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TENDER FOR UNLOADING, HANDLING, STEVEDORING AND CHA WORKS FOR EXPORT OF BARYTES LUMPS THROUGH CHENNAI PORT

TENDER NO: MMTC/CHEN/BARYTES/2015-16/01 DATED 27.04.2015

MMTC Limited, A Government of India Enterprise, having its Regional Office at ESSAR HOUSE, No.6, Esplanade, Chennai – 600 108 (hereinafter called as MMTC) invites Sealed Tender in two bid system for Unloading, Handling, Stevedoring and CHA works for export of Barytes Lumps through Chennai Port, on the terms and conditions as per the **Annexure-I**.

1. OBJECTIVE:

MMTC intends to appoint contractor for unloading, handling, stevedoring & CHA operations at Chennai Port for obtaining the necessary services for export of 45000Mts ($\pm 10\%$) Barytes lumps for a period of one year from the date of appointment as per the terms and conditions at **ANNEXURE-I** with the provision of further extension upto one year at the sole discretion of MMTC. MMTC reserves the right to increase or decrease the quantity at its sole discretion.

2. SUBMISSION OF BIDS:

The Bidders are required to submit offers in TWO BID SYSTEM i.e. in two separate closed envelopes, one super scribed as “Techno- Commercial Bid” and the other as “Price Bid” as per formats given in **ANNEXURE II-A** and **II-B** respectively. Both the envelopes should be separately sealed and super scribed with Tender No., date, Name & Address of the Bidder. Both envelopes should thereafter be kept in a single third envelope and sealed. This envelope should also be super scribed with the Tender No., date, Name & address of the Bidder and shall be addressed to “The General Manager, MMTC Limited, Essar House No.6, Esplanade, Chennai - 600108. Offers over phone, fax or email will not be entertained. The Authorized Representatives (Authority letter to be furnished) of the bidders may witness the process, if desired so.

The bidders may download the tender document from our website www.mmtclimited.gov.in or www.eprocure.gov.in and can also obtain a copy of same at the office of MMTC at the address “MMTC Limited., Essar House No.6, Esplanade, Chennai-600108 during office hours on any working day till **15.05.2015**

The Techno-commercial Bid is to be submitted as per ANNEXURE-II-A(enclosing the following documents:

1. Tender document, including Annexures, to be signed and stamped in all pages.
2. Self Certified Copies of Valid certificate/License with reference to Clearing, Handling, and Forwarding & Stevedoring Operations.
3. Self Certified copy of Valid Customs House Agent License issued by Customs House, Chennai or proof of arrangement with the licensed CHA at Chennai port.
4. Self Certified copy of Experience Certificate issued by Chennai Port Trust Authority or by any Indian Port for handling of Barytes Export or other exports (Bulk cargo).
5. Self Declaration for having adequate manpower and equipments along with detailed list of Manpower and Machineries/equipments owned.
6. EMD Rs.50,000 (Rupees Fifty Thousand only) by way of DD/Bankers Cheque favoring MMTC Limited, payable at Chennai.
7. Self Certified Copies of valid PAN, TIN, Service Tax registration, EPF/ESI, etc
8. The bidder should not be black listed by any government agency at the time of submission of bids. The bidder shall have to submit an undertaking as per **ANNEXURE (IV)** alongwith technical bid.
9. Last Three years Audited Balance sheet and Profit and loss A/c to be enclosed- to be attested by a Chartered Accountant Firm.
10. Bank certified copies of last three months bank statement.

The bids have to be submitted along with above documents and EMD by 1200 Hrs on 18.05.2015. The techno-commercial bid will be opened on 18.05.2015 by 1500Hrs. The Price bids of only those bidders shall be considered who qualify in the Techno Commercial bid.

3. EMD:

No Interest shall be paid on the Earnest Money Deposit (EMD). The EMD shall be refunded to the unsuccessful bidders within 7 working days after finalization of the tender. The EMD of the successful bidder will be refunded only after receipt of signed contract and performance bank guarantee.

