

**TENDER FOR APPOINTMENT OF CHA FOR CLEARING, HANDLING,  
TRANSPORTATION, FORWARDING AND STEVEDORING JOBS FOR EXPORT OF FCI  
WHEAT EX-PIPAVAV PORT**  
**TENDER NO: MMTC/AHD/AGRO/CHA/2013-14/01 DTD. 09/11/2013**  
**CLOSING ON 15/11/2013**

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**TERMS & CONDITIONS FOR TENDER:**

1. Bids are invited for appointment of CHA from such CHA who are holding valid Customs House and stevedoring License of Pipavav Port for Clearing, Handling, Transportation, Forwarding and Stevedoring jobs for Export of FCI wheat in bulk.
2. MMTC intend to handle a quantity of approx. 80,000 MT to 100,000 MT +/-10% of wheat in bulk per month. However, no minimum guarantee for quantity to be handled will be given by MMTC. MMTC reserves the right to increase or decrease the quantity at its sole discretion.
3. Filled-up Signed bids and tenders should be submitted in prescribed TENDER FORM (Proforma enclosed) in (A) & (B) separately in properly sealed envelopes addressed to **“THE GENERAL MANAGER, MMTC LIMITED, 2, Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad-380 014”** mentioning clearly on the sealed envelopes **“TENDER DOCUMENTS FOR APPOINTMENT OF CHA FOR WHEAT EXPORT”**. The last date for submitting Tender is 15<sup>th</sup> November, 2013 upto 1500 Hrs IST. Tender shall be opened on the same day at 1530 Hrs IST. Bidders or their authorized representatives may attend the tender opening, if they wish to do so.
4. The tender should be accompanied by an Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand Only) in form of a crossed Demand Draft/Pay Order drawn on any Scheduled Bank (other than co-operative bank) payable at Ahmedabad in favour of “MMTC Limited”. Any tender not accompanying EMD as per above requirement will be summarily rejected.
5. The tender rates of the successful bidder should be valid for a period of 20 days from opening of the tender. The successful bidder shall be required to deposit with MMTC Limited within 5 days of the acceptance of the tender a Performance Guarantee, irrevocable Bank Guarantee in the prescribed format provided by MMTC Ltd. from any Scheduled Bank (other than Co-Operative Banks) for 5% of the Contract Value (tonnage x price of the cargo) subject to a maximum of Rs 25 lakhs in favor of MMTC Limited, for proper performance of Agreement.
6. MMTC Limited may reject any or all tenders at its own discretion without assigning any reasons.
7. Successful bidder will be required to sign the contract for “Handling Agency Agreement for Wheat Export” as per part-III of the tender document on non-judicial stamp paper of Rs. 100/-

**PART-A**  
**Technical Bid (Part – I)**

1. NAME & ADDRESS OF THE CHA AND ITS CONSTITUTION : \_\_\_\_\_  
(i.e., whether a Company, Partnership Firm, Proprietary Concern, Individual, etc.)  
(Certified Copy to be enclosed)
2. NAME OF THE PROPRIETER/PARTNERS/DIRECTORS : \_\_\_\_\_  
WITH TELEPHONE NUMBERS, FAX NUMBERS : \_\_\_\_\_  
(IDENTITY PROOFS OF DEALING PERSONS AND DETAILS OF IMMOVABLE  
PROPERTY OWNED BY PROPRIETER / PARTNERS / DIRECTORS TO BE ENCLOSED)
3. YEAR OF ESTABLISHMENT : \_\_\_\_\_
4. A) CUSTOMS HOUSE LICENSE NUMBER : \_\_\_\_\_  
B) STEVEDORING LICENSE NUMBER : \_\_\_\_\_  
C) LETTER OF AUTHORISATION FROM PIPAVAV PORT : \_\_\_\_\_  
(CERTIFIED PHOTOCOPY TO BE ENCLOSED)
5. NAME & ADDRESS OF BANKS : a) \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_  
: b) \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_  
: c) \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_
6. WHETHER OWNING LORRIES FOR UNDERTAKING  
REQUIRED TRANSPORTATION JOB  
A) NO. OF LORRIES OWNED : \_\_\_\_\_  
B) NO. OF LORRIES CAN BE MUSTERED : \_\_\_\_\_  
C) ANY OTHER EQUIPMENT : \_\_\_\_\_
7. WHETHER THE CHA IS AGREEABLE TO ENTER INTO  
AGREEMENT FOR A PERIOD OF ONE YEAR : \_\_\_\_\_
8. INCOME TAX PERMANENT ACCOUNT NUMBER : \_\_\_\_\_  
(CERTIFIED PHOTOCOPY AS PROOF TO BE ENCLOSED)

**(TO BE SIGNED AND STAMPED BY BIDDER)**

## **Requisites and Scope of Work ( Part – II)**

The CHA shall have to guarantee the following services:

