



Corporate Office:  
Core-1, Scope Complex, Lodhi Road,  
New Delhi-110 003  
Website: www.mmtclimited.com

**INVITES TENDER FOR APPOINTMENT OF CHA-  
CUM-TRANSPORTER**

**TENDER NO: MMTC/CO/GT/RS/KLT/2020-21/12573**

**Dated: 17.09.2020**

**1- BACKGROUND**

MMTC Limited, A Govt. of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi invites bids from CHA-cum-Transporter for undertaking job of handling, clearing, container stuffing, transportation, stevedoring and loading of Red Sanders on vessels from **Kolkata ports** for export from India on behalf of Govt. of India. The stocks of Red Sanders are in the possession of Customs and stored at various locations at Para 4 below.

This tender is floated by MMTC for appointment of Customs House Clearing Agent (hereinafter referred to as “Agency”). The Agency will be required to take possession of Red Sanders from Customs on behalf of MMTC, stuff the goods into containers, deliver the stuffed containers to the shipping agent nominated by the Buyer at Kolkata ports, obtain pre-shipment clearance from Customs Port & other Government authorities (filing of shipping bill, obtaining “Let Export order”, SDF/GR Form), obtaining Bills of Lading and other shipping documents, co-ordinate with CITES and NBA Authorities for certificate/clearance, obtain suitable insurance, co-ordinate with the agencies for Fumigation, Phytosanitary for export from **Kolkata ports by container**.

**2- DATE SHEET**

Tender closing time/ date 15 00 Hrs. (IST) on 28/09/2020 (Bids to be submitted latest by)

Tender Opening time/ Date 16 30 Hrs. (IST) on 28/09/2020 (Techno-Commercial Bids)

(Techno-Commercial Bids)

### 3- QUALIFICATION CRITERIA FOR BIDDERS:

The bidder should fulfill the below mentioned criteria:

#### Technical:

The bidder should be a Multi Mode transport operator and a member of Federation of Freight Forwarders' Association of India (FFFAI) having stevedoring license/registration. A self attested copy of the said licence / registration is to be enclosed.

Should have handled goods worth Rs.50 Crores cumulative during last 3 Financial Years. Certificate issued by Chartered Account in support of this to be enclosed.

The bidders should have sound and covered body trucks/ Lorries for safe transportation of Red Sanders. A declaration to be submitted by the bidder.

The bidder should be fully conversant with customs formalities and possess required approvals / licences from port authorities for cargo clearing, handling and stevedoring jobs, registered in India. The bidder should have either valid Custom House Agent (CHA) registration or standing arrangement with CHA.

#### Financial:

a- The bidder should have positive net worth of at least Rs.5 Crores as on 31-03-2020. Certificate issued by Chartered Accountant to be enclosed. However if accounts for FY 2019-20 are not finalized , C.A's Certificate showing net worth of Rs. 5 Cr. Or above is acceptable with a declaration that accounts for FY 2019-20 are yet to be finalized.

b- Should have recorded minimum annual turnover of **Rs.5 Crores** during the previous year Or **Rs.12.5 Crores** cumulative during last 3 years. Certificate issued by Chartered Accountant to be enclosed. However if accounts for FY 2019-20 are not finalized , C.A's Certificate showing net worth of Rs. 5 Cr. Or above is acceptable with a declaration that accounts for FY 2019-20 are yet to be finalized.

### 4- LOCATION OF RED SANDERS:

The details of locations of Red Sanders stock is given hereunder:

S.No	Location of Red Sanders(customs port/CFS/Warehouse address etc.)	Approx. Qty. (in MT)
1	CWC CFS Kolkata	5.1089
2	CWC Panchpara	3.3695
3	N S Docks, Kolkata	8.4981
4	N S Docks, Kolkata	9.6124
5	Century Ply (JJP) CFS, Kolkata	6.4797
	TOTAL	33.0686

## 5- **EARNEST MONEY DEPOSIT & PERFORMANCE BANK GUARANTEE:**

### a. **EMD**

The technical bid shall be accompanied by EMD in form of Demand draft/ pay order, for **Rs.50,000/-** in favor of “MMTC Limited, payable at New Delhi ,India. No interest will be payable on the EMD amount.

