable till six months after the said date and that we NAME OF ISSUING BANK undertake not to revoke this Guarantee during its currency without the consent in writing of the Corporation.

4. We, NAME OF THE ISSUING BANK further agree that the Corporation shall have the fullest liberty without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Corporation from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said Transporter and/or forbear to enforce any of the terms and conditions relating to the Contract and we NAME OF THE ISSUING BANK shall not be released from our liability under this guarantee by reason or any such variation or extension being granted to the said transporter or for any forbearance and/or commission on the part of the Corporation or any indulgence by the Corporation to the said transporter or by any matter of the

whatsoever which under the law in relation to sureties would but for this provision have the effect of the so releasing from our liability under this performance guarantee.

5. We, NAME OF ISSUING BANK further agree that the guarantee herein contained shall not be effected by change in the constitution of the said Transporter/Bank/Corporation.

6. Notwithstanding anything herein contained our liability under the guarantee shall :

a) not exceed Rs. 4,00,000/- (Rupees Four lakhs only) plus interest at 18% monthly rest for delayed period.

b) the Bank Guarantee shall be valid upto and claim upto 6 months from expiry of validity, i.e._____.

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

In WITNESS THEREOF the Bank has executed this document on this Day of2017.

PRICE BID

ANNEXURE-2

To,
MMTC Limited
C-22, MMTC House,
Bandra Kurla Complex,
Bandra(East)
Mumbai 400 051.

NIT No: MMTC/Mum/NFM/Transporter/2017-18/1

Date: 08.12.2018

A) RATE FOR TRANSPORTATION FROM (ONE WAY) :

| S. No. | NAME OF STATION | RATE QUOTED PMT BY ROAD IN RS. |
|--------|--|--|
| 1 | TRANSPORTATION RATE PER MT FROM JNPT, NHAVA SHEVA (DIFFERENT DESTINATIONS MAY BE GIVEN) SLAB OF 5-10MT, 10-15MT, 15-20MT, 20-40MT MAY BE GIVEN AT THE TIME OF REQUESTING FOR PRICE BID.. HOWEVER MMTC RESERVE THE RIGHTS TO CALL FOR BIDS FOR THE TRANSPORTATION JOB FROM ITS CHA OR ITS EMPANALLEDTRANSPORTER AT ITS SOLE DISCRETION. | I) KHADKEE - II) AMBERNATH - III) BHIWANDI - |
| 2 | TRANSPORTATION RATE PER MT FROM JNPT NHAVA SHEVA PORT (DIFFERENT DESTINATION MAY BE GIVEN) FOR BULK QUANITITY ABOVE 100MTS. HOWEVER MMTC RESERVE THE RIGHTS TO CALL FOR BIDS FOR THE TRANSPORTATION JOB FROM ITS CHA OR ITS EMPANALLEDTRANSPORTER AT ITS SOLE DISCRETION. | I) KHADKEE - II) AMBERNATH - III) BHIWANDI - |
| 3 | LOADING/UNLOADING RATE PMT MAY BE QUOTED SEPARATELY. HOWEVER MMTC RESERVES ITS RIGHT WHILE LOADING/UNLOADING JOB. | |

FOR & ON BEHALF OF THE TENDERER

(AUTHORISED SIGNATORY)

SEAL OF THE TENDERER

NAME & DESIGNATION

AGREEMENT FOR APPOINTMENT OF TRANSPORT CONTRACTOR FOR TRANSPORTATION OF NON FERROUS METALS FROM MUMBAI TO OTHER OUTSTATION GODOWNS/REGIONS OF MMTC.

This Agreement made on this day Month _____, 2018 between MMTC Limited, a company registered under the Indian Companies Act, having its registered office at 7, Institutional Area, Lodi Road, Scope Complex, Core-1, New Delhi-110 003 a Regional Office inter alia at MMTC Limited,MMTC HOUSE,C-22, E-BLOCK, BANDRA KURLA COMPLEX, MUMBAI -400 051, hereinafter referred to as the “MMTC” of the one part and M/s. hereinafter referred to as the “Transport Contractor” of the other part. WHEREBY IT IS AGREED AS FOLLOWS:

1. MMTC hereby agrees to appoint the Transport Contractor for Transportation of NonFerrous Metals such as Copper Cathodes, Copper Wire Bars, Antimony, Zinc, Tin Aluminium Ingots, Aluminium Rods, Copper Wire Rod in Coil, Nickel in drums/crates, Mercury in Flask or any steel products to and from MMTC’s recognized destinations and the Transport Contractor has agreed to as such on the terms & conditions set out below:
2. Loading of the consignment at the MMTC’s recognized destinations and unloading at the destinational godowns will be arranged by the MMTC. MMTC will assign the job to the transporter at MMTC’s Sole discretion.
3. The Transport Contractor would arrange for trucks for lifting materials on the dates specified in the programme given by the Incharge of MMTC’s godowns failing which the MMTC at its option may recover from the Transport Contractor a penalty of Rs.1500/- per day per 5 MTs or part thereof. Such failure shall also include the refusal by Transport Contractor’s servant/agents to lift the material as per programme. The Transport Contractor would Transport the quantity as per the work order from MMTC Mumbai as indicated in the work order within 72 hours of receipt of work order in consultation with dispatching godowns incharge.
4. The placement of trucks should be as per the delivery instructions given by MMTC’s Officer incharge of the Godowns/Division.
5. Transport Contractor should ensure proper weighment of the material on calibrated weighbridge and arrive at proper tare weight , Gross weight and nett weight of the material with proof of weighbridge slip.
6. After taking delivery, the Transport Contractor should immediately inform MMTC (both dispatching branch office and destinational branch) about the details of quantity lifted, truck number and date, etc. The materials should be taken directly to the destinational godown without any delay enroute and the consignment should not be unloaded/transshipped enroute or taken to any other godowns or destinations whatsoever. Maximum care should be taken to transport the goods safely. The transport contractor

shall not carry cargo of third parties by the truck which are utilized for the purpose of transporting MMTC's goods.

