



MMTC House,  
Plot C-22, E-Block, Bandra-Kurla Complex,  
Bandra (East) Mumbai-400 051.  
PAN NO.AAACM1433E CIN L51909DL1963GOI004033

E-TENDER FOR services of carting agent for carting/transportation of valuable Cargo From Mial ACC Sahar To/From SEEPZ-Mumbai and loader(s) services ,facility management services at mmtc cargo &seepz

E-TENDER NO.MMTC/MUM/PMD/CARTING/2018-19/02 DATED 31/08/2018

MMTC INVITES OFFERS FOR CARTING SERVICES and loader(s) services ,facility management services at mmtc cargo &seepz

COPY OF TENDER DOCUMENT CAN BE DOWNLOADED FROM OUR WEB SITE:  
[www.mmtclimited.com](http://www.mmtclimited.com) & <http://eprocure.gov.in>

**Terms and Conditions of Tender for Security Transportation Services of Precious/ Semi Precious Cargo**

MMTC Limited a Govt. of India Enterprise is a notified Custodian in SEEPZ is also dealing in precious cargo at its offices in Mumbai at SEEPZ, Sahar International Airport with its Regional Office at MMTC House, C-22 , E-Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051.

MMTC requires services for logistics & security transportation of precious cargo as also customs clearance at Mumbai International Airport Limited ACC , SAHAR of export & import of precious cargo from MMTC Seepz Office To MMTC Sahar Cargo Strong Room @ MIAL ACC & vice versa.

The MMTC Limited proposes to entrust the work/services for logistics & security transportation of precious cargo for VAL operations at MMTC Strong Room, ACC Sahar& MMTC strong room at seepz.w.e.f 01/11/2018 or earlier on the following terms and and condtion as per **Detail1**

The successful bidder is termed as "Carting Agency" hence forth

The Carting Agency which carries on the business of logistics services should also assist in deployment of its Facility management services /personnel/loader services for cargo handling operations in any establishment.

MMTC Limited proposes to entrust the work for deployment of loader for VAL operations at MMTC Strong Room, ACC Sahar(as per detail2) w.e.f 01.11.2018 on the following terms and conditions to such The Carting Agency as per **Detail2**

THE period of this contract for both above works/services is initially for three yearw.e.f 01.11.2018 to 31.10.2021 which is subject to renewal by mutual consent of both the parties herein by written EOI (expression of interest) by interested party to other at least a month prior to expiry of the period subject to consideration and approval of recipient.

## 1. Invitation for Bids

### Submission of Bids

Part A: Technical Bid: (electronic form only). The documents & information as required under the Technical Bid as per Annexure A.

- **Technical bid can be uploaded on electronic mode from 31/08/2018 by 1400 Hrs IST onwards**

(the Original EMD (DD/PO/RTGS) has to be submitted by post/by hand/electronic mode prior to opening of bids).

- **The last date and time of submission of Technical bid will 20/09/2018 latest by 1500 hrs IST.**
- **The EMD furnished through electronic mode should reflect into MMTC's bank account before 1400 hrs. of 20/09/2018.**
- **The pre bid meeting will be on 12/09/2018 at 1400hrs at MMTC BKC House Bandra (E) Mumbai 51**
- **The Technical bid will be opened on 24/09/2018 latest by 1500 hrs IST the tender hoisting can be extended if there are insufficient bids Received by MMTC .**

Technical Bid and Price Bid is to be uploaded separately in the respective option field. Price bid will be opened only of those bidders who qualify in the technical bid.

- **The Price Bid will be opened on 28/09/2018**

For bidding process/uploading of both the bids, bidders may log on to: website <https://mmtc.abcprocure.com>

MMTC Bank details are as under:

- A/C NO:- 230010200004688
- IFSC CODE: UTIB0000230
- Name and Address of Bank: Axis Bank Ltd, Fortune 2000, Gr FlrBKC Branch, Mumbai 400 051

E-TENDER NO.MMTC/MUM/PMD/CARTING/2018-19/02 DATED 31/08/2018

<b>Start date for Downloading tender documents</b>	.....	<b>31.08.2018</b> <b>From 14:00 Hrs</b>
<b>Pre bid meeting @ bkc</b>	.....	<b>12.09.2018 @</b> <b>1400hrs</b>
<b>Last date for Downloading tender document</b>	.....	<b>20.09.2018</b> <b>up to 14:00 HRS</b>
<b>Due date of tender submission</b> <b>(Technical &amp; Price Bid)</b>	.....	<b>20.09.2018</b> <b>up to 15:00 HRS</b>
<b>Technical Bids opening Date</b>	.....	<b>24.09.2018 @</b> <b>1500 HRS</b>
<b>Price Bids opening Date</b>	.....	<b>28.09.2018</b>

**"Annexure A"**

Tender No: MMTTC/MUM/ PMD/CARTING/2018-19/02 DATED 31/8/2018  
TECHNICAL

BIDTenderNo: \_\_\_\_\_  
\_\_\_\_\_ ( Price Bid (to be completed by buyer)

Name of the bidder : \_\_\_\_\_

Address : \_\_\_\_\_

PAN NO (Enclose copy) : \_\_\_\_\_

GST (Enclose Copy) : \_\_\_\_\_

Contact Person : \_\_\_\_\_

Tel. No : \_\_\_\_\_

Fax No : \_\_\_\_\_

E-mail address: \_\_\_\_\_

Details of EMD: D.D/P.O. No. \_\_\_\_\_  
dated \_\_\_\_\_ for (Amount in INR)

RTGS/NEFT details: \_\_\_\_\_

Name of Bank & Branch:

\_\_\_\_\_

We have carefully gone through the terms and conditions of the tender documents and hereby agree to abide by the same for the fulfillment of the contract and have satisfied ourselves regarding quality etc.