1. CHA must possess valid license in their name as Custom House Agent and Stevedoring License of Pipavav Port for undertaking handling operations and export of wheat at Pipavav Port.
2. CHA shall also provide an authority letter from Pipavav Port authorizing them for handling of cargo at railway sheds/railway sidings, transportation of cargo to/from godowns, stacking/destacking of cargo in godowns, clearing, handling and stevedoring at Pipavav Port.
3. CHA should have proper security arrangement against loss or damage to the cargo during unloading of cargo from railway wagons, handling of cargo at railway sheds/railway siding, transportation to/from godowns, stacking/de-stacking of bags at godowns, bulking, loading and unloading at various points.
4. CHA should have their office at Pipavav Port.
5. All losses including demurrage, detention resulting in delayed vessel loading, would be to the account of Clearing and Handling Agent.
6. All losses including extra wharfage, detention and/or demurrage resulting in non-achievement of the guaranteed rate of unloading and/or loading of cargo at various points would be to the account of CHA. Despatch, if any earned, would be to MMTC's account.
7. The rates agreed with the CHA shall be in force during the validity of the agreement. There shall be no escalation in rates agreed for whatsoever reasons.
8. CHA will take adequate precaution to avoid contamination of cargo with foreign matter while transporting for loading into vessel and also during handling.
9. The dumpers/trucks used for movement of wheat should have tarpaulin covers.
10. CHA will also take protection by putting wind screens in the places of high heaping and avoid contamination with foreign matter.
11. The laborers/employees employed of CHA shall be laborers/employees of CHA and MMTC has no responsibility/liability whatsoever towards them. The wages and other amenities to them shall be responsibility/liability of CHA. The CHA shall ensure timely payment of PF, ESI, etc. of their laborers/employees.
12. The CHA shall be responsible for implementation of all statutory provisions of various Labor Laws such as the Contract Labor (Regulations & Abolition) Act 1970, Act 1948 and EPF act 1952. Workmen Compensation Act, 1923 and Minimum Wages Act and other Rules, schemes, Regulations made in respect of the Workmen employed by him. The CHA shall obtain license under the Contract Labor (Regulations & Abolition) Act 1970 and also under the Shops and Establishment Act and any relevant acts on Laws.

### 13. DUTIES AND RESPONSIBILITIES OF CHA / SCOPE OF WORK

- 13.1. The CHA shall make arrangements to receive/take delivery of goods on behalf of MMTC and coordinate all activities including identification of stocks with inspection agencies/buyer's representative, storage, de-bagging, re-bagging, clearing, upgradation, standardization, stevedoring etc. to complete in terms of the contract. The CHA will ensure only approved goods are transported and loaded. FCI would supervise the unloading and note down the quantity handed over to CHA based on weighment of wheat cargo.
- 13.2. The CHA shall arrange transportation of goods from railway shed /siding after weighment. The weighment shall be recorded for each truck by the CHA and proof shall be produced to MMTC, as and when demanded. MMTC shall have the right to nominate its officials/or their representative to supervise the operations.
- 13.3. The CHA shall be solely responsible for the safety of the goods and shall not move or transport the goods from one place to another without instructions in writing from MMTC. The CHA shall accept full responsibility for any act of theft, criminal mis-appropriation and breach of trust in respect of MMTC's goods entrusted to the CHA by any such event. The CHA shall be fully responsible and indemnify MMTC for any loss or damage to the goods, claim of whatsoever nature because of improper storage and handling of stock on behalf of MMTC. The CHA shall compensate MMTC for any loss/damage to stock while goods are under the CHA's custody. The compensation for loss/damage shall be payable to MMTC at market value of the stock as ascertained by MMTC.
- 13.4. The CHA shall not hypothecate or mortgage or create any lien/charges whatsoever on the goods received by them on behalf of MMTC. The CHA shall also have no right to withhold the delivery of the goods in any circumstances for whatever reason irrespective of any of their part-claim also. CHA shall fully indemnify and shall keep MMTC fully indemnified against any claim, loss/damages whatsoever that may be incurred or made by any parties on MMTC.
- 13.5. It shall be the responsibility of the CHA to make all arrangements like providing adequate labour and other necessary equipments, required for lifting the goods.
- 13.6. The CHA shall be responsible for proper handling, for taking all precautions and security arrangements against loss or damage to the goods. The CHA shall accept full responsibility for any act of theft, burglary, criminal mis-appropriation and breach of trust in respect of MMTC's goods entrusted to the CHA. For non delivery or short delivery of the consignments MMTC shall reserve the right to impose penalty at the rate to be determined by it from time to time in addition to recovering the cost of the material. Such determination of penalty by MMTC shall be final and binding on the CHA.

