

Regional Office: 9-1-76 TO 77/1/B, Third Floor, Sarojini Devi Road, Secunderabad – 500 003 Tel: 040-27725428/414/406 Fax: 040-27804038

# Corporate Office: Scope Complex, Core-1, 7 Institutional Area, Lodhi Road, NEW DELHI – 110 003

**CIN: L51909DL1963GO1001033 ; GSTN: 36AAACM1433E1Z0**

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NOTICE INVITING TENDER FOR APPOINTMENT OF CLEARING & HANDLING AGENT /CHA

Tender No: MMTC/HYD/NFM/CHA/01/2019-20 dt. 01.04.2019

Bids are invited for appointment of CHAs from such CHAs who are holding valid Customs House Licence for Clearing, Transporting & Handling at ICD Hyderabad of imported Non Ferrous Metal containerised consignments with any experience of not less than 5 years .

2. The bidders may download the tender document from our website [www.mmtclimited.com](http://www.mmtclimited.com) or [www.eprocure.gov.in/](http://www.eprocure.gov.in/) [www.tenders.gov.in](http://www.tenders.gov.in) and can also obtain a copy of the same from Mr. N. Krishnamoorthi, AGM (NFM), MMTC Ltd., Secunderabad office at the above mentioned address during office hours on any working day till 1400 HRS IST on 16.04.2019.

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 , Part –II & Part-III and (B) Price Bid 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 HANDLING & CLEARING OF Non Ferrous Metals (NFM) and others, Tender No. & date, Name and address of the bidder and shall be addressed to THE AGM (NFM), MMTC LIMITED, #9-1-76 TO 77/1/B, 3RD FLOOR, S. D. ROAD, SECUNDERABAD- 500 003".

The tender should be accompanied by an Earnest Money Deposit (EMD) of Rs. 50,000/-(Rupees Fifty Thousand only) in the form of cash deposit/a crossed Demand Draft/Pay Order drawn on any Scheduled Bank (other than co-operative bank) payable in Hyderabad in favour of "MMTC LIMITED". Any bid not accompanying EMD as per above requirement will be summarily rejected. MMTC’s bank accounts are as under:

1. A/c no. 52188 920823, State Bank o India, Shanti Nagar Branch, Hyderabad
2. A/C no. 2103 10000 190, HDFC Bank, Lakdikapul Branch, Hyderabad

4. The bids complete in all respects should be submitted in sealed envelope latest by 1500 Hrs [IST] on 16.04.2019 tender box kept at MMTC LIMITED, #9-1-76 TO 77/1/B, 3RD FLOOR, S. D. ROAD, SECUNDERABAD- 500 003. The technical bids shall be opened on the same day i.e. 16.04.2019 at 1530 Hrs [IST] in presence of the bidders/ bidder’s 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 renderer shall be required to deposit a Performance Guarantee of Rs.2,00,000/- (Rupees Two Lac only) with MMTC Limited in the form of FDR or irrevocable Bank Guarantee issued by any nationalised bank in favour of MMTC as per our prescribed format within 5 days of the acceptance of the order.

6. 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 it 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 bid 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 documents.

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.

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

For MMTC Limited

Additional General Manager (NFM)

TECHNICAL BID

**PART – I**

1. SCOPE OF WORK
   1. To obtained clearance of consignment from CFS Authorities on receiving information of arrival of the Consignments from the shipping agent/MMTC.
   2. To inform MMTC charges payable to for clearing the consignment or any other related charges/expenses payable to CFs and to the shipping agent, etc. duly supported by documents wherever applicable.
   3. To arrange for filing of Bill of Entry and all other requirements before clearance of the consignments/Consignments.
   4. To do all work at CFS for timely clearance of consignments, liaising with CFS & Customs Authorities/officials, shipping lines, etc.
   5. To arrange all work connected to weighment, loading/stacking, delivery etc wherever required.
   6. To arrange for the transportation of consignments from CFS to designated warehouse or any other specific location as required.