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Signature of the bidder & Seal of the Co.  
: \_\_\_\_\_

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Part B: Price Bid Price Bids are also to be uploaded latest by 1400 hrs IST on \_\_\_\_\_ through electronic mode only as per Annexure B..

**Annexure B**

**SCHEDULE OF RATES**

Sr.No	Work	Amount (All figures in INR)		
				Per month
<b>A</b>				
1	SEEPZ to MMTC Strong Room, Sahar & Vice Versa- One trip each for export and import every working day. Extra trips to be quoted as one way <i>(bidder should clarify the details of operational staff which will be provided apart from secure van crew)</i> ----- <i>@seepz From 11am to 7pm (for import,export,&amp; till exports are deposited with cargo custodian) Qty of Loaders :5 Qty of FMS : 2</i> ----- <i>@Cargo for 24 by 7 operation Qty of Loaders 5</i>			
2	<b>CONSOLIDATED MONTHLY CHARGE FOR above ENTIRE PACKAGED SERVICES EXCL OF TAXES</b>			
		Round Trip	One day	Monthly
3.	International Airport (CSI) to MMTC, BKC or SEEPZ & vice versa for spl carting/personal carriage			
4.	MMTC- BKC to SEEPZ and vice versa			
5.	MMTC-BKC to MMTC Strong Room Sahar Air Cargo to MMTC vice versa			
6	Domestic Airport (CSI) to MMTC, BKC or SEEPZ & vice versa			
7	Door to door delivery of Bullion from MMTC, BKC or anywhere in Mumbai a. One delivery b. Two deliveries in same trip c. Three or more deliveries in same trip upto five deliveries d. More than five deliveries in same trip.			
			One day	Monthly
8	Carriage of Jewellery from MMTC BKC to Display Centre/Exhibition venue anywhere in city of Mumbai on per trip basis.			
<b>B</b>	<b>CUSTOM CLEARANCE</b>			
	DTA/OGL Gold at Airport/SEEPZ a. Upto 100 Kgs b. 100 to 400 Kgs c. 500 Kgs d. 500 to 1000 Kgs			
C	Additional LOADER SERVICES at cargo/seepz CHARGES FOR PER 8 HRS SHIFT per loader _____			
D	Additional FMS CHARGES at cargo/seepz CHARGES FOR PER 8 HRS SHIFT per FMS _____			

TERMS & CONDITIONS FOR SUBMISSION OF BIDS IN ELECTRONIC MODE ARE ATTACHED HERewith. PLEASE NOTE THAT TECHNICAL BID AND PRICE BID SENT THROUGH LETTER, FAX, E-MAIL OR IN ANY PHYSICAL FORM WILL NOT BE ACCEPTED.,Procedure/guidelines for E Bidding is given at Annexure C.

## Annexure-C

### SPECIAL TERMS & CONDITIONS FOR E-TENDER

1. The e-Tender is available on MMTC e-procurement website [www.mmtclimited.com](http://www.mmtclimited.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in). for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority ( [www.cca.gov.in](http://www.cca.gov.in)) and have to register with e-procurement portal <https://mmtc.abcprocure.com> (a onetime activity independent of each other ) as given below:

### Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site <https://mmtc.abcprocure.com>. In case of any difficulty, the bidder may either mail or talk to the Technical Support Engineer, whose contact details are given below.

### Procedure for Registering in E-Procurement portal

Further, you have to register with our E-Procurement portal. For registering, please go to <https://mmtc.abcprocure.com> and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

**For any assistance on e-bidding process, please contact :**

**Note : After successful submission of Registration details, please contact M/s. E Procurement Technologies Ltd., (ETPL) {as given below} to get the registration accepted/activated.**

1. For any technical issues difficulties pertaining to the e-Procurement portal bidders are advised to get in touch with the service providers helpdesk:

<b>Vendor's queries</b>	<b>Contact Numbers</b>	<b>Mail ID</b>
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 68136 866	<a href="mailto:info@abcProcure.com">info@abcProcure.com</a>
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
<b>Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC)</b>	<b>+91 9265562826</b>	<a href="mailto:abhijeet@eptl.in">abhijeet@eptl.in</a>
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 61200 555	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>
	+91-(79)- 61200 564	
	+91-(79)- 61200 569	
	+91-(79)- 61200 507	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>

1. The bidder shall have valid Class-III Digital Signature Certificate (DSC) ([with signing and encryption](#)) issued from Licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on [www.cca.gov.in](http://www.cca.gov.in) wherein the details have been mentioned.
2. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.
3. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
4. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

The technical bids (Part-1) shall be opened on 24/09/2018 at 15.00 hours. The date and time for opening of the Price bid shall be informed later to the bidders who qualify in the technical evaluation through phone/e-mail at the phone number/e-mail address given in their technical bid.

Offer validity: The offer should remain valid for a period of 60 days from the date of opening of Price bid.