- 13.7. It shall be the sole responsibility of CHA to protect the goods from damages, during transportation stocking and loading into the ship. The CHA shall maintain a proper account of quantity lifted. Proper security should be maintained by CHA from the time of receipt of wheat after railhead clearance till ultimate exports or return to MMTC/FCI.
- 13.8. At the time of shipment the CHA shall arrange transportation of goods after pre-inspection, survey and weighment to wharf for effecting shipments.
- 13.9. The CHA shall arrange sufficient labour, trucks, dumpers etc. at their own cost for loading of goods into Ship in time.
- 13.10. The CHA shall make all arrangements to bring back the unexported/rejected/surplus cargo due to any reasons to the nearest FCI godown for storage without any charges.
- 13.11. CHA will arrange godowns at port for storage of goods before loading into the vessel. The CHA should have proper storage facilities at Port.
- 13.12. The CHA shall arrange for inspection of vessel hatches/holds by the surveyor and supervise and co-ordinate fumigation after loading of the material into the vessel. They shall also obtain certificate to this effect to the satisfaction of MMTC.
- 13.13. The CHA shall take stevedoring of FOB ST Shipments for which charges would be paid as per scheduled rates.
- 13.14. CHA shall guarantee minimum loading rate of 7,000 MT per day or prorata or relevant charter party rates, whichever is higher. In case of shipment of goods in bags loading rate shall be as per Charter party agreed rate or as agreed by MMTC with CHA ,whichever is higher.
- 13.15. In case of shipment of goods in bulk, the CHA shall be responsible/liable for retrieving all empty bags, counting, bundling the same and storing up to 60 days from the date of shipments in the godown before the same is disposed of by MMTC. Full details of the bags/quantity of wheat shall be kept by CHA shipment-wise. Any shortage will be to the account of CHA and MMTC shall have the right to recover such amount from the bills payable to the CHA.
- 13.16. The CHA shall prepare and file with concerned authorities all documents like shipping bill, GR form, invoices, obtain custom clearance, arrange pre-shipment survey, sampling/weighment, etc. and obtain clean Ocean Bill of Lading upon shipment, any charges/expenses in this regard are to be borne entirely by CHA. Any amendment/changes required in the documents, shall be carried out by CHA. CHA shall be hold fully responsible for any loss to MMTC on account of discrepancy in documents. CHA is required to rectify any such discrepancy immediately and inform MMTC accordingly.

- 13.17. The CHA shall obtain all shipping documents strictly in terms of Letter of Credit such as PPQ Certificate/Phytosanitary Certificate, Certificate of Origin, Inspection Certificate, Fumigation Certificate, etc and shall be responsible for timely dispatch (within two days after shipment) of same to MMTC Limited, Ahmedabad office. In case of any delay in the dispatch of documents, CHA shall bear the interest loss due to delay in negotiation/realization of the proceeds.
- 13.18. MMTC's buyers would be nominating geared as well gearless vessels. CHA has to make necessary arrangements of equipments such as crane, hooks, grab etc for loading material into gearless vessels.
- 13.19. The CHA shall arrange all equipments as required for the execution of job for export of wheat including lifting till loading into the vessel.
- 13.20. The CHA shall arrange sufficient labour at its own cost for loading of goods from godowns, bleeding and bulking of material, movement of material to wharf and loading into vessel.
- 13.21. All losses including extra wharfage, detention and/or demurrage resulting in non-achievement of the guaranteed rate of unloading and/or loading of cargo at various points would be to the account of CHA. Despatch, if any earned, would be to MMTC's account.
- 13.22. Scope of Operations

#### Cargo Receipt

- RR/Bond Submission to Railways
- Decide storage plan
- Tare Weight of empty trucks (before 5 hours of rake arrival)
- Rake arrival and Placement
- Bagged Cargo Receipt (Rail)
- Rake unloading through labours
- Rake release

#### Warehouse activities

- Capacity of warehouses to be hired - 80,000 MT to 100,000 MT +/-10%
- Bagged cargo transfer from railhead to warehouse via weighbridge
- Pala cargo collection and transfer from rail head via weighbridge
- Inward cargo weight recorded rakewise
- Bagged cargo stacking at warehouse (Slotwise)
- Workslip receipt & invoicing
- House Keeping, truck cleaning and pala collection and cleaning
- Fumigation of bagged & pala cargo and pala screening and bagging (approx. 7 days required after fumigation to open the covers of stacked cargo.)

### Cargo shifting

- Godown to godown cargo shifting (only in case of requirement)
- Re-stacking of cargo at warehouse
- House keeping, truck cleaning and pala collection & Cleaning.

### Cargo sampling

- Cargo sampling and quality survey by nominated surveyor
- Sampling results for delivery(sampling result takes 3-4 days)

### Bulking

- Destacking of bagged cargo for bulking
- Transfer of bagged cargo from warehouse to bulking area via weighbridge
- Cutting of bags & bulking of cargo. Heaping & high heaping (bulking instructions to be received atleast 10 days before vessel nomination.
- Bulk cargo transfer to jetty via weighbridge (Weighbridge weight shall be treated as final for receipt/deliveries of cargo)

### Vessel Loading

- Vessel Nomination by MMTC
- Vessel loading using agro net
- Fumigation inside hatch
- Jetty cleaning, House keeping & Pala collection
- Transfer of Bulk cargo back to godowns
- Workslip Receipt & invoicing
- Reconciliation of cargo

### Empty Bags Management

- Delivery of Empty bags
- Reconciliation of empty bags.

## 14. Maintenance of Records/Submission of Reports:

- 14.1. The CHA shall maintain proper upto date record of goods received/stacked/bulked/shipped, empty bags received/sold vessel-wise repeat vessel-wise on FIFO basis and submit to MMTC as and when demanded.
- 14.2. The CHA shall submit daily/weekly/monthly stock statements to MMTC from time to time in respect of goods and number of empty bags in its custody.
- 14.3. The CHA shall provide all necessary details/documents to

MMTC/Surveyors/Underwriters whenever they have been demanded.

