



**MMTC LIMITED,**  
**8, India Exchange Place, Kolkata - 700001**

**INVITES TENDER FOR APPOINTMENT OF**  
**TRANSPORTER**

**TENDER NO MMTC/KOL/NFM/18-19/02**

**Dated: 14.02.2019**

**1. BACKGROUND**

MMTC Limited, A Govt. of India Enterprise under the administrative control of the Ministry of Commerce, New Delhi invites bids from Registered Road Transporter who are holding valid License for Transportation of consignments of Non-Ferrous Metals, Minor Metals and Industrial Raw Materials like Copper Cathodes/Wirebars/Wire Rods, Zinc Ingots/Slabs, Lead , Pig Ingots , Tin Ingots, aluminum Ingots/Wire Rods, Nickel (packed in drums) Antimony Ingots, Silicon, etc to and fro various MMTC's godown pan India basis and MMTC's CWC Godowns at Kolkata and at Jamshedpur.

**2. DATE SHEET**

**Tender closing time/ date** **15 00 Hrs. (IST) on 07.03.2019**  
**(Bids to be submitted latest by)**

**Tender Opening time/ Date** **16 00 Hrs. (IST) on 07.03.2019**  
**(Techno-Commercial Bids)**

**3. ELIGIBILITY CRITERIA FOR BIDDERS:**

- 3.1 The bidder should be have valid Transport License
- 3.2 Bidders should have minimum experience of five years in transportation business.

**4. EARNEST MONEY DEPOSIT (EMD):**

Bidders will be required to deposit EMD in form of Demand draft/ pay order/RTGS, for **Rs.50,000/-** in favor of "MMTC Limited, payable at Kolkata ,India.  
No interest will be payable on the EMD amount.

## **5. Scope of work**

- 5.1 The Bidder would arrange for trucks for lifting materials on the dates specified in the programme given by the Incharge of MMTC's godowns failing which the MMTC at its option may recover from the Bidder a penalty of Rs.1500/- per day per 10 MTs or part thereof. Such failure shall also include the refusal by Bidder's representative/agents to lift the material as per programme. The Bidder would Transport the quantity as per the work order from Kolkata and or MMTCs Godowns at Kolkata to the MMTC's godowns at various places in and outside the State of West Bengal as indicated in the work order within 72 hours of receipt of work order in consultation with dispatching godowns incharge.
- 5.2 The placement of trucks should be as per the delivery instructions given by MMTC's Officer. Details of location is as per Annexure VI.
- 5.3 After taking delivery, the Bidder should immediately inform MMTC (both dispatching branch office and destination branch) about the details of quantity lifted, truck number and date, etc. The materials should be taken directly to the destination godown without any delay enroute and the consignment should not be unloaded/transshipped enroute or taken to any other godowns or destinations whatsoever. Maximum care should be taken to transport the goods safely. The Bidder shall not carry cargo of third parties by the truck which are utilized for the purpose of transporting MMTC's goods.
- 5.4 The Bidder will be given materials strictly according to carrying capacity of the trucks, as per the statutory guidelines. Generally full truck loads will be allotted. In case however, where similar quantity is to be sent, the Bidder will have to arrange to carry the same. Any excess quantity accepted by the Bidder over and above the carrying capacity of the truck will be at the sole risk and responsibility of the Bidder.
- 5.5 Both at the time of loading and unloading at respective godowns/ premises, Bidder shall liaison with MMTC's appointed Surveyor. Report of surveyor shall be final.
- 5.6 The Bidder shall accept full responsibility for safety and security of the cargo and any act of theft, fire, shortage, criminal mis-appropriation and breach of trust in respect of goods entrusted to the Bidder by any such event. The Bidder shall be fully responsible and indemnify MMTC for any loss, damage or pilferage to the goods, claim of whatsoever nature for any reason. The compensation for loss/damage shall be payable to MMTC at the rate as ascertained by MMTC.
- 5.7 The Bidder shall not hypothecate or mortgage or create any lien charges whatsoever on the goods received by them. The Bidder shall also have no right to withhold the delivery of the goods in any circumstance for whatever reason irrespective of any of their part-claim also.
- 5.8 The Bidder shall keep valid license granted to him by authorized Authority, till the completion of the contract, if awarded.