4. ARBITRATION:

Any dispute or difference whatsoever arising between the parties, out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration by Sole Arbitrator to be nominated by Chairman and Managing Director of MMTC (CMD). The provisions of arbitration and Conciliation Act, 1996 shall apply to such arbitration proceedings. The venue of the arbitration shall be at Chennai.

5. TIMELINES:

- **Pre Bid conference** **1430 Hrs. (IST) on 07/05/2015**

- **Tender closing time/ date** **1200 Hrs. (IST) on 18/05/2015**

- **Tender Opening time/ Date** **1500 Hrs. (IST) on 18/05/2015**
(Techno-Commercial Bids)

- **Tender Opening Time/Date** **1600 Hrs. (IST) on 19/05/2015**
(Price Bids of qualifying Bidders)

6. OTHER TERMS AND CONDITIONS:

MMTC reserves the right to accept/reject any or all the bids submitted on whole or in part without any notice or without assigning any reason thereof. MMTC may empanel more than one CHA for job. The bids will remain valid for 15 days from the date of opening of price bid.

MMTC reserves the right to terminate/suspend the works/work order with one month notice to the CHA without assigning any reason thereof.

Successful bidder has to sign the agreement as per **ANNEXURE-I** of the tender.

General Manager
MMTC Limited
Chennai

ANNEXURE-I**AGREEMENT BETWEEN MMTC LTD. & M/S. _____ FOR
UNLOADING, HANDLING, STEVEDORING AND CHA WORKS FOR
EXPORT OF BARYTES LUMPS THROUGH CHENNAI PORT
(JAWAHAR DOCK).**

This Agreement is made on this _____ day of _____, two thousand Fifteen between MMTC Limited, a company incorporated under the Companies Act 1956, having its Registered Office at Core 1, Scope Complex, 7 Lodhi Road, New Delhi-110 003 and inter-alia having its Regional Office at Essar House, No.6, Esplanade, Chennai -600108 hereinafter referred to as "MMTC" which term unless repugnant to the context or contrary to the meaning thereof include its successors and assigns on the First Part and M/s _____ having its registered office at _____ hereinafter referred to as "HANDLING AGENT" which term unless repugnant to the context or contrary to the meaning thereof includes its successors and assigns on the Second Part.

Whereas, M/s. _____ having agreed to work as HANDLING AGENT for MMTC for export of Barytes Lumps (hereinafter referred to as "Cargo") from Chennai Port (Jawahar Docks) as per the terms and conditions and scope of work detailed hereunder:

NOW THIS AGREEMENT WITNESSETH AS HEREUNDER:

MMTC appoints M/s. _____ as its HANDLING AGENT for export of Barytes Lumps through Chennai Port (Jawahar Dock) for a period of one year with effect from the date of the execution of this agreement.

1. LICENCE:

1.1 It is explicitly agreed and confirmed by the HANDLING AGENT that they possess required valid license(s) in their name as Stevedores and other licences including Custom House Agent for undertaking handling/stevedoring operations as described under Clause No.2. In case the handling agent does not have custom house agent licence, they should have working arrangement with the Customs House Licence Agency at Chennai port (Jawahar Dock).

1.2 The HANDLING AGENT shall ensure that the said licences will always be kept valid during the currency of the Agreement.

1.3 If any time during the currency of the Agreement, the said licence(s) is/are cancelled by the concerned authorities for any reason whatsoever, the HANDLING AGENT shall immediately inform MMTC and take all necessary steps to protect the interest of MMTC and its cargo at their cost and risks.

2. DUTIES AND RESPONSIBILITIES OF THE HANDLING AGENT:

2.1 The supplier of MMTC namely M/s APMDC would be arranging to dispatch the cargo upto a convenient point in the Chennai Port (Jawahar Dock). The HANDLING AGENT shall make all necessary arrangements to receive/take delivery of cargo and issue necessary receipt acknowledgement to APMDC. The HANDLING AGENT shall be responsible for the entry of trucks and drivers including documentation if any.