- 14.4. CHA would not suspend carrying out the job assigned to him during currency of the contract for whatsoever reasons. It may be as otherwise the BG submitted will liable to be forfeited and CHA will not have any claim for reimbursement.
15. The detailed terms and conditions laid down in PART-III (HANDLING AGENCY AGREEMENT FOR EXPORT OF WHEAT) of tender documents shall be deemed as part and parcel of entire tender terms.



**Draft Agreement (Part – III)**

**HANDLING AGENCY AGREEMENT FOR EXPORT OF WHEAT BETWEEN MMTC LTD & M/s.-----AT THE PORT OF PIPAVAV**

AGREEMENT NO.-----

This Agreement is made at Ahmedabad on ----- between MMTC Limited, a Company registered under The Companies Act, 1956 having its Regional office at MMTC Limited, 2 Nagindas Chambers, Usmanpura, Ashram Road, Ahmedabad-380 014 and its registered office ‘Core 1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, hereinafter called “MMTC” which expression unless repugnant to the context shall mean and include its representatives and assigns of the FIRST PART.

AND

M/s. ----- a Company / Partnership / Proprietorship concern having its registered office/ office at ----- called ‘CHA’, which expression shall unless repugnant to the context shall mean and include its successors, representatives, executors and assigns of the SECOND PART.

AND WHEREAS THE MMTC has accepted the offer of ----- to be its Clearing and Handling Agent (CHA) at Pipavav port.

AND WHEREAS M/s. ----- have agreed to work as CHA for MMTC for export of wheat (hereinafter referred as “Goods”) from Pipavav Port as per the terms and conditions and scope of work detailed hereunder:

NOW IT IS HEREBY AGREED BY AND BETWEEN PARTIES HERETO AS HEREUNDER:

**1. APPOINTMENT OF HANDLING AGENT**

- 1.1 MMTC appointed CHA agrees to act as the Handling Agent for unloading of rakes at railway head/railway sidings, weighing, transportation of goods to MMTC/CHA’s hired godowns for storage/stacking, bleeding and bulking of goods in godowns, loading from godowns, transporting, clearing, forwarding, stevedoring, loading into vessel from wharf/jetty, shipping of bulk/bagged wheat at Pipavav Port premises for a period of one year with effect from -----  
---- MMTC may at its sole discretion extend this contract for a further period of 3 (three) months at same terms and conditions with its sole discretion.
- 1.2 The CHA shall carry out all requisite operations/acts even beyond expiry period of contract if MMTC so instructs in respect of vessels which serve NOR or commence loading before expiry of Contract.

**2. LICENCE**

- 2.1. It is explicitly agreed and confirmed by the CHA that they possess/have authorized CHA activities to -----, who use valid CHA license bearing No. ----- dated ----- issued in the name of ----- for undertaking CHA activities of Wheat cargo at Pipavav Port. This license is valid up to -----

- 2.2. CHA shall ensure that the said CHA license will always be kept valid during the pendency of this agreement.
- 2.3. If at any time during pendency of the agreement the said CHA license is cancelled by the Pipavav Port Authority for any reason, what so ever, the CHA shall immediately inform MMTC and would also indemnify MMTC for all consequential costs including demurrage, price difference and profit loss etc. also provide alternate services at his costs and expenses.

### 3. DUTIES AND RESPONSIBILITIES OF CHA/SCOPE OF WORK:

- 3.1. The CHA shall make arrangements to receive/take delivery of goods on behalf of MMTC and coordinate all activities including identification of stocks with inspection agencies/buyer's representative, storage, de-bagging, re-bagging, clearing, upgradation, standardization, stevedoring etc. to complete in terms of the contract. The CHA will ensure only approved goods are transported and loaded. FCI would supervise the unloading and note down the quantity handed over to CHA based on weighment of wheat cargo.
- 3.2. The CHA shall arrange transportation of goods from railway shed /siding after weighment. The weighment shall be recorded for each truck by the CHA and proof shall be produced to MMTC, as and when demanded. MMTC shall have the right to nominate its officials/or their representative to supervise the operations.
- 3.3. The CHA shall be solely responsible for the safety of the goods and shall not move or transport the goods from one place to another without instructions in writing from MMTC. The CHA shall accept full responsibility for any act of theft, criminal mis-appropriation and breach of trust in respect of MMTC's goods entrusted to the CHA by any such event. The CHA shall be fully responsible and indemnify MMTC for any loss or damage to the goods, claim of whatsoever nature because of improper storage and handling of stock on behalf of MMTC. The CHA shall compensate MMTC for any loss/damage to stock while goods are under the CHA's custody. The compensation for loss/damage shall be payable to MMTC at market value of the stock as ascertained by MMTC.
- 3.4. The CHA shall not hypothecate or mortgage or create any lien/charges whatsoever on the goods received by them on behalf of MMTC. The CHA shall also have no right to withhold the delivery of the goods in any circumstances for whatever reason irrespective of any of their part-claim also. CHA shall fully indemnify and shall keep MMTC fully indemnified against any claim, loss/damages whatsoever that may be incurred or made by any parties on MMTC.
- 3.5. It shall be the responsibility of the CHA to make all arrangements like providing adequate labour and other necessary equipments, required for lifting the goods.