7. The Transport Contractor will be given materials strictly according to carrying capacity of the trucks, disclosed as per Blue Book (+/- 10%) and generally full truck loads will be allotted. In case however, where similar quantity is to be sent, the Transport Contractor will have to arrange to carry the same. Any excess quantity accepted by the Transport Contractor over and above the carrying capacity of the truck will be at the sole risk and responsibility of the Transport Contractor.

8. Retention or detention charges of truck at either of the loading or unloading point will be paid by the MMTC to the Transport Contractor @ Rs.1000/- per day/truck to start from the next working day after the arrival of the truck at location prescribed by MMTC.

9. The Transport Contractor will prepare lorry way bills in quadruplicate and 3 copies will be surrendered to the Incharge of the godown where from the materials are lifted. The original and another copy alongwith copy of MMTC's challan will be carried by the driver to get the quittance from the incharge of receiving godowns. The copy with the acknowledgement for quantity in weight/number of pieces/drums/pellets etc should be attached with the bills for payment at the destination godowns.

10. Transit time between the originating station and the destination will be on the basis of 300 kms of distance per day exclusive of one day of loading and the day of unloading, penalty would be imposed as per stipulations contained in Clause No.15 of this agreement.

11. The Transport Contractor will be fully responsible for any loss/damage/theft/pilferage to the consignment during transit as also loss/damage, if any, caused to the workmen, building/property, etc. both at loading/unloading points, MMTC reserve its right to make good all thefts/pilferage of the consignment and/or workmen, building/property notwithstanding any provision to this effect from the MTRS from the transport contractor and/or its partners. In case of non-delivery of whole or part of the quantity for any reason whatsoever, the Transport Contractor shall be liable to pay the Corporation 110% of the sale challan value of the materials not delivered to MMTC as on as on the schedule day of unloading. However, in case of major theft/pilferage and natural calamity the loss/damages/shortages may be preferred for claim with Insurance Co. directly by MMTC. In case of theft/loss of the consignment enroute the Transport Contractor should lodge a complaint with the concerned police authority and furnish a copy of the FIR to MMTC for lodging claim with Insurance Co. and also complete all the formalities/documnetation on their part for getting the claim from Insurance company.

10.A) The Transport Contractor shall furnish a Bank Guarantee for Rs. 4,00,000/- in favor of the MMTC towards the security for any loss/damage/theft/pilferage of the consignment during transportation/transshipment as also loss/damages, if any, caused to workmen/building/the property etc. both at loading and unloading points. The above Bank Guarantee shall remain valid and in force tillupto the expiry of this agreement as mentioned in Clause 19.

B) MMTC shall have the right to realize the whole or part of the amount recovered by the Bank Guarantee furnished by the transport contractor towards any loss or damage sustained by the MMTC due to the negligence, default or failure on the part of the transport contractor in discharging the terms of the work enumerated herein above. If loss or damage is more than the Bank Guarantee value then Transport Contractor shall be liable to pay to MMTC 110% of the sale/challan value of the materials not delivered. It is expressly agreed that the decision of MMTC as to whether there has been any negligence, default and/or failure on the part of transport contractor, shall be final and binding on the transport contractor, and the MMTC's right to recover the Bank Guarantee amount or 110% of sale/challan value which ever is higher from the bank under the said Bank Guarantee shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the transport contractor with regard its liability or that any proceeding or proceedings are pending before any court or tribunal with regard thereto or in any way connected therewith.

11. MMTC reserves the right to appoint more than one transport contractors for each destination and discretion to allot materials to other transport contractor will be vested with the MMTC.

12. MMTC reserves the right to cancel the agreement or any breach of the covenants without prejudice to the right to recover adequate compensation for the loss sustained by it from the transport contractor.

13. MMTC reserves the right to cancel this agreement without assigning any reason whatsoever.

14. Normally, no transshipment will be allowed, however, in case of a major breakdown or accident, the transport contractor should inform MMTC immediately with full reasons for effecting the transshipment. Transport contractor should inform both the originating and destination stations of MMTC in this regard and MMTC should be fully satisfied about the reasons thereof, however, penalty for delay will be leviable as per covenant No. 15.

15. For delay in delivery provided the material has been transported by road, the penalty @ 2% of the freight charges will be applicable for each day of each day delay beyond 7 days, Transit time between the originating station and the destination will be calculated on the basis of 300 km (Three Hundred Kilometer) of distance per day excluding the day of loading and unloading.

16. Payment of freight charges will be made within 10 days after the submission of the required documents complete in all respects and proof that the materials specified in the work order has been delivered to the MMTC's godown

17. Validity : The above said contract is valid till with an option to extend for a period of 3 months/1 year or as per MMTC's requirement thereafter if accepted by transporter.

18. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect to this contract or breach thereof shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 and the Rules of Arbitration of Indian Council of Arbitration, ward made in pursuance thereof shall be binding on both parties. The venue of the Arbitration shall be at Mumbai.

19. The Octroi Duty/Entry tax, if any, will be initially paid by the transporter and will be reimbursed to them by the Corporation at actual on production of receipt.

20. In witness thereof.

The Parties hereto have signed this agreement of the date first above written.

The Transport Contractor

MMTC LIMITED

Witness :

Witness :

1.

1.

2.

2.