2.2 It is the responsibility of the HANDLING AGENT to ensure that the trucks are promptly unloaded and detention beyond reasonable time shall be to the account of the HANDLING AGENT. In case the goods are to be unloaded in other than the designated plot/godown, then the local storage and movement shall be to the account of the HANDLING AGENT.

2.3 MMTC shall be appointing sampling agency who shall draw samples from time to time at the time of receipt of goods. The HANDLING AGENT shall facilitate the drawing of samples by such sampling agency. In case the sampling agency directs the HANDLING AGENT to segregate part of the cargo, the HANDLING AGENT shall make necessary arrangement.

2.4 The HANDLING AGENT is responsible for the quantity and quality as received and acknowledged to APMDC. The HANDLING AGENT shall take all care to avoid any contamination of the cargo with foreign materials. MMTC may nominate its official(s) or their representative(s) to supervise all the operations.

2.5 The HANDLING AGENT shall also be responsible for all the operations, right from unloading of trucks, transportation of cargo to plot and from port plot to the wharf till loading of cargo in to the nominated vessels.

2.6 The HANDLING AGENT shall be solely responsible for the safety of the cargo and shall keep the cargo in safe condition and shall not move or transport the cargo from one place to another without instructions from MMTC.

2.7 The HANDLING AGENT shall be responsible for any act of theft, criminal misappropriation and breach of trust in respect of MMTC's cargo entrusted to the HANDLING AGENT by any such event.

2.8 The HANDLING AGENT shall be fully responsible and indemnify MMTC for any loss or damage to the cargo, claims of whatsoever nature because of improper storage and handling of cargo, on behalf of MMTC.

2.9 The HANDLING AGENT shall compensate MMTC for any loss / damage to cargo under the HANDLING AGENT's custody. The compensation for loss/damage shall be payable to MMTC at 200% of the cost of cargo immediately on detection of the loss/damage by MMTC.

2.10 The HANDLING AGENT shall not hypothecate/pledge or mortgage or create any lien / charge whatsoever on the cargo received by them on behalf of MMTC.

2.11 The HANDLING AGENT shall have no right to withhold the delivery of the cargo under any circumstances for whatsoever reason.

2.12 The HANDLING AGENT shall fully indemnify and shall keep MMTC fully indemnified against any claim, loss/damages whatsoever that may be incurred or made by port/customs authorities or any other parties on MMTC.

2.13 It shall be the responsibility of the HANDLING AGENT to make all arrangements like engaging adequate labour and other necessary equipments required for lifting the cargo from the port plot and loading into the vessel(s).

2.14 It shall be the sole responsibility of the HANDLING AGENT to protect the cargo from damages during transportation, stacking and loading into the vessel(s).

2.15 The HANDLING AGENT shall maintain a proper account of quantity received/unloaded from each truck/loading into the vessel (Registers to be maintained for arrival/despatch).

2.16 At the time of shipment, the HANDLING AGENT shall arrange transportation of cargo from the port plot after pre-inspection, survey and weighment, to port/wharf for effecting shipments.

2.17 The HANDLING AGENT shall arrange sufficient labour, trucks and other equipments etc. at their own cost to ensure loading of cargo into the vessel(s) within free time.

2.18 The HANDLING AGENT shall make all arrangements to bring back the left-over cargo from the wharf and the cargo rejected by surveyor to port plot for storage till its disposal by MMTC. The HANDLING AGENT shall also be responsible to retrieve the spillages and shift the same to the port plot.

2.19 The HANDLING AGENT shall arrange for storage of cargo at the port plot rented by MMTC before loading into the vessel in identifiable manner at his own cost under MMTC possession. In any other circumstances, if the plot is hired by Handling Agent on the request of MMTC the rent will be settled to the HANDLING AGENT proportionately for the utilized area in sq mtr and period as per the rates quoted in Appendix –I of this contract and Handling agent will be sole responsible for the safety of cargo.