5.9 The Bidder shall be responsible for employing suitable labour/ driver as per the prevailing labour laws of India and MMTC shall not be responsible for any claims arising due to any mishappening/accident of driver deployed by the Bidder.

5.10 Loading and unloading of the consignment at the MMTC's godown/destinational godowns will be arranged by MMTC.

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

6.1 The bidder should not be black listed by any government agency at the time of submission of bids. The bidder shall have to submit an undertaking as per ANNEXURE (II) alongwith technical bid.

6.2 MMTC reserves the right to accept or reject any or all the bids any time at its own discretion without assigning any reasons thereof.

6.3 Bidders shall keep MMTC fully indemnified against any claims, losses/damages, liabilities, proceedings etc. from any third party or otherwise arising out of / or in connection with this tender.

6.4 MMTC may terminate the contract before the expiry of agreed period, in case the performance of the bidder is not satisfactory, in which case MMTC's opinion shall be final and binding. However MMTC may terminate the contract by giving one month notice to the party without citing any reason thereof.

6.5 Bidder shall sign & submit with technical bid all the pages of this tender document (alongwith annexures) as token of acceptance of the terms & conditions stated therein to be submitted in the envelope for Techno-commercial Bid.

6.6 MMTC to arrange Insurance of the cargo. Bidder to provide details of the truck alongwith RR number, lorry number etc after receipt o cargo at the designated godown. Insurance of the carriage to be borne by the bidder.

6.7 Packing and Handling equipment to be arranged by MMTC.

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

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

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

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

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

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

- 6.8.6 Bills received after 90 days of the execution of the job shall not be entertained by MMTC unless satisfactory explanation is given by the Agency for the delay.
- 6.9 MMTC shall release payment within 21 days of receipt of Original Bills in duplicate, after successful completion of work. EMD will be adjusted/ refunded on satisfactory completion of services after expiry of the contract.
- 6.10 Only freight amount as per rate agreed upon shall be paid. Incidence of any other cost such as Khamali etc shall not be entertained by MMTC.
- 6.11 The rate agreed upon shall be firm and no increase in transport rates excepting on account of increase/decrease in the price of diesel/petrol (as per notification issued by Indian Oil Corporation) will be considered during the validity period of the agreement.

## **7. SUBMISSION OF BIDS:**

- 7.1 The bidders may download the tender document from MMTC's website [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) or [www.tenders.gov.in](http://www.tenders.gov.in)/[www.eprocure.gov.in](http://www.eprocure.gov.in)
- 7.2 The Bidders are required to submit offers in TWO BID SYSTEM. i.e. Techno commercial bid to be submitted in one closed envelope, super scribed as "Techno- Commercial Bid" as per ANNEXURE I-A.

"Price Bid" as per formats given in **ANNEXURE I-B to be submitted online**. For bidding process/uploading of the bid, bidders may log on to: website <https://mmtc.abcpocure.com>

The envelope containing Techno –commercial bid should be sealed and super scribed with Tender No., date, Name & Address of the Bidder and shall be addressed to General Manager, MMTC Limited, 8, India Exchange Place, Kolkata -700001, Phone Nos. 033-22546019, Fax No.033-22421292. Offers over phone, fax or email will not be entertained.

### **7.3 Techno- Commercial Bid (In Physical Mode only)**

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

- 7.3.1 Duly signed and stamped Techno- Commercial Bid as per Annexure "I-A".
- 7.3.2 Valid Transportation License – Self attested copy
- 7.3.3 Signed and stamped copy of the tender Documents on each page.
- 7.3.4 Copies of Registration Certificate, PAN No., GSTIN certificate, as applicable.
- 7.3.5 Undertaking as per **ANNEXURE "II"**.
- 7.3.6 Self attested Audited annual accounts for the last 3 years.
- 7.3.7 Authorization letter from Company for person authorized to sign above documents.
- 7.3.8 Signed copy of Annexure VI.

