



MMTC LIMITED, MUMBAI
(A Govt. of India Undertaking)

GENERAL TRADE DIVISION

TENDER DOCUMENT

No. MMTC/MUM/GT/2019-20/01

Dated 2nd January, 2020

**E-NIT FOR APPOINTMENT OF MULTI MODAL TRANSPORT OPERATOR CUM CHA
FOR EXPORT OF RED SANDERS**

Time schedule for various e-tender related events

Start date for downloading of tender - 16.01.2020 from 1200 Hrs
document
Last date for downloading of tender - 05.02.2020 up to 1400 Hrs
document
Due date for tender submission - 05.02.2020 up to 1430 Hrs
(Technical & Price Bid)
Pre Bid Meeting - 29.01.2020 at 1430 Hrs
Technical Bids opening date - 06.02.2020 at 1100 Hrs

EMD: Rs.50, 000/- (Rupees Fifty Thousand only)

**Non-Refundable tender participation fee: Rs.2000/- (Rupees Two
Thousand only)**

The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from www.mmtclimited.com, <https://mmtc.abcprocure.com> or <https://eprocure.gov.in>

SPECIAL TERMS & CONDITIONS FOR E-TENDER

1. For any technical issues, difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk:

Vendor's Queries	Contact Numbers	e-Mail ID
For e-tender and e-Auction Services (Uploading / Bidding) offsite Team	+91 93745 19729	Mr. Nikhil Khalas nikhil@eptl.in
	+91-(79)-6813 6848/49/61/71	
Mr. Himanshu (Dedicated Helpdesk for MMTC)	+91 9265562826	delhi.support@eptl.in
Technical Assistance: New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	+91-(79)- 68136823/54	support@abcProcure.com fany.shah@eptl.in
	+91-(79)- 68136849	
	+91-(79)- 68136878	
	+91-(79)- 68136850	

2. The bidder shall have valid Class.III Digital Signature Certificate (DSC) ([with signing and encryption](#)) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.

3. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.

4. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.

5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

MMTC LIMITED

**"MMTC House", C-22, E-Block, Bandra Kurla Complex, Bandra (E),
Mumbai - 400 051**

Phone: 022 61214605/4617

**E-NIT FOR APPOINTMENT OF MULTI MODAL TRANSPORT OPERATOR CUM CHA
FOR EXPORT OF RED SANDERS**

TENDER DOCUMENT

MMTC Limited, A Govt. of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi invites bids from Multi Modal Transport operators for undertaking job of handling, clearing, container stuffing, transportation, stevedoring and loading of Red Sanders on vessels 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.

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 Customs House Clearing Agent (hereinafter referred to as "Agency"). The Agency will be required to take/ carry possession from DRI / Customs on behalf of MMTC of Red Sanders logs only out of total quantity which may also contain non red sanders logs, red sander chips. Proper grading/labeling of red sanders has been done to ensure easy identification. The agency will further stuff the goods into containers, deliver the stuffed containers to the shipping agent nominated by the Buyer at JNPT/Mumbai ports, obtain pre-shipment clearance from Customs, Port & other Govt authorities (filing of shipping bill, obtaining "Let Export order", SDF/GR Form), obtaining Bills of Lading and other shipping documents, co-ordinate with State Police Department, Wildlife Crime Control Bureau, Director General of Foreign Trade, State Forest Department, Directorate of Plant Protection, Quarantine & Storage and for certificate/clearance/protection for export from **JNPT Nhava Sheva/Mumbai Ports by container**

Interested bidders fulfilling eligibility criteria as mentioned below may submit their bid along with the following set of documents. Self certified scanned copies of following documents are required to be furnished through e-mode in the TECHNICAL BID. Format for Technical Bid is placed at Annexure-I and that of Financial Bid is at Annexure-II.

1. Submission of Bid:

Bidders are hereby requested to submit their e-bids in the following format:

A. Non Refundable Participation Fee of Rs.2,000/- (Rupees Two Thousand only). Bidder has to pay non-refundable participation fee through e-payment.