Complete break up of all expenses quoted above must be given keeping in view that expenses not mentioned here will not be considered for payment by MMTC

Date:

Stamp

Place:

Signature of Tenderer

## Detail -1

**Scope of Work, Other Terms & Conditions** of E Tender for Security Transportation Services of Precious/ Semi Precious Cargo

### **1) Vehicle specification for carting operations ( technical Qualifications)**

- a) Secure van with bullet resistance windshield and door windows.
- b) Secure Vehicle Crew size of 6 in the armoured vehicle with break up as follows:
  - i) Armed Guards – 2
  - ii) Escorter/supervisor – 1
  - iii) Driver with valid LMV / HCV Driver’s License – 1
  - iv) Loaders – 2
- c) Vehicle should compulsorily have reinforced body so as to mitigate weapon attack.
- d) Vehicle should compulsorily be fitted with GPS and tracking of the same should be available.
- e) Vehicle crew should have proper identification by way of Company Identity Card.
- f) All vehicle crew should be subjected to Police Verification and a copy of the same should be made available to MMTC, whenever called upon.
- g) The Carting Agent should ensure a valid Insurance Policy to cover any transit risk is always available and a copy should be made available to MMTC, whenever called upon.
- h) The vehicle used for carting should have a comprehensive Insurance Policy to also cover 3<sup>rd</sup> Party damages and a copy of the same should be made available to MMTC, whenever called upon.
- i) Valid Registration papers of the vehicles engaged for val cargo transportation
- j) The vehicles should for val cargo transportation should be alltime in proper good and running condition
- k) The secure van crew’s supervisor and loader(s) will be utilized for import and export operations

**2)** MMTC may as per requirement of exports/import parcels ask to increase/decrease the number of vehicles as per requirement at a short notice

**3)** The carting agent should have it own logistic accessories at MMTC SEEPZ and at MMTC strong room at MIAL ACC, Sahar like trolleys for heavy lifting of alloys/metal/ etc.

1. The tenderer must be in a position to provide their services at short notice and if selected should be prepared to give **a interest free security deposit of 10 lakhs & a performance Bank Guarantee of Rs. 10 lakhs** from a Nationalized Bank acceptable to MMTC for satisfactory performance and should have legal liability Insurance Policy to cover the risk during transit. The format of the Performance Bank Guarantee shall be as per MMTC’s format and shall be provided to the successful bidder.



2. The tenderer should obtain Fidelity Guarantee for his employees at his own cost for these operations. For this purpose the value of precious cargo which may be carted at any one point of time would be approximately Rs. 100 crores each.
3. The tenderer must give details of security measures proposed to be taken by them during transport of precious cargo.
4. The agent shall be required to give proper receipt at the time of accepting precious cargo for transportation and will completely satisfy the receivers for complete delivery before ending their liability for such transportation. Necessary guidelines as prescribed by MMTC/Customs/other Regulatory Bodies will have to be followed strictly. All related documentation to the satisfaction of MMTC/ other related agencies shall also be done by the Agent including counting of the parcels at the time of receipt and delivery.
5. The timings for transportation of MMTC's precious cargo will be decided by MMTC, adjustments may be made for better security.
6. The tenderer offering security transportation must have in his possession for deployment sufficient security vehicles of required specifications with appropriate communication system such as wireless and GPS System which will be allowed for use after inspection by MMTC.
7. The tenderer shall ensure adequate safety during transportation and besides any other staff and driver, maintain at all times at least 2 (two) guards who shall carry valid licensed fire arms, besides sufficient loaders.
8. The charges (all inclusive) for various services must be given exactly as per scheduled of rates enclosed herewith. No payments over and above than those offered in the schedule of rates will be considered for any reason whatsoever.
9. The contract will be signed and awarded for a period of three years and the rates must be valid for a period of three years.
10. MMTC reserves the right to award the whole or part of the contract to one or more tenderers and the tenderer will be bound to accept the work awarded to him under this tender. No enquiries shall be entertained whether written or oral regarding the award of tender.
11. Arbitration Clause will form part of the contract to be signed with the successful tenderer.
12. The tenderer in his offer for transportation will include the charges for loaders which will be made available by them for loading/unloading/staking and carrying material to the desired area.
13. Submission of Price Bids is not a guarantee of its consideration. MMTC reserves the right to consider the Price Bids of only those parties, which qualify as per MMTC quality on technical grounds.

14. The appointed agency will be required to liaison with Customs/Octroi/Airlines etc. and other related agencies on behalf of MMTC Gold, Gem & Jewellery Offices in Mumbai and help to comply with various statutory and other requirements as and when required on no cost basis.

15. The appointed agency has to submit a detailed plan to assist MMTC in setting up custodian services at other places and Mumbai apart from SEEPZ and also other cities, Airports in India, giving full financial projections and responsibilities of MMTC and the Agent.

16. Transportation requirement would be as follows:

- (i) MMTC SEEPZ(SEZ) to MMTC Strong Room at MIAL Air Cargo Complex, Sahar and vice versa (one import and one export) trips per day on monthly basis. Also please quote for additional trips on one side.
- (ii) MMTC Bandra-Kurla Complex to MMTC SEEPZ and/or vice versa, per one side trip and round trip basis.
- (iii) MIAL ACC, Sahar to MMTC Bandra-Kurla Complex and /or vice versa, per one side trip basis.
- (iv) Mumbai Domestic Airport to MMTC Bandra-Kurla Complex or SEEPZ per one side trip and round trip basis.
- (v) Door to door delivery of Bullion from MMTC Bandra Kurla Complex to local Mumbai parties on per one side trip basis. The same vehicle could be used to deliver to two or more parties on the same day. In such cases discount for each additional delivery to be mentioned.
- (vi) Carriage of jewellery etc. from MMTC Bandra Kurla Complex/Showroom for exhibitions within Mumbai/Greater Mumbai to be quoted separately for one side trip and for round trip basis.