### b. **Performance Bank Guarantee**

The successful bidder will be required to establish Performance Bank Guarantee (**PBG**) for **10%** value of the contract value within 7 working days from the date of issuance of Letter of Award (LOA). The PBG should be valid and enforceable/ encashable up to 180 days from its date of issuance. The PBG should be as per the prescribed format (**ANNEXURE-I**) and shall be issued by a schedule bank other than Co-operative bank, Gramin Bank, Dhanlakshmi Bank and Nainital Bank.

In case the successful bidder fails to submit the PBG, MMTC reserves the right to forfeit the EMD.

## 6- **GENERAL TERMS & CONDITIONS:**

- i. The Red Sanders may be in logs, Chips, butends and saw dust form and Bidders shall have to complete the operations within the time period prescribed in the LOA or as per written instructions given by MMTC from time to time. **On behalf of MMTC, Agency shall complete all work related to receipt of containers at CFS/Port premises, cleaning/stuffing of containers, pre-shipment and post-shipment formalities with Customs Authorities (filing of shipping bill, SDF, obtaining “Let Export Order” etc), obtain suitable insurance, delivery of containers at Kolkata port, preparation of shipping documents etc (as detailed in the clause 1 of Annexure IV – Draft Contract).**The Agency will co-ordinate with MMTC officials, Vessel’s Agent / Master & other Government officials and agencies as and when required for all allied operations.
- b. The Bidders will have to quote necessarily for all lots but it would be MMTC’s sole discretion to allocate one / more or all the lots depending upon response of Bidders.
- c. 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 (III) alongwith technical bid.
- d. EMD of the unsuccessful Bidder(s) will be refunded within (7) working days without interest after the finalization of the tender. In case of successful bidder the EMD will be returned after receipt and confirmation of PBG as per clause 5 b above.

- e. MMTC reserves the right to accept or reject any or all the bids any time at its own discretion without assigning any reasons thereof.
- f. Bidders shall keep MMTC fully indemnified against any claims, losses/damages, liabilities, proceedings etc. from any third party or otherwise arising out of / or in connection with this tender.
- g. MMTC may terminate the contract before the expiry of agreed period, in case the performance of the bidder is not satisfactory, in which case MMTC's opinion shall be final and binding. The termination shall be effective immediately from the date of issue of such notice in writing.
- h. Bidder shall sign & submit with technical bid all the pages of this tender document (alongwith annexures) as token of acceptance of the terms & conditions stated therein to be submitted in the envelope for Techno-commercial Bid.

## 7- SUBMISSION OF BIDS:

- a. The bidders may download the tender document from MMTC's website [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in)
- b. 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 Dr. A P Mishra, Additional General Manager (Projects & General Trade Division), MMTC Limited, 3<sup>rd</sup> Floor, Core-1, Scope Complex, Lodhi Road, New Delhi- 110003, Phone Nos. 011-24381249, Offers over phone, fax or email will not be entertained.

### c. Techno- Commercial Bid

The envelope super scribed as "Techno- Commercial Bid" must contain the following:

- i. Duly signed and stamped Techno- Commercial Bid as per Annexure "II-A".
- ii. Copies of documents in support of bidders experience as handling agent for containerized cargo.
- iii. Demand Draft/ Pay Order of **Rs.50,000/-** towards EMD in favour of MMTC payable at New Delhi.
- iv. Signed and stamped copy of tender Documents.
- v. Copies of Registration Certificate with ROC, PAN No., GSTIN certificate, as applicable.