2.20 The HANDLING AGENT shall co-ordinate with the surveyors appointed by MMTC for inspection of vessels, hatches/holds by the Surveyor. The HANDLING AGENT shall also co-ordinate with the agencies nominated by MMTC for loading of vessel as per the requirement of foreign buyer.

2.21 The HANDLING AGENT shall also take up stevedoring activities in respect of loading the cargo.

2.22 In case of vessel loading, the HANDLING AGENT shall guarantee minimum loading rate of 10000 MT PDPR.

100% demurrage is to the account of Handling Agent based on above load rate. Despatch, if any, to be shared as 75% to the account of the Handling Agent and 25% to the account of MMTC. Lay time to commence from 24 running hours after vessel's arrival within port limits and NOR tendered / accepted during official working hours. Other shipping terms as per C/P or sale/purchase contract shall be applicable.

Despatch / demurrage rates at present USD 3,000 / 6,000 PWD. Changes, if any, in loading rate or dispatch/demurrage rate would be conveyed separately to the HANDLING AGENT before commencement of the shipment.

2.23 The HANDLING AGENT shall prepare and file with concerned authorities all documents like shipping bills, GR forms, invoices, obtain customs' clearance and obtain Clean on Board B/L in the format provided by MMTC. Any charges / expenses in this regard are to be borne entirely by the HANDLING AGENT. Any amendment/ change required in the above documents shall be arranged by the HANDLING AGENT.

2.24 The HANDLING AGENT shall be held fully responsible for any loss to MMTC on account of delay in submission of acceptable documents. The HANDLING AGENT is required to arrange to rectify any such discrepancy(s) immediately and inform MMTC accordingly.

2.25 The HANDLING AGENT shall obtain all shipping documents strictly as per the format provided by MMTC and shall be responsible for timely despatch of same to MMTC's designated office(s). In case of any undue delay in the despatch of documents, HANDLING AGENT shall bear the interest loss due to delay in negotiation / realization of the export proceeds.

2.26 The HANDLING AGENT will not sublet/assign in full or part any of the work assigned to him under this Contract without prior consent of MMTC.

2.27 The HANDLING AGENT shall take all necessary precautions by putting wind screen, etc in the place of high heaping of cargo and to avoid mixing of any foreign material.

2.28 The HANDLING AGENT shall be responsible to take suitable measures as mandated by the port and other authorities for reduction/control of pollution during the above operations.

3. MAINTENANCE OF RECORDS/SUBMISSION OF REPORT:

3.1 The HANDLING AGENT shall maintain proper upto date record of Cargo received, shipped/sold vessel wise and submit the same to MMTC as and when demanded.

3.2 The HANDLING AGENT shall submit daily/weekly/monthly stock statements to MMTC from time to time, in respect of stock of cargo in their custody.

3.3 The HANDLING AGENT shall provide all necessary details/ documents to MMTC/Surveyors/Underwriters whenever they have been demanded.

4. LABOUR/STATUTORY REQUIREMENTS:

4.1 The HANDLING AGENT shall arrange labour at its own cost for unloading of Cargo and stacking it in port plot/wharf and loading into vessels.

4.2 The labourers employed by the HANDLING AGENT shall always be the labourers/employees of HANDLING AGENT and MMTC shall have no responsibility / liability whatsoever towards them. The wages and other amenities to them shall be the liability/responsibility of HANDLING AGENT. The HANDLING AGENT shall ensure timely payment of EPF, ESI and any other statutory payments etc. of their labourers / employees.

4.3 The HANDLING AGENT shall be responsible for implementation of all statutory provisions laid down under the Contract Labour (Regulations & Abolition) Act 1970, 1948 and EPF Act, 1952, Workmen Compensation Act, 1973 and Minimum Wages Act and other Rules, Schemes, Regulations and any other law/act enacted in respect of the Workmen employed by him. The HANDLING AGENT shall obtain licence under the Contract Labour (R&A) Act, 1970 and also under the Shops and Establishment and any other relevant Acts or Laws. In every case in which by virtue of the provision of Section 12, Sub-Section(1) of the Workmen's Compensation Act, 1923 or any other law for the time being in force, MMTC is obliged to pay