17. Storage Points:

- (i) MMTC House, Jeweler Showroom & Vault
- (ii) MMTC Sahar Airport Strong Room
- (iii) MMTC SEEPZ Strong Room

18. Online Bids are hereby invited from parties for providing precious cargo transportation from & to, MIAL ACC Mumbai & SEZ Seepz, Mumbai respectively

- a) Who are associated & providing services to Precious cargo industry i.e Diamonds, Gems & Jewellery along with Precious Metals. Bidders having minimum experience of 6 (SIX) years.
- b) Bidders should have Bullet proof Armoured Vehicle & armed security force for precious cargo
- c) Bidder should have experience in custom clearance of the Precious Cargo
- d) The Bidder should have turnover of more than 100 crores for last three years in a row

e) Bidder Company / Group should have a valid ISO 9001 certification.

19. The tenderer/carting Agency shall be responsible for losses which arise due to negligence or connivance and or fidelity on the part of persons engaged for handling of transportation of valuable cargo and will sign to agreement binding him that MMTC Decision on such incidence will final, binding and accepted by carting agency

20. The carting agency shall at its own obtain and supply copy to MMTC of fidelity insurance policy for its personnel engaged in carting and handling of precious cargo such cover will be not less than Rs 100 crores (Rupees one hundred crores) for each trip on account of personnel covered under this policy. The carting agent shall be responsible for acts of commission and omission of their personnel

21. the carting agency should also ensure sufficient transit insurance coverage has been taken by them covering risk of loss/damage to precious cargo while being handled/transported by carting agent.

22. all related activity like handing over shipping bills to airlines/customs, carrying of documents to different airlines office before their preset deadlines, reading details of parcels, counting parcels, stuffing of parcels in bags/trunks/destuffing/online entry of parcel related work / and carriage of valuable cargo from seepz to cargo and vice versa will be responsibility of carting agency

23. The charges quotes will be inclusive of stuffing/destuffing/loading/unloading/stacking of parcel/etc.

24. as mentioned in price bid the carting agency shall provide Facility Management Services (FMS), who will attend to parcel related online entry / assist in operations, bills & report generations, co-ordination with airlines & custodians at cargo and parcel divn incharge at seepz.

25. In event of Finalisation of the tender before 1/11/2018 the tender will be awarded accordingly and the bidder will be required to provide services for logistics & security transportation of precious cargo as also customs clearance at Mumbai International Airport Limited ACC, SAHAR of export & import of precious cargo from MMTC Seepz Office To MMTC Sahar Cargo Strong Room @ MIAL ACC & vice versa. from the earlier date and the term of three years will vary accordingly

= end of detail1 =

**The Carting Agency which carries on the business of logistics services and also assist in deployment of its Facility management services /personnel/loader services for cargo handling operations in any establishment.**

MMTC Limited proposes to entrust the work for deployment of loader for VAL operations at MMTC Strong Room, ACC Saharw.e.f 01.11.2018 on the following terms and conditions to such The Carting Agency

THE period of this contract is initially for three year w.e.f 01.11.2018 to 31.10.2021 which is subject to renewal by mutual consent of both the parties herein by written EOI (expression of interest) by interested party to other at least a month prior to expiry of the period subject to consideration and approval of recipient.

The Carting Agency shall provide the following services to MMTC Limited, at their office at MMTC STRONG ROOM AT AIR CARGO COMPLEX,SAHAR. MMTC Limited, therefore awards the work for deployment of loaders for VAL operations at MMTC Strong Room, ACC, Sahar w.e.f.1/11/2018 with the following terms and conditions:-

**SCOPE OF WORK:**

1. THE CARTING AGENCY has to deploy 5 Loaders and two fms for online entry at MMTC Seepz. They will be under the direct supervision of MMTC Seepz Parcel Incharge/Seepz custodian.
2. THE CARTING AGENCY has to deploy 5 Loaders at MMTC Strong Room. They will be under the direct supervision of MMTC custodian/cargo MMTC Incharge.
3. Loaders have to perform the duties assigned by Incharge of MMTC Strong Room/MMTC CARGO .
4. THE CARTING AGENCY has to take care of Entry Passes as per Airport Authority norms for the loaders to be deployed.
5. Total no of working days for each loaders shall be 26 days in a month.
6. Goods & Services Tax (GST), as applicable.

**Detail -2**

**Other Terms & Conditions of E-Tender for providing of loader services at cargo & FMS Services at cargo and seepz**

1. The MMTC Limited will appoint The Carting Agency for deployment of loader for VAL operations at MMTC Strong Room, ACC Saharw.e.f 01.11.2018.
2. It is however agreed that work will be executed as per the desire of MMTC and for consideration of services rendered, The Carting Agency shall submit bills on monthly basis for the work executed as per this contract. MMTC may cause the verifications of work executed through the competent person and shall clear the bills within seven days of the verification by the said nominated/competent person. MMTC shall have all rights to make adjustment from the bills in respect of the amount due to it from The Carting Agency as per terms contained herein.
3. The said amount/consideration will include the wages and other benefits payable to the workers supplied byThe Carting Agency to MMTC Limited from time to time and as prescribed by the labour enactment in force for the time being, and MMTC Limited will not be responsible to pay the same. But if under any enactment (including rules or regulations included there under) MMTC Limited is held liable to pay any amount to the worker as principal employer, The Carting Agency should reimburse the same to the MMTC Limited within a period of 15 days from the date of demand by the MMTC Limited. Demand shall be made in writing. And The Carting

Agency indemnifies and agrees to keep indemnified MMTC Limited against any such amount and any losses, charges and expenses incurred by MMTC Limited on account thereof.