- 3.6. The CHA shall be responsible for proper handling, for taking all precautions and security arrangements against loss or damage to the goods. The CHA shall accept full responsibility for any act of theft, burglary, criminal mis-appropriation and breach of trust in respect of MMTC's goods entrusted to the CHA. For non delivery or short delivery of the consignments MMTC shall reserve the right to impose penalty at the rate to be determined by it from time to time in addition to recovering the cost of the material. Such determination of penalty by MMTC shall be final and binding on the CHA.
- 3.7. It shall be the sole responsibility of CHA to protect the goods from damages, during transportation stocking and loading into the ship. The CHA shall maintain a proper account of quantity lifted. Proper security should be maintained by CHA from the time of receipt of wheat after railhead clearance till ultimate exports or return to MMTC/FCI.
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- 3.9. The CHA shall arrange sufficient labour, trucks, dumpers etc. at their own cost for loading of goods into Ship in time.
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- 3.11. CHA will arrange godowns at port for storage of goods in before loading into the vessel. The CHA should have proper storage facilities at Port.
- 3.12. The CHA shall arrange for inspection of vessel hatches/holds by the surveyor and supervise and co-ordinate fumigation after loading of the material into the vessel. They shall also obtain certificate to this effect to the satisfaction of MMTC.
- 3.13. The CHA shall take stevedoring of FOB ST shipments for which charges would be paid as per scheduled rates.
- 3.14. CHA shall guarantee minimum loading rate of 7,000 MT per day or prorata or relevant charter party rates, whichever is higher. In case of shipment of goods in bags loading rate shall be as per Charter party agreed rate or as agreed by MMTC with CHA ,whichever is higher.
- 3.15. In case of shipment of goods in bulk, the CHA shall be responsible/liable for retrieving all empty bags, counting, bundling the same and storing up to 60 days from the date of shipments in the godown before the same is disposed of by MMTC. Full details of the bags/quantity of wheat shall be kept by CHA shipment-wise. Any shortage will be to the account of CHA and MMTC shall have the right to recover such amount from the bills payable to the CHA.

- 3.16. The CHA shall prepare and file with concerned authorities all documents like shipping bill, GR form, invoices, obtain custom clearance, arrange pre-shipment survey, sampling/weighting, etc. and obtain clean Ocean Bill of Lading upon shipment, any charges/expenses in this regard are to be borne entirely by CHA. Any amendment/changes required in the documents, shall be carried out by CHA. CHA shall be hold fully responsible for any loss to MMTC on account of discrepancy in documents. CHA is required to rectify any such discrepancy immediately and inform MMTC accordingly.
- 3.17. The CHA shall obtained all shipping documents strictly in terms of Letter of Credit such as PPQ Certificate/Phytosanitary Certificate, Certificate of Origin, Inspection Certificate, Fumigation Certificate, etc and shall be responsible for timely dispatch (within two days after shipment) of same to MMTC Limited, Ahmedabad office. In case of any delay in the dispatch of documents, CHA shall bear the interest loss due to delay in negotiation/realization of the proceeds.
- 3.18. MMTC's buyers would be nominating geared as well gearless vessels. CHA has to make necessary arrangements of equipments such as crane, hooks, grab etc for loading material into gearless vessels.
- 3.19. The CHA shall arrange all equipments as required for the execution of job for export of wheat including lifting till loading into the vessel.
- 3.20. The CHA shall arrange sufficient labour at its own cost for loading of goods from godowns, bleeding and bulking of material, movement of material to wharf and loading into vessel.
- 3.21. All losses including extra wharfage, detention and/or demurrage resulting in non-achievement of the guaranteed rate of unloading and/or loading of cargo at various points would be to the account of CHA. Despatch, if any earned, would be to MMTC's account.

3.22. Scope of Operations

Cargo Receipt

- RR/Bond Submission to Railways
- Decide storage plan
- Tare Weight of empty trucks(before 5 hours of rake arrival)
- Rake arrival and Placement
- Bagged Cargo Receipt (Rail)
- Rake unloading through labours
- Rake release

Warehouse activities

- Capacity of warehouses to be hired – 80,000 to 100,000 MT +/-10%

- Bagged cargo transfer from railhead to warehouse via weighbridge
- Pala cargo collection and transfer from rail head via weighbridge
- Inward cargo weight recorded rakewise
- Bagged cargo stacking at warehouse (Slotwise)
- Workslip receipt & invoicing
- House Keeping, truck cleaning and pala collection and cleaning
- Fumigation of bagged & pala cargo and pala screening and bagging (approx. 7 days required after fumigation to open the covers of stacked cargo.)

#### Cargo shifting

- Godown to godown cargo shifting (only in case of requirement)
- Re-stacking of cargo at warehouse
- House keeping, truck cleaning and pala collection & Cleaning.