- vi. Undertaking as per ANNEXURE “III”.
  - vii. Self attested Audited annual accounts for the last 3 years.
  - viii. Copy of valid license for transportation, if any.
  - ix. Self Attested Copy of Membership Certificate from FFFAI.
  - x. Multimode Transport Operator’s Licence / Registration if any – Self attested copy
  - xi. Customs House Clearing Agent’s Licence / registration – Self attested copy
  - xii. Stevedoring Licence / Registration – Self attested copy
  - xiii. Authorization letter from Company for person authorized to sign above documents.
- d. Price Bid
- The “Price bid” sealed envelope shall contain Price Bid (showing prices quoted strictly as per the ANNEXURE (IIB) of tender document) duly signed and stamped by the bidder.
- e. Conditional offers or Offers with deviations are liable to be rejected at the sole discretion of MMTC. The Price Bids of only those bidders who qualify in the Techno-Commercial Bid shall be opened.
  - f. The bids complete in all respects should be submitted in sealed envelope within the time schedule mentioned at sl no 1 above in the tender box kept at the Reception in MMTC office at above mentioned address. No overwriting, erasing, interlineations etc. will be allowed. Offers should be submitted in MMTC’s New Delhi **Office** only. The techno commercial bids shall be opened on the same day at MMTC’s New Delhi **office** in the presence of the bidders’ representatives desirous to be present.
  - g. The Price bids of only those bidders shall be considered who qualify in the Techno Commercial bid.

## **8- AWARD OF BID & SIGNING OF CONTRACT:**

### **The bids shall be evaluated on lot-wise basis.**

The bidder, whose bid is accepted by MMTC, shall be issued letter of award (LOA) prior to expiry of bid validity. Bidder shall also be issued two unsigned contracts (in line with annexure –IV) for signature of the successful bidder. Bidder shall sign the contracts and return to MMTC, **New Delhi** within 3 (three) working days of issuance. MMTC’s representative shall sign and retain one original signed contract and forward another original signed contract to the successful bidder. In case of delay in signing the contract by the bidder, MMTC may forfeit the EMD and award the contract to any other bidder.

**9- VALIDITY OF BID:**

The bidder agrees to and shall hold his bid valid for at least six (6) month from the date of opening of price bids. However, the bidder agrees to extend the bid for a further period of three (3) Months on the existing terms and condition in case the same is desired by MMTC. The validity of the bids and its security may be extended for a further period on mutual consent.

**10- DISCLAIMER:**

MMTC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. MMTC reserves the right to cancel the Tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona fide.

**11- JURISIDICION:**

The applicants hereto agree that the Courts and Tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this Tender. All disputes arising out of this Tender shall be decided in accordance with the laws of India.

**12- INDEMNITY :**

The Bidder shall keep MMTC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this Tender.

**13- FORCE MAJEURE:**

If at any time during the existing of this contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports) fires floods, explosions, 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. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver /extension of time in respect of the remaining deliveries.

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 dangers”.

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the sellers for not performing their obligations under the Contract”.

## **14- 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 in accordance with the Rules of Arbitration of the Indian Council of Arbitration, New Delhi and the Award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be New Delhi. The appropriate Courts in New Delhi shall have exclusive jurisdiction and Indian laws shall govern this Contract.

## **15- FRAUD PREVENTION:**

**(1) Commitments of the Bidder(s):** The Bidder(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in “Fraud Prevention Policy” of MMTC during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

(a) The Bidder(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s) Buyer(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

**(2) Disqualification from tender process and exclusion from future contracts:** If the Bidder(s), before award or during execution has committed a transgression through a violation of this Clause, above or “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s) from undertaking any transaction with MMTC and/or declare the bidder(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

**(3) Damages:** If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **16- HOLIDAY-LISTING:-**

Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealing or take any curative measures with the agency(s) in accordance with the policy in force.

#### **17- AMENDMENTS:**

The bidders are advised to check MMTC’s website [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in) regularly for any amendments/clarifications.

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**Tender for Clearing & Handling of Red Sanders****PERFORMANCE BANK GUARANTEE FORMAT**

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

MMTC Limited,  
Core-1, SCOPE Complex, 7, Institutional Area,  
Lodhi Road, New Delhi-110003

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 (hereinafter called 'MMTC') which term shall include the successors and assigns, has floated tender for appointment of Multi Mode Transport Operator cum Clearing & Handling Agent for export of Red Sanders from Kolkata Port .

AND WHEREAS M/s. \_\_\_\_\_ (hereinafter called the Applicant) has been declared successful in the bid for handling of \_\_\_\_\_ MT of Red Sanders.