B. Earnest Money Deposit (EMD): E-Bid shall be accompanied by an EMD of Rs.50, 000/- (Rupees Fifty Thousand Only) paid through e-payment. EMD is waived off for MSME, incase bidder provides valid MSME certificate.

Participation fee and EMD (other than MSME) should reflect in MMTC's bank account before closure of tender on due date and time. In case same does not reflect then bid will be treated as invalid and no representation will be entertained.

MMTC Bank details are as under:

A/C NO: - 230010200004688

Name and Address of Bank: Axis Bank Ltd, BKC Branch, Mumbai 400 051

IFSC CODE: UTIB0000230

EMD and Participation fee of the unsuccessful bidder(s) including those whose bid(s) are not accepted shall be refunded after finalization of the tender, without attracting any interest.

EMD of successful bidder(s) shall be treated as security deposit and shall be released only after completion of agreement and on adjustment of dues, if any. The EMD amount is liable to be forfeited in the event of unsatisfactory work and or delay in execution of the work entrusted or in case of failure on the part of the agency. The decision of MMTC in this regard shall be final and binding on the agency. No interest will be paid on participation fee and EMD. Once payment is made through e-mode towards Participation fee and EMD same has to be communicated to MMTC through email at chetannaik@mmtclimited.com & vishalwayal@mmtclimited.com

C. Technical Bid and financial Bid are to be submitted through online mode on website <https://mmtc.abcprocure.com>. No other mode of submission of bid shall be accepted under any circumstances.

2. Scope of the work:

- 2.1 The "cargo" means logs of Red Sanders, a precious wood, in possession of DRI and lying at Container Freight Stations / Warehouse / Godown in Maharashtra. Location of cargo is at clause no.3. The Agency shall act as a Multi-Modal Transport Operator CUM Customs House Clearing Agent on behalf of MMTC.
- 2.2 On finalization of sale contract between MMTC and foreign buyer, agency should arrange /coordinate to obtain Certificate of Origin from respective Government bodies like Customs / Forest Department etc.
- 2.3 Agency should arrange / coordinate with Director General of Foreign Trade(DGFT) to obtain export license
- 2.4 Agency shall arrange / coordinate with Wildlife Crime Control Bureau to obtain CITES certificate
- 2.5 Agency shall arrange / coordinate with Police for providing Police protection during movement of the cargo from presently stored location till handing over the cargo (Red Sanders) at port to shipping agency for export.
- 2.6 Agency shall arrange / coordinate with state Forest Department to obtain transport permit for export of red sanders.
- 2.7 Agency shall arrange to take / provide sample of the cargo to MMTC, as and when required.
- 2.8 Agency shall arrange / coordinate with DRI / Customs for issuance of release / delivery order for export of red sanders.
- 2.9 Agency shall arrange / coordinate with Customs to provide Customs Escorts during movement of cargo from present location till the same is handed over to port authority/ shipping agent / vessel for shipment purpose.
- 2.10 Agency shall arrange / coordinate with Directorate of Plant Protection, Quarantine & Storage to obtain Phytosanitary Certificate
- 2.11 Agency shall make arrangements to receive/take delivery of cargo on behalf of MMTC from nominated CFS / Godowns / Warehouse and coordinate all activities till handing over of stuffed container at the JNPT Nhava Sheva & Mumbai ports to Buyer's nominated shipping agent for shipment against Bills of Lading. After loading of stuffed containers onto vessel, "on Board Notation" shall be obtained in the Bills of Lading. The Agency shall complete all pre-shipment & post shipment formalities with Customs, Port and other Govt. Authorities, Obtain Bills of Lading and other shipping documents (strictly as per LC opened by overseas buyer of MMTC) and hand over the same to