#### Cargo sampling

- Cargo sampling and quality survey by nominated surveyor
- Sampling results for delivery(sampling result takes 3-4 days)

#### Bulking

- Destacking of bagged cargo for bulking
- Transfer of bagged cargo from warehouse to bulking area via weighbridge
- Cutting of bags & bulking of cargo. Heaping & high heaping (bulking instructions to be received atleast 10 days before vessel nomination.
- Bulk cargo transfer to jetty via weighbridge (Weighbridge weight shall be treated as final for receipt/deliveries of cargo)

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- Vessel loading using agro net
- Fumigation inside hatch
- Jetty cleaning, House keeping & Pala collection
- Transfer of Bulk cargo back to godowns
- Workslip Receipt & invoicing
- Reconciliation of cargo

#### Empty Bags Management

- Delivery of Empty bags
- Reconciliation of empty bags.

#### 4. Maintenance of Records/Submission of Reports:

- 4.1. The CHA shall maintain proper upto date record of goods received/stacked/bulked/shipped, empty bags received/sold vessel-wise on FIFO basis and submit to MMTC as and when demanded.
- 4.2. The CHA shall submit daily/weekly/monthly stock statements to MMTC from time to time in respect of goods and number of empty bags in its custody.
- 4.3. The CHA shall provide all necessary details/documents to MMTC/Surveyors/Underwriters whenever they have been demanded.
- 4.4. CHA would not suspend carrying out the job assigned to him during currency of the contract for whatsoever reasons. It may be as otherwise the BG submitted will liable to be forfeited and CHA will not have any claim for reimbursement.

## 5. LABOUR/STATUTORY REQUIREMENTS:

- 5.1. The CHA shall arrange labour at its own cost for unloading of cargo from railway wagons, loading/unloading of cargo into trucks, stacking of cargo in godowns, lifting of cargo from godowns to loading goods into the vessel.
- 5.2. The labourers employed by the CHA shall always be the labourers/employees of CHA and MMTC shall have no responsibility/liability of whatsoever nature towards them. The wages and other amenities to them shall be the liability/responsibility of CHA. The CHA shall ensure timely payment of PF, ESI and any other statutory payments etc. of their labourers / employees as per their entitlement.
- 5.3. The CHA shall be responsible for implementation of all statutory provisions of various Labour Laws such as Contract Labour (Regulations & Abolition) Act 1970, 1948 and EPF Act, 1952, Workmen Compensation Act, 1973, and Minimum Wages Act and other Rules, Schemes, Regulations made in respect of the Workmen employed by him. The CHA 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 CHA in execution of the work, MMTC will recover from the CHA 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 CHA 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 CHA and upon his giving to MMTC full security for all acts for which MMTC might become liable in consequence of contesting such claim.
- 5.4. The CHA 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 CHA, the amount(s) paid by it due to acts of omission and commission on the part of the CHA and to deduct / recover the same from the security deposit or from any sum payable by the Company to the CHA.

5.5. Without prejudice to any other provisions in this agreement, the CHA shall be bound to keep 'MMTC' or any representative or employee of 'MMTC' and 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 CHA in contravention of such provisions etc. for the infringement or violation thereof by him in the course of execution or completion of the work under this contract, and if a result of any such action, claim or proceedings the CHA or such representative of 'MMTC', as the case may be, is adjudged to be liable to penalties or to pay any compensation, the same shall be the liability of the CHA and , if 'MMTC's is required for any reason to take over the liability, MMTC shall deduct all such amount arising out of such liabilities from the security deposit/Performance Guarantee lying with 'MMTC' under this contract or any other contract/agreement without prejudice to any other right/remedies available with 'MMTC' in law or otherwise.

5.6. The CHA agrees and undertake 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 CHA 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.

5.7. The rates mentioned in Price Bid shall include all costs and expenses and CHA is responsible for effecting all payments to laborers and adhering to all statutory requirements thereof.

## **6. SECURITY DEPOSIT / BANK GUARANTEE:**

6.1. The CHA shall provide Bank Guarantee in the prescribed format provided by MMTC Ltd. from any Scheduled Bank excluding Co-operative Banks for 5% of the Contract value (tonnage x price of goods) subject to a maximum of Rs. 25 lakhs in favour of MMTC Limited, for proper performance of Agreement. The validity of the BG shall be for a period of One year initially from the time of execution of this Agreement. MMTC shall be within its right to invoke the B/G at its sole discretion towards the sums payable under this Agreement for any breach by the CHA.

6.2. The liability arising from breach of Agreement by the CHA shall not be restricted to the amount of B/G and MMTC reserves its rights to resort to other available legal means for realization of loss or damages to its cargo and other consequential losses.

## **7. RATES:**

7.1. The Rates payable by MMTC to the CHA under various heads under this Agreement shall be as per schedule of rates. The rates indicated should be all inclusive and no other charges/expenses including port charges, customs cess/port O. T., barge/tug hire etc. shall be payable by MMTC unless specially indicated and agreed to mutually.

Applicable statutory taxes, if any, shall be in addition to above all inclusive rates.

7.2. The CHA shall bear all costs for opening of bags and bulking of goods.

7.3. The CHA shall bear all the expenses including labour charges for refilling the bags with sound goods recovered from spillages and shifting of same to godowns/wharf/jetty/port. The CHA shall maintain a separate record for such retrieved goods.

7.4. All pre-shipment/shipment inspection charges shall be payable by MMTC.

7.5. All losses including detention and/or demurrage resulting in non-achievement of the guaranteed rate of unloading and/or loading of cargo at various points would be to the account of CHA.