1. PERFORMANCE GUARANTEE/SECURITY DEPOSIT REQUIREMENT
   1. Successful bidder will be required to submit Performance Guarantee (PG)/Security Deposit (SD) of Rs. 2,00,000/- ( Rupees Two lacs Only) in cash or BG in acceptable format. No interest shall be paid on Performance Guarantee/Security Deposit.
   2. PG/SD is liable to be forfeited, for breach of any or part of the terms and conditions of the agreement. MMTC reserves the right to award the work partly or fully , or can cancel the work order at its discretion without assigning any reason thereof.
2. LIQUIDATED DAMAGES
   1. In the case of delay on the part of the bidder for clearance of the Consignments beyond 5 days from the date of receipt of consignment, penalty will be imposed as follows:

|  |  |  |
| --- | --- | --- |
| **S/No.** | **Delay Period** | **Penalty in INR** |
| 1. | 6- 10 days | 7,000/- per Container |
| 2. | 11 – 15 days | 15,000/- per Container |
| 3. | 16 – 20 days | 25,000/- per Container |
| 4. | 21-25 days | 35,000/- per Container |
| 5. | 26-30 days | 50,000/- per Container |

* 1. In the case of delay beyond 30 days, MMTC shall be free to assign the work to any other CHA/Agency at the risk and cost of the successful bidder and all expenses shall be recovered from the bidder, besides forfeiture of EMD and cancellation of agreement.

1. ARBITRATION

All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope and operation of effect to the agreement or breach thereof shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or amendments thereof, and the Rules of Arbitration of Indian council of Arbitration, award made in pursuance thereof shall be binding on both the parties. The venue of Arbitration shall be at Hyderabad.

1. FORCE MAJEURE

If at any time during the currency of the agreement/contract , the performance in whole or in part by either party on any obligation under this agreement shall be prevented or delayed by reason of war, hostility, Act of Public enemy, civil Commotion, sabotage, fire, floor, explosion, Epidemic Quarantine restrictions, Act of State or Act of God, hereinafter referred as eventualities, then either party may extend the agreement 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.

1. TERMINATION
   1. MMTC may, without prejudice to any other remedy for breach of agreement/work order, by written notice of default, sent to the bidder, terminates the agreement/work order in whole or in part.
   2. If the bidder fails to perform/deliver any or all the services within the time period(s) specified in the agreement/work order, or any extension thereof granted by MMTC
   3. 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 7days (or such longer period as may be authorised by MMTC in writing) after receipt of the default notice from MMTC.

TECHNICAL BID

**PART – II**

1. NIT No. : MMTC/HYD/NFM/CHA/01/2019-20 dated 01.04.2019
2. Name of the firm; M/s.
3. Contact details
   1. Phone
   2. Fax
   3. Email
   4. Any other (pl specify)
4. Address
   1. Head office
   2. Local/branch Office (if any)
5. Whether worked with MMTC earlier ? (if yes, please specify period)
6. Property details
   1. Movable
   2. Immovable
7. GST Registration
8. Custom Registration (pl enclose certified license copy)
9. PAN No.

Seal and Signature of the bidder

TECHNICALBID – PART III: DRAFT AGREEMENT

This agreement is made and at Hyderabad on this day---- of --------, 2019 and entered into between MMTC Limited, #9-1-76 to 77/1/B, 3rd Floor, S. D. Road, Secunderabad – 500 003, a company incorporated under the Indian Companies Act 1956 and having its registered office at Core - 1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi 110003, India, hereinafter referred to as MMTC which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns, as one 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 consignments to undertake the work of clearing, handling, and transportation of Consignments at CFS and movement to designated godowns or any other location as required.

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.

AND WHEREAS MMTC has issued WORK ORDER No: ........ dtd.........to CHA to undertake the work of clearing, forwarding and transportation of Consignments arriving at Hyderabad CFS in containers.