- authorized representative of MMTC within 2 days after loading of stuffed containers onto the vessel. The Agency will ensure that only approved goods are stuffed into containers for shipment.
- 2.12 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 export operations.
 - 2.13 The Agency shall accept full responsibility for safety and security of the cargo and any act of theft, pilferage fire, shortage, criminal mis-appropriation and breach of trust in respect of said red sanders / cargo entrusted to the Agency by any such event. The Agency shall be fully responsible and indemnify MMTC for any loss, damage or pilferage to the red sanders, claim of whatsoever nature for any reason including improper storage and handling of stock on behalf of MMTC. The compensation for loss/damage shall be payable to MMTC at the rate as ascertained by MMTC. Agency will be required to coordinate with insurance company and their nominated surveyors for obtaining survey report and also for realization of claim amount.
 - 2.14 It shall be the responsibility of the Agency to make all arrangements like providing adequate labour, supervisors and other necessary equipments/tools, required for lifting the goods from the designated CFS/ Warehouse/ godowns till containerization and handing over the containers in the Container terminal at the designated port.
 - 2.15 For non delivery or short delivery of the said cargo MMTC shall reserve the right to impose penalty at the rate to be determined by it from time to time in addition to recovering the cost of the Red Sanders. Such determination of penalty by MMTC shall be final and binding on the Agency.
 - 2.16 It shall be the sole responsibility of Agency to protect the goods from damages, after possession of goods is taken from DRI / Customs / Forest Department / CFS and till stuffed containers are delivered to the Buyer's nominated shipping agent at JNPT Nhava Sheva/Mumbai Port. 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.
 - 2.17 Agency should strictly ensure that movement of red sanders is done very safely and they should deploy their official in vehicle during the movement of red sanders.
 - 2.18 The Agency shall deliver the stuffed containers to the Buyer's nominated shipping agent against CLEAN Bills of

- Lading and also complete all formalities with Customs & other Govt Agencies for shipment of stuffed containers. Agency shall arrange, co-ordinate and supervise the fumigation of stuffed containers.
- 2.19 In case of shipment of goods in bulk, full details of the quantity of Red Sanders shall be kept by the Agency shipment-wise. Any shortage will be to the account of Agency and MMTC shall have the right to recover such amount from the bills payable to the Agency or otherwise.
 - 2.20 The Agency shall arrange to prepare and immediately file with concerned authorities all documents like shipping bill, GR form, invoices, obtain custom clearance, etc. and obtain Clean on Board Bill of Lading upon delivery of stuffed containers at designated Port. Any amendment required in the documents, shall be carried out by the Agency in consultation with MMTC. The Agency shall be held fully responsible for any loss caused to MMTC on account of discrepancy found in documents and not rectified by it immediately.
 - 2.21 The Agency shall prepare all shipping documents strictly as per the terms of Letter of Credit such as Certificate of Origin, Inspection Certificate, packing list, Fumigation Certificate etc., and shall be responsible for timely dispatch (within two days after shipment) of same to MMTC office, Mumbai. 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.
 - 2.22 Agency will be required to perform all duties prescribed under Custom Act & Custom House Regulations as amended from time to time.
 - 2.23 Agency shall keep themselves fully conversant familiar with the laws, rules, regulations and procedures framed by Port Trust, Customs, DGFT, Forest Department and other concerned authorities for clearance and carriage of goods by sea/rail/road.
 - 2.24 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 during export of Red Sanders. It shall also be the sole responsibility of the agency to protect the cargo from any damages / theft during the transportation till loading on to vessel.
 - 2.25 Agency shall arrange and coordinate with different government bodies like Directorate of Revenue Intelligence, Customs, Director General of Foreign Trade, Wildlife Crime Control Bureau, State Forest Department,

Police, Directorate of Plant Protection, Quarantine & Storage and other bodies for obtaining all the required certificates / clearances / approval etc and completion of all the legal formalities /compliance / procedure / documentation needed for smooth export of Red Sanders as per laws prevalent.

