



**M M T C LIMITED**

**(Government of India Enterprise)**

MMTC House, Plot No.C-22, "E"Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051.

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**NOTICE INVITING E-TENDER FOR APPOINTMENT OF CLEARING AND HANDLING AGENTS / CHA**

E-TENDER NO MMTC/MUM//NFM& CHEMICALS/CHA/2018-19/3 Date:01.08.2018

**Closing At 1400 Hrs (IST) on 16.08.2018**

MMTC Ltd invites tender for appointment of Clearing & Handling Agents (CHAs).

For & on behalf of MMTC Ltd, Tenders are invited for appointment of Clearing & Handling Agents (CHAs) from such CHAs who are holding valid Custom House License for Clearing, & Handling at Mumbai Port/ Nhava Sheva Port of imported consignments of **Chemicals, Fertilizers , Non-Ferrous Metals like Copper Cathodes/Wirebars/ Wire Rods, Zinc Ingots/Slabs, Lead Pig Ingots , Tin Ingots, Aluminum Ingots/Wire Rods, Nickel (packed in drums), Minor Metals and Industrial Raw Materials like Antimony Ingots, Silicon etc.** The bidders are requested to submit their most competitive offers complete in all respects without any deviation. The offers shall remain valid **for 60 days** for acceptance from opening date of price bid. The technical offer should comply with all the tender requirement. The offer with any deviation in technical bid will be rejected and the price bid of the bidder will not be opened. The tender will be opened and evaluated online through E-procurement system. The bidder shall submit his bids of the tender on E -procurement platform at <https://mmtc.abcprocure.com> only. Physical submission of bids will not be accepted. Bidders are requested to quote their most competitive price in through the online e-procurement portal/system.

Bidders must submit their Technical and Price Bids in E -procurement portal on or before 14.00 hrs IST on 16.08.2018\_ The EMD amount should be credited to MMTC account with Axis Bank, BKC Bandra (East) branch before opening of technical bid. Successful bidder shall be responsible for completion of the contract in all respects. Techno Commercial offer will be opened through e-procurement portal on 16.08.2018 at 14.30 hrs IST The price bid of technically qualified bidders shall be opened after due intimation.

Thanking you,

ADDITIONAL GENERAL MANAGER  
RO MUMBAI

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	Mail ID
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 40016 866	<a href="mailto:info@abcProcure.com">info@abcProcure.com</a>
	+91-(79)- 40016 840	
	+91-(79)- 40016 818	
	+91-(79)- 40016 821	
<b>Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC)</b>	<b>+91 9265562826</b>	<a href="mailto:abhijeet@eptl.in">abhijeet@eptl.in</a>
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 4027 0555	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>
	+91-(79)- 4027 0564	
	+91-(79)- 4027 0569	
	+91-(79)- 4027 0507	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>

## **General Information.**

Names and addresses of the contact persons for this tender are:	Ms Sunita Parkar, 022-61214615 Ms Niraja Tripathi, 022-61214551
Name and Address	MMTC Limited, (A Govt. of India Undertaking) Regional office : Mumbai C-22, E Block, Bandra Kurla Complex, Bandra East Mumbai - 400051
Phone Nos. & Email	Ph No : 022-61214615 Email: sunitadp@mmtclimited.com Ph.No : 022-61214551 Email : ntripathi@mmtclimited.com
Due date & Time of submission of EMD	16.08.2018 by 14:00 Hrs on online portal <a href="https://mmtc.abcprocure.com">https://mmtc.abcprocure.com</a>
Date and time of opening of Technical Bid (Part I) of tender	16.08.2018 14.30 Hrs
Date and time of opening of (Price) Part II	Information will be furnished vide email separately.
PRE BID MEETING AT Regional Office	09.08.2018 at 15.00 Hrs MMTC Limited ,C-22, E Block, Bandra Kurla Complex, Bandra East Mumbai - 400051 Ph No : 022-61214615
The offers shall Include:	The EMD of Rs. 100000/- in favor of MMTC limited, enclosed in an envelope, super scribed as “ EMD for Tender No (Write Full Tender No) MUST BE HANDED OVER TO MMTC REPRESENTATIVE AGM/CM latest by 14.00 Hrs on the day of Tender submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system.
Techno-Commercial Bid :-	The techno commercial bid is to be filled and uploaded with full required documents online on E-Tendering Portal of MMTC Limited at web address <a href="https://mmtc.abcprocure.com">https://mmtc.abcprocure.com</a> latest by 14.00 Hrs on the day of Tender submission date. This includes documents required as per Qualification Criteria of Techno commercial Section, all self-certification as per Techno commercial section, entire tender document along with blank price bid, compliance letter on company’s letter head, duly filled format for techno commercial bid, amendment if issued to the tender with sign and seal on each page. The techno commercial offers shall be opened on 14.30 Hrs on the same day of Tender submission date. Hard copies other than those mentioned in the tender of commercial offers shall not be accepted for evaluation.  Offers of Vendors who have unsettled issues with MMTC may not be considered for evaluation Process.

## **Terms & Conditions of Tender**

The offer shall include:

### **1. Submission of Bids:**

**Part A: Technical Bid:** (electronic form only). The documents to be uploaded in electronic mode only. Technical bid –

a) Tender document duly stamped, signed on all pages as a token of Acceptance of all terms and conditions of the tender b) Technical Bid as per Annexure A along with required documents.

Technical bid is to be uploaded on electronic mode by 1400 Hrs IST on 16.08.2018

Original EMD (DD/PO/RTGS) has to be submitted by post/by hand/electronic mode prior to opening of bids on 16.08.2018 latest by 1400 hrs IST. The EMD furnished through electronic mode should reflect into MMTC's bank account before 1400 Hrs of 16.08.2018.

**Part B: Price Bid** Price Bids are also to be uploaded latest by 1400 hrs IST on 16.08.2018 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 after due intimation.

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

website <https://mmtc.abcpocure.com>

**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 1430 Hrs. IST on 16.08.2018 at MMTC, Regional office Mumbai electronically.

The 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.

### **2. EARNEST MONEY DEPOSIT**

The tender should be accompanied by non interest bearing Earnest Money Deposit (EMD) of **Rs. 1,00,000/- (Rupees One lakh only)** in the form of a crossed Demand Draft/ Pay Order drawn on any Scheduled Bank (other than co-operative bank) payable in Mumbai in favour of "**MMTC LIMITED**" reaching this office before the closure of tender i.e 1400 hrs IST on 16.08.2018 or through E-payment mode in the bank given below. Any tender or bid, not accompanied by EMD as per above requirement will be summarily rejected.

Beneficiary: MMTC Limited

Bank: Axis Bank Ltd

Branch: Bandra Kurla Complex,

Account no : 230010200004688

IFSC: UTIB0000230.

3. (a) Technical portion of the bid should contain/ include technical specification, details only. Any deviation should be clearly indicated in the bid and should be added as Annexure. MMTC reserves the right for acceptance/non-acceptance of condition/deviation which are not as per technical bid format without assigning any reason to the bidders.

(b) Price bids of only technically satisfactory qualified bidders will be opened. Commercial portion of the bid should contain bidder's specific confirmation regarding compliance of all commercial terms and conditions, general conditions and special conditions of the contract. Bidders shall also mention applicability of statutory levies like Custom Duty, tax etc and all other related information. No conditions should be put in the price bid. No modifications to the work contained in the items/individual rates will be allowed. Evaluation methodology for arriving at the lowest cost is detailed at Price Bid Instruction to bidders. Bidders are requested to go through the tender document in detail before submitting the offer.

4. All the documents shall be signed in full by the bidder with date.
5. Validity of the bid will be for 60 days from the date of opening of technical bid.
6. 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.5,00,000/- (Rupees Five Lakhs only) in addition to EMD of Rs 1 lakh in cash deposited at the time of bid submission for due and proper fulfillment of the contract. The Security Deposit can be in the form of Cash/Bank Guarantee for Rs. 4,00,000/- (Rs. Four Lakhs only) which shall be valid for a period of nine months after the expiry of the contract period and extended contract period, if any and the remaining amount of Rs.1,00,000/- through a Demand Draft/Pay Order/E-payment. Both Bank Guarantee and Demand Draft/Pay Order should be drawn on a Scheduled Bank (other than co-operative bank) favoring "MMTC LIMITED". Bank Guarantee should be strictly in accordance with the specimen annexed to tender documents. The cost of tender documents will be Rs. 1000/- (Rupees One Thousand) in the form of DD/PO/E-payment. No adjustments of any nature in these deposits will be acceptable. This EMD shall be liable for appreciation of any amount becomes recoverable by MMTC under this contract at sole discretion of MMTC.
7. Only successful bidder(s) will be informed of the result of their bids, but EMD shall be refunded within a period of 7 working days of finalization of tender to unsuccessful bidders.
8. MMTC Limited reserves the right to accept or reject all tenders in part or in whole at its own discretion without assigning any reason/s to the tenderer(s).
9. The notice inviting tender, pre-qualification bid, scope of work, Agreement with successful bidder along with other referred/auxillary documents shall form part of the contract.
10. 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.

ADDITIONAL GENERAL MANAGER  
RO MUMBAI

**ANNEXURE –A**

**PRE-QUALIFICATION BID / TECHNO COMMERCIAL BID –PART I**

Sr. No	Particulars	Details of Tenderer
1	Details to be furnished. (a) Name & address of the company (CHA) (b) CHA's constitution (i.e whether a Company, Partnership Firm, Proprietary concern, Individual etc) (c) Name of the Partner/Directors , address, telephone & fax number (KYC of partners / Directors to be enclosed) (d) Name of the contact person, address, telephone, email id and fax no of the party's office in Mumbai.(min. 2 persons detail) e) Power of attorney & copies thereof of the signing authorities with letter of authorization to act on behalf of the company.	_____ _____ _____ _____ <b><u>(copy to be uploaded)</u></b>
2	Date of Establishment ( <b>Partnership deed to be uploaded if applicable. Date of certificate of incorporation &amp; copy of certificate to be uploaded in case of a company).</b>	_____
3	Valid Customs House CHA (CHA) licence from Customs in their name at Mumbai valid for the period of contract (notorized copy to be enclosed)	_____
4	a) Name of Bankers and their certificates on financial conditions of the tenderer/bidder b) Original latest solvency certificate for Rs 50 lakhs from a scheduled nationalised bank in India.	a _____ b _____
5	Bank reference (Detail of electronic fund transfer duly endorsed by the bank.	_____
6	Whether the CHA is agreeable to enter into agreement for a period of two years.	
7	Directors / Partners / KMP if related to any MMTc Ltd employee / ex-employee.	Name, Employee. #, Designation, Region.
8	Income Tax Permanent Account Number <b>(copy to be uploaded)</b>	

9	Valid GST Registration ( <b>copy to be uploaded</b> )	
10	Details of EMD(DD/PO no/ E-payment, date, amount, Name of the Bank	
11	<p>Minimum continuous experience of 10 years in CHA operations. (self- certification to be enclosed)</p> <p>*Performance Certificate from recognized Govt/Semi Govt /PSU/Pvt companies, etc specifying the value of contracts, the same shall be certified by customers. Copy of work order, contract copy, customer certification for contract value and satisfactory completion certificate from customer. Bidders must submit past experience and proficiency/Name of employers of last 5 years (ending last day of month previous to one in which the tender was due for opening).</p>	<hr/> <hr style="border-top: 1px dashed black;"/>

\* Detail of work order / contract shall be given as per below format in separate sheet to be enclosed with Techno-commercial Bid.

