



MMTC Limited
 (A Government of India Enterprise)
 MMTC House Plot No:C-22, Bandra Kurla Complex, Bandra (East), Mumbai - 400051.
 Tel: 022- 26573868, 66784051; Fax: 022-26572541
 web: www.mmtclimited.com
 Regd. Office: Core 1, SC0PE COMPLEX; 7, Institutional Area; Lodi Road; New Delhi
 Pin - 100 003. INDIA

Tender for Appointment of CHA for Clearance and Transportation of Imported Onions – Highly Perishable Agro Product at Nhava Sheva Mumbai
Tender No: MMTC/MUM/AGRO/CHA/ONION/2019-20/03 dt:17.12.2019

Bids are invited for appointment of CHA from such CHAs who are holding valid Customs House Licence and have prior/relevant experience of Clearing, Transporting, Handling & Drying of Imported Onion to be received in reefer containers and reefer vessels at Mumbai Port/Nhava Sheva Port.

2. The bidders can download the tender document from our website www.mmtclimited.com or <https://eprocure.gov.in> and can also obtain a copy of the same from Additional General Manager, MMTC Mumbai office at the above mentioned address during office hours on any working day till **1100 HRS IST on 20th December 2019.**

Important details pertaining to the subject tender is as under:-

Sl. No.	Tender Number	<u>MMTC/MUM/AGRO/CHA/ONION/2019-20/03</u> <u>Dt:17.12.2019</u>
1	Name of Work	Tender for Appointment of CHA for clearance and other related activities for Imported Onions.
2	Mode of submission of technical bid	Physical Mode
3	Mode of submission of price/financial bid	Physical Mode
4	Last date and time of Submission of bids	20.12.2019 – 1130 HRS IST
5	Earnest Money Deposit (Refundable)	Rs 1,00,000/- in form of Bank Draft favouring MMTC Limited or through NEFT (<u>strictly to be received before declared tender closing time</u>) MMTC Limited Axis Bank Limited, BKC Branch, Bandra, Mumbai Current Account No : - 230010200004688 IFSC Code : - UTIB0000230
6	Last date of issuing addendum/corrigendum (if any)	19.12.2019 – 1730 HRS IST
7	Date and time of opening of technical bid	20.12.2019 – 1200 HRS IST
8	Date and time of opening of price/financial bid	20.12.2019 – 1430 HRS IST

3. Filled-up **signed bids** and **tender document** should be submitted in prescribed TENDER FORMS in TWO BID SYSTEM. Proforma enclosed as per following:-

- ❖ **(A) Technical Bid** (Part I, II, III, IV) – TO BE SUBMITTED IN SEPARATE ENVELOPE SUPERSCRIBING “TECHNICAL BID”.
- ❖ **(B) Price Bid – 1A** TO BE SUBMITTED IN SEPARATE ENVELOPE SUPERSCRIBING “PRICE BID - 1A”.
- ❖ **(C) Price Bid – 1B** TO BE SUBMITTED IN SEPARATE ENVELOPE SUPERSCRIBING “PRICE BID - 1B”.
- ❖ **(D) Price Bid – 1C** TO BE SUBMITTED IN SEPERAT ENVELOPE SUPERSCRIBING “ PRICE BID – 1C”

NOTE:- “Each price bid i.e 1A, 1B & 1C shall be evaluated independently or jointly as per the discretion of MMTC”.

All the Four envelopes should thereafter be kept in a single fourth envelope and shall be sealed. This envelope should also be super-scribed with the **TENDER FOR APPOINTMENT OF CHAs FOR CLEARANCE AND OTHER RELATED ACTIVITIES OF IMPORTED ONION – Highly perishable agro product/Similar (Agro) product AT MUMBAI**, Tender No. & date, Name and address of the bidder and shall be addressed to THE ADDITIOAL GENERAL MANAGER (AGRO), MMTC LIMITED, MMTC HOUSE, 3rd Floor, C-22, BANDRA KURLA COMPLEX, BLOCK-E, BANDRA (EAST), MUMBAI-400051".

The tender should be accompanied by an Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One Lakh only) in the form of a crossed Demand Draft/Pay Order drawn on any Scheduled Bank (other than co-operative bank) payable in Mumbai in favour of "MMTC LIMITED" or vide NEFT in MMTC's Bank A/c (Bank details mentioned above.) In case of e-payments/NEFT payment of EMD is **strictly to be received before declared tender closing time**. Any tender not accompanying EMD as per above requirement will be summarily rejected. EMD of unsuccessful bidders will be returned in 5 working days of issuance of LOI/Agreement.

4. The bids complete in all respects should be submitted in sealed envelope latest by **1130 HRS [IST] on 20th December 2019** in the tender box kept on Ground floor at MMTC Mumbai BKC office at above mentioned address. The technical bids and price bids shall be opened on the same day i.e. 20.12.2019 **@ 1200 HRS [IST] and 1430 HRS IST respectively, in presence of the bidder's representatives desirous to be present.**

5. The successful bidder(s) will be required to accept/acknowledge the LOI/Work Order within 1 day of the issuance and further will be required to furnish/deposit a Performance Guarantee of Rs 12,50,000/- (Rs. Twelve Lakhs Fifty Thousand Only) within 1 day of acceptance of LOI/Work Order. Performance Guarantee of Rs 12,50,000/- (Rs. Twelve Lakhs Fifty Thousand Only) shall be in the form of Security Deposit (non interest bearing) or irrevocable Bank Guarantee issued by any nationalized bank in favour of MMTC as per our prescribed format (to be furnished to the successful bidder(s))

6. MMTC Limited reserves the right to accept/reject bid either in part for [Part B-Price Bid (Annex. 1A, 1B & 1C)] and/or accept or reject any or all bids/annul tender process at its sole discretion without assigning any reasons to the bidder(s).

For MMTC Limited

AGM (Agro)

'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 OF MOA/AOA in case of Company OR PARTNERSHIP DEED in case of Partnership Firm, to be enclosed)

2. NAMES OF THE PARTNER / DIRECTORS : _____
TELEPHONE NUMBER, FAX NUMBER : _____
EMAIL ID'S : _____
(IDENTITY PROOFS OF DEALING PERSONS AND DETAILS OF IMMOVABLE PROPERTY OWNED BY FIRM/
PROPRIETOR/PARTNERS/DIRECTORS TO BE ENCLOSED)

2. YEAR OF ESTABLISHMENT
: _____

3. CUSTOMS HOUSE LICENCE NUMBER:
: _____
(CERTIFIED COPY TO BE ENCLOSED)

4. NAME OF BANKERS:
(a) _____

(b) _____

5. WHETHER IN THE APPROVED LIST OF BANKS
IF 'YES', NAME OF BANKS
(a) _____

(b) _____

(c) _____

6. WHETHER OWNING LORRIES FOR UNDERTAKING
TRANSPORTATION JOB FROM PORT TO GODOWN : _____
IF SO FURNISH DETAILS

7. WHETHER THE CHA IS AGREEABLE TO ENTER INTO
AGREEMENT FOR A PERIOD OF ONE YEAR
: _____

8. INCOME TAX PERMANENT ACCOUNT NUMBER
: _____

(CERTIFIED COPY AS PROOF TO BE ENCLOSED)