3. **Location:** Presently red sanders logs are stored at following locations;

Lot No.	CFS/ Warehouse / Godown	Place	Qty (Mts)
1	Sajgaon Forest Depot	Sajgaon	19.277
11	Hind Terminals, CFS	Nhava Sheva	13.3668
12	Navkar, CFS	Panvel	20.8173

4. Technical bids received and opened shall then be evaluated by the evaluation committee of MMTC subject to clause 9 of this NIT. "Technical bids shall be opened on second floor of "MMTC House", BKC on the nominated date & time. Bidders may remain present at the same time.
5. MMTC will open the "Financial bids" of all the technically qualified bidders. The intimation of date, time and venue of the opening of the "Financial bids" shall be informed separately through e-mail / telephonically to such bidders.
6. MMTC does not own any liability if the e-bids are not submitted within due date and time as per requirement.
7. MMTC reserves the right to extend the deadline for submission of e-bids or making any amendment in tender document by issuing a corrigendum in which case all rights and obligation of the MMTC and the bidders will be subject to the new deadline / amendments. Such corrigendum will be issued only on website <https://mmtc.abcprocure.com> hence bidders may check the same on regular basis.
8. Financial bid or rate should not be reflected in any case in the technical bid.
9. Following documents scanned images (in pdf format) signed and stamped by the authorized signatory to be uploaded with the online technical bid:

- A. Complete Tender document as token of acceptance of terms & conditions (Page No.1-25)
- B. Copy of email sent to MMTC providing details of payment towards participation fee and EMD (if any).
- C. Copy of Registration Certificate
- D. Copy of GST / PAN
- E. MSME / NSIC Certificate, if applicable
- F. The bidder should be a Multi Modal transport operator and a member of Federation of Freight Forwarders association of India (FFAI). Copy of the said registration is to be enclosed.
- G. Valid Customs House Clearing Agent registration certificate
- H. The bidder should not be black listed by any government agency. The bidder shall have to submit an undertaking as per Annexure IV.
- I. Bank details on Agency's / Bidders letter head
- J. Audited annual accounts for the last preceding 3 years i.e. 2016-17, 2017-18 & 2018-19.
- K. Letter of award or work order or agreement showing work of handling, clearing, container stuffing, transportation, stevedoring and loading on vessels carried out for the past three (3) years i.e for 2016-17, 2017-18 and 2018-19. Atleast one job order per year to be provided.

Bids without above documents shall be liable for rejection.

- 10. The EMD and Participation Fees of the bidders shall be forfeited in event of:-
 - A. Withdrawal or modification of bid after submission of e-bid or during the period of bid validity given herein.
 - B. In case the successful bidders fails to accept Letter of Award (LOA)/ work order within stipulated period mentioned in LOA / work order.
 - C. Besides forfeiture of EMD and Participation Fees, bidder shall not be considered for participation in any bidding / tender process in MMTC for next three years.
- 11. During the operation of contract, if it is established that the Agency is not able to complete the job assigned as per schedule in time, the contract shall be terminated by giving one week notice and the job will be awarded to another Agency at the cost, consequences and risk of Agency without prejudice to

MMTC's other legal rights. MMTC reserves the right to recover / appropriate the costs of such consequences from the emd / Agency.

12. On placement of work order, the Agency is required to execute the job within the specified period. In case of failure to do the job within specified time, there will be deduction in the bill @ 10% of the quoted amount per lot.
13. The bid shall remain valid for a period of three months from the date of opening of the e-bids.
14. The rates quoted shall be valid for one year from the date of issuance of work order. No request for increase in the rates during the tenure of the contract period shall be entertained under any circumstances or on any account.
15. Rates to be quoted in the prescribed format only and only in e-mode (as per the format in the financial bid placed at Annexure-II). The rates quoted should be exclusive of GST.
16. Agency should not sub-let/sub-contract / assign the main contractual work during the contractual period.
17. All the applicable licenses should be valid on the date of opening of tender and if any of the license is expiring in between the period of contract, then bidder should revalidate the license well within the time under intimation to MMTC failing which MMTC reserve the right to terminate the contract without any prior notice and shall recover loss, if any from the bidder / agency.