compensation to a workman employed by the HANDLING AGENT in execution of the work, MMTC will recover from the HANDLING AGENT the amount of the compensation so paid and without prejudice to the rights of MMTC under Section 12, Sub-Section (2) of the said Act, or any other law for the time being in force. MMTC shall be at liberty to recover such amount or any part thereof by deduction from the security deposit or from any sum due by MMTC to the HANDLING AGENT whether under this contract or under any contract, MMTC shall not be bound to contest any claim made against it under Section 12 sub-section (1) of the said Act or any other law for the time being in force except for consideration only at the written request of the HANDLING AGENT and upon his giving to MMTC full security for all acts for which MMTC might become liable in consequence of contesting such claim.

4.4 The HANDLING AGENT shall obtain an Insurance Policy in respect of Workmen employed by him to cover the workmen's compensation to be paid in case of accidents arising out of any activity in the course of employment. MMTC shall be at liberty to recover from the HANDLING AGENT, the amount(s) paid by it due to acts of omission and commission on the part of the HANDLING AGENT and to deduct / recover the same from the security deposit or from any sum payable by the Company to the HANDLING AGENT.

4.5 HANDLING AGENT shall indemnify and keep MMTC fully indemnified and harmless in respect of all actions/suits, claims, demands/liabilities etc., whatsoever, brought against MMTC by the workmen employed by the HANDLING AGENT or any person(s) whatsoever in connection with non-compliance of any of the statutory provisions, rules and regulations that are in force now or amended from time to time.

4.6 The HANDLING AGENT agrees and undertakes not to hypothecate pledge or otherwise create any charges whatsoever on the material lying in his custody and shall indemnify and keep MMTC fully indemnified against any claim whatsoever that may be made by any party/parties on any other account. The HANDLING AGENT shall also not have or claim any lien/charge whatsoever on the material of MMTC even in case of his pending payments from MMTC such disputes are required to be settled separately.

4.7 The rates mentioned in clause 6 of this agreement shall include all costs and HANDLING AGENT is responsible for effecting payments to labourers and adhering to all statutory requirements thereof.

5. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE:

5.1 The HANDLING AGENT shall provide Performance Bank Guarantee in the prescribed format as per **ANNEXURE-III** from any schedule bank other than Co-operative bank, Gramin Bank, Dhanlakshmi Bank and Nainital Bank for Rs.25.00 lakhs (Rupees Twenty Five Lakhs only) in favour of MMTC Limited. The validity of the BG shall be for a period of One year with further claim period of additional three months from the time of signing of this Agreement. MMTC shall be within its right to invoke the B/G at its discretion towards the sums recoverable under this Agreement.

5.2 The liability arising from breach of Agreement by the HANDLING AGENT shall not be restricted to the amount of Bank Guarantee and MMTC reserves its right to resort to other available legal means for realization of loss to its cargo and other consequential losses.

6. RATES:

6.1 The Rates payable by MMTC to the HANDLING AGENT under various heads under this Agreement shall be as per schedule of rates at Appendix 1 to the Agreement.

6.2 The rates agreed with the HANDLING AGENT shall be in force during the currency of the Agreement. There shall be no escalation in basic rates agreed to for whatsoever reason.

7. RIGHTS OF MMTC:

7.1 MMTC reserves the right to appoint one or more HANDLING AGENTs within the same territory and the HANDLING AGENT shall not create any situation which may prevent MMTC from doing so.

7.2 In case the HANDLING AGENT is declared insolvent or is incapacitated from performing the contract due to court order or otherwise, or is found to have grossly deviated from the terms and conditions of the contract, then MMTC has the right to terminate the Agreement and to make alternative arrangements and also recover from the HANDLING AGENT all consequential losses suffered by MMTC.

7.3 MMTC reserves the right to appoint any outside Agency to supervise any or all the operations at any point of time at its cost or nominate its officials for overall supervision.