9. GST REGISTRATION DETAILS
: _____

(CERTIFIED COPY AS PROOF TO BE ENCLOSED)

(TO BE SIGNED AND STAMPED BY BIDDER)

NOTE:- TECHNICAL BIDS WILL BE EVALUATED ON THE BASIS OF SUBMISSION AND EFFICACY OF FOLLOWING DOCUMENTS:-

SL. NO.	LIST OF DOCUMENTS (All the document to be self attested signed and stamped)	DOCUMENTS FURNISHED (YES OR NO)
1	VALID CHA LICENSE	
2	DETAILS OF IMMOVABLE PROPERTY (Name of Director/Partner/Owner, Address of Property, Estimated Value of Property in Rs)	
3	GST CERTIFICATE	
4	PAN CARD	
5	BANK CERTIFICATE CERTIFYING THE SOUND FINANCIAL STATUS OF CHA. (DULY SIGNED, STAMPED WITH NAME OF AUTHORISED BANK OFFICIAL)	
6	MINIMUM 3 YEARS (LAST 3 PREECEDING FINANCIAL YEARS) EXPERIENCE (IMPORT/EXPORT) RECORD OF HANDLING PERISHABLE AGRO PRODUCTS.	
7	EMD DETAILS OF PAYMENT	
8	AUDITED FINANCIALS OF LAST THREE FINANCIAL YEARS.	
9	ALL THE PAGES OF TENDER ARE SIGNED AND STAMPED INCLUDING ADDENDUM, IF ANY.	

(TO BE SIGNED AND STAMPED BY BIDDER)

TECHNICAL BID – PART II: REQUISITES AND SCOPE OF WORK

The CHA will have to guarantee the following services very specifically for handling bulk/bagged/containerized consignments of onion's- **highly perishable agro product** which are detailed below:-

1. CHA should have a minimum relevant past experience of 3 (three) year of clearing, handling, and transportation of bulk/bagged/containerized (reefer) consignments of onion's or any refrigerated perishable cargo - highly perishable agro product / similar cargo.
2. Earnest Money Deposit: ***EMD of the successful bidder shall be refunded upon submission of PBG or Interest free Security deposit. The EMD of unsuccessful bidder(s) shall be returned upon finalization of the tender.*** The EMD of the bidders who withdraw or do not accept LOI shall be forfeited.
3. CHA should not have been black listed / debarred by any of the Government Company/ Department and /or Public Sector Enterprise/ Undertaking etc. If successful bidders found to be black listed/debarred by any of the Govt. Company/ Department and / or Public Sector Enterprise/Govt. Company/ Department. Deliberate hiding or providing wrong information will lead to termination of the contract, and all expenses incurred in the process of supervising till appointment of new CHA shall be recovered, and party also will be liable to be blacklisted by MMTC.
4. Bidder should be thoroughly conversant with the customs rules and procedures and supported by a strong customs team having knowledge of customs law to handle any query concerning the matter and process the customs related documents etc. within a short time.
5. Bidder should be well informed about the working of the Mumbai/Nhava Sheva Port including the various locations & geography of the port and location of different Docks, Sheds, Warehouses, Rail heads for loading and unloading etc., besides should be fully conversant with rules and regulations of the Port Trust.
6. Bidder should be well informed about the Direct Port Delivery (DPD) registration and clearance process.
7. Bidder should be well informed about the geographic locations of various CFS have necessary facilities viz. plug-in point etc. required for proper storage of Reefer containers/cargo.
8. As and when required, CHA will have to update MMTC w.r.t availability of suitable CFS's having infrastructure to handle reefer containers and also assist MMTC in identifying economical and viable CFS. Participating CHA's/Bidders are also requested to preferably furnish a list of CFS informing capacity of each CFS for reefer containers in and around Nhava Sheva along with the Technical Bid.
9. CHA will have to intimate well in advance regarding the ETA (Expected Time of Arrival) of vessel enabling MMTC to arrange for copy of shipping documents for executing movement of reefers in DPD- preferred CFS's through CHA.
10. Bidder should furnish certificate from the bank certifying the sound financial status of the bidder.
11. CHA should be able to produce **Solvency Certificate** for minimum amount of Rs. 10 lakhs from his authorized Bank. Audited balance-sheets and profit & loss statements for the last 3 years to be submitted along with bid.
12. CHA should be able to Mobilization of reefer trucks, dumpers, tippers etc. should be arranged within a short notice.
13. Proof of experience of having handled Agri produce during any year in the last 3 years should be furnished with full details like name of the vessel, commodity, and tonnage etc. The value of the contract of any reputed party will only be considered.
14. ***CHA to ensure clearance of goods and make the B/L out of charge by completing all the Customs, PQ & FSSAI etc. formalities within 3 working days of the arrival of Vessel/arrival of containers at CFS or receipt of original documents whichever is later.***
15. **Penalties:** In case of delay in clearance of goods penalties shall be charged to CHA as under:
 - a) In case of containerized cargo clearance of goods is delayed beyond **3 (three) working days**, penalty will be imposed on CHA as follows:-

Sl. No.	Delay period (After initial 3 working days and upon receipt of original shipping documents)	Penalty
1	PER DAY BASIS	b)Rs 7500/- per 40' Reefer container of un-cleared B/L. (4 th to 6 th day) c)Seventh day (7 th day) onwards – Minimum Rs 7500/- per 40' feeter

		container of un-cleared B/L or at actual whichever is higher.
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Further, detention/demurrage Charges if any caused due to delay in clearance of B/L or returning of empty reefers/containers within the free time as the case may be, will be solely to the CHA's account. CHA shall be wholly responsible for damages to the cargo as assessed by the nominated surveyor appointed by MMTC.