Sr No	Full postal address of client and officer in charge	Brief description of work and quantity	Work order no & date	Value of contract in Rupees in lakh	Time schedule in month taken for completion	Actual date of completion of contract
1						
2						
3						
4						
5						

(MMTC reserves the right to verify the authenticity of the document from the originator, hence the party should ensure that all contractual & contract details are available in the completion certificates to lend easy verification wherever required.)

All documents enclosed with Techno-commercial Bid should be self-attested.

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)  
NAME & DESIGNATION

SEAL OF THE TENDERER

**PRE-QUALIFICATION BID  
PART -II**

**SCOPE OF WORK GIVEN IN BRIEF:**

**“CUSTOM CLEARANCE OF CARGO, LOADING, DOCUMENTATION, FILING  
OF BOE, AMENDMENTS ETC.,**

THE CHA M/s. \_\_\_\_\_, MUMBAI WILL HAVE TO GUARANTEE THE FOLLOWING SERVICES VERY SPECIFICALLY FOR HANDLING NON-FERROUS METALS/ IRM/ MINOR METALS/ANY OTHER METALS/MINERALS AS DETAILED BELOW:

1. CHA WILL BE FULLY RESPONSIBLE FOR PROMPT FINALIZATION OF BILL OF ENTRY INCLUDING EXAMINATION AND OUT OF CHARGE. ALL THE QUERIES OF THE CUSTOMS, AT ANY STAGE, ARE TO BE ATTENDED TO AND SATISFACTORILY REPLIED PROMPTLY WITHOUT ANY DELAY. ANY HOLD UP FOR WANT OF DOCUMENTS ETC. SHOULD BE PROMPTLY BROUGHT TO THE NOTICE OF COMPANY OR ITS REPRESENTATIVE IN WRITING. THE FREIGHT BILLS ARE TO BE COLLECTED WELL IN ADVANCE THRO' EMAIL OF THE BERTHING OF THE VESSEL AND SUBMIT THE SAME TO MMTC IN TIME TO AVOID ANY DELAY IN CLEARANCE PROCEEDINGS FOR WANT OF TIMELY PAYMENT. ANY DELAY IN FILING BE DUE TO LATE COLLECTION OF FREIGHT BILL WILL BE ATTRIBUTABLE TO CHA AND CONSEQUENT PENALTY DUE TO LATE FILING OF BE WILL BE TO ACCOUNT OF CHA. IN RESPECT OF CUSTOMS DUTY PAYMENT FOR ALL SHIPMENTS, THE CHA HAS TO INFORM THE DUTY IN ADVANCE, ONCE THE FINAL ASSESSMENT / REASSESSMENT IS DONE FOR AUTHORIZING RTGS, TO THE COMPANY FOR MAKING ON-LINE PAYMENT AND MAKING THE CHALLAN AVAILABLE TO THE CHA IN TIME AND AVOIDING ANY INTEREST LIABILITY DELAY IN CUSTOMS DUTY PAYMENT AND CLEARANCE. ANY DELAY IN INTIMATING DUTY AMOUNT TO MMTC WILL BE ATTRIBUTABLE TO CHA AND CONSEQUENT INTEREST PAID DUE TO LATE INTIMATION WILL BE TO ACCOUNT OF CHA. CHA TO ENSURE CLEARANCE OF GOODS WITHIN MAXIMUM 3 WORKING DAYS/OR AS PER INSTRUCTION FROM MMTC FROM THE DATE OF HANDING OVER OF ORIGINAL BANK ENDORSED SHIPPING DOCUMENTS TO THE CHA AND ENSURE DESPATCH OF MATERIAL TO MMTC'S AUTHORISED TRANSPORTERS OR TO THE NOMINATED BUYER AS PER INSTRUCTIONS GIVEN BY MMTC FROM TIME TO TIME. MMTC WILL ENSURE PREPARATION OF DD/PAY ORDER/E-PAYMENTS TOWARDS CUSTOMS DUTY/SHIPPING



LINE CHARGES PROMPTLY ON RECEIPT OF DETAILED COST BREAK UP FROM CHA. CHA TO ENSURE SUBMISSION OF COST BREAK UP WITHIN 1 WORKING DAY OF RECEIPT OF COPY / ORIGINAL SHIPPING DOCUMENTS AND TO ENSURE TIMELY COLLECTION OF SHIPPING DOCUMENTS AND DD/PAY ORDER AS AND WHEN CALLED FOR BY MMTC.

2. IN CASE CLEARANCE OF GOODS IS DELAYED BEYOND 3 WORKING DAYS OF THE FREE PERIOD PROVIDED BY PORT AUTHORITY, PENALTY WILL BE IMPOSED/RECOVERED ON THE CHA AS PER FOLLOWING SCHEDULE :-

SR.NO.	PERIOD	PENALTY
1	04-5 (BOTH INCLUSIVE)	RS 3000 PER B/E
2	06-10(BOTH INCLUSIVE)	RS 5000 PER B/E
3	11-15(BOTH INCLUSIVE)	RS 10000 PER B/E
4	16-20(BOTH INCLUSIVE)	RS.15000 PER B/E
5	MORE THAN 20 DAYS	RS.20000 PER B/E

IN CASE ,THE CLEARANCE OF GOODS ARE DELAYED BY MORE THAN 14 DAYS, MMTC WILL MAKE THE ALTERNATIVE ARRANGEMENT FOR CLEARANCE OF GOODS FROM ANY OTHER CHA AND ALL LOSSES/COSTS INCURRED DUE TO DELAY IN ADDITION TO THE PENALTY AS MENTIONED AT CLAUSE (2) ABOVE WILL BE SOLELY TO CHA ACCOUNT. THE SAME SHALL BE RECOVERED FROM CHA FROM EMD WHICH CAN BE APPROPRIATED FOR ANY RECOVERY.

3. CHA TO ENSURE THAT UNDER NO CIRCUMSTANCES THE CLEARANCE OF GOODS SHOULD GET DELAYED BEYOND 14 DAYS , WHICH IS THE NORMAL FREE TIME ALLOWED BY THE SHIPPING LINE FAILING WHICH ANY DETENTION /DEMURRAGE /GROUND RENT ETC. IN ADDITION TO PENALTY WILL BE SOLELY TO CHA's ACCOUNT. THE SAME SHALL BE MADE GOOD BY THEM ON DEMAND OR MMTC AT ITS DISCRETION CAN APPROPRIATE EMD & CARRY OUT RECOVERY.

4. CHA WILL HAVE TO FURNISH THE EXPERIENCE CERTIFICATE OF MINIMUM 5 (Five) YEARS FROM THE PAST/PRESENT PRINCIPAL EMPLOYER /FIRM/AGENCY ABOUT ITS SATISFACTORY PERFORMANCE AND EXPERTISE IN HANDLING IMPORTED FERROUS AND NON FERROUS CARGO & INDUSTRIAL RAW MATERIALS AND MINOR METALS.

5. CHA MUST HAVE AN EXCELLENT WORKING RAPPORT WITH CUSTOMS & OTHER PORT RELATED ANCILLARY AGENCIES. CHA WILL HAVE TO CO-ORDINATE WITH SURVEYOR FOR SUPERVISION AND WITH TRANSPORTER FOR TRANSPORTATION

6. VALIDITY OF THE BID WILL BE FOR 60 DAYS FROM THE DATE OF OPENING OF TENDER.
7. CHA TO ENSURE SUBMISSION OF DETAILED BILLS TOWARDS AGENCY /CLEARING CHARGES LATEST BY 15TH OF THE FOLLOWING MONTH (CUT OFF DATE) FROM THE MONTH THE CLEARANCE OF GOODS HAS EFFECTED. FOR EXAMPLE, IF CLEARANCE OF GOODS HAS TAKEN PLACE DURING NOV 2017 BILL HAS TO BE SUBMITTED LATEST BY 15TH DEC 2017 FOR PAYMENT. NO BILL WILL BE ENTERTAINED AFTER THE CUT OFF DATE I.E.15TH OF EACH MONTH.
8. MMTC DOES NOT GUARANTEE FOR ANY VOLUME OF WORK OR ANY PATTERN OF SERVICES AT ANY TIME OR THROUGHOUT THE PERIOD OF CONTRACT. THE MERE MENTION OF ANY WORK IN THIS DOCUMENT DOES NOT BY ITSELF CONFER A RIGHT ON THE CHA TO DEMAND THAT THE WORK RELATING TO ALL OR ANY OF THE ITEMS (COMMODITY) THEREOF SHOULD NECESSARILY OR EXCLUSIVELY BE ENTRUSTED TO THEM.
9. THE CHA SHALL NOT SUBLET, TRANSFER OR ASSIGN THE CONTRACT OR ANY PART THEREOF TO ANYBODY WITHOUT CONSENT OF MMTC.
10. THE CHA, IN ADVANCE, SHALL KEEP MMTC AND NOMINATED SURVEYOR INFORMED ABOUT THE OPERATIONS TO ENABLE TO DEPUTE THEIR REPRESENTATIVES.
11. CHA SHALL BE FULLY RESPONSIBLE FOR THE SAFETY OF THE CARGO AS LONG AS THE CARGO REMAINS IN THEIR CUSTODY. CHA WILL BE RESPONSIBLE FOR THE CUSTODY OF THE CARGO TILL IT IS DEPOSITED WITH MMTC NOMINATED WAREHOUSE AND SHALL INDEMNIFY MMTC FOR THE COST OF CARGO AS DETERMINED BY MMTC, IN CASE THERE OCCURS ANY QUALITATIVE AND/OR QUANTITATIVE LOSS OF THE CARGO DURING THE COURSE THEIR HANDLING. ANY LOSS, DAMAGES AND OR ADDITIONAL EXPENSES INCURRED TO MMTC ON ACCOUNT OF THE NEGLIGENCE OF THE CHA ALSO WITH EMD DEPOSITED AS PER CLAUSE 6 OF TERMS AND CONDITIONS I.E. EMD DEPOSITED BY CHA BE LIABLE FOR APPROPRIATION OF ANY AMOUNT BECOMES RECOVERABLE BY MMTC UNDER THIS CONTRACT AT SOLE DISCRETION OF MMTC.THE DECISION AS QUANTUM OF PENALTY TO BE IMPOSED ON CHA ON THIS ACCOUNT SHALL BE DECIDED BY MMTC AND SHALL BE FINAL AND BINDING ON CHA.
12. MMTC WILL HAVE EXCLUSIVE RIGHT TO APPOINT ONE OR MORE CHAs FOR ANY/ALL SERVICES MENTIONED HEREIN AT IDENTICAL RATES AND TO DIVIDE THE WORK BETWEEN SUCH CHAs, IN ANY MANNER. NO CLAIM SHALL BE RAISED BY CHAs AGAINST MMTC ON THIS ACCOUNT.