AND WHEREAS one of the conditions of the Tender is that the successful bidder shall furnish Performance Bank Guarantee of 10% of the value of the Contract.

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 MADE ON \_\_\_\_\_ WITNESSETH AS UNDER:-

1. Against Contract No./LOA \_\_\_\_\_ Dated ..... 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 hereby \_\_\_\_\_ (Bank) 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 not withstanding 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 forebear 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 buyer/ Clearing Agent 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 180 days from the date of issue and claim against this Guarantee can demanded on us upto 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 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. It is certify that capital adequacy ratio of------( name of the BG issuing Bank) is not less than 9% and net worth of the Bank is not less than Rs.500 Crore.
9. 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.....
10. BG shall be issued through SFMS the details of MMTC's Banker is as under:  
Beneficiary: MMTC Limited  
Bank: State Bank of India, 5<sup>th</sup> Floor, Red Fort Capital Parsvana Tower, Bhai Veer Singh Marg, Gole Market, New Delhi-110001. IFSC Code: SBIN0017313, MICR: 110002562.

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 ....., 2020 at New Delhi.

Sign. Of Authorised Official of Bank

Witnesses:

- 1.
- 2.

**TECHNO-COMMERCIAL BID**

1. Name & communication address of Bidder  
Website address & Email ID \_\_\_\_\_ Mob. No. \_\_\_\_\_
2. List of documents attached with Bid as per clause 7.c of the tender:
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. Multimode transport operators and customs house licence no. of the agency \_\_\_\_\_
6. Stevedoring licence no. of the agency \_\_\_\_\_
7. Letter of authorization from Government ports issued to agency/associate \_\_\_\_\_
8. Whether owning lorries for undertaking transportation job from nominated godown \_\_\_\_\_ to wharf: as per tender \_\_\_\_\_.  
(a) No of covered lorries / trailers owned  
(b) No of lorries / trailers that can be mustered  
(c) Any other equipment.

**9- Financial Details (All figures to be mentioned in Rs.)**

Financial Year	Turnover (Rs.in Crore)	Net Worth as on close of FY (Rs in crore)
2019-20		
2018-19		
2017-18		

If accounts for FY 2019-20 are not finalized details of previous 3 years may be submitted

10. **Details of experience with Orders executed (Bidders may provide the detail duly certified by Chartered Accountant)**

Years	Name of Client	Products handled	Qty. Handled (MTs)	Value of work executed (Rs.) Lakhs
2019-20				
2018-19				
2017-18				

. With the certification that accounts for FY 2019-20 are not yet finalized.

11. Name, address, account number, IFSC/NEFT code of the banker\_\_\_\_\_
12. Income Tax permanent account no of the bidder (certified copy as proof to be enclosed)\_\_\_\_
13. GSTIN of the bidder (certified copy as proof to be enclosed)\_\_\_\_\_

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

We confirmed that we will abide by the tender terms without any deviation.

Sign of Bidder with Stamp:  
Place:  
Date:

**ON LETTER HEAD OF BIDDER****ANNEXURE II B****PRICE BID****A. Stuffing & Other work**

<b>S.No</b>	<b>Location of Red Sanders(customs Port/CFS/Warehouse address etc.)</b>	<b>Approx. Qty.(in MT)</b> <b>3</b>	<b>Rate PMT (Rs.)</b> <b>4</b>	<b>Lot wise Rate (Rs.) (Col 3 X 4)</b> <b>5</b>	<b>Taxes</b> <b>6</b>	<b>Total Charges</b> <b>7</b>
1	CWC CFS Kolkata	5.1089				
2	CWC Panchpara	3.3695				
3	N S Docks, Kolkata	8.4981				
4	N S Docks, Kolkata	9.6124				
5	Century Ply (JJP) CFS, Kolkata	6.4797				
6	TOTAL	33.0686				

Rate shall be all inclusive (a consolidated one), which shall be inclusive of cost of all the mentioned services. Taxes, if any, to be shown separately in clause no.6 above. All inclusive rates for total lot including taxes to be shown in clause no.7 above.