- b) In case of bulk cargo clearance of goods delayed, due to laxity on the part of CHA beyond the free time allowed by port authority, demurrage as levied by port authority shall be recovered from CHA at actual. CHA to ensure all clearances for before berthing of vessel, it is reiterated, that any delay in clearances, due to laxity of CHA, demurrage if any shall be recovered from CHA at actual.
16. CHA to also ensure despatch of material to nominated MMTC's designated godown at different locations or to the buyer as per instructions given by MMTC from time to time. MMTC will ensure preparation of DD/Pay Order or make online payment towards customs duty/ shipping line charges promptly on receipt of detailed cost break up from CHA. CHA to ensure submission of cost break up within 1 working day of receipt of copy shipping documents and to ensure timely collection of shipping documents and dd/pay order as and when called by MMTC.
 17. In case of containerized cargo, CHA to ensure that under no circumstances the clearance of goods should get delayed beyond 3 (three working days), failing which penalty will be levied as mentioned in the agreement below. Any detention/demurrage charges due to inefficiency of CHA will be solely to CHA account. In such cases, CHA shall be wholly responsible for damages to the onion's (perishable) cargo as assessed by the nominated surveyor appointed by MMTC,
 18. If required, CHA shall be ready to arrange for drying of the cargo at the nominated godown/open space earmarked for the purpose by MMTC and repack the same and shift it to the designated godown of MMTC, strictly in presence of MMTC's nominated surveyor/officials. While drying up the cargo the CHA shall ensure safety and security of the same.
 19. In case of containerized cargo, after discharge of cargo and its weighment at a weighbridge nominated by MMTC, as per instructions of MMTC, the CHA will arrange for transportation of containers to MMTC's nominated warehouses at different locations (either into the port warehouse or outside the port), do the de-stuffing of containers (if any), bagging, stitching, sweeping and collection and stocking of the cargo on an immediate basis.
 20. In case of bulk cargo/Pelletized bulk cargo, after discharge of cargo, the weighment is to be done at port Weigh Bridge before it is taken to the port warehouse, and shall arrange to store in such manner as may be directed and shall arrange its drying either at port warehouse or at designated warehouse as the case may be.
 21. For weighment purpose, it is to be ensured that the net weight of the cargo is only considered and the weight of pellet is to be done separately.
 22. CHA will have excellent working rapport with customs, government and other port related ancillary agencies. All local correspondence and communication regarding clearance on MMTC's behalf will be done by CHA.
 23. CHA will ensure submission of detailed bill to MMTC towards agency/clearing charges latest by 20th of the next month following the month of clearance of goods.
 24. CHA will monitor the progress of discharge on daily basis and give status report on day to day basis to MMTC apart from submission of report regarding final quantity received.
 25. Despatch of cargo from the port area, container yard/godown shall be done only after getting clear written instructions from MMTC and under the supervision of surveyor & protecting agent nominated by MMTC for the same.
 26. In case of containerized cargo, CHA will also be responsible for receipt of 2% empty extra hessian/mesh bags from MMTC's supplier in presence of surveyor & protecting agent nominated by MMTC as well as delivery of the stored consignments from godowns to parties after receiving clear written instructions for the same from MMTC.

(TO BE SIGNED AND STAMPED BY BIDDER)

TECHNICAL BID – PART III: DRAFT CHA AGREEMENT (ON RS 500 STAMP PAPER)

This Agreement is made at Mumbai on _____ between **MMTC Limited**, a Company registered under The Companies Act, 1956 having its office at MMTC House, C-22, Bandra-Kurla Complex, Bandra (East) Mumbai 400 051 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, successors, assigns & administrators on the FIRST PART.

AND

M/s. _____, a company or partnership firm or proprietary concern registered under Company Act 1956/Partnership firm having its registered office at _____ hereinafter called 'CHA', which expression shall unless repugnant to the context shall mean and include its successors, heirs, executors and assigns on the SECOND PART.

WHEREAS MMTC invited tender no. **MMTC/MUM/AGRO/CHA/ONION/2019-20/03 dt:17.12.2019** for appointment of CHA for Clearing, handling, transporting and storing of bagged & containerized ONION'S – HIGHLY PERISHABLE AGRO PRODUCT/SIMILAR (AGRO) PRODUCT (hereinafter will be referred to as 'goods') to undertake the work of clearing, handling, and transportation of cargo at nominated **godowns** as and when required and instructed to do so.

AND WHEREAS party on the Second Part having the necessary infrastructure and facilities for carrying out such an activity have agreed to offer their services and quoted rates against the said Inquiry of MMTC, after subsequent negotiations, if any, between MMTC and CHA both the parties have agreed to the rates as per Annexure – 1A, 1B & 1C

AND WHEREAS MMTC has issued WORK ORDER No: dtd.....to CHA to undertake the work of clearing, forwarding and transportation of cargo, if required arriving at Nhava Sheva and Mumbai Port in containerized bagged cargo, containerized bulk cargo.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. It is confirmed by CHA that they possess valid license bearing No. _____ in their name as Custom House handling agent for undertaking handling operation of agro products, goods which is valid upto dt:_____.
2. CHA shall ensure that the said license will be kept valid during currency of this agreement.
3. If at any time during currency of the agreement, the said CHA license is cancelled by the concerned authority for any reason, the CHA would intimate the same to MMTC and for any consequences resulting thereto would indemnify MMTC. MMTC reserves the right to cancel the agreement without prejudice to its other rights.
4. CHA has furnished the unconditional, on demand and without demur a Performance Guarantee/Interest free security deposit of Rs. 12,50,000/- (Rupees Twelve Lakh Fifty Thousand only) for due and satisfactory performance of the contract which shall be valid for initial period of One year with claim period of 06 (six) months in case of PBG, and to be renewed if required by MMTC till the finalisation of contract. The Performance Guarantee shall be released to CHA on successful and satisfactory execution of the said contract. No claim shall be admissible against MMTC in respect of interest on Performance Guarantee