13. CHA WILL MONITOR THE PROGRESS OF ALL THE OPERATIONS BEING CARRIED OUT ON DAILY BASIS AND GIVE THE STATUS ON DAY-TO- DAY BASIS TO MMTC.

14. DESPATCH OF ALL MATERIALS/CARGO FROM THE PORT AREA SHALL BE DONE ONLY AFTER GETTING WRITTEN INSTRUCTIONS FROM MMTC AND UNDER THE SUPERVISION OF SURVEYOR APPOINTED BY MMTC.

15. THE EMD SHALL BE LIABLE FOR FORFEITURE, IF THE PARTY AFTER SUBMITTING THE QUOTATION RESILES/BACKS OUT FROM HIS OFFER OR MODIFIES THE TERMS AND CONDITIONS THEREOF.

16. NO INTEREST IS PAID ON EMD/SECURITY DEPOSITS. EMD WILL BE RETURNED TO UNSUCCESSFUL BIDDERS WITHIN 7 (SEVEN) WORKING DAYS OF FINALIZATION OF TENDER.

17. THE APPOINTMENT IS FOR A PERIOD OF TWO YEARS FROM THE DATE OF THE AGREEMENT WITH OPTION TO EXTEND FOR A PERIOD OF 3 MONTHS/ONE YEAR OR AS PER MMTC'S REQUIREMENT THERAFTER. THE EXTENSION SHALL BE WITH MUTUAL CONSENT AND IN WRITING.

18. THE SCOPE AND PRE-REQUISITES GIVEN ABOVE ARE ONLY ILLUSTRATIVE AND NOT EXHAUSTIVE. THE CHA WILL BE REQUIRED TO PERFORM /CARRY OUT ALL THE SAID FUNCTIONS AND RELATED ANCILLIARY WORK THERETO, FOR WHICH TENDER IS FLOATED. THE RATES QUOTED SHALL BE VALID FOR EXTENDED PERIOD, AS WELL.

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**(SIGNATURE OF THE TENDERER)**  
**(OFFICE SEAL)**

**PRE-QUALIFICATION BID**

**PART III**

**DRAFT AGREEMENT**

AGREEMENT NO.

DATED

THIS AGREEMENT IS MADE AT MUMBAI ON THIS \_\_\_\_\_ DAY OF MAY 2018 BETWEEN MMTC LIMITED, A GOVT OF INDIA ENTERPRISE, A COMPANY INCORPORATED UNDER THE INDIAN COMPANIES ACT, 1956 HAVING ITS REGISTERED OFFICE AT CORE-1, SCOPE COMPLEX, 7 INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI 110 003 AND A REGIONAL OFFICE INTER-ALIA AT MMTC HOUSE, C-22 BANDRA KURLA COMPLEX, BLOCK-E, BANDRA (EAST) MUMBAI 400 051 ; HEREINAFTER REFERRED TO AS “MMTC” (WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR MEANING INCLUDES ITS SUCCESSORS, ADMINISTRATORS AND ASSIGNS ) OF THE FIRST PART, AND **NAME AND ADDRESS OF CHA**. A COMPANY REGISTERED UNDER THE INDIAN COMPANIES ACT, 1956 ( AS THE CASE MAYBE ) HEREINAFTER REFERRED TO AS “CHA”, (WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR MEANING INCLUDES ITS SUCCESSORS, ADMINISTRATORS, HEIRS, REPRESENTATIVES AND ASSIGNS) OF SECOND PART.

WHEREAS, MMTC IN TERMS OF TENDER DT \_\_\_\_\_ AND QUOTATION DT \_\_\_\_\_ SUBMITTED BY M/S. **NAME AND ADDRESS OF CHA** HAS AGREED TO APPOINT THEM AS THEIR CHA FOR CLEARING AND HANDLING ITS CONSIGNMENTS OF CHEMICALS, NON FERROUS METALS (NFMS), INDUSTRIAL RAW MATERIALS (IRMS) AND MINOR METALS FOR THE PERIOD MENTIONED IN CLAUSE-20 AS PER TERMS AND CONDITIONS GIVEN HEREUNDER:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO THAT THE CHA SHALL BE RESPONSIBLE FOR THE FOLLOWING OPERATIONS –

- a) THE CHA SHALL KEEP VALID LICENSES GRANTED TO HIM BY THE CUSTOMS AND PORT AUTHORITIES FOR PERFORMING THE SERVICES OF CUSTOMS HOUSE CHA TILL THE COMPLETION OF CONTRACT IF AWARDED.
- b) THE CHA WILL BE REQUIRED TO PERFORM ALL DUTIES AS PRESCRIBED UNDER

CUSTOMS ACT 1962 AND CUSTOMS HOUSE CHAS REGULATIONS 1984 AND AS AMENDED FROM TIME TO TIME.

- c) THE CHA SHALL KEEP THEMSELVES FULLY CONVERSANT AND FAMILIAR WITH THE LAWS, RULES, REGULATIONS AND PROCEDURES FRAMED BY PORT TRUST, CUSTOMS, JDGFT / DGFT AND OTHER CONCERNED AUTHORITIES FOR CLEARANCE AND CARRIAGE OF GOODS BY SEA/RAIL/ ROAD.
- d) TO UNDERTAKE, ON RECEIPT OF INSTRUCTIONS FROM MMTC, ALL WORK WITHOUT DEMUR AT MUMBAI/NHAVA SHEVA PORT INCLUDING DIRECT PORT DELIVERY(DPD)/ CFS MULUND CONNECTED WITH THE CLEARING AND TRANSPORTING OF THE CHEMICALS/NFM/IRMS/STEEL/MINOR METALS OR ANY OTHER PRODUCT IMPORTED BY MMTC FROM FOREIGN COUNTRIES AND TRANSPORTATION, IF ASSIGNED, TO MMTC'S NOMINATED LOCATIONS GODOWNS/BONDED GODOWNS ETC.
- e) TO KEEP THEMSELVES FULLY INFORMED WELL IN ADVANCE OF THE DETAILS REGARDING ARRIVAL OF THE COSNIGNMENTS AND TO TAKE PROMPT ACTION TO CLEAR THE SAME WITHOUT INCURRING ANY DETENTION /DEMURRAGE.
- f) TO MAINTAIN A CLOSE LIASIONING WITH THE CUSTOMS/PORT AUTHORITIES/CFS YARDS/DOCK LABOUR BOARD/ MATHADI LABOUR BOARD/ STEAMER AGENTS/ APPROPRIATE SHIPPING COMPANY/ MMTC'S REGIONAL OFFICE AND ITS GODOWN OFFICIALS AND SUCH OTHER AUTHORITIES INCLUDING MMTC'S NOMINATED SURVEYOR, TRANSPORTER ETC., AS MAY BE REQUIRED TO BE CONTACTED FOR EFFICIENT AND EXPEDITIOUS CLEARANCE AND DESPATCH OF GOODS AS PER MMTC'S INSTRUCTIONS TO ANY LOCATION/BOND/WAREHOUSE.
- g) TO PREPARE AND PRESENT BEFORE THE CUSTOMS AUTHORITIES THE BILL(S) OF ENTRY AND OTHER CONNECTED DOCUMENTS AND GET THE SAME PROCESSED AND PASSED BY THE CUSTOMS AUTHORITIES IN ADVANCE AND TO ENSURE THAT THE NECESSARY MANIFEST IS FILED WITH THE CUSTOMS AND DELIVERY ORDER IS ISSUED BY THE STEAMER AGENTS AND IN THE EVENT OF THE LATTER'S FAILURE, TO INFORM MMTC FOR FILING NECESSARY CLAIM WITH THE STEAMER AGENTS/SHIPPING LINE FOR THE DEMURRAGE, IF ANY.
- h) TO LOAD MECHANICALLY OR MANUALLY, AS THE CASE MAY BE, THE GOODS INTO TRUCKS AT THE PORT/DOCKS/CFS YARDS INCLUDING INTO TRUCKS ARRANGED BY MMTC, FROM ITS APPROVED EMPANNELLED TRANSPORTERS.

- i) TO TRANSPORT THE GOODS FROM PORTS/DOCKS/CFS YARDS TO BONDED WAREHOUSE/GODOWN OR ANY OTHER LOCATION AS PER INSTRUCTIONS OF MMTC.
- j) TO ARRANGE STEAMER/ INSURANCE/ CUSTOMS SURVEY FOR EVERY CONSIGNMENT OR PART THEREOF, LANDED SHORT OR IN DAMAGED OR BROKEN CONDITION AND NOT CONFORMING TO THE DESCRIPTION GIVEN IN THE BILL(S) OF LADING AND SUCH OTHER DOCUMENTS OF TITLE BEFORE THE GOODS ARE OUT OF CHARGE FROM CUSTOMS AUTHORITIES , AND LODGE (ON BEHALF OF MMTC ON ITS LETTER HEAD DULY SIGNED BY AN OFFICER OF MMTC), PROPER AND TIMELY CLAIM OR CLAIMS ON THE STEAMER AGENTS/PORT, AUTHORITIES/ INSURANCE COMPANIES/ CUSTOMS AUTHORITIES/ MOTOR TRANSPORT COMPANY FOR ANY DAMAGED GOODS AND/OR SHORTAGE EITHER IN NUMBER OF PACKAGES/BUNDLES OR IN THE WEIGHT OF THE COSNIGNMENTS AND/OR FOR REFUND OF ANY EXCESS DUTY OR LEVY PAID THEREON.
- k) TO HANDLE ALL THE CONSIGNMENTS ENTRUSTED TO THEM AND TO REMAIN ANSWERABLE TO MMTC FOR THE SAID STOCKS AND TO RENDER PROPER AND CORRECT ACCOUNTS OF THE STOCKS HELD BY THEM FROM TIME TO TIME.
- l) TO OBSERVE AND COMPLY WITH ALL THE NECESSARY FORMALITIES WITH THE CUSTOMS AND PORT AUTHORITIES AND TO ENSURE PROMPT CLEARANCE OF GOODS WITHIN 3 DAYS BUT NOT LATER THAN THE FREE PERIOD ALLOWED.
- m) TO COMPLY WITH ALL THE STATUTORY PROVISIONS OF THE LABOUR LEGISLATIONS ENACTED BY THE CENTRAL OR STATE GOVERNMENTS OR ANY AUTHORITY THERE UNDER INCLUDING THE CONTRACT LABOUR (REGULATIONS & ABOLITION) ACT OF 1970, WORKMEN'S COMPENSATION ACT AND THE MAHARASHTRA MATHADI HAMAL AND OTHER MANUAL WORKERS (REGULATION & ABOLITION) ACT 1969 AND SCHEMES FRAMED THERE UNDER REGARDING ENGAGEMENT OF LABOUR UNDER MINIMUM WAGES ACT AND IN HANDLING THE GOODS AND TO DISCHARGE ALL OBLIGATIONS, FINANCIAL OR OTHERWISE, OCCURING THERE UNDER AND TO IDEMNIFY & KEEP INDEMNIFIED MMTC AGAINST ANY CLAIMS OR BREACH UNDER ANY OF STATUTORY OBLIGATIONS.
- n) TO OBSERVE AND COMPLY WITH ALL CUSTOMS AND PORT FORMALITIES AND TO ENSURE THAT THE CUSTOMS DUTIES AND OTHER STATUTORY LEVIES ARE DEBITED AND CREDITED CORRECTLY TO THE PERSONAL DEPOSIT ACCOUNTS OPENED BY MMTC WITH THE CUSTOMS AND PORT AUTHORITIES AT MUMBAI/NHAVA SHEVA/CFS MULUND, WITH A VIEW TO ENSURE THAT UNDULY LARGE AMOUNTS ARE NOT ALLOWED TO REMAIN IN THE DEPOSIT ACCOUNT AT THE END OF ANY DAY AND TO GIVE ADVANCE INTIMATION TO

MMTC'S MUMBAI OFFICE, AS AND WHEN ADDITIONAL FUNDS ARE REQUIRED TO BE DEPOSITED IN THE AFORESAID ACCOUNTS FOR PAYMENT TOWARDS IMPORT DUTY, PORT DUES,ETC.