7.6. The rates agreed with the CHA shall be in force during the validity of the agreement. There shall be no escalation in rates agreed for whatsoever reasons.

## **8. TAXES:**

8.1. Any Statutory Tax levied by the Central/State Government during the currency of the Agreement shall be the sole responsibility of the CHA.

8.2. Income Tax or any other tax levied by State/Central Govt. during the pendency of the Agreement would be deducted from the bills of the CHA as per rules and a statement/certificate to this effect would be issued on completion of transaction at the time of settlement of bills.

## **9. SUBMISSION OF BILLS:**

9.1. The CHA shall submit their bills in duplicate on shipment basis strictly as per rates specified at Annexure – I. MMTC will process the bill and arrange to release 80% payment after 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, provided the bills are submitted as per terms of agreement and after reconciliation. Balance 20% shall be released within next 15 days to the CHA after adjustments, if any.

9.2. While releasing payment to the CHA, following deductions shall be made from the bills:

9.2.1. 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.

9.2.2. Losses or Damages suffered by MMTC for delayed/negligence work by the CHA.

9.2.3. Amount due from the CHA, on any other account under this contract or any other contract.

9.2.4. Loss or damage to property of vessel/ port or godowns on account of negligent working of labourers of CHA.

9.2.5. Bills received after 90 days of the execution of the job shall not be entertained by MMTC unless satisfactory explanation is given by the CHA for the delay.

## **10. CLAIMS:**

10.1. CHA 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 MMTC ) and pursue the same till they are settled. This obligation of the CHA shall continue notwithstanding the expiry of this contract. The CHA 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 Agent, Insurance, Railways, Municipal and any refund arising out of this claim is payable to MMTC.

- 10.2. No claim for any miscellaneous or sundry expenses, incurred by the CHA shall be entertained by MMTC. However, if the CHA wants to lodge any claim arising out of this Agreement he will be required to submit the same to MMTC within a period of 90 days from the date of dispatch of the entire cargo earmarked for each shipment. MMTC shall not entertain any claim or any account from the CHA after expiry of above period of 90 days.
- 10.3. The CHA shall be fully responsible for any claim by the owner of the vessel/port authorities in respect of handling of Cargo under this agreement.

#### **11. RIGHTS OF MMTC:**

- 11.1. MMTC reserves the right to appoint one or more CHA within the same territory.
- 11.2. In the event of CHA not observing any of the terms and conditions, MMTC has right to terminate the Agreement and to make alternative arrangements and also recover from the CHA all consequential losses suffered by MMTC.
- 11.3. MMTC reserves the right to appoint any outside Agency to supervise any or all the operations at any point of time at its cost.
- 11.4. MMTC has right to inspect the Cargo under the custody of the CHA at any time and verify relevant records/documents.

#### **12. ASSIGNMENT OR SUB-LETTING OF CONTRACT:**

- 12.1. The CHA shall not subcontract, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly without the previous written permission of MMTC. For any subcontract entered into by the CHA with the consent of the MMTC, the CHA shall continue be entirely and solely responsible for the execution of the Contract by such sub-contractor.

#### **13. HANDLING LOSS / SHORTAGES:**

- 13.1. The gross quantity of the Cargo loaded from godowns / any other Government agency on 100% weight basis i.e. LR quantity shall be the quantity to be considered for accounting. The difference between LR quantity and B/L quantity shall be handling loss. The CHA shall be allowed handling loss of 0.25% covering entire operation i.e., from unloading of goods from railway wagons, loading/unloading of goods into trucks, stacking of goods in godowns, transportation of bulked cargo from godowns to wharf/jetty for loading goods into the vessel.
- 13.2. Any loss over and above the permissible limit as per applicable clause 13.1, shall be borne

by the CHA. MMTC will recover the loss from the bills of the CHA as rates as ascertained by MMTC or at cost whichever is higher.

#### **14. ARBITRATION:**

- 14.1. 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 a Sole Arbitrator to be nominated by Chairman & Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration proceedings. The venue of the arbitration shall be Ahmedabad.

#### **15. GENERAL:**

- 15.1. The CHA shall have their office at the port town with e.mail, fax and telephone facilities. MMTC shall not bear any expenses on account of STD/Trunk Call, Fax, e.mail or telegram sent to MMTC Office(s).
- 15.2. The CHA shall have to undertake necessary liaison/follow-up with Government Agencies & various agencies, as may be required, for smooth operation of Agreement from time to time.
- 15.3. Throughout this Agreement period, CHA shall undertake and perform all operations to the satisfaction of MMTC.
- 15.4. As and when necessary the CHA shall arrange for counting, bundling and stacking of empty gunny bags (50 pcs per bundle) for disposal by MMTC. CHA shall ensure to maintain proper records for empty gunny bags for reconciliation. A counting loss of 1% shall be allowed. Beyond 1%, a penalty of 110% of the market value of the gunny bags will be levied & recovered from CHA.
- 15.5. CHA will take all necessary measures for safety and security of wheat received under this arrangement.

#### **16. AMENDMENT:**

- 16.1. 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).

#### **17. NOTICES :**

- 17.1. 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.