NOTE: Please note that all the above mentioned documents form part of Technical bid. The tender submitted without the requisite EMD and the aforesaid documents will be rejected.

18. The period of contract shall be one year effective from signing of agreement as per Annexure-III. The same shall be extendable only at the discretion of the MMTC subject to satisfactory completion of work during contract period/ extended contract period. The decision of MMTC shall be final and binding on the contractor in this regard.

19. Tenders with any additional conditions/ deviations by the bidder, whatsoever shall be rejected.
20. If the bidder deliberately gives wrong information in tender document, MMTC reserves the right to reject such tender at any stage or to cancel the contract, if awarded and to forfeit the Earnest Money/Security deposit/ any other moneys due without any notice.
21. Bidders are advised to visit MMTC office to acquaint themselves with requirement and quantum of work, facilities available to understand the tender requirement fully before submission of their bids. No claim shall be entertained later on the grounds of lack of knowledge. It is understood that the bidder/ agency has satisfied itself on the information and knowledge required before tendering.
22. MMTC do not bind itself to accept the lowest or any bid.
23. MMTC reserves the right to accept or reject any or all the bids or cancel the tender process at any time at its own discretion without assigning any reason thereof.
24. The bidder must comply with all terms and conditions contained herein.
25. The agency shall indemnify MMTC against all liabilities arising out of its operations in any way under any acts of the Government and also in award of any compensation or damage consequent upon any claim arising out of above.
26. The Agency should be fully conversant with customs formalities and possess required approvals / license from port authorities for cargo clearing, handling, transporting, container stuffing and stevedoring job.
27. 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 to single bidder or multiple bidders, as per its requirement.
28. **Liquidated Damages for Delay in Services**
Time is essence of the contract. The successful bidder must adhere to the time limit and ensure services. Failure to do the same on all or part of the services on or before the stipulated date / deficiency in service will entail a pre-estimated pre-determined liquidated damages equal to Rs.5,000/- or 10% of the

value of total job work whichever is higher & shall be recover from its bills / security deposit.

29. **SOLE ARBITRATION CLAUSE:** 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, if not resolved amicably, shall be settled by arbitration by a sole Arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The decision of the sole Arbitrator shall be final and binding on the parties to the contract. The provision of arbitration and Conciliation Act - 1996 shall apply to such arbitration proceedings. The venue / seat of arbitration shall be Mumbai.
30. **FORCE MAJEURE:** If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments (including but not restricted to prohibitions of exports and imports) fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations / engagements shall be postponed during the time when such circumstances are operative.

"If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages". The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the agreement.

31. **FRAUD PREVENTION POLICY:**
All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

32. **HOLIDAY LISTING:** Notwithstanding anything contained in this agreement, MMTC's policy for holiday listing of an agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

33. MMTC reserve the right to accept / reject any bid and to cancel the bidding process and reject all bids or change terms, if any at any time prior to placement of work order without assigning any reason and incurring any liability towards MMTC for such act.

General Manager
MMTC Limited
Mumbai

Place: Mumbai
Date: 02.01.2020

TECHNICAL BID

Company Name	
Registered Address	
Registration No.	
PAN No.	
GST No.	
Name of Proprietor / Partners / Directors	
Bidder Type (Foreign/Indian)	
Postal code	
Agency / Company's Establishment Year	
Agency / Company Nature of Business	
Agency / Company's Legal Status	
Agency / Company Category	
Authorised Contact Person Name	
Designation	
Date of Birth	
Telephone No.	
Fax No	
E-mail address	
Mobile	

"Annexure II"

FINANCIAL BID

Lot No.	Qty (Mts)	Rate PMT (in Rs.)	Lot wise Rate - Qty * PMT rate (in Rs.)
1	19.277		
11	13.3668		
12	20.8173		

AGREEMENT

NO. MMTC/MUM/GT/2019-2020/01

This agreement is made at Mumbai on this day of January, 2020 between MMTC Limited, a Company incorporated under the Companies Act, 1956, having its Regional Office at MMTC House, Plot No. C-22, 'E' Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400 051 and Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110 003, hereinafter referred to as "MMTC" (which expression shall unless repugnant to the context or meaning hereof shall include its successor, assign, administrator and executors) of ONE PART.