- o) TO COLLECT DOCUMENTS/LETTERS PERTAINING TO THE CLEARANCE FROM MMTC'S MUMBAI OFFICE, WHENEVER REQUIRED AND TO TAKE NECESSARY ACTION IN RESPECT THEREOF.
- p) TO APPOINT QUALIFIED AND EXPERIENCED PERSONS POSSESSING NECESSARY PERMIT/LICENCE FOR SUPERVISING AND CO-ORDINATING THE OPERATION ENUMERATED IN THIS AGREEMENT.
- q) TO BOND AND DE-BOND THE IMPORTED CARGO AS AND WHEN REQUIRED BY MMTC AND TO COMPLY WITH ALL THE LEGAL AND OTHER FORMALITIES IN CONNECTION WITH BONDING/DE-BONDING.
- r) TO PROCESS THE DOCUMENTS FOR CLEARING OF THE GOODS FROM WHARF AND TO PUT THEM ON RAIL AND/OR ON ROAD FOR DESPATCH ACCORDING TO MMTC'S INSTRUCTIONS TO EFFECT CLEARANCE AND DESPATCH OF ALL THE CONSIGNMENTS RECEIVED AT MUMBAI/JNPT(INCLUDING DPD)/CFS MULUND BY SEA/RAILWAYS /MOTOR TRANSPORT ON PRESENTING THE DOCUMENTS AND IN THE ABSENCE OF SUCH DOCUMENTS TO EXECUTE NECESSARY BONDS/GUARANTEES FOR EXPEDITIOUS CLEARANCE OF THE GOODS IN CONSULTATION WITH MMTC'S REGIONAL OFFICE AT MUMBAI AND TO FILE NECESSARY DOCUMENTS/APPLICATION TO GET THE BONDS/GUARANTEES CANCELLED EXPEDITIOUSLY AFTER CLEARANCE OF CONSIGNMENTS.
- s) TO ARRANGE LABOUR FOR LOADING AT PORT/CFS YARD AND UNLOADING OF MMTC'S MATERIALS FROM CONCERNED LABOUR BOARD ONLY OR AS DIRECTED BY MMTC AND TO BRING TO THE NOTICE OF MMTC DIFFICULTY IN GETTING SUFFICIENT LABOURERS, IF ANY.
- t) TO PROPERLY SUPERVISE AND PROCURE NECESSARY EQUIPMENT AND ADEQUATE STAFF THAT MAY BE REQUIRED FOR THE EFFECTIVE AND PROPER PERFORMANCE OF THE OPERATIONS UNDER THIS AGREEMENT.

2) IN HANDLING THE CONSIGNMENTS THE CHA SHALL COMPLY WITH ALL THE RELEVANT RAILWAYS /PORT TURST RULES, REGULATIONS AND INSTRUCTIONS AND SHALL BE RESPONSIBLE FOR ALL DAMAGES/LOSSES ETC. ARISING OUT OF ANY INFRINGEMENT THEREOF.

3) IF DURING CURRENCY OF THIS AGREEMENT THE CHA FAILS TO COMPLY WITH ANY OF THE PROVISIONS OF ANY OF THE LABOUR ENACTMENTS, SCHEMES AND RULES FRAMED THERE UNDER, MMTC RESERVES ITS RIGHT TO MAKE STATUTORY

PAYMENTS, IF ANY AND/OR TO PROVIDE SUCH OTHER FACILITIES AS MAY BE STATUTORILY PRESCRIBED/REQUIRED AT THE COST OF THE CHA FROM AND OUT OF THE AMOUNT PAYABLE TO CHA, FROM THE SECURITY DEPOSIT FURNISHED BY THE CHA ETC. WITHOUT PREJUDICE TO ITS OTHER RIGHTS AND REMEDIES EVEN AFTER TERMINATION OF AGREEMENT ALSO. ALL THE WORKERS/PERSONS ENGAGED BY CHA SHALL BE ITS OWN AND NO LIABILITY SHALL DEVOLVE UPON MMTC THERETO.

4) THE CHA SHALL NOT REFUSE TO ATTEND TO THE CLEARANCE WORK OF ANY VESSEL ALLOTTED TO THEM AND THE CHA SHALL BE LIABLE TO ANY LOSS OR DAMAGE SUFFERED OR SUSTAINED BY MMTC FOR REASON OF THE CHA'S DELAY OR REFUSAL OR RETURNING THE DOCUMENTS BACK TO MMTC IN HANDLING THE VESSEL/CONSIGNMENT ALLOTTED TO THEM.

5) THE CHA SHALL BE RESPONSIBLE FOR THE DAMAGES, IF ANY CAUSED TO THE ROLLING STOCKS/PROPERTY/EQUIPMENT OF PORT TURST OR OF MMTC OR MMTC'S STAFF AND MAKE THE LOSSES GOOD AT ITS OWN COST AND CONSEQUENCE.

6) THE CHA SHALL BE RESPONSIBLE FOR SAFE DELIVERY OF THE MATERIAL CLEARED FROM THE DOCKS TO ANY LOCATION/GODOWN BONDED-WAREHOUSE. IN CASE OF ANY LOSS/THEFT/ PILFERAGE WHILE IN TRANSIT FROM DOCKS TO THE WAREHOUSE, THE CHA WILL BE SOLELY RESPONSIBLE. THE CHA WILL LODGE NECESSARY CLAIM WITH THE CONCERNED AGENCIES FOR NON DELIVERY, SHORTAGES, DETERIORATION, LOSS OR DAMAGE TO THE CONSIGNMENT WITHIN THE PRESCRIBED PERIOD. MMTC SHALL HAVE THE RIGHTS TO RECOVER VALUE OF SUCH GOODS WHICH WERE NOT DELIVERED BY THE CHA DUE TO LOSS/ THEFT/ PILFERAGE WHILE IN TRANSIT. THE AMOUNT SO RECOVERED WILL BE KEPT SEPARATELY BY MMTC AND SHALL BE RETURNED TO THE CHA TO THE EXTENT OF ACTUAL REALISATION OF THE CLAIMS FROM CONCERNED PARTY/IES.

7) THE CHA WILL CHECK EACH CONSIGNMENT WITH BILL(S) OF LADING, INVOICES AND MEASUREMENTS /PACKING LIST AND OTHER DOCUMENTS OF TITLE AND OBTAIN SHORT LANDING/NON-DELIVERY CERTIFICATE, IF ANY FROM THE PORT TRUST, RAILWAYS/MOTOR TRANSPORT AUTHORITIES WITHIN THE TIME LIMIT PRESCRIBED FOR SETTLEMENT OF THE CLAIM AND WILL APPLY FOR SURVEY (INCLUDING INSURANCE SURVEY) IN DOCKS BY CARRIERS, PORT TRUST, UNDERWRTIER, ETC. IN ASSOCIATION WITH CUSTOMS & MMTC OFFICIAL(S) AND OBTAIN THE SURVEY REPORT AND IF ANY LOSS OR DAMAGE BE APPARENT , LODGE THE CLAIM ON THE CARRIERS, PORT TRUST AUTHORITIES/ UNDERWRITERS /CUSTOMS AUTHORITIES, ETC. FOR ANY LOSS, DAMAGE OR DETERIORATION FOUND AT SUCH SURVEY.

8) THE CHA WILL GIVE PROPER NOTICE TO THE CARRIERS, PORT TRUST AND UNDERWRITERS, CUSTOMS FOR NON-DELIVERY/SHORT DELIVERY FOUND FROM THE CONSIGNMENT ASSIGNED TO THEM FOR CLEARANCE AT THE DOCKS/RAILWAY SIDINGS/ RAILWAY STATION/MOTOR TRANSPORT COMPANIES, OFFICE GODOWNS, AT



THE TIME OF TAKING OVER DELIVERY AND/OR WITHIN THE PRESCRIBED TIME LIMIT AFTER TAKING OVER DELIVERY FROM THE PORT TRUST, RAILWAY AUTHORITIES/ MOTOR TRANSPORT AUTHORITIES, AS THE CASE MAY BE. THE CHA WILL PREPARE QUARTERLY REPORT OF THE ABOVE MENTIONED CONSIGNMENTS FOR UNTRACEABLE PACKAGES AND DAMAGED PACKAGES SEPARATELY AND SUBMIT THE SAME TO MMTC WITHIN 10 DAYS OF THE EXPIRY OF THE QUARTER. THE CHA SHALL PRESENT THE CLAIM BILLS ON THE LETTER HEAD OF THE MMTC FOR LODGING CLAIMS WITH THE CONCERNED AUTHORITIES. THE CHA WILL PURSUE AND ENSURE EARLY SETTLEMENT OF THESE CLAIMS. ALL CHEQUES IN SETTLEMENT OF CLAIMS TO BE OBTAINED IN THE NAME OF "MMTC LIMITED" ONLY AND IN NO CASE IN THE NAME OF THE CHA. ALL FORMALITIES THAT MAY BE REQUIRED TO BE FOLLOWED TILL FINAL SETTLEMENT OF THE CLAIM SHALL BE COMPLETED BY CHA. LEGAL EXPENSES ON THIS COUNT, IF ANY TO MMTC'S ACCOUNT.

9) THE CHA SHALL ARRANGE FOR EXPEDITIOUS SURVEY OF DAMAGED PACKAGES WHERE EVER NECESSARY (INCLUDING GODOWNS) AND FOR TRANSPORTING CLEARED AND UNDAMAGED PACKAGES IN ACCORDANCE WITH INSTRUCTIONS ISSUED BY MMTC.

10) THE CHA SHALL FOLLOW UP ALL CLAIM WITH THE PORT TRUST AUTHORITIES, RAILWAY AUTHORITIES AND STEAMSHIP COMPANIES UNDERWRITERS AND MOTOR TRANSPORT CO., CUSTOMS, MBPT/JNPT ETC. FOR EARLY SETTLEMENT. THE CHA WILL BE RESPONSIBLE FOR ENSURING SPEEDY SETTLEMENT OF THE CLAIMS AND SHALL INDEMNIFY MMTC AGAINST ANY LOSS OR DAMAGE CAUSED BY REASON OF ANY DELAY IN LODGING AND PURSUING CLAIMS DUE TO THE NEGLIGENCE OR FAILURE OF THE CHA TO PURSUE THE CLAIMS DILIGENTLY.