Sign.  
With Stamp & Date

**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

Signature of bidder

Date

Name & Designation of the signatory.

**ANNEUXRE- IV****CONTRACT****CONTRACT FOR APPOINTMENT OF CARGO HANDLING AGENT**

This agreement is made on \_\_\_\_ day of \_\_\_\_\_, 2020 between MMTC Limited, (address, telephone, fax, mail ID of New Delhi, INDIA, hereinafter called “MMTC” (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the one part, AND M/s ..... (Name & address, telephone, fax, mail ID of Agency) hereinafter called the AGENCY (which expression, shall unless excluded by or repugnant to the context, shall include its successors and assigns) of the other part.

WHEREAS MMTC has agreed to appoint the Agency for Multi mode transportation, handling & all other work related to export of Red Sanders and the Agency has agreed to perform all the work assigned to them by MMTC on the terms & conditions hereinafter mentioned.

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

**1. Scope of work**

The cargo is stock of Red Sanders, a precious wood, Customs lying at Container Freight Stations at Kolkata in West Bengal. The Agency shall act as a CHA cum Transporter on behalf of MMTC. Agency shall make arrangements to receive/take delivery of goods on behalf of MMTC from nominated godowns and coordinate all activities after receipt of Delivery Order, till handing over of stuffed container at the Kolkata ports to Buyer’s nominated shipping agent for shipment against House Bills of Lading. After loading of stuffed containers onto vessel, “on Board” Notation shall be obtained in the Bills of Lading. The Agency shall complete all pre-shipment & port shipment formalities with Customs, Port and other Govt Authorities, Obtain Bills of Lading and other documents (strictly as per instructions of MMTC) and hand over the same to authorized representative of MMTC within 2 days after loading of stuffed containers onto the vessel. The Agency will ensure that only approved goods are stuffed into containers for shipment.

The Agency shall keep date wise record of weight of the cargo stuffed into the containers and movement and proof thereof shall be produced to MMTC, as and when demanded. MMTC shall have the right to nominate its officials/or their representative to supervise the operations.



The Agency shall accept full responsibility for safety and security of the cargo and any act of theft, fire, shortage, criminal mis-appropriation and breach of trust in respect of goods entrusted to the Agency by any such event. The Agency shall be fully responsible and indemnify MMTC for any loss, damage or pilferage to the goods, claim of whatsoever nature for any reason including improper storage and handling of stock on behalf of MMTC. The compensation for loss/damage shall be payable to MMTC at the rate as ascertained by MMTC.

The Agency shall not hypothecate or mortgage or create any lien/Agency charges whatsoever on the goods received by them on behalf of MMTC. The Agency 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.

It shall be the responsibility of the Agency to make all arrangements like providing adequate labour supervisors and other necessary equipments/tools, required for lifting the goods from the designated godowns till containerization and handing over the containers in the Container terminal at the designated port.

For non delivery or short delivery of the consignments MMTC shall reserve the right to impose penalty at the rate to be determined by it from time to time in addition to recovering the cost of the material. Such determination of penalty by MMTC shall be final and binding on the Agency.

It shall be the sole responsibility of Agency to protect the goods from damages, after possession of goods is taken from Customs and till stuffed containers are delivered to the Buyer's nominated shipping agent at Kolkata Port. The Agency shall maintain a proper account of quantity lifted from each CFS and delivered to the Buyer's nominated shipping agent duly stuffed into containers. MMTC may take help of the local administration for safe movement of cargo in consultation with MMTC/Customs.

The Agency shall deliver the stuffed containers to the Buyer's nominated shipping agent against CLEAN Bills of Lading and also complete all formalities with Customs & other Govt Agencies for shipment of stuffed containers. Agency shall co-ordinate with NBA and CITES for permission. Agency shall co-ordinate and supervise the fumigation of stuffed containers. The requisite Agency shall co-ordinate for phytosanitary inspection.

In case of shipment of goods in bulk, full details of the quantity of Red Sanders shall be kept by the Agency shipment-wise. Any shortage will be to the account of Agency and MMTC shall have the right to recover such amount from the bills payable to the Agency, and / or by forfeiture of Performance Guarantee or any other method .