4. It is the responsibility of MMTC Limited to give directions or guidelines regarding the manner in which the work of loading and unloading will be carried out by the workers and The Carting Agency will ensure the workers supplied will carry on the work accordingly.
5. THE CARTING AGENCY shall ensure supply suitable number of workers as per requirement of MMTC and also should ensure that workers will carry out their duties as per directions given by MMTC's representative posted at ACC .The Carting Agency shall also carry out periodical inspection periodically to ensure that loaders are performing their duties to the satisfaction of MMTC. MMTC at its sole discretion, depending upon the quantum of parcels , may increase or decrease the requirement of loaders/fm/assistants/manpower of by giving a request in writing toThe Carting Agency .
6. If MMTC Limited finds that any worker supplied by The Carting Agency is not carrying out the work satisfactorily or is otherwise physically unfit to carry out the work involved, THE CARTING AGENCY shall withdraw such a worker from duty and substitute some other worker in his place. MMTC Limited's complaint will be final and accepted by theThe Carting Agency or the worker as justified.
7. The Carting Agency should ensure that every worker during the period of his work will be bound to observe the rules and regulations of the airport authority relating to his movement, and discipline. If there is any breach thereof by any such worker and MMTC Limited suffers any penalty, monetary loss or other charges The Carting Agency will be responsible for the same and he will reimburse MMTC Limited for any such liability.
8. THE CARTING AGENCY ensure timely payment of loaders salaries, applicable statutory payments and other dues.The Carting Agency ensure to submit documentary evidence regarding statutory payment like PF/ESIC of the loader, on demand of MMTC.
9. In the event of revision of Minimum Wages or increase in VDA/SDA/DA notified by the appropriate Government or on its behalf during the currency of contract, MMTC will revise the charges per labour accordingly to ensure compliance of the statutory amendments accordingly subject toThe Carting Agency claiming revised labour charges with supporting statutory amendments.
10. Under no circumstances, MMTC shall be liable toThe Carting Agency for any incidental, special , exemplary, consequential or punitive damages based on any theory of contract, tort, strict liability , negligence, equitable principle or otherwise.
11. The MMTC Limited will be entitled to deduct any payment made by MMTC Limited and which is payable by The Carting Agency under this contract or by law, out of any monies payable by MMTC Limited to THE CARTING AGENCY under this contract.
12. THE CARTING AGENCY has to maintain statutory records viz Salary registers, Provident Fund, ESI, Bonus etc required under the Labour Regulations & Rules in addition to the requirement set out in the Companies Act & CLRA.
13. THE CARTING AGENCY will raise invoice on MMTC on the basis of services rendered by the loaders duly supported by certified attendance sheet signed by MMTC Strong Room official.

14. The Carting Agency shall maintain such registers and records containing such particulars of contract labour employed as required by the Contract Labour (Regulation and Abolition) Act 1970 or any other law including particular regarding the nature of work performed by the contract labour and the rates of wages paid to the worker. The Carting Agency to provide a copy of the licence under the contract Labour Law 1970.
15. The Carting Agency shall pay wages at the rate as may be prescribed by law particularly by the said Act of 1970.
16. Every worker to be supplied by The Carting Agency shall not be less than 25 years and not more than 55 years of age and The Carting Agency shall obtain and produce to MMTC Limited a medical certificate of each of the worker that he is not suffering from any disease of major ailment and he is physically fit to do the prescribed work.
17. Every time the The Carting Agency supplies the workers, the The Carting Agency should supply a list of full address and names of workers to the MMTC Limited.
18. MMTC shall have privity of contract with The Carting Agency only and shall give instructions to The Carting Agency and shall have nothing to do or not concerned with the conditions/nature of employment of the workers as engaged by and working for The Carting Agency.
19. MMTC shall have no say in discharge, dismissal or retrenchment or re-employment of the workers engaged/employed by The Carting Agency.
20. The Carting Agency shall be exclusively responsible/liable for due observation and implementation of the statutory conditions or requirements of labour laws applicable to it and its workers.
21. The Carting Agency shall be free to work anywhere else or undertake any contract and shall be free to rotate its workers provided that The Carting Agency will remain responsible to MMTC for the proper and efficient execution of the work entrusted to it. Such engagement to anywhere should not impact MMTC's interest or hamper its business/scope of work under this tender or otherwise, being sole responsibility of carting agency.
22. In case The Carting Agency or its workers are allowed to work at the premises of MMTC, The Carting Agency shall have no right or lien over the premises, articles and The Carting Agency and its workers shall have to vacate premises at the instance of MMTC. MMTC shall in no case, be responsible for any Act, Omission or Commission of the workers engaged by The Carting Agency. If any such claim is made against MMTC by any worker or heirs of workmen engaged/employed by The Carting Agency, which MMTC is obliged to discharge by virtue of any statute or any provision of law and rules, The Carting Agency will be liable to indemnify/reimburse MMTC all the money paid in addition to the expenses incurred by it forthwith notwithstanding any legal recourse open to MMTC.
23. The Carting Agency shall be responsible in respect of the employment or non-employment of the workforce engaged by them. MMTC shall have no role to play in the said matter. In case any loss is caused to MMTC by the work force of The Carting Agency, by the deeds or litigation, then The Carting Agency shall have to bear the cost of such litigation along with the consequential liability/penalty etc.
24. The Carting Agency shall engage the workers at its discretion and suitability and MMTC has no say in the matter. However, it shall be the responsibility of The Carting Agency to maintain the records of the employees employed by it, as required in terms of the various labour enactments.