11) IN THE EVENT OF ANY SETTLEMENT WHATEVER AMOUNTS ARE RECEIVED BY THE HANDLING AGENTS FROM THE CONCERNED PARTIES, SHALL BE FORWARDED BY THE CHA TO MMTC'S REGIONAL OFFICE WITHIN A WEEK FROM THE DATE OF RECEIPT OF THE SAID AMOUNT, FAILING WHICH MMTC SHALL BE ENTITLED TO RECOVER THE SAID AMOUNT TOGETHER WITH INTEREST AT THE RATE OF ONE PERCENT OVER AND ABOVE THE INTEREST RATE THEN PREVALENT OF MMTC FROM THE BILLS OF CHA.

12) THE CHA WILL OBTAIN RR(S) FROM RAILWAYS AND MTR(S) FROM MOTOR TRANSPORT COMPANY EXPEDITIOUSLY AND SUBMIT THE SAME TO THE MMTC BY 4.00 P M ON THE FOLLOWING DATE OF THE DAY OF DISPATCH. ANY DEMURRAGE OR LOSS TO MMTC INCURRED AT DESTINATION DUE TO DELAY IN RECEIPT OF RRS/MTRS WILL BE TO THE CHA'S ACCOUNT.

13) THE CHA WILL SERVE THE FOR/MTR DELIVERY ORDERS WITHIN FIFTEEN DAYS (15 DAYS) FROM THE DATE OF ALLOTMENT BY GODOWN OFFICERS REGIONAL OFFICE, FAILING WHICH THE MMTC WILL DEDUCT INTEREST FOR BLOCKAGE OF FUNDS AT THE BANKING RATE FROM THE BILLS OF THE AGENTS.

14) THE CHA WILL DEPUTE REPRESENTATIVE ON RECEIPT OF ADVANCE INTIMATION FOR COLLECTION OF MTR FROM MMTC'S VARIOUS GODOWNS. IN CASE THE CHA FAILS TO COLLECT MTR(S), THE MTR(S) WILL BE SENT TO THE MMTC'S REGIONAL OFFICE AND CHA WILL NOT DISPUTE ABOUT THE CLEARANCE OF CRANE AND LABOUR BILLS, ONCE THE BILLS ARE SUBMITTED TO THE CHA BY CONCERNED AGENCIES, DULY CERTIFIED BY THE MMTC'S OFFICERS.

15) THE CHA SHALL BE RESPONSIBLE FOR THE DUE FULFILMENT AND PERFORMANCE OF THE OBLIGATION UNDER THIS AGREEMENT AND SHALL INDEMNIFY AND KEEP MMTC INDEMNIFIED AGAINST ANY LOSS OR DAMAGE, SHORTAGES, THEFT, PILFERAGES, WHICH MMTC MAY SUFFER OR SUSTAIN BY REASON OF ANY NEGLIGENCE ON THE PART OF THE CHA TO PERFORM THEIR FUNCTIONS AND OBLIGATIONS IN PROPER MANNER.

16) CHA SHALL DEPOSIT WITH MMTC LIMITED WITHIN 5 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. 3,00,000/- (RS. THREE LAKHS ONLY) WHICH SHALL BE VALID FOR A PERIOD OF NINE MONTHS AFTER THE EXPIRY OF THE CONTRACT PERIOD AND EXTENDED CONTRACT PERIOD, IF ANY, AND THE REMAINING AMOUNT OF RS.1,00,000/- (RS. ONE LAKHS ONLY) THROUGH A DEMAND DRAFT/ PAY ORDER/ RTGS. BOTH BANK GUARANTEE AND DEMAND DRAFT/PAY ORDER SHOULD BE DRAWN ON A SCHEDULED BANK (OTHER THAN CO-OPERATIVE BANK) FAVORING "MMTC LIMITED". BANK GUARANTEE SHOULD BE STRICTLY IN ACCORDANCE WITH THE SPECIMEN ANNEXED TO TENDER DOCUMENTS VALID AND INFORCE FOR A PERIOD OF 9(NINE) MONTHS AFTER THE EXPIRY/ EXTENDED PERIOD OF THE CONTRACT.

17) IN CASE THE WORK OF THE CHA IS NOT FOUND TO BE SATISFACTORY SINCE THE CUSTOM DUTY AND STAMP DUTY HAS TO BE PAID ON-LINE, CHA TO TAKE UTMOST CARE SO THAT THE PAYMENT IS RECEIVED BY APPROPRIATE STATUTORY AUTHORITY UNDER CORRECT CODES. INCASE OF ANY WRONG SELECTION OF CODES ON-LINE RESULTING IN WRONG PAYMENT OF CUSTOM DUTY/STAMP DUTY, CHA SHALL BE HELD RESPONSIBLE AND MMTC INCURS ANY EXPENDITURE TO MAKE GOOD ANY SHORTCOMINGS ON THE PART OF THE CHA ALL SUCH CHARGES AND EXPENSES INCURRED BY MMTC WILL BE RECOVERED EITHER FROM THEIR SECURITY DEPOSIT KEPT WITH THE MMTC OR FROM THEIR BILLS WITHOUT PREJUDICE TO MMTC'S RIGHT TO RECOVER THE SAME BY OTHER LAWFUL MEANS.

18) IN CASE THE WORK OF THE CHA IS NOT FOUND TO BE SATISFACTORY AND MMTC INCURS ANY EXPENDITURE TO MAKE GOOD ANY SHORTCOMINGS ON THE PART OF THE CHA ALL SUCH CHARGES AND EXPENSES INCURRED BY MMTC WILL BE RECOVERED EITHER FROM THEIR SECURITY DEPOSIT KEPT WITH THE MMTC OR FROM THEIR BILLS WITHOUT PREJUDICE TO MMTC'S RIGHT TO RECOVER THE SAME

BY OTHER LAWFUL MEANS. MPMC ALSO RESERVES THE RIGHT TO TERMINATE THE AGREEMENT FOR UNSATISFACTORY PERFORMANCE OF THE CHA AT ANY TIME BY GIVING 30 DAYS NOTICE AT THE ABOVE MENTIONED ADDRESS. NOTWITHSTANDING TERMINATION OF THIS AGREEMENT, THE DECISION OF MPMC IN THIS REGARD SHALL BE FINAL. THE CHA SHALL BE HELD LIABLE FOR THE ACTS/OMISSIONS DONE BY IT DURING THE EXISTENCE OF THIS AGREEMENT EVEN AFTER TERMINATION OF THE AGREEMENT TILL THE LOSS/ DAMAGES/ PENALTIES/ EXPENSES/ETC ARE RECOVERED BY MPMC. ALL THE WORKERS/ PERSONS ENGAGED BY CHA SHALL BE ITS OWN AND NO LIABILITY SHALL DEVOLVE UPON MPMC THERETO.

19) 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 OPERATING, CIVIL COMMOTION, SABOTAGE, QUARANTINE, RESTRICTIONS, ACTS OF GOD AND ACTS OF GOVERNMENT (INCLUDING BUT NOT RESTRICTED TO PROHIBITIONS OF IMPORT AND EXPORT), FIRES, FLOODS, EXPLOSIVES, EPIDEMICS, STRIKES, OR ANY OTHER LABOUR TROUBLE, EMBARGOES, THEN THE DATE OF FULFILLMENT OF ANY OBLIGATIONS/ENGAGEMENT 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 FULFIL ITS OBLIGATION UNDER THE CONTRACT MUST, WITHIN 7 DAYS OF THE OCCURRENCE OF ANY ONE OF THE CAUSES MENTIONED ABOVE SHALL GIVE NOTICE TO THE OTHER PARTY OF THE EXISTENCE OR TERMINATION OF THE CIRCUMSTANCES PREVENTING THE PERFORMANCE OF THE CONTRACT. CERTIFICATE ISSUED BY CHAMBER OF COMMERCE OR ANY OTHER COMPETENT AUTHORITY CONNECTED WITH THE CAUSE SHALL BE SUFFICIENT PROOF OF THE EXISTENCE OF THE ABOVE CIRCUMSTANCES AND THEIR DURATION.

20) THIS AGREEMENT SHALL BE IN FORCE FOR A PERIOD OF TWO YEARS FROM THE DATE OF THE AGREEMENT WITH AN OPTION TO EXTEND FOR A PERIOD OF 3 MONTHS/ONE YEAR THEREAFTER OR/AS PER MPMC'S REQUIREMENT. THE CHA SHALL HAVE NO RIGHT TO PICK AND CHOOSE NATURE OF JOB.

21) BOTH THE PARTIES TO THIS AGREEMENT SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT BY GIVING 30 DAYS NOTICE IN WRITING. THIS WILL NOT, HOWEVER, ABSOLVE THE CHA OF THE RESPONSIBILITY(IES) TO SETTLE CLAIMS OF MPMC ARISEN DURING PENDENCY OF THE CONTRACT & THE RESPONSIBILITY TO PURSUE MPMC'S CLAIMS PENDING WITH OTHER PARTIES. THE EXTENTION SHALL BE WITH MUTUAL CONSENT & REDUCED IN WRITING.

22) ARBITRATION: ANY DISPUTE OR DIFFERENCES WHATSOEVER ARISING BETWEEN THE PARTIES OUT OF OR RELATING TO THE CONSTRUCTIONS, MEANING, SCOPE,

OPERATION OR EFFECT OF THIS CONTRACT OR THE VALIDITY OR THE BREACH THEREOF SHALL BE SETTLED BY ARBITRATION BY SOLE ARBITRATOR TO BE NOMINATED BY CHAIRMAN CUM MANAGING DIRECTOR OF MMTC (CMD). THE PROVISION OF INDIAN ARBITRATION & CONCILIATION ACT,1996 SHALL APPLY TO SUCH PROCEEDINGS AND AMENDMENT THEREOF FROM TIME TO TIME THE AWARD MADE IN PURSUANCE THEREOF SHALL BE BINDING ON BOTH THE PARTIES. THE VENUE OF THE ARBITRATION SHALL BE MUMBAI.

23) **THE CHA RATES:** THE CHA SHALL BE PAID AT THE PRICE BID / RATES SPECIFIED AS PER RATES SCHEDULE AT ANNEXURE “A” (ATTACHED HEREWITH) ~~INCLUDING~~ EXCLUDING ALL THE STATUTORY TAXES AND LEVIES. IN CASE OF ANY OTHER NEW INDIRECT TAXES/CESS, IF LEVIED BY GOVERNEMNT DURING THE CONTRACTUAL PERIOD THE SAME SHALL BE REIMBURSED/ PAID BY MMTC/AS THE CASE MAY BE, AT ACTUALS AGAINST DOCUMENTORY EVIDENCE. NO EXTRA TAXES/LEVIES WILL BE PAID BEYOND THE RATES MENTIONED IN THE ANNEXURE- A. PRICES SHALL BE KEPT FIRM TILL THE COMPLETION OF CONTRACT.