The Agency shall arrange to prepare and immediately file with concerned authorities all documents like shipping bill, GR form, invoices, obtain custom clearance, etc. and obtain Clean on Board Bill of Lading upon delivery of stuffed containers at designated Port. Any amendment required in the documents, shall be carried out by the Agency. The Agency shall be held fully responsible for any loss to MMTC on account of discrepancy in documents and shall be rectified discrepancy immediately and inform MMTC accordingly.

The Agency shall prepare all shipping documents strictly as per the terms of Letter of Credit or as per instruction of MMTC such as Certificate of Origin, Inspection Certificate, packing list including Certificate from NBA etc., and shall be responsible for timely dispatch (within two days after shipment) of same to MMTC, nominated Branch offices. In case of any delay in the dispatch of documents, Agency shall bear the interest loss due to delay in negotiation/realization of the proceeds.

Agency shall keep valid license granted to him by Custom Port Authority, till the completion of the contract, if awarded.

Agency will be required to perform all duties prescribed under Custom Act & Custom House Regulations as amended from time to time.

Agency shall keep themselves fully conversant familiar with the laws, rules, regulations and procedures framed by Port Trust, Customs, DGFT and other concerned authorities for clearance and carriage of goods by sea/rail/road.

Agency shall be responsible for employing suitable labour/ works men at the site as per the prevailing labour laws of India and MMTC shall not be responsible for any claims arising due to any mishappening/accident of workmen deployed by the agency for Transportation of Red Sanders. It shall also be the sole responsibility of the agency to protect Red Sanders from any damages during the transportation.

The documents are from the agency 1- Clean on Board Bill of lading with notation shipped on Board.2- Packing list. 3- No damages certificate issued by agency.

## **2. Maintenance of Records**

The Agency shall maintain proper upto date record of goods, stuffed container wise and shipped vessel wise submit to MMTC as and when demanded.

The Agency shall obtain Insurance Policy in respect of Workmen deployed by it to cover the workmen's compensation to be paid in case of accidents/ mis-happening arising out of any activity in the course of employment.

Without prejudice to any other provisions in this Contract , the Agency 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 Agency 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 as a result of any such action, claim or proceedings the Agency 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 Agency and , if MMTC 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.

**The rates mentioned in Price Bid shall include all costs and expenses and all taxes including Insurance, statutory tax, etc and Agency is responsible for effecting all payments to laborers and adhering to all statutory requirements thereof..**

### **3. Performance Bank Guarantee**

Within seven (7) working days of signing the contract, the Agency shall provide Performance Bank Guarantee in the prescribed format provided by MMTC from any Scheduled Bank excluding Co- operative Banks, Gramin banks, Dhanlakshmi Bank and Nainital Bank for **10%** of the Award value for proper performance of Agreement. The BG shall be valid for a period of 180 days initially from the date of issuance in India. MMTC shall be within its right to invoke the PBG at its sole discretion towards the sums payable under this Agreement for any breach by the Agency. The PBG to be encashable at the counter of any Scheduled Bank in India on first demand.

### **4. Rates**

The Agency shall be paid an all inclusive rate of Rs.....(Rupees ..... ) per Metric Tonnes for all the work assigned to the Agency. This rate is a consolidated one and shall be inclusive of cost on all the mentioned services, insurance, and all other taxes as per statute.

All pre-shipment/ shipment inspection Agency charges shall be payable by MMTC. All losses including demurrage, detention arising out of the delay in movement / containerization and also loading into the vessel etc., would be to the account of Agency. The rates agreed with the Agency shall be in force during the pendency of the contract. There shall be no escalation in rates agreed to for whatsoever reason.

All losses including demurrage, detention arising out of the delay in movement / containerization and also loading into vessels etc shall be to the account of Agency.

The rates mentioned above shall be in force during the pendency of the contract. There shall

be no escalation in rates for whatsoever reason it may be. The Bill of lading will be final for invoicing purpose

## **5. Taxes**

Any Statutory Tax levied by the Central/State Government for undertaking the jobs stated in the tender/contract during the currency of the Agreement shall be the solely borne by Agency.