- regardless of the time of the release.
5. MMTC Reserves the right to forfeit the Performance Guarantee if CHA commits any breach of contract or fails to fulfill any term (s) or condition (s) of the contract.
 6. CHA on receiving information from Port Authorities or on intimation given by MMTC's officials of the arrival of the cargo shall promptly arrange and obtain clearance of goods from the port authorities. If the original shipping documents have not been received, CHA shall arrange for Indemnity Bond (s) in favour of the owner/master of the vessel and other necessary documents for immediate clearance of cargo.
 7. CHA shall liaise closely with the vessel agent for all necessary arrangements to clear the cargo in time.
 8. On surrendering of original shipping documents, when received, to the vessel agent, CHA shall arrange to get the Indemnity Bond released from the vessel agent and deposit the cancelled Indemnity Bond in original with MMTC.
 9. CHA shall arrange for PHO/PQ, FSSAI clearance, and all other state/central statutory requirements, if any, and submit redeemed PHO/PQ bonds etc. back to MMTC.
 10. CHA should be well informed about the Direct Port Delivery registration and clearance process.
 11. CHA should be well informed about the geographic locations of various CFS have necessary facilities viz. plug-in point etc. required for proper storage of Reefer containers/cargo.
 12. CHA will have to update MMTC w.r.t availability of suitable CFS's having infrastructure to handle reefer containers and also assist MMTC in identifying economical and viable CFS.
 13. CHA will have to intimate well in advance regarding the ETA (Expected Time of Arrival) of vessel enabling MMTC to arrange for copy of shipping documents for executing movement of reefers in DPD- preferred CFS's through CHA.
 14. CHA shall arrange for all Custom clearance activities, including but not restricted to customs duty payment and other related activities for smooth clearance of cargo. CHA shall arrange for the payment of custom duty on behalf of MMTC and completion of all custom formalities. CHA shall also arrange short landing certificates from the Port Trust/Customs authorities wherever necessary and hand it over to MMTC for lodging claims with supplier/Insurance company/underwriter/ship owner well within the time.
 15. Considering the nature of the cargo CHA shall ensure that hooks will not be used at the time of handling of the cargo.
 16. CHA/Transporter shall be paid as per the finalized and agreed upon rates as enclosed with this agreement at Annex. IA, IB & IC, which shall form an integral part of this agreement.
 17. MMTC shall pay remuneration for services rendered by CHA at the contracted rates as per clause 16 above, upon submission of bills subject to scrutiny by MMTC. If any additional service is required to be performed, the remuneration for the same will be paid at the rate as negotiated and fixed by mutual agreement.
 18. Upon written request of MMTC, the CHA shall arrange to pay Port Charges, Terminal Handling Charges, Container Yard Charges and Container Handling Charges etc. after deducting applicable TDS as per Income Tax Act and submit the original receipts/bills to MMTC well within the time for reimbursement at actuals.
 19. CHA shall receive the cargo on behalf of MMTC at unloading points; get Customs appraisal and all other such formalities and also arrange proper transportation and storage of the cargo in warehouse, which shall be intimated by MMTC, if required.
 20. The de-stuffing of containers shall also be the responsibility of the CHA. After de-stuffing of the containers at the designated warehouse, CHA shall arrange to surrender the containers well within the free time as the case may be.
 21. If the cargo is moved from Port to any outside warehouse, the transportation shall be arranged by CHA and it will be the responsibility of the CHA to ensure the safety of the cargo. Any Charges for damage incurred to the containers during clearing & handling shall be to CHA's account.
 22. CHA, on the instructions of MMTC, shall arrange drying of the cargo at the designated place of MMTC, re-bagging, stacking etc in the presence of nominated surveyors appointed by MMTC. CHA shall ensure that the cargo is intact, without any shortages excluding the 'moisture loss' due to drying and sorting, as assessed by the nominated surveyor of MMTC.
 23. CHA shall be responsible for monitoring the delivery, if any, at hook point/container yard and **no delivery shall be affected without the written instructions of MMTC**. All deliveries shall be made in the presence of Surveyors nominated by MMTC and representatives of MMTC and CHA shall co-ordinate with the Surveyors for affecting the deliveries wherever required.
 24. All statutory formalities including endorsement on way bills etc., wherever necessary to be carried out by CHA and endorsed copy in original to be deposited with MMTC.
 25. All the Exchange Control copies (in original) of Bills of Entry shall be deposited by CHA directly with

MMTC.

26. All deliveries shall be made in the presence of the Surveyors nominated by MMTC and CHA shall co-ordinate with the Surveyors for affecting the deliveries.
27. CHA shall maintain complete account of cargo discharges and containers and shall submit daily/weekly report to MMTC.
28. CHA shall maintain record of goods received in reefers/in bulk and furnish container wise/hatch wise data to MMTC as and when demanded.
29. CHA shall not have any right to create a charge, lien, sell, transfer, pledge, hypothecate or otherwise encumber the stocks of the MMTC, under any circumstances.
30. Due to negligence of CHA, if any shortage, deterioration in quality and contamination of the product during handling of cargo from port, drying or storage is found as per the report of nominated surveyor of MMTC, then losses/damages will be compensated by CHA on demand without prejudice to any other legal remedy.
31. It will be the responsibility of CHA to make all arrangements like procuring adequate labour and other necessary equipments required for bagging and standardization of cargo.
32. CHA shall assist in obtaining all permissions, licences/permits required from any Government and local bodies for storage of product in the warehouse.
33. CHA shall arrange at their cost all work connected with weighing, supervision of unloading and re-loading work, wherever required and submit the original receipts/bills to MMTC for reimbursement.
34. CHA shall arrange to pay directly all rates, duties, taxes, levies, cess, excise and octroi – state and central – and any other Charges and duties etc., payable on the product on behalf of MMTC, if required.
35. CHA shall not assign or in any manner make over the said agency or this contract to any other firm/person.
36. MMTC reserves the right to appoint one or more CHAs without giving any reasons, whatsoever, within the same territory and CHA shall not create any situation which may prevent MMTC from doing so. In case of appointment of more than one CHA, the work shall be allotted on rotation/pro-rata basis as per the discretion of MMTC.
37. MMTC can appoint and utilize the services of other CHA whenever it feels necessary or on arising of any circumstances without assigning any reasons thereof.
38. MMTC reserves the right to terminate the agreement without giving any notice and without assigning any reason thereof, in case CHA fails to work fully for the assignment as may be entrusted by MMTC and discharge its duty in satisfactory manner. MMTC's decision shall be final on this. This will not however absolve CHA of the responsibility to pursue and settle claims of MMTC during pendency of the contract.
39. In case of failure on the part of CHA to get the required work done, MMTC shall get the same done from other agency at the market rates and CHA shall have to bear the difference in the market rate paid by MMTC and the contractual rate for any or all the services as the case may be.
40. On termination of agreement either on completion of the work or in terms of para 39 above, CHA shall deliver to MMTC all or each of the consignment and all books or accounts and documents relating to MMTC, which are in their possession or control.
41. MMTC has right to inspect the goods under custody of CHA at any time and seek all relevant records/documents.
42. CHA shall strictly abide by all the rules and regulations of the Government policy and local authorities.
43. CHA shall be liable for all costs, damages, demurrage, detention and other such things in operation due to the negligence of CHA or underperformance of any service or any breach of terms thereof. The quantum of such damages will be determined at the sole discretion of MMTC on the occasion of such eventuality.
44. **Penalties:** In case of delay in clearance of goods penalties shall be charged to CHA as under:
In case of containerized cargo clearance of goods is delayed beyond **3 (three) working days**, penalty will be imposed on CHA as follows:-

Sl. No.	Delay period (After initial 3 working days and upon receipt of original shipping documents)	Penalty
1	PER DAY BASIS	a) Rs 7500/- per 40' Reefer container of un-cleared B/L. (4 th to 6 th day) b) Seventh day (7 th day) onwards – Minimum Rs 7500/- per 40' feeter container of un-cleared B/L or at actual whichever is higher.

Further, detention/demurrage Charges if any caused due to delay in clearance of B/L or returning of empty reefers/containers within the free time as the case may be, will be solely to the CHA's account. CHA shall

be wholly responsible for damages to the cargo as assessed by the nominated surveyor appointed by MMTC.