MMTC SHALL, AT THE TIME OF ITS PAYMENT DUE TO THE CONTRACTOR WITHHOLD THE NECESSARY TAXES SUCH AS TDS, ETC AT SUCH RATES AS IS REQUIRED BY ANY GOVT AUTHORITY, UNLESS THE CHA SHALL PRODUCE TO MMTC ANY CERTIFICATE ISSUED BY A GOVT AUTHORITY (HAVING AUTHORITY TO ISSUE SUCH CERTIFICATE) ENTITLING THE CHA TO RECEIVE THE PAYMENTS UNDER THIS AGREEMENT FOR A PRESCRIBED PERIOD WITHOUT DEDUCTION OF ANY TAX OR DEDUCTION AT A LOWER RATE.

24) **CLEARANCE AND PENALTY CLAUSE:**

TIME SHALL BE REGARDED AS ESSENCE OF THE CONTRACT. CHA WILL HAVE TO GUARANTEE THE FOLLOWING SERVICES VERY SPECIFICALLY FOR HANDLING NON-FERROUS METALS/IRMS/MINOR METALS:-

1. IN CASE CLEARANCE OF GOODS IS DELAYED BEYOND 3 WORKING DAYS OR FROM THE FREE PERIOD PROVIDED BY PORT AUTHORITY, PENALTY WILL BE IMPOSED/RECOVERED ON THE CHA AS PER FOLLOWING SCHEDULE :-

SR.NO.	PERIOD	PENALTY
1	04-5 (BOTH INCLUSIVE)	RS 3000 PER B/E
2	06-10(BOTH INCLUSIVE)	RS 5000 PER B/E
3	11-15(BOTH INCLUSIVE)	RS. 10000 PER B/E
4	16-20(BOTH INCLUSIVE)	RS.15000 PER B/E
5	MORE THAN 20 DAYS	RS.20000 PER B/E

IN CASE ,THE CLEARANCE OF GOODS ARE DELAYED BY MORE THAN 20 DAYS, MMTC WILL MAKE THE ALTERNATIVE ARRANGEMENT FOR CLEARANCE OF GOODS FROM ANY OTHER CHA AND ALL LOSSES/COSTS INCURRED DUE TO DELAY IN ADDITION TO THE PENALTY AS MENTIONED AT CLAUSE ABOVE WILL BE SOLELY TO CHA ACCOUNT. THE SAME SHALL BE RECOVERED FROM CHA IMMEDIATELY AS PER 17 & 18 CLAUSES AND AS PER CLAUSE 6 OF TERMS AND CONDITIONS OF TENDER.

CHA TO ENSURE THAT UNDER NO CIRCUMSTANCES THE CLEARANCE OF GOODS SHOULD GET DELAYED BEYOND PRESCRIBED PERIOD WHICH IS THE NORMAL FREE TIME ALLOWED BY THE SHIPPING LINE FAILING WHICH ANY DETENTION/ DEMURRAGE/ GROUND RENT ETC. IN ADDITION TO PENALTY WILL BE SOLELY TO CHA'S ACCOUNT. THE SAME SHALL BE MADE GOOD BY IT ON DEMAND. IF CUSTOMS CLEARANCE IS DELAYED BEYOND THE PRESCRIBED PERIOD, DEMURRAGES / CONTAINER DETENDTION / STORAGE CHARGES / GROUDN RENT / AND OTHER PUNITIVE CHARGES ON ACCOUNT OF PHYSICAL CLEARANCES AFTER PERIOD ALLOWED WILL BE RECOVERED FROM THE BILLS OF CHA AND /OR EMD FOR THE ACTUAL DELAY CAUSED BY THE CHA, IF IT IS OBSERVED THAT THE DELAY WAS DUE TO IMPROPER ACTION, MEGLIGENCE OR ANY OTHER CAUSE DIRECTLY ATTRIBUTABLE TO THE CHA. HOWEVER IN CASE OF GENUINE DIFFICULTY ON THE PART OF CHA DUE TO REASONS NOT ATTRIBUTABLE TO CHA (NON AVAILABILITY OF CUSTOMS OFFICERS/ SYSTEMS FAILURE AND ANY OTHER SIMILAR ISSUES / REASONS) DEMURRAGES AND DETENTION WILL BE BORNE BY MMTC ON APPROPRIATE CERTIFICATION BY THE CONCERNED OPERATION (IMPORT) GROUP.

25) CHA WILL HAVE TO FURNISH THE EXPERIENCE CERTIFICATE OF MINIMUM 5 (Five) YEARS FROM THE PAST/PRESENT PRINCIPAL EMPLOYER /FIRM/AGENCY ABOUT ITS SATISFACTORY PERFORMANCE AND EXPERTISE IN HANDLING IMPORTED FERROUS AND NON FERROUS CARGO & INDUSTRIAL RAW MATERIALS AND MINOR METALS.

26) CHA MUST HAVE AN EXCELLENT WORKING RAPPORT WITH CUSTOMS & OTHER PORT RELATED ANCILLARY AGENCIES. CHA WILL HAVE TO CO-ORDINATE WITH SURVEYOR FOR SUPERVISION AND ALSO WITH TRANSPORTER/OTHER AGENCIES, IF ANY.

27) CHA TO ENSURE SUBMISSION OF DETAILED BILLS TOWARDS AGENCY /CLEARING CHARGES LATEST BY 15TH OF THE FOLLOWING MONTH (CUT OFF DATE) FROM THE MONTH THE CLEARANCE OF GOODS HAS EFFECTED. FOR EXAMPLE, IF CLEARANCE OF GOODS HAS TAKEN PLACE DURING NOV 2017 BILL HAS TO BE SUBMITTED LATEST BY 15TH DEC 2017 FOR PAYMENT. NO BILL WILL BE ENTERTAINED AFTER THE CUT OFF DATE I.E.15TH OF EACH MONTH. PAYMENT OF ALL AGENCY BILLS WILL BE

MADE ON FULFILLMENT OF ALL CONTRACTUAL OBLIGATIONS TO THE SATISFACTION OF MMTC AND ON SUBMISSION OF BILL WHEREIN ORIGINAL BILLS OF ENTRY HAS BEEN SUBMITTED TO MMTC AND IN ALL RESPECT ALONG WITH ALL DOCUMENTS STATED BELOW. BILLS WITHOUT ALL THE DOCUMENTS WILL NOT BE ACCEPTED. IN CASE THE BILL IS SUBMITTED 6 MONTHS AFTER THE INVOICE DATE THEN THE GST WILL NOT BE REIMBURSED.

THE CHA WILL NOT BE ENTITLED TO CLAIM ANY INTEREST OR ANY OTHER CHARGES ON DELAYED PAYMENTS.

In case of demurrage/detention/storage charges/warehousing charges are incurred then CHA shall furnish the detailed explanation for entire period of clearance.

- Copy of B/E / ICEGATE Copy of B/E
- Copy of NNDs of B/L
- Copy of packing list or invoice cum packing list, where ever applicable.
- Receipt of all steamer CHA payments/statutory/mandatory payments made to the Govt. agencies.
- Original vouchers/ receipt in support of claims for reimbursement (in case the originals have been submitted earlier, copy of same should be enclosed)
- Copy of customs examination order
- Copy of customs out of charge (if applicable)
- Customs notice/circular (if any)
- Copy of tariffs of Shipping line / CFS/ etc as applicable
- Proof of acknowledgement of request letters for CRA submitted to Customs.
- Check list of all the documents as above enclosed with the bill.
- Confirmation of submission of original Bills of Entries by MMTC or enclosed with the bill (copy of MMTC acknowledgement, if submitted earlier).
- Notification/circular to be given for any change in the statutory charges involving agencies i.e. Customs, CFS etc. to be furnished by CHA while claiming reimbursement of payment for such revised charges/statutory charges.

28) CHA IS ALSO REQUIRED TO ENSURE THE FOLLOWING:

1. ONLY LONG-BOOMS (CRANE) TO BE USED IN NORMAL COURSE. SHORT BOOMS (CRANE) WILL NOT BE ADMISSIBLE NORMALLY. HOWEVER, SHORT BOOMS CAN BE USED ONLY WITH PRIOR PERMISSION IN WRITING FROM MMTC SUBJECT TO SUBMISSION OF BILLS/ RECEIPTS FROM AGENCY CONCERNED.
2. WEIGHMENT OF MATERIAL AT CFS YARD/DOCKS/PORT, INCASE THE WEIGHBRIDGE FACILITY IS OUTSIDE THE CFS YARD/PORT PREMISES CHA TO ENSURE THAT THE TRUCKS ARE LOADED ONLY AFTER CHECKING THE TARE WEIGHT RECEIPT AND ALSO GROSS WEIGHT OF THE TRUCK IS CARRIED OUT ON THE SAME WEIGHBRIDGE TO ARRIVE AT THE EXACT NET WEIGHT OF THE CONSIGNMENT.
3. ACTUAL CHARGES OF WEIGHBRIDGE FOR WEIGHMENT OF MATERIAL AS PER ABOVE SHALL BE PAID BY THE TRANSPORTERS.

4. SUPPLY OF CRANE/ FORKLIFT FOR ARRANGING AT DOCK, JNPT, MBPT, CFS YARDS OUTSTATION DESPATCHES SHIFTING /REARRANGING OF MATERIAL IN THE CFS DOCKS/JNPT/MBPT FOR SHIFTING AND FOR USE DURING ANNUAL STOCK VERIFICATION RATE WOULD BE AS PER ACTUALS, BASED ON RECEIPTS TO BE PRODUCED BY THE CHA.

5. FOR LOADING OPERATIONS AT THE DOCKS, RATES PAYABLE WILL BE AS PER THE RATE SCHEDULE. HOWEVER WOULD BE ONLY PER MT BASIS, THIS SHOULD BE INCLUSIVE OF CRANAGE FORKLIFTCARGES, WHEREVER APPLICABLE.

6. NO REIMBURSEMENT WILL BE MADE ON EXPENSES INCURRED ON BOND PAPERS, NOTORIZATION AND PHOTOCOPIES, ETC.

7. THE AGENCY AND DOCUMENTATION FEE IS INCLUSIVE OF CUSTOMS MANIFESTATION FEES, CUSTOMS TEST WEIGHMENT AND ALL OTHER EXPENSES TO BE INCURRED AT THE TIME OF CLEARANCE EXCEPT THE SURVEYOR'S FEE FOR DOCK SURVEY WHENEVER SPECIFICALLY ASKED FOR, OR ARRANGED THROUGH ANY INDEPENDENT SURVEYOR. PORT TRUST CHARGES, CUSTOMS DUTY, CUSTOMS PREVENTIVE OFFICER'S CHARGES, AND FREIGHT CHARGES WILL BE DIRECTLY PAID BY MMTC TO THE PARTIES CONCERNED WHEREVER REQUIRED.

29) ANY MODIFICATIONS, CHANGES, ADDITIONS TO THESE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE EFFECTIVE ONLY IF THEY ARE IN WRITTEN FORM DULY SIGNED BY AUTHORISED PERSONS OF BOTH THE PARTIES.