25. The Carting Agency shall be under obligation to produce the records pertaining to police verification/clearance of deployed workers before MMTC at the time of accepting the work under this contract. In case any worker is rotated The Carting Agency should submit requisite verification of said worker to MMTC at the very same day.
26. The Carting Agency shall be exclusively responsible to fulfill and observe all the obligations under various labour enactments such as Contract Labour (Regulation & Abolition) Act, 1970; Minimum Wages Act; Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act, ESI Act, Employee's Provident Fund and Misc. Provisions Act, Workmens Compensation Act etc. The Carting Agency shall pay the wages to its workers in the presence of the nominated person by MMTC and shall furnish certificate to MMTC by 10<sup>th</sup> of the following month to the effect that it has paid wages (not less than the minimum wages as fixed and/or revised) to its workers and has complied with all statutory requirements pertaining to Employee's Provident Fund and Miscellaneous Provisions Act, Employee's State Insurance Act etc.
27. It is also mutually agreed by the parties that any prospective changes, amendments, modification shall be duly written & signed by both the parties herein and form the integral part of this agreement without changing the basic essence of the agreement.
28. In event of Finalisation of the tender before 1/11/2018 the tender will be awarded accordingly and the bidder will be required to provide loaders/FMS services for sahar cargo & seepz from the earlier date and the term of three years will vary accordingly

**TERMS AND CONDITIONS COMMON TO BOTH THE ABOVE WORKS/SERVICE OF CARTING AGENCY & PROVIDING OF LOADER SERVICES/FMS**

**A. MANDATORY DOCUMENTS:** The Carting Agency shall submit following documents:-

- i) Proof of Registration issued by authorised agency for carrying out loaders provision work in State of Maharashtra.
- ii) Experience certificate issued to the company for previous three years.
- iii) Proof of valid registration with statutory authorities for all required statutory taxes including the GST Registration.
- iv) Permanent Account Number allotted by Income Tax Department.
- v) Proof of valid registration with Employees Provident Fund (EPF) authority.
- vi) Proof of valid registration with ESIC Authority.
- vii) Proof of valid License issued by Labour Commissioner for contracting labour under Control Labour Act.
- viii) Certified copies of annual turn-over details for the last three years (balance sheet, IT returns) certified by C.A. Signed and sealed by tenderer.
- ix) Profession Tax No.

x) Profile of The Carting Agency

xi) Certificate under the concerned Establishment Act

**B.OTHER MANDATORY REQUIREMENTS:**

1. THE CARTING AGENCY should be responsible for local police verification and SEZ Authority, cargo authority of the loaders/fms/carting officials deployed.
2. The Carting Agency shall submit three sets of their invoice/bills alongwithchallans of the EPF/ESIC Monthly Muster Sheet and Payment Register to the Management for its record from time to time.
3. During the term of this agreement, The Carting Agency shall arrange for appropriate insurance policies for its workforce at its own cost.
4. In the event of termination of the contract or otherwise, management shall have no liability to regularize/recruit/employ the workmen employed by THE CARTING AGENCY nor the workmen are entitled for any benefit enjoyed by the employee's of MMTC.

**C. INDEMNIFICATION:**

1. It is the responsibility of The Carting Agency to see that the workers do not go on any strike or stop work and if they do so MMTC Limited will be entitled to get the work of loading or unloading carried out through any other group of workers and The Carting Agency shall be liable to make good the loss suffered by MMTC Limited in that behalf.
2. If due to any act of commission or omission, misfeasance or nonfeasance of any worker supplied by The Carting Agency any third party suffers loss or damages THE CARTING AGENCY will make good the same if MMTC Limited is required to pay the same theThe Carting Agency will reimburse MMTC Limited for such loss or damage.
3. The Carting Agency shall comply with all laws and regulations governing the relation between the employer and employee which are in force as if The Carting Agency is the employer and the worker are his employee. The Carting Agency agrees to indemnify and keep indemnified MMTC Limited against any loss, charges and expenses suffered by it on account of breach of any laws or regulations.
4. The Carting Agency undertakes to fully indemnify and at all times keep MMTC fully indemnified and harmless against any claims raised by third party on basis of value declared in agreement , 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 Carting Agency in the discharge of the obligation under this agreement. In case, THE CARTING AGENCY fails / has failed to discharge its obligation in time or if MMTC at its sole discretion considers that the supplier 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 and procure the labour at the cost and risk of The Carting Agency from alternative sources. The provisions of the aforementioned indemnity clause shall survive the termination of this contract.



#### **D.SUBLETTING OF WORK:**

The Carting Agency shall not assign this contract to any other person/ORGANISATION/ENTITY

#### **E.TERMINATION& ITS CONSEQUENCES:**

##### **i) Right to Terminate the Process**

MMTC reserves the right to cancel the contract/agreement placed on the selected bidder/carting agent and recover expenditure incurred by MMTC under the following circumstances:-

a. If MMTC Limited terminates the same with or without assigning any reason by giving ONE month notice to The Carting Agency in writing as from the date to be specified in the notice. MMTC has full rights to discontinue the services without assigning reasons whatsoever.

b. In the event of the successful bidder/ catering agency being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a successful bidder/ catering agency passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the agency failing to comply with any of the conditions herein specified, the MMTC shall have the power to terminate the contract without previous notice.

c. If MMTC Limited goes into liquidation voluntarily or through the court. The award of work is valid for period of three years only i.e. f1/9/18 and will be reviewed

d. If the contract becomes illegal by virtue of any law.

e. If the authorities cancel the license of the The Carting Agency concerned.

f. In the event of non-compliance or breach of any terms of the contract or unsatisfactory or inefficient working, MMTC shall be at liberty to terminate/ revoke the contract by giving **one month's notice in writing** irrespective of other legal rights available to MMTC and the contract shall come to an end, INASMUCH, . If The Carting Agency terminates this contract by giving a one-month prior notice with reasons;

g. The selected bidder/ catering agency commits a breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.

h. If the selected bidder/ catering agency fails to complete the assignment/ deliver the services as agreed herein as per the time lines and guidelines prescribed in this TENDER and subsequent Contract and the extension if any allowed, it will be a breach of contract. The MMTC reserves its right to cancel the contract in the event of delay and forfeit the bid security as liquidated damages for the delay.