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 NFM Consignments.
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. 2,00,000/- (Rupees Two 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 CFS /Port Authorities or on intimation given by MMTC’s officials of the arrival of the Consignments shall promptly arrange and obtain clearance of documents from the CFS/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 Consignments.
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 all Custom clearance activities, including but not restricted to customs duty payment and other related activities for smooth clearance of Consignments. 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 CFS/Carrier/Port Trust/Customs authorities wherever necessary and hand it over to MMTC for lodging claims with supplier/Insurance company/underwriter/ship owner etc.
10. CHA shall be paid all inclusive charges for the work relating to clearing, handling, forwarding/transporting the Consignments at the agreed rates as per Annexure I.
11. 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.
12. CHA shall receive the Consignments on behalf of MMTC at unloading points; get Customs appraisal and all other such formalities and also arrange proper transportation and storage of the Consignments in warehouse, which shall be intimated by MMTC.
13. The de-stuffing of containers shall also be the responsibility of the CHA. After de-stuffing of the containers at the designated warehouse, CHA shall arrange to surrender the containers.
14. If the Consignments is moved from CFS/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 Consignments. Any charges for damage incurred to the containers during clearing & handling shall be to CHA's account.
15. 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.
16. All statutory formalities including endorsement on way bills etc., wherever necessary to be carried out by CHA and endorsed copying original to be deposited with MMTC.
17. All the Exchange Control copies (in original) of Bills of Entry shall be deposited by CHA directly with MMTC.
18. All deliveries if required, shall be made in the presence of the Surveyors nominated by MMTC and CHA shall co-ordinate with the Surveyors for effecting the deliveries.
19. CHA shall maintain complete account of Consignments discharges and containers and shall submit daily/weekly report to MMTC.
20. CHA shall maintain record of Consignments received vessel-wise and submit to MMTC as and when demanded.
21. 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.
22. CHA shall be responsible for any shortage, deterioration in quality and contamination of the product during handling of Consignments from CFS/port or storage. If found short, it will be compensated by CHA on demand without prejudice to any other legal remedy.
23. It will be the responsibility of CHA to make all arrangements like procuring adequate labour and other necessary equipments required for handling Consignments.
24. CHA shall obtain all permissions, licences / permits required from any Government and local bodies for storage of product in the warehouse.
25. CHA shall arrange at their cost all work connected with weighment, supervision of unloading and re-loading work, wherever required.
26. 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.
27. CHA shall not assign or in any manner make over the said agency or this contract to any other firm/person.
28. 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.
29. 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.
30. On termination of agreement either on completion of the work or in terms of para as 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.
31. MMTC has right to inspect the Consignments under custody of CHA at any time and all relevant records/documents.
32. 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 Hyderabad.
33. CHA shall strictly abide by all the rules and regulations of the Government policy and local authorities.
34. 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.
35. 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.
36. 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.
37. In case clearance of Consignments are delayed beyond 5 working days, penalty will be imposed on the CHA as follows :

|  |  |  |
| --- | --- | --- |
| **S/No.** | **Delay Period** | **Penalty in INR** |
| 1. | 6- 10 days | 1,000/- per B/E |
| 2. | 11 – 15 days | 15,000/- per B/E |
| 3. | 16 – 20 days | 25,000/- per B/E |
| 4. | 21-25 days | 35,000/- per B/E |
| 5. | 26-30 days | 50,000/- per B/E |

In case, clearance of Consignments is delayed by more than 30 days, MMTC will make alternative arrangement for clearance of Consignments 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 as above in addition to for future of performance guarantee.

1. 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.
2. 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.
3. 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.
4. CHA shall maintain/arrange to store the Consignments in terms of insurance policy to be taken by MMTC.
5. 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 Hyderabad. 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.
6. 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.
7. 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 an shall be given full force and effect without regard to the invalid or unenforceable portions.
8. Any changes/amendments to this agreement shall be valid only when both the parties to said agreement mutually agree and sign the amendment.
9. 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 Hyderabad on the date and year appearing hereinabove

For CHA. For MMTC LIMITED.

Authorized Authorized

Signatory Signatory