30) ANY NOTICES BY EITHER PARTY TO THE OTHER SHALL BE DEEMED TO HAVE BEEN PROPERLY GIVEN IF COURIERED OR MAILED TO SAID PARTY BY REGISTERED MAIL AT THE ADDRESS SET FORTH IN PREAMBLE TO THE AGREEMENT CONTAINED HEREIN UNLESS AND UNTIL ANOTHER ADDRESS SHALL BEEN SPECIFIED IN WRITING BY EITHER OF THE PARTIES TO THE AGREEMENT.

31) INSPECTION:-

MMTC SHALL BE ENTITLED AT ALL REASONABLE TIMES TO INSPECT THE WORK OR ANY PART THEREOF. THE HANDLING AGENT SHALL PROVIDE ALL NECESSARY ASSISTANCE TO MMTC IN THIS REGARD. THE HANDLING AGENT SHALL REINSTATE AND MAKE NECESSARY CORRECTIONS AS MAY BE DESIRED IN SUCH WORK TO THE REASONABLE SATISFACTION OF MMTC.

32) INCONVENIENCE TO THE PUBLIC:-

CHA SHALL NOT DEPOSIT THE MATERIAL ON ANY SITE WHICH MAY CAUSE INCONVENIENCE TO THE PUBLIC. MMTC MAY REQUIRE THE CHA TO REMOVE ANY MATERIALS WHICH ARE CONSIDERED TO BE A DANGER OR INCONVENIENCE TO PUBLIC.

33) MMTC NOT RESPONSIBLE FOR HANDLING AGENT'S EMPLOYEES -

CHA MAY EMPLOY EMPLOYEES AS HE MAY THINK FIT, AND THE EMPLOYEE SO EMPLOYED SHALL BE THE EMPLOYEE OF CHA FOR ALL PURPOSES WHATSOEVER AND SHALL NOT BE DEEMED TO BE IN EMPLOYMENT OF MMTC FOR ANY PURPOSE WHATSOEVER. CHA SHALL ABIDE BY ALL RULES, LAWS AND REGULATIONS THAT MAY BE IN FORCE FROM TIME TO TIME REGARDING THE EMPLOYMENT OR CONDITIONS OF SERVICE OF EMPLOYEE. LABOUR LAW ETC, CHA IS SOLELY RESPONSIBLE FOR THE ACTS AND DEEDS OF THEIR EMPLOYEES HIRED BY CHA FOR CARRYING FUNCTIONS DETAILED IN THIS AGREEMENT. IF, UNDER ANY CIRCUMSTANCES WHATSOEVER MMTC IS HELD LIABLE OR RESPONSIBLE IN ANY MANNER WHATSOEVER, FOR THE DEFAULT OR OMISSION ON THE PART OF CHA IN ABIDING BY THE RULES, LAWS AND REGULATIONS, OR IS HELD LIABLE IN RESPECT OF ANY MATTER WHATSOEVER, MMTC SHALL BE REIMBURSED BY CHA FOR THE SAME, AS ALSO ANY OTHER EXPENSES OR COSTS INCURRED BY MMTC IN ANY PROCEEDINGS OR LITIGATION AS A RESULT OF CLAIM DEMAND OR ACT ON THE PART OF THE EMPLOYEES OF CHA, MMTC SHALL BE ENTITLED TO CLAIM DAMAGES OR COMPENSATION FROM CHA IN THAT EVENT.

#### 34) CLAIMS

1. HANDLING AGENT WILL NOT BE PAID ANY EXTRA REMUNERATION FOR LODGING, PURSUING AND SETTLEMENT OF CLAIMS WITH VARIOUS AGENCIES ON BEHALF OF MMTC. ALL CLAIMS WILL BE LODGED PROMPTLY AND WITHIN THE PRESCRIBED TIME LIMIT WITH CUSTOMS, CARRIERS, VESSEL AGENTS AND SHIPPING LINES, INSURERS, PORT TRUST, MUNICIPAL AUTHORITIES AND RAILWAY AUTHORITIES (WITH A COPY TO PORT OFFICE OF 'MMTC') AND PURSUE THE SAME TILL THEY ARE SETTLED. THIS OBLIGATION OF THE HANDLING AGENT SHALL CONTINUE NOTWITHSTANDING THE EXPIRY OF THIS CONTRACT. THE HANDLING AGENT IS REQUIRED TO INCORPORATE THE FOLLOWING CLAUSE IN ALL REFUND CLAIM APPLICATIONS/CLAIMS FILED BY HIM ON BEHALF OF 'MMTC' WITH CUSTOMS, PORT TRUST, CARRIERS/VESSEL AGENTS, INSURANCE RAILWAYS MUNICIPAL AND ANY REFUND ARISING OUT OF THIS CLAIM IS PAYABLE TO 'MMTC LIMITED'.

"REFUND ORDERS/CHEQUES TO BE ISSUED IN THE NAME OF MMTC LIMITED"

2. HANDLING AGENT SHALL HAVE TO OBTAIN THE REQUIRED DOCUMENTS SHORT LANDING CERTIFICATES, PORT OUT-TURN REPORTS AND ALL OTHER RELEVANT DOCUMENTS WITHIN THE TIME LIMITS PRESCRIBED UNDER THE APPLICABLE LAWS/RULES AND REGULATIONS AND CHARTER PARTIES FROM TIME TO TIME SO AS TO ENABLE HIM TO SUBSTANTIATE THE CLAIMS ON BEHALF OF MMTC AND TO OBTAIN COMPENSATION FROM THE CARRIERS/RAILWAYS, PORT TRUST, CUSTOMS, INSURER AND OTHER BODIES AND AGENCIES AND PERSONS.



THE HANDLING AGENT WILL HAVE TO SUBMIT MONTHLY STATEMENTS SHOWING THE DETAILS OF THE CLAIMS LODGED, SETTLED AND PENDING WITH VARIOUS AUTHORITIES OR PARTY CONCERNED SEPARATELY IN TRIPLICATE TO THE PORT OFFICE OF MMTC. THE REFUND CLAIMS FILES MAINTAINED BY THE HANDLING AGENT SHOULD BE MADE AVAILABLE TO MMTC AS AND WHEN REQUIRED. AFTER SETTLEMENT/DISPOSAL OF CLAIM THE HANDLING AGENT SHALL HAND OVER ALL THE CLAIM FILES OF MMTC WITHIN THREE MONTHS, FURNISH AND EXECUTE NECESSARY DOCUMENTS AND AUTHORITIES AND OBTAIN A CLEAN RECEIPT, ON THE BASIS OF WHICH HIS ACCOUNT WILL BE SETTLED.

3. THE PAYMENT RECEIVED BY THE HANDLING AGENT FROM THE CUSTOMS, PORT TRUST, INSURER/CARRIERS/VESSEL'S AGENT AND OR ANY OTHER AUTHORITIES AGAINST CLAIMS LODGED BY HIM ON BEHALF OF 'MMTC' OR IN CONNECTION WITH ANY MATTER RELATING TO THIS CONTRACT, SHALL BE HELD IN TRUST BY THE HANDLING AGENT AND THE SAME SHALL BE PAID TO 'MMTC' IN FULL BANKER'S DEMAND DRAFT, WITHIN 5 WORKING DAYS FROM THE RECEIPT WITHOUT ANY DEDUCTION WHATSOEVER.

4. 'MMTC' RESERVES THE RIGHT TO TAKE APPROPRIATE CIVIL AND CRIMINAL ACTION AGAINST THE HANDLING AGENT IN CASE OF MISAPPROPRIATION OF ANY MONEY/MATERIAL HELD BY HIM IN TRUST ON BEHALF OF MMTC.

#### LIABILITY OF CLAIMS

5. 'MMTC' SHALL NOT BE LIABLE FOR PAYMENT OF ANY CLAIM OR AS A CONSEQUENCE OF NEGLIGENCE ON THE PART OF HANDLING AGENT OR ANY OF HIS SERVANTS/EMPLOYEES/LABOURS TO ANY PART OR PROPERTY OF THE SHIPPING LINES OR ANY PROPERTY BELONGING TO CFS YARDS OR THIRD PARTIES IN ANY ACCIDENT INVOLVING SERVANTS/EMPLOYEES/LABOURS OF THE HANDLING AGENT. ALL SUCH CLAIMS AND LOSSES SHALL BE THE SOLE RESPONSIBILITY AND LIABILITY OF THE HANDLING AGENT HE SHALL INDEMNIFY AND KEEP INDEMNIFIED AND HARMLESS 'MMTC' AGAINST ALL SUCH CLAIMS OR LOSSES WHATSOEVER AT ALL TIMES.

#### 35. INDEMNITY

1. WITHOUT PREJUDICE TO ANY OTHER PROVISIONS IN THIS AGREEMENT, THE HANDLING AGENT SHALL BE BOUND TO KEEP 'MMTC' OR ANY REPRESENTATIVE OR EMPLOYEE OF 'MMTC' ANY OF ITS PROPERTIES AND ASSETS FULLY INDEMNIFIED AT ALL TIMES NOTWITHSTANDING THE EXPIRY OF THE CONTRACT AGAINST ANY ACTION, CLAIM OR PROCEEDINGS FOR ANY REASON WHATSOEVER OR UNDER ANY APPLICABLE PROVISION OF LAW, RULES REGULATIONS, BYE-LAWS, NOTIFICATIONS, DIRECTION OR ORDER ENFORCEABLE BY LAW FOR ANYTHING DONE OR OMITTED TO BE DONE BY THE HANDLING AGENT IN CONTRAVENTION OF SUCH PROVISIONS ETC., FOR THE INFRINGEMENT OR VIOLATION THEREOF BY HIM IN THE COURSE OF

THE EXECUTION OR COMPLETION OF THE WORK UNDER THIS CONTRACT, AND IF A RESULT OF ANY SUCH ACTION, CLAIM OR PROCEEDINGS THE HANDLING AGENT OR SUCH REPRESENTATIVE OR 'MMTC' AS THE CASE MAY BE, IS JUDGED TO BE LIABLE TO PENALTIES OR TO PAY ANY COMPENSATION, THE SAME SHALL BE THE LIABILITY OF THE HANDLING AGENT AND, IF 'MMTC' IS REQUIRED FOR ANY REASONS TO TAKE OVER THE LIABILITY, MMTC SHALL DEDUCT ALL SUCH AMOUNT ARISING OUT OF SUCH LIABILITIES FROM THE SECURITY DEPOSIT LYING WITH 'MMTC' UNDER THIS CONTRACT OR ANY OTHER CONTRACT OR ANY OTHER ACCOUNT AND WITHOUT PREJUDICE TO ANY OTHER RIGHT/REMEDIES AVAILABLE WITH 'MMTC' IN LAW OR OTHERWISE.

2. RECOURSE

'MMTC' SHALL HAVE RECOURSE TO THE HANDLING AGENT FOR ANY COST, CLAIMS, DEMANDS, PROCEEDINGS, DAMAGES AND EXPENSES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY FAILURE OF THE HANDLING AGENT TO PERFORM ANY OF HIS OBLIGATIONS UNDER THE TERMS OF THE CONTRACT.