#### **18. VALIDITY:**

- 18.1. This Agreement will be valid for a period of one year commencing from the date of its execution. However, the Agreement may be extended by mutual consent of the parties.
- 18.2. MMTC reserves the right to extend this Agreement for further period of 3 (three) months on

existing terms & conditions on its sole discretion.

18.3. MMTC may terminate the contract at any time before expiry of said period or of extended period, if any, if the performance of CHA is not satisfactory, in which MMTC's opinion shall be final and conclusive and shall not be open to challenge. Such termination shall be effective from the date specified in notice issued in writing to the CHA. If the CGA fails to do job, perform, render, execute, fulfill keep, carry out, discharge of handle any, each and every of their work, services, obligations, responsibilities and liabilities hereunder, MMTC shall in its sole discretion will be entitle to terminate the contract awarded to the CHA hereunder at their risk, cot and consequences and without involving MMTC in any liability in that regard. In such an event, MMTC shall be entitled to make alternative arrangements for getting the work and services awarded to the CHA hereunder and the CHA will be liable to make good to MMTC the loss, damages and costs which MMTC may have to suffer or bear as a result of its having to make such arrangements.

19. 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 CHA.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS THIS AGREEMENT ON DATE MENTIONED HEREIN ABOVE.

For and on Behalf of  
MMTC Limited

For and on Behalf of  
(Name of the firm)

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

1. Witness
2. Witness

1. Witness
2. Witness

**PART-B**

**Price Bid**

FOR HANDLING, TRANSPORTATION, STORAGE, CLEARING, FORWARDING AND SHIPPING RELEVANT EXPORT DOCUMENTATION OF WHEAT CARGO AT PIPAVAV PORT

S. No	Services	Basis	Rate
1	Agency Charges (Including maintenance of records, CHA related work not specified below, however covered under the contract)	PMT	----
2	A) Unloading of rakes at railway head/railway sidings, transportation of goods to CHA's hired godowns for storage/stacking B) Storage charges* C) Bleeding and bulking of material D) Movement of bulk material from godowns/bulking area to wharf/jetty and loading into vessel	PMT	----
3	Custom documentation, clearing and arranging all pre-cargo & post shipment, shipping documents strictly in terms of letter of Credit.	Per - shipping Bill/ Set of documents	----
4.	Extra charges, if any for arranging cranes/hooks and grabs for gearless vessels only	PMT	----
5	Retrieving empty bags in case of bulk shipment, bundling (50 bags per bundle for all kinds of bags) and storing the same in godown till disposal.	Per Bundle	----
6	Wharfage Charges	PMT	----

Note: 1. Applicable statutory taxes, if any, shall be in addition to above all inclusive rates.

2.\*Storage Charges must be specified separately. Further, a tripartite agreement shall be entered among CHA, MMTC and Godown Owner/s. Godown Charges shall be directly paid by MMTC. Further, delivery from Godown to CHA shall be made only on written permission from CHA.

## **BANK GUARANTEE**

### **(To be executed by any Scheduled Bank in India)**

WHEREAS M/s MMTC Limited, 2, Nagindas Chambers, Usmanpura, AshramRoad, Ahmedabad – 380014 (hereinafter called MMTC) which term shall include the successors and assigns, has published a Notice Inviting Tender for appointment of Clearing and Handling agent for Wheat at Pipavav port

AND WHEREAS M/s ----- (hereinafter called the Applicant) intends to submit application for consideration against the Agreement No..... dt..... for Handling export of Wheat at Pipavav Port and Performance guarantee by way of Bank Guarantee is to be furnished in favour of MMTC.

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

NOW THIS GUARANTEE WITNESSETH AS UNDER:-

1. We, hereby unconditionally guarantee and undertake to pay immediately forthwith on demand to MMTC Limited an amount upto Rs 25,00,000/- (Rupees Twenty Five Lakhs only) without demur protest or contest or reference to Applicant and without any condition or proof, as soon as a demand in writing is received from MMTC Limited for failure in performing handling agency agreement. Any such demand made on the Bank by MMTC shall be final and conclusive and binding on us as regard 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.25,00,000/-.
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 proceeding pending before any Court or Tribunal, our liability under this presents being absolute and unequivocal. The payment as made by us under this Guarantee 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, any of the powers exercisable by MMTC against the said Applicant and to forbear or enforce any part of the terms and conditions relating to the said Tender Notice and we, shall not be relieved from our liability under this Guarantee by reason of any such variation or extensions being granted to the said Buyer/Clearing agent or for any forbearance, act or omissions on the part of MMTC or any indulgence by MMTC to the Applicant or by any such matter or thing under the law relating to the Contract would but for this provision have effect of so reliving us from our liability under this Guarantee.
4. This Guarantee is valid for a period of One year from the date of issue and claim against this Guarantee can be preferred on us up to six 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 pay to the MMTC the amount claimed by it upto the amount guaranteed hereunder. In case the Bank fails to pay the amount claimed by MMTC on the date of MMTC's demand in writing then the Bank shall be liable to pay to MMTC over and above the amount claimed by MMTC interest thereon @ 18% per annum from the date of claim up to 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 rights 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 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. 25,00,000/-. 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 granted to the undersigned by the Bank.

Signed and delivered this \_\_\_\_\_ day of .....