- b) In case of bulk cargo clearance of goods delayed, due to laxity on the part of CHA beyond the free time allowed by port authority, demurrage as levied by port authority shall be recovered from CHA at actual. CHA to ensure all clearances for before berthing of vessel, it is reiterated, that any delay in clearances, due to laxity of CHA, demurrage if any shall be recovered from CHA at actual.
45. CHA must have registration number with Employees Provident Fund Authority and also required to have registration under the Contract Labour (Regulation and Abolition Act, 1970), and shall be responsible for filing regular monthly returns with PF Authorities and ESIC besides a declaration to the effect that labourers are covered under Insurance/Workmen Compensation Act, etc.
46. CHA will indemnify MMTC for all loss suffered against all costs, damages, demurrages, detention and other such things in operation due to negligence of CHA or due to their non-performance / underperformance of any services and/or obligations, or any breach of any terms and contract. Notwithstanding, anything contained in the contract, if for any reason MMTC is disabled or prevented from performing any of its obligation under the contract it shall inform to CHA, who shall have no right to claim any payment whatsoever from MMTC either by way of price, compensation, damages or otherwise, in respect of the contract. CHA shall also keep MMTC fully indemnified for the conduct of its employees/agent.
47. CHA shall maintain/arrange to store the cargo in terms of insurance policy to be taken by MMTC.
48. The Invitation of Bids, terms and conditions of Tender, Bid of the CHA, agreed rates and Letter of Acceptance/Work Order issued by MMTC along with any amendment issued prior to signing of this agreement shall constitute the Contract between the CHA and MMTC.
49. This Agreement shall be valid for a period of One year from the date of issue of work order. However, the agreement can be extended by mutual consent in writing of the parties.
50. If any portion of this Agreement or its application is construed to be invalid, illegal or unenforceable, then the other portions of the Agreement or its application thereof shall not be affected thereby and shall be given full force and effect without regard to the invalid or unenforceable portions.
51. Any Changes/amendments to this agreement shall be valid only when both the parties to said agreement mutually agree and sign the amendment.
52. In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation and clarification provided by MMTC shall prevail and shall be final and binding on the CHA.
53. **CONFLICT OF INTEREST:** The CHA shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
54. **FRAUD PREVENTION POLICY:** CHA shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.
55. **GENERAL:**
- a) This Contract constitutes the whole of the contract between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Contract not incorporated in this Contract shall be binding on either of the Parties.
- b) b) All provisions and the various clauses of this Contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Contract shall remain of full force and effect. The Parties declare that it is their intention that this Contract would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
56. **RELATIONSHIP BETWEEN THE PARTIES:**
- a) Nothing in the Contract constitutes any fiduciary relationship between MMTC and CHA or any relationship of Employer Employee, Principal and agent, or partnership, between MMTC and CHA.

- b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- c) MMTC will not be under any obligation to the Implementation by CHA's Team except as agreed under the terms of the Contract.
57. **NO ASSIGNMENT:** The Selected Bidder/CHA shall not sub-contract, transfer, assign or otherwise part with the tender/Contract or any part thereof, either directly or indirectly or transfer any interest, right, benefit or obligation under the contract.
58. **WAIVER:** The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to this Agreement/contract shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.
59. **NON-SOLICITATION:** The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organization or otherwise and whether directly or indirectly during or for a period of 3 months from the end of the Term solicit or entice away or attempt to solicit or entice away (or authorize the taking of any such action by any other person) any [key] executive of the other party who has worked during the existence of the present term of contract. [Each of the parties shall notify the other in writing of those executives whom they regard as "key" for these purposes.]
60. **SEVERANCE:** If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.
61. **GOVERNING LAW:** This contract shall be governed in accordance with the laws of India.
62. **CONFIDENTIAL INFORMATION:** The parties acknowledge a duty not during or after the Term to disclose without the other's prior written permission any confidential information either concerning the other's business, its business plans, customers or associated companies or resulting from studies or surveys commissioned and paid for by MMTC. For the avoidance of doubt, the restrictions in this Clause shall not prevent:
- a) The disclosure or use of Information in the proper performance of the CHA's duties;
 - b) The disclosure of Information if required by law;
 - (c) The disclosure of Information which has come into the public domain otherwise than through unauthorized disclosure.
63. **INTEGRITY PACT AGREEMENT:** The CHA shall be required to execute a Integrity Agreement with MMTC to the effect that all proprietary and confidential information or personal data of MMTC and the borrowers/guarantors & their legal heirs shall be utilized strictly confidentially and shall not be shared with any outside unauthorized person.
64. **INDEMNITY:** The CHA undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any actions, sanctions, claims, losses, demurrage, demands, expenses or costs whatsoever that MMTC may incur and / or suffer on account of any default on the part of the CHA in the discharge of the obligation under this contract, including but not limited to the claims and any other circumstances. In case, CHA fails/ has failed to deliver service as per terms and condition set out in contract or if MMTC at its sole discretion considers that the CHA is not in a position to fulfill its obligations, MMTC may without being obliged to do so and without prejudice to any of its other rights and remedies, repudiate this contract/agreement and procure the scope of work done at the cost and risk of the CHA from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract.
65. **HOLIDAY LISTING:** Notwithstanding anything contained in this agreement, MMTC's policy for holiday listing of CHA mutatis mutandis applies to this agreement and in the event, the CHA(s) while discharging its obligations under the agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or taken any curative measures with the CHA(s) in accordance with the policy in force.
66. **FORCE MAJEURE:** If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments (including but not restricted to prohibitions of exports and imports) fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagements shall be postponed

during the time when such circumstances are operative.

67. If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages”
68. 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/agreement.
69. **CONTINUANCE OF THE CONTRACT:** Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.
70. **ARBITRATION CLAUSE:** Any dispute or difference whatsoever arising between the parties herein 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 and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act 1996, as amended up to date subject to judicial pronouncement, shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue/seat of the Arbitration shall be Mumbai and the governing law shall be Indian Law.
71. **UNDERTAKING:** The CHA should give an undertaking on stamp paper stating they will not carry any anti-national activity in the premises allotted to them and will abide all laws of the country.
72. **GOVERNING LANGUAGE:** The Contract is written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.
73. **“NO CLAIM” CERTIFICATE:** The CHA shall not be entitled to make any claim, whatsoever against MMTC, under or by virtue of or arising out of, the contract, nor shall MMTC entertain or consider any such claim, if made by the CHA after it has signed a “No claim certificate” in favour of MMTC in such form as shall be required by it after the work is finally accepted.
74. **AMENDMENTS TO THE CONTRACT:** Any changes or amendments to this contract shall be carried out on mutual agreed basis and the same shall be reduced in writing duly signed by authorized representatives of both parties, which shall form an integral part of this contract.
75. **VALIDITY OF AGREEMENT:** For one year or completion of work assigned whichever is later.

Signed, sealed and delivered by the parties at Mumbai on the date and year appearing hereinabove

For CHA.

For MMTC LIMITED.

Authorized Signatory

Authorized Signatory

Witnesses:

1.

2.