7.4 MMTC has right to inspect the Cargo under the custody of the HANDLING AGENT at any time and verify relevant records/documents including arrival/despatch register.

8. HANDLING LOSS / SHORTAGES:

8.1 APMDC would be bringing the cargo upto the convenient point as per clause 2.1. The weight determined and acknowledged at that time shall be final for reckoning the quantity received. The difference in the quantity received and quantity shipped together with left over cargo shall not exceed 0.5% of the B/L quantity. Any shortage beyond 0.5% shall be borne by the HANDLING AGENT and MMTC will recover the loss from the bills of the Handling Agent. The difference between LR Quantity and B/L quantity shall be the handling loss.

9. ARBITRATION:

Any dispute or difference whatsoever arising between MMTC and the HANDLING AGENT, out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration by Sole Arbitrator to be nominated by Chairman and Managing Director of MMTC (CMD). The provisions of arbitration and Conciliation Act, 1996 shall apply to such arbitration proceedings. The venue of the arbitration shall be at Chennai.

10. GENERAL:

10.1 The HANDLING AGENT shall preferably have their office at the port with email, fax and telephone facilities. MMTC shall not bear any expenses on account of Calls, Fax, email sent to MMTC Office(s).

10.2 The HANDLING AGENT shall have to undertake necessary liaison/follow-up with Government Agencies, APMDC, custom authorities, port authorities & other agencies, as may be required, for smooth operation of Agreement from time to time.

11. FORCE MAJEURE:

Either party shall be relieved of its obligations and responsibilities under this contract if the performance of this contract is wholly or partially prevented and/or delayed by act of God and any other cause or causes beyond the control of either party such as fires, floods, strikes, lockouts, riots or civil commotion, epidemics, war and acts of Government. etc. Either party shall promptly i.e. within 15 days give notice to the other party of any force majeure given even effecting its obligations under this contract supported by documentary evidence such as certificate of Chamber of Commerce or of any other competent authority connected with the cause. If such notice is given, the obligations and responsibilities of the party giving such notice as well as the corresponding obligations and responsibilities of the other party shall be relieved to the extent made necessary by and continuance of force majeure. If such condition continues for more than 90 days, this agreement shall be deemed to be inoperative and parties shall be relieved from the respective obligations.

12. AMENDMENT:

Any amendments or changes to this Agreement shall be valid only when both the parties to said Agreement mutually agree and sign the amendment(s).

13. NOTICES :

Any notices by either party to the other shall be deemed to have been properly given if couriered or mailed to the said party by registered mail at the address set forth in the preamble to the Agreement contained herein unless and until another address shall have been specified in writing by either of the parties to the agreement.

14. VALIDITY:

14.1 This Agreement will be valid for a period of one year commencing from the date of signing. However, the Agreement may be extended by mutual consent of the parties.

14.2 MMTC reserves the right to extend this Agreement for further period of 6 (six) months on existing terms & conditions.

14.3 This Agreement can be terminated at any time by MMTC by giving one month notice to HANDLING AGENT in case the former is not satisfied with later's working/performance. In that event the HANDLING AGENT shall not be entitled for any compensation due to such termination. The HANDLING AGENT shall hand over/move the cargo available with them to MMTC's nominated plot where MMTC would like the cargo to be moved to, in case of such termination.

In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation or clarification provided by MMTC shall prevail and shall be final and binding on the HANDLING AGENT.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS THIS AGREEMENT ON _____

For and on behalf of
M/S. MMTC LIMITED

For and on behalf of
M/s. _____

Witness:

1.

2.

APPENDIX – 1 TO THE AGREEMENT**A) SCHEDULE OF RATES**

Sl. No.	Description of Activities	Rate Per MT (in Rupees)
1.	Receipt, weighment, unloading from trucks at designated plot and leveling and stacking. (Rate per MT for quantity received)	
2.	Transportation to wharf and loading into vessel as per stowage plan and loading sequence and return of leftover cargo to designated plot. (Rate per MT for B/L quantity).	
3.	All documentation work (per vessel).	
4.	Plot Rent (if arranged by Handling Agent on their own). As per para 2.19	
5.	Service tax extra at actuals. Income tax or any other tax levied by State/Central Government during the pendency of the agreement would be deducted at source.	