AND (Proprietor / firm / company), having registered office at, and local office having address at..... hereinafter referred to as "Agency" at (which expression shall unless repugnant to the context or meaning hereof shall include its successors, assigns, legal heirs and executors) of OTHER PART.

WHEREAS MMTC is desirous of appointing Multi Modal Transporter cum CHA to export of red sanders assigned to them by MMTC and has floated a tender no. MMTC/MUM/GT/2019-20/01 dated 2nd January, 2020.

AND WHEREAS the aforesaid agency has participated in the said tender by submitting bid dated..... AND WHEREAS MMTC has issued work order dated..... To the Agency for carrying out duties of Multi Modal Transport Operator cum CHA on the terms & conditions appearing herein below;

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

1. Scope of work

- 1.1 The "cargo" means logs of Red Sanders, a precious wood, in possession of DRI and lying at Container Freight Stations / Warehouse / Godown in Maharashtra. Location of cargo is at clause no.2. The Agency shall act as a Multi-Modal Transport Operator-cum-Customs House Clearing Agent on behalf of MMTC.
- 1.2 On finalization of sale contract between MMTC and foreign buyer, agency should arrange /coordinate to obtain Certificate of Origin from respective Government bodies like Customs / Forest Department etc.
- 1.3 Agency should arrange / coordinate with Director General of Foreign Trade(DGFT) to obtain export license

- 1.4 Agency shall arrange / coordinate with Wildlife Crime Control Bureau to obtain CITES certificate
- 1.5 Agency shall arrange / coordinate with Police for providing Police protection during movement of the cargo from presently stored location till handing over the material at port to shipping agency for export.
- 1.6 Agency shall arrange / coordinate with state Forest Department to obtain transport permit for export of red sanders.
- 1.7 Agency shall arrange to take / provide sample of the cargo to MMTC as and when required.
- 1.8 Agency shall arrange / coordinate with DRI / Customs for issuance of release / delivery order for export of red sanders.
- 1.9 Agency shall arrange / coordinate with Customs to provide Customs Escorts during movement of material from present location till the material is handed to port for shipment purpose.
- 1.10 Agency shall arrange / coordinate with Directorate of Plant Protection, Quarantine & Storage to obtain Phytosanitary Certificate
- 1.11 Agency shall make arrangements to receive/take delivery of goods on behalf of MMTC from nominated CFS / Godowns / Warehouse and coordinate all activities till handing over of stuffed container at the JNPT Nhava Sheva & Mumbai ports to Buyer's nominated shipping agent for shipment against House Bills of Lading. After loading of stuffed containers onto vessel, "on Board Notation" shall be obtained in the Bills of Lading. The Agency shall complete all pre-shipment & port shipment formalities with Customs, Port and other Govt. Authorities, Obtain Bills of Lading and other documents (strictly as per LC opened by overseas buyer of MMTC) and hand over the same to authorized representative of MMTC within 2 days after loading of stuffed containers onto the vessel. The Agency will ensure that only approved goods are stuffed into containers for shipment.
- 1.12 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.
- 1.13 The Agency shall accept full responsibility for safety and security of the cargo and any act of theft, fire, shortage, criminal mis-appropriation and breach of trust in respect of goods entrusted to the Agency by any such event. The Agency

shall be fully responsible and indemnify MMTC for any loss, damage or pilferage to the goods, claim of whatsoever nature for any reason including improper storage and handling of stock on behalf of MMTC. The compensation for loss/damage shall be payable to MMTC at the rate as ascertained by MMTC. Agency will be required to coordinate with insurance company and their nominated surveyors for obtaining survey report and also for realization of claim amount.