In the event of termination, MMTC shall pay The Carting Agency full compensation of all undisputed amounts due for services rendered prior to the Notice and for Services thereafter rendered as specified in the notice. In that case, the liabilities, responsibilities of The Carting Agency for the work done during the existing of this contract shall not come to an end unless settled with MMTC as per law.

In case the selected bidder/ catering agency fails to deliver the services as stipulated in the contract, MMTC reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder/ catering agency.

After award of the contract, if the selected bidder/ catering agency does not perform satisfactorily or delays execution of the contract, MMTC reserves the right to get the balance contract executed by another party of its choice by giving **one month notice** for the same. In this event, the selected bidder is bound to make good the additional expenditure, which MMTC may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

MMTC reserves the right to recover any dues payable by the selected Bidder/ catering agency from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the performance bank guarantee under this contract.

## **ii) Consequences of Termination**

In the event of termination of the Contract/agreement due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], MMTC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s)/scope of work intended under the present tender which the successful bidder/ catering agency shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor to take over the obligations of the erstwhile successful bidder/ catering agency in relation to the execution/continued execution of the scope of the Contract.

Nothing herein shall restrict the right of MMTC to invoke the MMTC Guarantee and other guarantees, securities furnished, enforce Indemnity and pursue such other rights and/or remedies that may be available to MMTC under law or otherwise against successful bidder.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

## **F.Force Majeure Clause:**

If at any time during the existence of this agreement either party is unable to perform in whole or in part any obligations 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.

If operation of such circumstances exceeds three months, either party shall 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 agreement shall, within 15 days of occurrence of any of the causes mentioned in this clause inform the other party of the existence or termination of the circumstances preventing the performance of the contract.

### **G. 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 upto 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.*

### **H. FRAUD PREVENTION POLICY:**

THE CARTING AGENCY shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow others (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organisation 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.

### **I. 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 dealings or taken any curative measures with the agency(s) in accordance with the policy in force.

Amendments: Additions, Changes, Modifications, if any to this agreement shall be in the form of writing duly signed by the representatives of both the parties.

The award of work is valid initially for a period of three years w.e.f 01/11/2018 or earlier if the tender is finalized early and will be reviewed. However, MMTC has full rights to discontinue the services without assigning any reasons.

### **J. Disclaimer :**

The information contained in the tender document provided to bidders on behalf of MMTC is being provided to all interested bidders on the terms and conditions set out in this tender document. This tender document is not an agreement and is not an offer or invitation to any other party. The purpose of this tender document is to provide bidders with information to assist the formulation of their proposal submission. This tender document does not purport to contain all the information bidders may require. This tender document may not be appropriate for all persons, and it is not possible for MMTC to consider the investment objectives, financial situation and particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and

completeness of the information in this tender document and obtain independent advice from appropriate sources. MMTC and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document. MMTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender documents.

## ii) Set Off

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or any other person or persons contracting through the purchaser and set off the same against any claim of the Purchaser or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or such other person or persons contracting through purchaser.

## iii) Merger & Acquisitions

In case of mergers and acquisitions of Bidder Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

## K) EARNEST MONEY DEPOSIT (EMD) (Non-interest bearing):

a) Bid shall be accompanied by an EMD of Rs 2,00,000 ( Rupees two lakhs only) in the form of Demand Draft/Pay Order issued by any nationalized bank drawn in favour of "MMTC Ltd". payable at Mumbai or through RTGS payment mode subject to verification/proof of receipt in our MMTC account. In case of RTGS/NEFT transfer, if the amount is not credited to the account of MMTC by the due date and time before closure of tender, the same shall be treated as invalid.

MMTC Bank details are as under:

- A/C NO:- 230010200004688
- Name and Address of Bank: Axis Bank Ltd, BKC Branch, Mumbai 400 051
- IFSC CODE: UTIB0000230

b) EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted will be refunded after finalization of the tender without interest.

**c) This amount of EMD of the successful bidder will be adjusted in the total security deposit of Rs 10 lakhs and the entire 10 lakhs foemdshall be returned only after the successful completion of entire sales contract after deduction of all charges, if any, due from them.**

d) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the MMTC in respect of any previous supply will be entertained.

e) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the MMTC.

f) The tenders without Earnest Money Deposit will be summarily rejected

g) Earnest money deposit will be forfeited if the successful tenderer failed to furnish the security deposit.

h) No claim shall lie against the MMTC in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Security Deposit

**L) Conflict of interest**

The Bidder/ catering agency shall disclose to MMTC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder s / catering agency team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

**M) 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.

**N) Governing Language**

The Agreement shall be 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.

**O) "No Claim" Certificate**

The Selected Bidder/ catering agency 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 Selected Bidder 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.

**P)Publicity**

The Selected Bidder catering agency shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the MMTC first gives its written consent to the selected bidder.

**Q) Taxes and duties :** All statutory dues, taxes, duties, levies, excises, cesses VAT, GST etc. which may be imposed by the Central Govt. and / or local authorities shall be paid by the Carting Agency;the service provider and undertakes to keep the MMTC indemnified against any liability arising on account of excise, sales tax, turnover tax, purchase tax, VAT,GST and other statutory local tax levied including penalty, interest levied by any statutory authorities and payment / settlement of such taxes / levies demanded by concerned authorities shall be the exclusive responsibility of the Carting Agent during the currency or conclusion of this contract.