B) OTHERS:

The schedule of rates listed above covers all activities right from receipt of cargo to shipment and documentation. Therefore, no claim for any miscellaneous or sundry expenses, incurred by the HANDLING AGENT related to shipment of cargo shall be entertained by MMTC.

Any claim for damages lodged by the owner of the vessel/port authorities in respect of shipment shall be settled by the HANDLING AGENT directly without recourse to MMTC.

C) SUBMISSION OF BILLS:

The HANDLING AGENT may raise invoice for activity listed at Sl.No. 1 in Part A of this Appendix on fortnightly basis.

For activity listed at Sl.No. 2 of Part A of this Appendix, MMTC shall release 80% of the amount due on completion of shipment supported by Clean on Board B/L and other relevant

documents within 7 working days from the date of receipt of bill. Balance 20% shall be released within next 15 days to the HANDLING AGENT after adjustments, if any.

While releasing payment to the HANDLING AGENT, following deductions will be made from the bills:

(A) TDS as per prevailing provisions of the Income Tax Act and any other tax levied by the State/Central Govt. during the currency of the agreement.

(B) Losses or Damages suffered by MMTC for the reasons attributable to the HANDLING AGENT.

(C) Any demurrage / detention suffered by MMTC for the reasons attributable to the HANDLING AGENT will be as per Clause 2.2.

(D) Any demurrage suffered by MMTC for the reasons attributable to the HANDLING AGENT will be as per Clause 2.22.

(E) Value of loss towards handling loss(es)/shortages suffered by MMTC will be as per Clause No. 2.9.

(F) Amount due from the HANDLING AGENT, on any other account under this contract or any other contract.

(G) Loss or damage to property of vessel/ port or plot, on account of negligent working of labourers of HANDLING AGENT.

TENDER NO: MMTC/CHEN/BARYTES/2015-16/01 DATED 27.04.2015

TECHNO-COMMERCIAL BID

1. Name & communication address of Bidder
Website address & E.mail ID _____ Mob. No. _____
Year of Establishment/incorporation/registration of the firm/company _____
2. List of documents attached with Bid as per clause 2 of the tender: YES/NO
3. Names of sole proprietor/partner/Director,
4. Name & Designation of the Authorized Signatory & contact person
Full Address, Telephone number, fax number, mail ID.
5. Customs house licence no. of the agency _____
6. Labour contract license form IV Rule 21(1)
7. Stevedoring licence no. of the agency _____
8. Letter of authorization from Government ports issued to agency/associate _____
9. Whether owning lorries for undertaking transportation job from nominated plot to wharf: _____.
(a) No of covered lorries / trailers owned (proof to be enclosed)
(b) No of lorries / trailers that can be mustered (proof to be enclosed)
(c) Any other equipment (proof to be enclosed)
10. Whether the agency is agreeable to enter into agreement for a period of one year..
11. **Financial Details (All figures to be mentioned in Rs.) for 3 Years**

Financial Year	Turnover (Rs.in Crore)	Net Worth as on close of FY (Rs in crore)
2013-14		
2012-13		
2011-12		

12. Details of experience with Orders executed (Bidders may provide the detail duly certified by Chartered Accountant) for 3 Years

Years	Name of Client	Products handled	Qty. Handled (MTs)	Value of work executed (Rs.) Lakhs
2013-14				
2012-13				
2011-12				

13. Name, address, account number, IFSC/NEFT code of the banker_____
14. Income Tax permanent account no of the bidder (certified copy as proof to be enclosed)____
15. Service tax registration no. of the bidder (certified copy as proof to be enclosed)_____
16. EPF/ESI no. of the bidder (certified copy as proof to be enclosed)_____
17. Details of Earnest Money Deposit:
Demand Draft/Pay Order number & Date (To be attached in original)

Name& branch of the Issuing Bank _____
Amount Rs. _____
18. Name of the authorized contact person_____

Declaration

1. We have carefully gone through the terms and conditions of the tender and hereby agree to abide by the same without any conditions/deviations. A signed and stamped copy of the tender document is being enclosed herewith, towards our unconditional acceptance of the tender terms and conditions.