- 1.14 It shall be the responsibility of the Agency to make all arrangements like providing adequate labour supervisors and other necessary equipments/tools, required for lifting the goods from the designated CFS/ Warehouse/ godowns till containerization and handing over the containers in the Container terminal at the designated port.
- 1.15 For non delivery or short delivery of the consignments MMTC shall reserve the right to impose penalty at the rate to be determined by it from time to time in addition to recovering the cost of the material. Such determination of penalty by MMTC shall be final and binding on the Agency.
- 1.16 It shall be the sole responsibility of Agency to protect the goods from damages, after possession of goods is taken from DRI / Customs / Forest Department / CFS and till stuffed containers are delivered to the Buyer's nominated shipping agent at JNPT Nhava Sheva/Mumbai Port. 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.
- 1.17 Agency should strictly ensure that movement of red sanders is done very safely and they should deploy their official in vehicle during the movement of red sanders.
- 1.18 The Agency shall deliver the stuffed containers to the Buyer's nominated shipping agent against CLEAN Bills of Lading and also complete all formalities with Customs & other Govt Agencies for shipment of stuffed containers. Agency shall arrange, co-ordinate and supervise the fumigation of stuffed containers.
- 1.19 In case of shipment of goods in bulk, full details of the quantity of Red Sanders shall be kept by the Agency shipment-wise. Any shortage will be to the account of Agency and MMTC shall have the right to recover such amount from the bills payable to the Agency.

- 1.20 The Agency shall arrange to prepare and immediately file with concerned authorities all documents like shipping bill, GR form, invoices, obtain custom clearance, etc. and obtain Clean on Board Bill of Lading upon delivery of stuffed containers at designated Port. 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.
- 1.21 The Agency shall prepare all shipping documents strictly as per the terms of Letter of Credit such as Certificate of Origin, Inspection Certificate, packing list, Fumigation Certificate etc., and shall be responsible for timely dispatch (within two days after shipment) of same to MMTC office. 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.
- 1.22 Agency will be required to perform all duties prescribed under Custom Act & Custom House Regulations as amended from time to time.
- 1.23 Agency shall keep themselves fully conversant familiar with the laws, rules, regulations and procedures framed by Port Trust, Customs, DGFT, Forest Department and other concerned authorities for clearance and carriage of goods by sea/rail/road.
- 1.24 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 for during export of Red Sanders. It shall also be the sole responsibility of the agency to protect Red Sanders from any damages / theft during the transportation.
- 1.25 Agency shall arrange and coordinate with different government bodies like Directorate of Revenue Intelligence, Customs, Director General of Foreign Trade, Wildlife Crime Control Bureau, State Forest Department, Police, Directorate of Plant Protection, Quarantine & Storage and other bodies for obtaining all the required certificates / clearances / approval etc and completion of all the legal formalities /compliance / procedure / documentation needed for smooth export of red sanders as per laws prevalent.

2. **Location of the Cargo:** Presently red sanders logs are stored at following locations;

Lot No.	CFS/ Warehouse / Godown	Place	Qty (Mts)
1	Sajgaon Forest Depot	Sajgaon	19.277
11	Hind Terminals, CFS	Nhava Sheva	13.3668
12	Navkar, CFS	Panvel	20.8173