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

## **6. Submission of Bills**

The Agency shall submit their bills in quadruplicate on shipment basis strictly as per rates specified in Clause 4.1 above. MMTC will process the bill and arrange to release amount as per Clause 4.1 above.

While releasing payment to the Agency, following deductions shall be made from the bills:-

TDS/TCS, if any, as per prevailing provisions of the Income Tax Act GST and /or any other tax levied by the State/Central Govt. during the currency of the agreement.

Losses or Damages suffered by MMTC for delay in movement beyond schedule given.

Value of loss towards handling loss(es)/shortages etc. suffered by MMTC.

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

Loss or damage to property of vessel/ port or godown, on account of negligent working of labourers of Agency.

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

## **7. Payment Schedule**

100% Invoice value calculated as per Clause 4 of this contract within 10 days after sailing of the vessel on completion of all documents or receipt of all documents of this contract or receipt of GST compliance invoice, whichever is later.

EMD will be adjusted/ refunded on satisfactory completion of services.

## **8. Claims**

Agency 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 etc. (with a copy to MMTC ) and pursue the same till they are settled. This obligation of the Agency shall continue notwithstanding the expiry of this contract. The Agency is required to seek refund claim, applications/claims filed by them on behalf of MMTC with Customs, Port Trust, Carriers/Vessel Agent, Insurance, Municipal etc. and any refund arising out of this claim is payable to MMTC.

No claim for any miscellaneous or sundry expenses, incurred by the Agency shall be entertained by MMTC. However, if the Agency wants to lodge any claim arising out of this contract it will be required to submit the same to MMTC, New Delhi within a period of 15 days from the date of dispatch of the entire cargo earmarked for each shipment. MMTC shall not entertain any claim on any account from the Agency after expiry of above period of 15 days.

## **9. Rights of MMTC**

MMTC reserves the right to appoint one or more Security Agencies within the same territory.

In the event of Agency not observing any of the terms and conditions (MMTC's opinion shall be final & binding), MMTC has right to terminate the Award and to make alternative arrangements and also recover from the Agency all consequential losses suffered by MMTC.

MMTC reserves the right to appoint any outside Agency to supervise any or all the operations at any point of time at its cost.

MMTC has right to inspect the Cargo under the custody of the Agency at any time and verify relevant records/documents.

## **10. Subletting of Contracts**

The Agency shall not sub-contract, 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 Agency with the consent of the MMTC the Agency shall

continue to be entirely and solely responsible for the execution of the Contract by such sub-contractor.

## **11. Handling Loss**

Since the weight is already determined as such the agency shall ensure obtaining the same weight in the BL.

## **12. 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 in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the Award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be New Delhi. The appropriate Courts in New Delhi shall have exclusive jurisdiction and Indian laws shall govern this Contract.

## **13. Force Majeure**

If at any time during the existing of this contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports) fires floods, explosions, 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. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver /extension of time in respect of the remaining deliveries.

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 dangers”.

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the sellers for not performing their obligations under the Contract”.

## **14. Indemnity**

The Bidder shall keep MMTC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this Tender.

## **15. Amendment**

Any alternatives/ amendments changes modifications, addition/deletion to this contract shall be valid only when both the parties to said tender mutually agree in writing and sign the amendment(s).

## **16. Notices**

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

## **17. Validity**

This contract shall be valid for a period of 180 days commencing from the date of its execution/signing by the parties.

MMTC reserves the right to extend this contract for further period of 3 (three) months on existing terms & conditions on its sole discretion. In case of further extension of period beyond 3 months, the contract may be extended with mutual consent of both the parties. MMTC may terminate the agreement at any time before expiry of said period or of extended period, if any, if the performance of Agency is not satisfactory, in which MMTC's opinion shall be final, conclusive and binding. Such termination shall be effective from the date specified in notice issued in writing to the Agency. If the Agency fails to do job, perform, render, execute, fulfill keep, carry out, handle any, each and every of their work, services, obligations, responsibilities and liabilities hereunder, MMTC shall in its sole discretion will be entitled to terminate the work awarded to the Agency hereunder at their risk, cost 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 Agency hereunder and the Agency will be liable to make good to MMTC the loss, damages and costs and expenses which MMTC may have to suffer or bear as a result of its having to make such arrangements.