36. THIS CHA SHOULD NOT BE BARRED OR BLACKLISTED BY ANY AUTHORITIES.

37. ASSIGNMENT OR SUB-LETTING OF CONTRACT

THE HANDLING AGENT WILL NOT SUBLET/ASSIGN FULL OR PART OF THE WORK ASSIGNED TO HIM UNDER THIS CONTRACT.

38. FRAUD PREVENTION POLICY:

THE CHA SHALL BE REQUIRED TO CERTIFY THAT THEY WOULD ADHERE TO FRAUD PREVENTION POLICY OF MMTC AND SHALL NOT INDULGE THEMSELVES OR ALLOW OTHERS (WORKING IN MMTC) TO INDULGE IN FRAUDULENT ACTIVITIES AND 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.

39. 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 SAID POLICY, MMTC AT ITS SOLE DISCRETION RESERVES THE RIGHT TO SUSPEND/DISCONTINUE DEALINGS OR TAKEN ANY CURATIVE MEASURES WITH THE AGENCY(S) IN ACCORDANCE WITH THE POLICY IN FORCE.

38. IN THE EVENT OF CHA BACKING OUT / NOT PERFORMING AS PER THE CONTRACT,

SUITABLE FINANCIAL ACTION WILL BE TAKEN BY MMTC. ADDITIONALLY, FUTURE BUSINESS OF SUCH DE-FAULTING CHA's WILL BE SUSPENDED WITH MMTC AS PER THE COMPANY's POLICY ON DE-FAULTING PARTIES.

IN WITNESS HEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBE THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND THE YEAR HEREINABOVE WRITTEN

A) SIGNED , SEALED AND DELIVERED

BY THE WITHIN NAMED MMTC, MUMBAI THROUGH ITS OFFICIAL

\_\_\_\_\_

(NAME, DESIGNATION & SIGNATURE)

IN PRESENCE OF

2.1. \_\_\_\_\_  
(NAME & SIGNATURE OF WITNESS)

2.2. \_\_\_\_\_  
(NAME & SIGNATURE OF WITNESS)

B) SIGNED, SEALED AND DELIVERED

BY THE WITHIN NAMED 'CHA' THROUGH ITS OFFICIAL

\_\_\_\_\_

(NAME, DESIGNATION & SIGNATURE)

IN PRESENCE OF

A.1. \_\_\_\_\_  
(NAME & SIGNATURE OF WITNESS)

A.2. \_\_\_\_\_  
(NAME & SIGNATURE OF WITNESS)

**ON NON-JUDICIAL STAMP PAPER OF Rs.500/-**

**PERFORMANCE BANK GUARANTEE**

Bank Guarantee No.:

Dt. \_\_\_\_\_

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

Dear Sir,

1. WHEREAS, MMTC Limited having its Registered Office at Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 and one of its Regional Office at C-22,MMTC House, 'E' Block, Bandra Kurla Complex, Bandra(East), Mumbai 400 051. (hereinafter called "MMTC ") have entered into agreement No. \_\_\_\_\_ dt. \_\_\_\_\_ (hereinafter called "the Contract") for handling and clearing of imported Non-Ferrous Metals, Industrial Raw Materials, Steel etc. with M/s. \_\_\_\_\_ (with address) (hereinafter called "Handling and Clearing Agent / CHA").
2. AND WHEREAS the Handling and Clearing Agent under the said contract is required to furnish a security for the performance of the contract and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of **Rs.4,00,000/- (Rs Four lakhs only)**
3. AND WHEREAS, at the request of the Handling and Clearing Agent, we \_\_\_\_\_ (name and addresses of Registered office and Branch office of the bank), hereby irrevocably and unconditionally guarantee and undertake to make payment to MMTC, immediately on demand upto and not exceeding the sum of Rs.4,00,000/- payable by the Handling and Clearing Agent in the event of failing to perform any or all their obligations under the said contract. The decision of MMTC that the Handling and Clearing Agent has failed to perform all or any of its obligations under the Contract shall be conclusive, final and binding on us.
4. We, \_\_\_\_\_ (Bank name) undertake to pay the amount demanded by MMTC the sum of Rs.4,00,000/- (Rupees Four Lacs only) without any demur, delay, protest and without any reference or recourse to the Handling and Clearing Agent, notwithstanding any dispute raised by them in any suit proceedings, relating thereto pending before any court or tribunal our liability under the present being absolute and unequivocal. The payment shall be made to MMTC across the counter of the bank on the same day or receipt of letter of intent of invocation of this Bank Guarantee, failing which bank shall pay interest @ 18% on monthly rest basis for such delayed period.
5. NOTWITHSTANDING anything to the contrary contained hereinabove, our liability

under the Guarantee is restricted to Rs.4,00,000/- (Rs.Four Lakhs Only) plus interest as mentioned at clause no. 4 above. Our Guarantee shall remain in force until \_\_\_\_\_(date).

6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder unless a claim under the Guarantee is made on our Bank in writing on or before \_\_\_\_\_(expiry date).

7. Your letter of demand/intent for invocation, in writing may be presented to the Bank by Registered Post, email, Fax or in person and the same shall be binding to us.

8. This Guarantee comes into force forthwith.

9. We further agree that MMTC shall have the fullest liberty, without our consent and without effecting in any manner, our obligation hereunder to vary any of the terms and conditions of the said agreement, or extend time of performance by the said Handling and Clearing Agent from time to time or postpone for any time or from time to time any of the powers exercisable by MMTC against the said Handling and Clearing Agent and to forbear or enforce any part of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Handling and Clearing Agent.

10. The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. 4,00,000/- plus interest, if any by MMTC as per clause 4 above..

11. We \_\_\_\_\_ (Bank name) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC, in writing.

12. This Guarantee will not be discharged due to change in the constitution of the Bank or the said Handling and Clearing Agent.

13. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has/have full power to execute this Guarantee under the Power of Attorney granted to the signatory(ies) by the Bank.

SIGNED, SEALED AND DELIVERED  
AT MUMBAI ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018

Yours faithfully,  
For and on behalf of \_\_\_\_\_ Bank

Name & Address with banker's seal  
(Two authorized signatories with E. no.)

**ANNEXURE -B**

**PRICE BID / RATE SCHEDULE AGAINST TENDER NO \_\_\_\_\_**

PRICE BID

**RATES SCHEDULE (UNIT OF MEASUREMENTS PER MT& EXCLUSIVE OF TAXES)**

SR. NO.	SERVICE	RATE IN RUPEES FOR NFM/IRM/STEEL /ANY OTHER METALS /MINERALS	RATE IN RUPEES FOR CHEMICALS
1	(A) CUSTOMS DOCUMENTATION AND AGENCY CHARGES PER MT (B) CUSTOMS DOCUMENTATION AND AGENCY CHARGES PER B/E (FOR CONTAINERISED CARGO LESS THAN FULL CONTAINER) # IN CASE OF MORE B/Ls IN CONTAINERISED CARGO THEN B/Ls TO BE CLUBBED TO MAKE SINGLE B/E WHERE EVER POSSIBLE AS PER MMTC'S INSTRUCTION.	(A)  (B)	(A)  (B)
2	CUSTOM DOCUMENTATION AND AGENCY CHARGES PMT FOR SINGLE BILL OF ENTRY FOR BULK QUANTITIES I.E., FOR QUANTITY ABOVE 100MT (CONTAINERISED CARGO)		
3	CONTRACT REGISTRATION WITH CUSTOMS AT NHAVA SHEVA/MBPT; IF APPLICABLE		
4	ARRANGING AMENDMENT TO IGM OF MINOR/MAJOR NATURE IF REQUIRED		
5	ADDITIONAL EXPENSES IF DEP B LICENSE IS USED FOR LICENSE		
6	LOADING OPERATIONS AT PORT/CFS YARD/DOCKS /BONDED WAREHOUSE *ON PER MT BASIS		
7	A. TRANSPORTATION RATE (NFM/IRM/MINOR METAL/IRM) PER MT FOR DESTINATIONS KHADKEE/AMBERNATH/BHIWANDI/ ANY OTHER DESTINATION MAY BE GIVEN SEPARATELY AT THE TIME OF REQUESTING FOR QUOTATION. B. TRANSPORTATION RATE FOR CHEMICAL & FERTILIZERS PER MT FOR DESTINATIONS FROM JNPT/MBPT TO RASAYANI OR ANY OTHER PLACE AS PER MMTC'S INSTRUCTIONS	AGREED/NO N-AGREED	AGREED/NO N-AGREED

	HOWEVER MMTC RESERVES THE RIGHT TO ASSIGN THE TRANSPORTATION JOB TO CHA OR ITS EMPANELLED TRANSPORTER AT ITS SOLE DISCRETION.		
8	TRANSPORTATION RATE PER MT (DIFFERENT DESTINATION MAY BE GIVEN SEPARATELY) FOR BULK QUANTITY ABOVE 100MTS.  HOWEVER MMTC RESERVE THE RIGHTS TO ASSIGN THE TRANSPORTATION JOB TO CHA OR ITS EMPANELLED TRANSPORTER AT ITS SOLE DISCRETION.	AGREED/NON-AGREED	AGREED/NON-AGREED
9	A. UNLOADING FOR NFM/IRM/MINOR METALS/MINERALS AT MMTC DESIGNATED LOCATIONS ON PER MT BASIS FOR DESTINATIONS KHADKEE/AMBERNATH/BHIWANDI OR ANY OTHER DESTINATION MAY BE GIVEN SEPARATELY AT THE TIME OF REQUESTING FOR QUOTATION.  B. UNLOADING FOR CHEMICALS/FERTILIZERS AT RASAYANI OR ANY OTHER DESTINATION AS PER MMTC'S INSTRUCTIONS THAT MAY BE GIVEN SEPARATELY AT THE TIME OF REQUESTING FOR QUOTATION.  HOWEVER MMTC RESERVES THE RIGHT AT ITS OWN SOLE DISCRETION.	A.	B.

## Cost comparison for all the Bidders will be based on 20 MT FCL Containers.

Note:- Kindly quote above rates exclusive of all the taxes and levies applicable in PMT basis. Taxes as applicable, GST as applicable, to be quoted in % wherever the service is taxable.

KINDLY QUOTE ABOVE RATES EXCLUDING ALL THE TAXES AND LEVIES APPLICABLE/STATUTORY DUTIES, TAXES, LOCAL LEVIES, CESS ETC SHOULD BE ADDED & SEPARATELY SHOWN ASSUMING THE PRESENT RATE IN THE RATE QUOTED. ANY OTHER EXPENSES/COST WHICH THE BIDDER ENVISAGES SHOULD BE BUILT IN THE APPROPRIATE ITEM IN THE FORMAT PROVIDED. NO ADDITIONAL PAYMENT OTHER THAN THE AREAS MENTIONED IN THE ABOVE FORMAT WILL BE MADE.

FOR & ON BEHALF OF THE TENDERER

**SEAL OF THE TENDERER**

**(AUTHORISED SIGNATORY)**  
NAME & DESIGNATION