3. The rate as per Annexure-A shall remain valid through out the period of contract.
4. **Handling Loss:** Since the weight is already determined as such the agency shall ensure quoting the same weight as mentioned in clause no.2 in all the documents.
5. The Agency shall submit bills after the sailing of vessel along with relevant documents. Payment shall be released as per agreed rate as per annexure-A through e-payment mode as per a/c details provided by Agency after deduction of statutory levies / tax / surcharge as applicable. MMTC shall have all rights to make adjustment from the bills in respect of the amount due to it from the Agency as per terms contained herein without prejudice to MMTC's other legal right.
6. Interest free Performance Security Deposit of Rs. 50000/- (Rupees Fifty Thousand only) in form of e-payment deposited by the Agency, shall be refunded only after satisfactory completion of agreement and on adjustment of dues, if any. The decision of MMTC in regard to adjustment of dues shall be final and binding on the Agency.
7. In case any loss is caused to MMTC on account of non-fulfillment of any obligation by Agency, then MMTC shall have full right to make adjustment for the said losses from the bills / performance security deposit payable by MMTC to the Agency. If the said losses are found to be more than the security deposits and/or amount available with MMTC, then Agency shall pay on demand without any protest the said amount of losses to MMTC. MMTC reserves its right to recover such losses from the Agency.
8. The duration of this agreement is for period of one year from the date of signing hereof though the parties will have the right to extend it further to which the parties may mutually agree before 30 days of the expiry of the stipulated period in writing.
9. **Severance:** In the event any provision of the Agreement is held to be invalid or unenforceable under the applicable law,

the remaining provisions of this agreement shall be in full force and effect.

10. **Governing Language:** The Agreement shall be written in English language. All correspondence and other documents pertaining to the contract that are exchanged by parties shall be written in English language only.
11. **SOLE ARBITRATION CLAUSE:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this agreement or the validity or the breach thereof, if not resolved amicably, shall be settled by arbitration by a sole Arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The decision of the sole Arbitrator shall be final and binding on the parties to the contract. The provision of arbitration and Conciliation Act - 1996 and amendments there to shall apply to such arbitration proceedings. The venue / seat of arbitration shall be Mumbai.
12. **Subletting of Contract:** The agency shall not sub-contract, transfer, assign or otherwise part with the Agreement or any part thereof, either directly or indirectly.
13. **Penalty:** In the event of failure to carry out the job, on any day as per terms and conditions of this agreement in part or in full, Agency shall be liable for payment for damage charges @ Rs.5,000/- or 10 percent of job work whichever is higher & shall be recovered from its bills / security deposit.
14. **Indemnity:** The Bidder shall keep MMTC indemnified at all times against any claims / liabilities / proceedings etc., from any third party or otherwise arising out / or in connection with this agreement.
15. **Termination of Contract:** In the event Agency fails to execute the work with due diligence or expedition or refuses or neglects to comply with any order given to it in writing by MMTC or on behalf of MMTC within the scope of the agreement, or Agency contravenes the provisions of the agreement, MMTC may terminate the agreement after giving one month notice in writing to the Agency. Such notice may be served either by hand delivery or through post / courier at the address given in agreement. This shall be deemed to be served on Agency. In such eventuality of termination of agreement, the liabilities and obligations of Agency for the work done during the currency of the agreement/contract shall not come to an end unless settled with MMTC as per Law.
16. **Termination for insolvency:** MMTC may at any time terminate the agreement without notice and compensation, if the Agency becomes bankrupt or otherwise insolvent as declared by

competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MMTC.

17. **Force Majeure:** If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments (including but not restricted to prohibitions of exports and imports) fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagements shall be postponed during the time when such circumstances are operative.

"If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages". The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the agreement.

18. All matters connected with this shall be governed by the Indian laws for the time being in force and shall be subject to the exclusive jurisdiction of courts in Mumbai.
19. **Amendment / Modification:** Any modification / amendment to terms & conditions of the agreement shall be in writing duly signed by authorized representatives of both the parties.
20. Tender documents shall form an integral part of this agreement. In case of interpretation of clauses appearing in Tender document as well as in this agreement, the clauses in agreement shall prevail.

IN WITNESS WHEREOF this agreement is executed at Mumbai on day of....., 2020.

For
Name of Signatory:
Designation of the Signatory

For M/s. MMTC Limited
Name of Signatory:
Designation of the Signatory:

Witnesses :
1)
2)

Witnesses :

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 Who 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 / blacklisted 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, partners of M/s Who 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 / blacklisted 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.