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 Agency.

In the case of terminating the Agreement, during the notice period, both parties shall make settlement of outstanding payments and return all relevant documents belonging to each party.

## **18. General Terms**

The Agency shall have their registered office at the port town/near the port town/container depot with e.mail, fax and telephone facilities. MMTC shall not bear any expenses on account of STD/Trunk Call, e.mail or telegram/courier sent to MMTC Office(s).

The Agency 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.

Throughout this contract period, Agency shall undertake and perform all operations to the satisfaction of MMTC.

It is expressly understood and agreed by and between MMTC and Agency that MMTC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no ability, obligation or right hereunder. It is expressly understood and agreed that MMTC is an independent legal entity with power and authority to enter into Agreements solely on its own behalf under the applicable laws of India and general principles of Agreement law. Agency expressly agrees, acknowledge and understand that MMTC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this Agreement. Accordingly, Agency hereby expressly waive, release and forego any and all actions or claims, including cross claims, imp-leader claims or counter-claims against the Government of India arising out of this Agreement and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this agreement during the validity of the Agreement.

## **19. EMD**

The Agency has deposited EMD of Rs. 50,000/- with MMTC. In case, the Agency fails either to forward the signed contract within three working days from the date of issuance of contract by MMTC or fails to establish a Performance Bank guarantee as per Clause 3 above, MMTC will have the right to forfeit the EMD and to take action as deemed fit. EMD will be returned after receipt of performance bank guarantee.

## **20. INSURANCE**

The Agency shall take comprehensive insurance cover on behalf of MMTC from container freight station / port premises till loading of stuffed containers on board of the vessel at Kolkata ports to cover the risk of Fire, Theft, Transit, etc. and any other cover to protect the interest of MMTC. If required, the Agency shall lodge claim with concerned insurance company on behalf of MMTC under intimation to MMTC.



## 21. Disclosure

The Agency hereby agrees that in case he commits a default in the payment or repayment of any amount due against them, MMTC will have an unqualified right to disclose or publish the details of the default including the name of Associate and its Director/Partners, as applicable. The associate hereby also authorizes MMTC to exchange, share or part with all the information relating to the party's details and repayment history information and all the information pertaining to and contained in the terms or as expressed in the Agreement to relevant Government authorities/departments.

## 22. FRAUD PREVENTION:

**(1) Commitments of the Agency :**The Agency shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in "Fraud Prevention Policy" of MMTC (full text of which is available on MMTC's website at [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

(a) The Agency shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Agency shall not enter with other Agency into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Agency shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Agency will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Agency shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Agency if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

**(2) Disqualification from tender process and exclusion from future contracts:** If the Agency, before award or during execution has committed a transgression through a violation of this Clause, above or “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Agency from undertaking any transaction with MMTC and/or declare the Agency ineligible to be awarded a contract either indefinitely or for a stated period of time.

**(3) Damages:** If MMTC has disqualified the Agency from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **23. HOLIDAY-LISTING:-**

Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealing or take any curative measures with the agency(s) in accordance with the policy in force.

### **24. Confidentiality**

This Agreement, its provisions and existence, as well as any Commercial Data including Price or Technical data and any information provided in accordance herewith to the other party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable Law or Authorized in writing by the other party.

All such information shall be used by the other party only for the purpose of performance of this Agreement.

The restrictions here-in-above shall not apply to any information generally available to the public or received in good faith from a third party without restriction. The parties hereto agree to keep as confidential all documentation furnished or received by either party at any time in connection with this Agreement.

This provision, as far as practicable, shall apply to all the concerned officials of either party. This clause shall survive upon termination of this Agreement.

(SIGNATURES OF )  
AUTHORISED SIGNATORY  
OF THE AGENCY

SIGNATURE OF  
AUTHORISED SIGNATORY  
OF MMTC New Delhi