2. The bidders are advised to sign and stamp each and every page of the tender document as a token of acceptance of the terms & conditions.

3. We hereby declare that we are well aware and conversant with the rules and regulations of the working of the Chennai port trust, Customs rules and regulations including the various locations & geography of the port.

We do hereby declare that the above details are correct to the best of my knowledge and belief and nothing has been concealed thereof.

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

Sign of Bidder with Stamp:

Place:

Date:

PRICE BID – SCHEDULE OF RATES

Sl. No.	Description of Activities	Rate Per MT (in Rupees)
1.	Receipt, weighment, unloading from trucks at designated plot and leveling and stacking. (Rate per MT for quantity received)	
2.	Transportation to wharf and loading into vessel as per stowage plan and loading sequence and return of leftover cargo to designated plot. (Rate per MT for B/L quantity).	
3.	All documentation work (per vessel).	
4.	Plot Rent (if arranged by Handling Agent on their own). As per para 2.19	
5.	Service tax extra at actuals. Income tax or any other tax levied by State/Central Government during the pendency of the agreement would be deducted at source.	

The price bid will be valid till one month from the date of opening of the financial bids.

Place: _____

Date: _____

Contractor

Signature _____

Name _____

Designation _____

Company Seal/Stamp

Annexure -III**PERFORMANCE BANK GUARANTEE FORMAT**

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

MMTC Limited,
6, Essar House,
Esplanade,
Chennai-600108

Whereas M/s. MMTC Limited, is a Govt. of India Enterprise having its Regd. Office at : Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 having its Regional Office at MMTC Limited, 6, Essar House House, Esplanade, Chennai-600108 (hereinafter called 'MMTC') which term shall include the successors and assigns, has signed agreement for unloading, handling, stevedoring and CHA works for export of Barytes lumps through Chennai Port .

AND WHEREAS one of the conditions of the Contract is that the successful bidder shall furnish Performance Bank Guarantee of Rs.25.00 lakhs (Rupees Twenty Five Lakhs only).

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

NOW THIS GUARANTEE MADE ON _____ WITNESSETH AS UNDER:-

1. Against Contract No./LOA _____ Dated 00/05/2015 entered into between the MMTC (hereinafter called the 'MMTC') and M/s _____ (hereinafter called the Agency) this is to confirm that at the request of the Agency, we _____ (Bank) hereby unconditionally and irrevocably guarantee to pay to MMTC immediately on its first demand. Rs..... without demur, protest or contest, reference to Applicant and without any condition or proof as soon as a first demand in writing is received from MMTC Limited, for any failure /default in performing any term and condition of handling agency agreement No..... Any such demand made on the Bank by MMTC shall be final and conclusive and binding on us as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....
2. We also undertake to pay to MMTC any money so demanded notwithstanding any dispute or disputes raised by applicant or any other party in any proceedings pending before any Court of Tribunal, our liability under this presents being absolute and unequivocal. The payment made by us under Guarantee this shall be valid discharge of our liability for payment therein and the applicant shall have no claim against us for making such payment.

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

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

Signed and delivered this.....day of.....May, 2015 at Chennai.

Sign. of Authorised Official of Bank

Witnesses:

- 1.
- 2.

ANNEXURE –IV.

Proforma of declaration regarding banning of business dealings.
(To be submitted on the letterhead of the bidder)

In case of proprietary concern

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s Which is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”.

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the partner.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

In case of partnership firm

We hereby declare that neither we, M/s Which is submitting the accompanying bid nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”.

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

In case of Company

We hereby declare that we, M/s are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the undersigned:

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

It is understood that if this declaration is found to be false, MMTC shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place
Date

Signature of bidder
Name & Designation of the signatory.