TECHNICAL BID – PART IV: DRAFT TRANSPORTER AGREEMENT (ON RS 500 STAMP PAPER)

AGREEMENT

THIS AGREEMENT made at Mumbai on this _____ day of _____ December 2019 between **MMTC Ltd**, a company registered under Companies Act,1956 having its office at MMTC House, Plot No C-22, E-Block, Bandra-Kurla Complex, Bandra (E), Mumbai –400051 and its Corporate Office at Core-1, SCOPE Complex, 7 Institutional Area, Lodi Road, New Delhi - 110003 ; (**hereinafter referred to as MMTC** which expression shall include its successors, Executors and assignees,) of the one part

AND M/S _____, a Proprietor/Partnership/Co. firm having its office at _____; (**hereinafter referred to as the Transporter** which expression shall include its legal heirs successors and assignees) of the other part.

AND WHEREAS MMTC Ltd., has invited tender on _____ for transporting of Onions (Highly perishable cargo; hereinafter referred to as **Cargo**) from Jawaharlal Nehru Port Trust (JNPT)/ Container Freight Station (CFS) to Nominated warehouses.

AND WHEREAS the bid dated _____ submitted by the contractor has been accepted by MMTC Ltd. and the transporter has accordingly been informed of the decision. All Terms and Conditions of NIT, Price-bid offer and Letter of Intent (LOI). No. _____ dated _____ will form an integral part of the contract.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

It is hereby agreed by and between the parties hereto that the transporter shall be paid at the rates to be negotiated for every consignments as per provisions of the agreement. The Transporter shall be responsible for:

1. To lift and transport the aforesaid cargo from JNPT/CFS, Nhava Sheva, to the nominated warehouses at various places within the time as declared by MMTC. In case the transporter fails to commence lifting of the cargo within such declared time in the written instruction i.e. Delivery Order, penalty will be charged @ of Rs. 7500/- per truck with Genset enabled REEFER facility per day.
 - i. The detention charges if any payable to CFS at actual shall be charged on the unlifted quantity and debited to transporters account till the material is transported by transporter or alternative arrangements are made by MMTC to transport the same at the risk and cost of the transporter.
 - ii. To maintain close liaison with the MMTC's offices/ nominated warehouses, handling agents, surveyors and other such authorities as may be required to be contacted for the efficient and expeditious transportation of the cargo.
 - iii. To ensure timely supply of adequate numbers of Truck/Trailer/Genset enabled truck having reefer facility required by MMTC for transportation of the cargo from time to time.
 - iv. To handle and transport all the cargo entrusted to him and to remain fully responsible/answerable to MMTC for the said cargo and for rendering proper account of the consignment entrusted to him from time to time.

- v. To observe and comply with all necessary formalities, Rules and Regulations with Customs, Municipal Authorities including Octroi Authorities and JNPT, GST Authorities and any other Statutory Body in respect of interstate movement, for ensuring proper transportation of the said perishable cargo. The transporter shall be responsible for all damage/ losses arising out of any infringement or contravention of the said Rules/Regulations.
 - vi. To place the Truck/Trailer/Genset enabled truck, as per instructions given by MMTC's Officers and/or Handling Agents.
 - vii. To ascertain before arranging for said Truck/Trailer/Genset enabled truck the probable quantity for dispatch for which appointment should be sought in advance from the Warehouse-in -Charge , Handling agent/ and thereafter arrange adequate number of said Truck/Trailer/Genset enabled truck.
 - viii. To load the reefer properly onto the genset enabled truck ensuring no damages are caused to the said reefer.
 - ix. To give sufficient advance notice to the concerned warehouse for loading and unloading of the cargo beyond office hours and on holidays.
 - x. To appoint qualified and experienced persons possessing necessary permit license for supervising and coordinating the operations involved in the transportation of the cargo.
 - xi. To carry the cargo at their own risk and responsibility and shall indemnify MMTC and keep indemnified against all claims arising from death or injury to any person or property caused by any of their motor vehicles or trailers or mechanical applications or any damage or loss to the perishable cargo entrusted to them by MMTC.
 - xii. To arrange for survey of damaged cargo whenever necessary as per instructions of MMTC and for transporting clear and undamaged cargo in accordance with the instructions issued by MMTC.
 - xiii. To issue clear MTR with full details of the cargo such as descriptions of the cargo, quantity, number of pieces , weight both net and gross and registration no. of the truck/Truck/Trailer/Genset enabled truck with reefer facility in which the material is loaded, etc.
 - xiv. To comply with all the statutory provisions of the labour legislation enacted by the Central and State Government or any authority there under including the contract labour (Regulation and Abolition) Act 1970, Workman's Compensation Act or any such Acts or Scheme framed there under regarding engagement of the labour for handling of the cargo.
2. After taking delivery of the consignment at JNPT/CFS, the same should be taken directly to the destination stations without any delay and the consignment should not be unloaded or transshipped en-route or taken to any other warehouse/destinations whatsoever. Maximum care should be taken to transport the cargo safely. The transporter shall within stipulated days of loading of the cargo for the transport keep MMTC Mumbai informed about the full deliveries of the cargo at the nominated warehouses in good and sound condition. The receipt of the cargo at the designated warehouse is to be provided to MMTC, Mumbai immediately on delivery.
 3. The transporter agrees to supply on demand as many Truck/Trailer/Genset enabled truck with reefer facility per day as per MMTC's requirement.
 4. The transporter shall ensure that only the Truck/Trailer/Genset enabled truck in good condition are used for loading of the reefers.
 5. As per MMTC's instructions the transporter is required to do the weighment of the empty Truck/Trailer/Genset enabled truck and loaded trucks at the nominated weighbridges at JNPT/CFS. Similarly the weighment of the loaded Truck/Trailer/Genset enabled truck is also required to be done near the nominated warehouse/CFS.
 6. Any excess quantity accepted by the transporter over and above carrying capacity of the Truck/Trailer/Genset enabled truck, will be at the sole risk and responsibility of the Transporter.