Any type of liability arises, if any, during the transaction period or in future which is associated directly or indirectly with the transaction/ execution of the scope of

work defined under the present tender will be on account of the Carting Agency and the Carting Agency shall accept it without any demur or protest.

#### **R) GENERAL**

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.

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.

#### **S) Relationship between the Parties**

- Nothing in the Contract constitutes any fiduciary relationship between the MMTC and Selected Bidder/ Bidder's Team/ catering agency or any relationship of employer employee, principal and agent, or partnership, between the MMTC and Selected Bidder/ catering agency.
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
  - MMTC will not be under any obligation to the Implementation Agency's Team/ catering agency except as agreed under the terms of the Contract.

#### **T) No Assignment:**

The Selected Bidder/carting agency 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.

#### **U) 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.

#### **V) 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 organisation or otherwise and whether directly or indirectly during or for a period of [...] 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/tender/agreement. [Each of the parties shall notify the other in writing of those executives whom they regard as “key” for these purposes.]

#### **W) 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.

#### **X) Entire Agreement**

(a) The Carting Agency shall be required to enter into an agreement/contract in the format provided by the MMTC and should adhere to the mandatory terms and condition stipulated therein as the present tender and all clauses are part and parcel of that agreement/contract.

(b) This Agreement, NIT, and the documents pertaining to the Bid referred to in it (the ‘Contractual Documentation’) constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

(c) The MMTC shall reserve the right to examine / verify the supportive documents / reports furnished by the Carting Agency by inspection / site visit by its officers and /or technical consultant appointed by the MMTC as the case may be.

#### **Y)Amendments**

Any amendments to this Agreement must be in writing and signed by Carting Agency and MMTC.

#### **Z) Governing Law**

This contract shall be governed in accordance with the laws of India.

#### **Aa)Compliance with Laws:**

(1) The Selected Bidder/catering Agency shall comply with the laws in force in India in the course of performing the Contract.

(2) During the performance of the work, the agency shall at his own cost and initiative fully comply with all applicable laws of the land evolving from the scope of work and with all applicable by-laws, labour laws, PF Guidelines, rules & regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any Government, Government agency, or Department, Municipal board, Government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws and rules, regulations, orders. The agency shall assume full responsibility for the payment of all

contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the contract documents.

(3) If during the tenure of work stipulated herein, carting agency may found violating any laws, norms attributed & applicable from this contract, in such event, the carting agency will be solely liable to face the consequence of violation, inasmuch, the agency may keep MMTC safe and indemnify from any of the losses/risk which ay occasioned by non-performing any statutory rules, regulation or law in force.

#### **Ab) Notices**

A –notice|| means:a notice; or

- A consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail or return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

The

Tel: + 91

Fax: + 91

Email:

To Selected Bidder/ Carting Agency at:

Attn:

Address:

[Phone:]

[Fax:]

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

#### **Ac) 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 the 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 Agency'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.

#### **Ad) Signing of tender:**

Individual signing the tender or other documents connected with contract must specify whether he/she signs as:

- (a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor.



(b) a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership contract or by a power of attorney duly executed by the partners of the firm.

(c) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

**N.B:**

(1) In case of partnership firms, a copy of the partnership contract or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership contract or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, MMTC may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

**Ae)** The completed tenders shall be opened on \_\_\_\_\_ at 15.00 hrs in the presence of tenderers who are present.

**Af)** the tender will be evaluated firstly on technical grounds and then on price bids which will be based only on **consolidated monthly charge for entire packaged services** excl of taxes quoted by the bidder in the tender as per Annexure B Sr no 2

**Ag)** MMTC reserves the right to cancel/withdraw/modify tender wholly/partially without assigning any reason.

MMTC Limited  
Mumbai

Place:

Date:

Also enclosed is Annexure D which is the Intergrity Pact which has to be also submitted with the Bid. This is mandatory and without that tender shall be considered incomplete and will be rejected.

**ANNEXURE-D**  
**INTEGRITY PACT**  
**Between MMTC Limited hereinafter, referred to as “MMTC”,**  
**And**  
**.....(bidder)**  
**hereinafter referred to as “ 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 has appointed SHRI BIJOY CHATTERJEE, IAS (Retd.) and SHRI DRS CHAUDHARY as an Independent External Monitor (IEM). Their contact details are as follows

**MMTC Limited, Core-1,**  
**SCOPE Complex,**  
**7, Institutional Area,**  
**Lodhi Road,**  
**NEW DELHI – 110 003.**  
Email id :[bijoychat@gmail.com](mailto:bijoychat@gmail.com)  
Email id: [dilip.chaudhary@icloud.com](mailto:dilip.chaudhary@icloud.com)

IEM 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 member(s), will in connection with the tender 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 B Buyer(s)/Vendor(s)/Bidder(s) any confidential/additional information through which the Buyer(s)/Vendor(s)/Bidder(s) could obtain an advantage in relation to the tender/auction/eauction/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/eauction/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 tender 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) will 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) will not instigate third persons to commit offences outlined above or be necessary to such offences. Section 3 – Disqualification from tender 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(s)/vendor(s)/bidder(s) 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 tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender 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 tender 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.
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.

.....  
(For & on behalf of MMTC)  
(Office Seal) (Office Seal)

.....  
(For & on behalf of Buyer/Vendor/Bidder)

Place : .....

Date : .....

Witness 1 : .....

Name :

Address :

Witness 2 : .....

Name :

Address

Thanking you,

For and on behalf of  
MMTC LIMITED

DGM(PMD)