7. No transshipment will be allowed. However, in case of major breakdown or accident, the transporters shall immediately inform both the originating and destinations offices of MMTC and the nominated warehouse and satisfy its office at Mumbai about the unavoidable necessity to effect the transshipment. Even in such cases the penalty as indicated in clause 1 above will be applicable.
8.
 - i) The transporter will be fully responsible for any loss/damage/theft/pilferage to the consignment during transit and also loss/damage, if any, caused to the workman/building/property etc. both at loading/unloading points. MMTC reserves its right to make good such losses due to theft/pilferage of consignment and/or workman/building/property/person not withstanding any provision mentioned to this effect in the Lorry receipt/MTR's from the transporters.
 - ii) In case of non-delivery of the whole or part of the quantity within the stipulated time at the nominated warehouse, the transporter shall be liable to pay MMTC @ 110 percent of the sale value of the material not delivered to MMTC as on date of loading.
 - iii) In case of theft/loss of the consignment en-route, the Transporter should lodge a police complaint/FIR and furnish a copy of the same to MMTC and follow-up the same.
 - iv) Lorry Receipt/MTR will be issued by the transporter at carrier's risk.
9. There is no certainty as to the quantity to be moved to the destination(s) and this will depend on actual requirement from time to time as also the urgency of such movement by road. The transporter shall have to undertake the movement, whenever required by MMTC.
10. The transporter will not avoid or refuse to transport the perishable cargo (onion) entrusted to him and in case of his refusal the same will be transported through other means of transportations at the risk and cost of the Transporter and the difference, if any in freight and other expenses incurred or paid by MMTC to such other transporter and/ or losses suffered or, sustained by MMTC by said reason will be recovered from the Transporter from the pending bills of the transporter or from the Bank Guarantee furnished by them without prejudice to the MMTC's legal right to recover the said expenses or damage under the law.
11. The taxes/duty, if any levied by Govt. from time to time will be initially paid by the Transporters and will be reimbursed to them at actual on production of original receipts subject to scrutiny by MMTC. All transportation related payments including freight will be made within 15 working days on the production of clean documents complete in all respect in proof of the delivery of the cargo at warehouses, subject to scrutiny by MMTC.
12. Detention charges as mentioned in clause 1 (i) shall be admissible at nominated warehouses on the recommendation/certificate of nominated Warehouse – In - Charge except in cases beyond MMTC's control. Detention charges shall only become liable provided the Truck/Trailer/Genset enabled truck arrived before 2.00 PM on any working day and if not unloaded due to nominated warehouse. Detention charges at loading station shall only arise if the Truck/Trailer/Genset enabled truck are placed for loading before 2.00 PM and on certification from Warehouse Incharge at nominated places.
13. Any loss or damage to the official's workman/building/property/person.etc both at the loading and unloading points will be compensated by the Transporter directly.

14. The Transporter shall be responsible for any damage caused to the rolling stocks/property/equipment of the Port Trust/CFS or of the MMTC or MMTC's staff.
15. MMTC reserves the right to appoint more than one Transporter for each destination to transport the cargo and in that event, discretion to allot cargo for transportation will be according to the exigencies of the trade and performance of the transporter which cannot be questioned by the transporter.
16. MMTC reserves right to terminate the contract for any breach of these provisions without prejudice to the right to recover adequate compensation for the loss sustained by it by giving the transporter one month notice in writing at the address appearing in the recital herein above. However the rights of MMTC shall remain intact till the account is settled.
17. CHA Transporter has furnished the unconditional, on demand and without demur a Performance Guarantee/Interest free security deposit of Rs. 12,50,000/- (Rupees Twelve Lakh Fifty Thousand only) for due and satisfactory performance of the contract which shall be valid for initial period of One year with claim period of 06 (six) months in case of PBG, and to be renewed if required by MMTC till the finalisation of contract. The Performance Guarantee shall be released to transporter on successful and satisfactory execution of the said contract. No claim shall be admissible against MMTC in respect of interest on Performance Guarantee regardless of the time of the release.
18. In case the work of the transporter is not found to be satisfactory and the MMTC incurs any expense to make good any shortcomings on the part of the transporter, all such charges and expenses incurred by MMTC will be recovered from the Transporter either from the Performance Bank Guarantee deposited by them or from their bills without prejudice to MMTC's right to recover the same by other lawful means. MMTC reserves the right to terminate the contract without attracting any claim on it.
19. **Fraud Prevention Policy:** The Transporter shall be required to certify that he would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow other (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.
20. **Conflict of Interest:** The Transporter shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
21. **Tenure of the Contract:** This contract shall be deemed to have come into force with effect from _____ December 2019 and shall be valid up to _____ 2020 and the same may be extended for further period of one year by mutual consent of both the parties.
22. **Undertaking:** The Transporter should give an undertaking on requisite stamp paper stating they will not carry any anti-national activity in the premises allotted to them and will abide all laws of the country.
23. **Force Majeure:** If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotions, sabotage, quarantine, restrictions, acts of God and acts of governments (including but not restricted to prohibitions of exports and imports) fires, floods, explosions, epidemics, strikes or any other labor trouble, embargoes, then the date of fulfillment of any obligations engagements shall be postponed during the time when such circumstances are operative.
If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages”

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract/agreement.

24. **“No Claim” Certificate:** The Transporter shall not be entitled to make any claim, whatsoever against MMTC, under or by virtue of or arising out of, the contract, nor shall MMTC entertain or consider any such claim, if made by the Transporter after it has signed a —No claim certificate in favour of MMTC in such form as shall be required by it after the work is finally accepted.
25. **Arbitration Clause:** Any dispute or difference whatsoever arising between the parties herein 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 and Managing Director (CMD) of MMTC. The provisions of Arbitration and Conciliation Act 1996, as amended up to date subject to judicial pronouncement, shall apply to such arbitration proceedings. The award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration shall be Mumbai and the governing law shall be Indian Law.
26. Amendment: The changes, modifications, additions in terms and conditions of this contract shall be in writing duly signed by the Authorised Representatives of both the parties.

IN WITNESS HEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HAND AND SEAL ON THIS _____ DAY AND _____ YEAR HEREIN ABOVE.

For THE TRANSPORTER.

For MMTC LTD.

Authorized Signatories

Authorized Signatories

WITNESS : 1. _____

WITNESS : 1. _____

WITNESS : 2. _____

WITNESS : 2. _____

PART B : PRICE BID

PRICE BID VALID TILL 31st DECEMBER 2019.

ANNEXURE – 1 A

PRICE BID FOR CLEARANCE AND HANDLING OF CONTAINERISED (REEFER) BAGGED ONIONS (HIGHLY PERISHABLE)

SL. NO.	SERVICES	Basis	PRICE in Rs (Excl. of GST)
1	Agency Charges	PMT	
2	Custom clearing and documentation	Per Bill of Entry	
3	Bond Charges – (Stamp Paper cost shall be on actual basis and will not be considered for evaluation)	Per Bond	
4.	Providing Industrial pedestal fan, palates (if required) and lights for drying	Per Unit/Per day	
5	Handling charges (labour) for drying (using industrial fans, lights and pallets to be arranged) covering, unloading the cargo from containers, placing the bags on pallets and subsequently, loading in truck for delivery. (25 kg bags).	As per note 3 below	At Actual
6	Handling charges (labour) for drying (using industrial fans and lights to be arranged) covering, Unloading of meshed onion bags (25 Kg) from reefer containers at warehouse, Cutting open the bags and spreading Onions on floor, altering intermittently, Sorting, Grading etc. Re-bagging & stacking of onions into 25 Kgs meshed bags, Loading of meshed onion bags into Trucks.	As per note 3 below	At Actual

NOTE:-

1. The bids for clearing related services at Sl. No. 1, 2 &3 will be evaluated collectively.
2. Services at Sl. No. 2 & 3 shall be evaluated on PMT basis for which 1 B/E will be taken as 10 containers and 1 container will be taken as 25 MTS for evaluation purpose only, irrespective of number of containers per B/E and weight per container.
3. Unloading and loading charges, warai, thappi, bagging stitching & stacking charges at warehouse where private labour/mathadi/non-mathadi labours are engaged will be re-imbursed/paid as per the agreement with respective warehouse or Mathadi labour board rates or non mathadi as the case may be.
4. Following charges shall be re-imbursed to CHA on actual basis against the submission of original bill/receipts subject to scrutiny by MMTC.
 - a) Statutory charges pertaining to clearance (PQ, FSSAI, stamp duty etc.)
 - b) Shipping Line Charges
 - c) CFS Charges.
 - d) Weighment charges.

(TO BE SIGNED AND STAMPED BY BIDDER)

PRICE BID FOR CLEARANCE AND HANDLING OF BULK BAGGED ONIONS ARRIVING AT MUMBAI PORT. (HIGHLY PERISHABLE)

SL. NO.	PARTICULARS	BASIS	RATE IN RS (EXCL. OF GST)
1	Agency Charges	PMT	
2	Custom clearing and documentation	Per Bill of Entry	
3	Stevedoring Gears (Forklift, Side Skid Nets, Labours etc.) if required.	PMT	
4	Shifting Palletised cargo from Wharf to Port Sheds (Loading pallets into trailers/truck, transport and unloading at port shed) (Weighment of trucks/trailers inside the port premises will be reimbursed at actual)	PMT	
5	Providing Industrial pedestal fan, palates (if required) and lights for drying	Per Unit/Per day	
6	Handling charges including (labour) for drying (using industrial fans, lights to be arranged), de-palletising the cargo and subsequently, loading in truck for delivery. (25 kg bags).	PMT (Inside the Port Premises)	
7	Handling charges including (labour) for drying (using industrial fans and lights to be arranged), Unloading of meshed onion bags (25 Kg) from trucks at warehouse, Cutting open the bags and spreading Onions on floor, altering intermittently, Sorting, Grading etc. Re-bagging & stacking of onions into 25 Kgs meshed bags, Loading of meshed onion bags into Trucks.	As per note 2 below	At Actual
8	Security Charges at Port	PMT	

NOTE:-

1. The bids will be evaluated on PMT basis for services at Sl. No. 2 for which 1 B/E will be considered for each 3,500 Mt for evaluation purpose only.
2. Unloading and loading charges, warai, thappi, bagging stitching & stacking charges at warehouse where private labour/mathadi/non-mathadi labours are engaged will be re-imbursed/paid as per the agreement with respective warehouse or Mathadi labour board rates or non mathadi as the case may be.
3. Following charges shall be reimbursed to CHA on actual basis against the submission of original bill/receipts subject to scrutiny by MMTC.
 - a) Statutory charges pertaining to clearance (PQ, FSSAI, stamp duty etc.)
 - b) Port Charges
 - c) Weighment charges.

PART B : PRICE BID

PRICE BID VALID TILL 20th DECEMBER 2019.

ANNEXURE – 1 C

PRICE BID FOR TRANSPORTATION OF CONTAINERISED (REEFER) & BREAK-BULK BAGGED ONIONS (HIGHLY PERISHABLE)

DESTINATIONS	40 FEET GENSET ENABLED TRAILERS FROM CFS TO FOLLOWING DESTINATIONS	NORMAL TRUICKS FROM CFS TO FOLLOWING DESTINATIONS	NORMAL TRUICKS FROM MBPT TO FOLLOWING DESTINATIONS
	(RATES TO BE QUOTED ON PER TRAILER BASIS)	(RATES TO BE QUOTED ON PMT BASIS)	(RATES TO BE QUOTED ON PMT BASIS)
1. Mumbai			
2. Around JNPT			
3. Dighoda			
4. Jasai			
5. Khopoli			
6. Panvel			
7. Khalapur			
8. Uran			
9. Vashi			
10. Karjat			
11. Nerul			
12. Patalganga (Rasayni)			

NOTE:-

1. Weighment charges of containers at weighbridge shall be reimbursed against the submission of weighbridge receipt at actual subject to scrutiny by MMTC.
2. Unloading and loading charges, warai, thappi, bagging stitching & stacking charges at warehouse where private labour/mathadi/non-mathadi labours are engaged will be re-imbursed/paid as per the agreement with respective warehouse or Mathadi labour board rates or non mathadi as the case may be.
3. Any other related expenses may be specified.
4. Lift On/Lift Off charges payable, if any, while depositing empty reefers will be re-imbursed against the submission of receipts subject to scrutiny by MMTC.

(TO BE SIGNED AND STAMPED BY BIDDER)

INTEGRITY PACT AGREEMENT

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “MMTC”,

And

..... herein after referred to as “The Buyer/Vendor/Bidder/”

Preamble

WHEREAS, MMTC is an international trading company dealing in export/import/sale/purchase of various commodities;

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness / transparency in its relation with its Buyer/Vendor/Bidder. IN

PURSUANCE, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/ Contract between us.

In order to achieve the goals, MMTC may appoint an Independent External Monitor (IEM), who will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of MMTC

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:

a) No employee of MMTC, personally or through family members, will in connection with the auction for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.

b) MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.

c) MMTC will exclude from the process all known prejudiced persons.

2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Buyer(s)/Vendor(s)/Bidder(s)

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.

a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of the contract or to any third person any material or non-material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the auction process or during the execution of the contract.

b) The Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal 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 Buyer(s)/Vendor(s)/Bidder(s) shall not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer(s) /Vendor(s)/Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans, business details including information contained or transmitted electronically.

d) The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.

e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2. The Buyer(s)/Vendor(s)/Bidder(s) shall not instigate third persons to commit offences outlined above or be necessary to such offences.

Section 3 – Disqualification from auction process and exclusion from future contracts.

If the Buyer(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to disqualify the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or to terminate the contract, if already signed, for such reason.

a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

b) If the Buyer(s) /Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MMTC may at its sole discretion revoke the exclusion prematurely.

c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to EMD whichever is higher.

3. If the Buyer(s) /Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s) /Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s) /Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

Section 5 – Previous transgression

1. The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the auction process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the auction process or the contract, if already awarded and can be terminated for such reason.

Section 6 – Equal treatment of all Buyer(s) /Vendor(s)/Bidder(s)

1. MMTC will enter into agreements with identical conditions as this one with all Buyer(s) /Vendor(s)/Bidder(s) without any exception.

2. MMTC will disqualify from the auction process all Buyer(s)/Vendor(s)/Bidder(s) who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Buyer(s)/Vendor(s)/Bidder(s)

If MMTC obtains knowledge of conduct of Buyer(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Buyer(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in this regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. authorities such as CBI.

Section 8 – Independent External Monitor(s)

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, MMTC.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word “**IEM**” would include both singular and plural.

Section 9 – Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

Section 10 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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(For & on behalf of MMTC)

(For & on behalf of Bidder)

(Office Seal) (Office Seal)

Place :

Date :

Witness 1 :

Name :

Address :

Witness 2 :

Name :

Address :

Note: The bidders are advised to communicate with the Independent External Monitors (IEMs) only in case of complaints relating to integrity pact.

(END OF TENDER DOCUMENT)