#### **7.4 Price Bid** (electronic form only).

Price Bid are to be uploaded latest by 1500 hrs IST on 07.03.2019 through electronic mode only as per Annexure I-B.

Price bid will be opened only of those bidders who qualify in the technical bid.

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

TERMS & CONDITIONS FOR SUBMISSION OF BIDS IN ELECTRONIC MODE ARE ATTACHED HERewith as per Annexure IV.

PLEASE NOTE THAT PRICE BID SENT THROUGH LETTER, FAX, E-MAIL OR IN ANY PHYSICAL FORM WILL NOT BE ACCEPTED.

Offers should be submitted as per Bids format provided at Annexure- I-A &I- B.

7.5 The techno-commercial bid complete in all respect should be submitted in sealed envelope within the time schedule mentioned at sl no 2 above in the tender box kept in MMTC office at above mentioned address. No overwriting, erasing, interlineations etc. will be allowed. Offers should be submitted in MMTC's Kolkata **Office** only. The techno commercial bids shall be opened on the same day at MMTC's Kolkata **office** in the presence of the bidders' representatives desirous to be present.

7.6 The Price bids of only those bidders shall be considered who qualify in the Techno Commercial bid.

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

MMTC shall award the contract to the lowest bidder (L1) as per the rate quoted in price bid as at Annexure I-B which shall be exclusive of GST.

The bidder, whose bid is accepted by MMTC, shall be issued letter of award (LOA) prior to expiry of bid validity. Bidder shall also be issued unsigned contract (copy of draft contract is enclosed at III) for signature of the successful bidder. Bidder shall sign the contracts and return to MMTC, **Kolkata** within 7 (seven) working days of issuance. MMTC's representative shall sign and retain the original signed contract and forward copy of signed contract to the successful bidder.

This contract shall be valid for a period of 2 years commencing from the date of its execution/signing by the parties. The contract can be extended for a further period of one year on mutual consent basis.

### **9. VALIDITY OF BID:**

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

#### **10. DISCLAIMER:**

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

#### **11. JURISIDICIION:**

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

#### **12. INDEMNITY :**

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

#### **13. FORCE MAJEURE:**

- i. During continuance of the Contract, the MMTC shall not be held liable or responsible for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions in whole or part thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Agency's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.
- ii. If by reason of any cause beyond the control of Agency there is any curtailment or suspension of services, then MMTC shall be excused from the obligations to that extent and MMTC shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.
- iii. If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
- iv. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

## **14. ARBITRATION:**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration, Kolkata and the Award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be Kolkata. The appropriate Courts in Kolkata shall have exclusive jurisdiction and Indian laws shall govern this Contract.

## **15. FRAUD PREVENTION:**

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

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

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

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

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

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

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

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

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

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

## **17. AMENDMENTS:**

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

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**TECHNO-COMMERCIAL BID**

1. Name & communication address of Bidder

Website address & Email ID \_\_\_\_\_ Mob. No. \_\_\_\_\_

2. Names of sole proprietor/partner/Director
3. List of documents attached with Bid as per clause 7.3 of the tender:
4. Name & Designation of the Authorized Signatory & contact person  
Full Address, Telephone number, fax number, mail ID.
5. Details of experience with Orders executed (Bidders shall provide the detail duly certified by Chartered Accountant/ Work orders)

Years	Name of Client	Products handled	Qty. Handled (MTs)	Value of work executed (Rs.) Lakhs
2017-18				
2016-17				
2015-16				

6. Name, address, account number, IFSC/NEFT code of the banker as per E-payment format as Annexure V.
7. Income Tax permanent account no of the bidder (certified copy as proof to be enclosed)
8. GSTIN no. of the bidder (certified copy as proof to be enclosed)

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

Sign of Bidder with Stamp:

Place:

Date:

**PRICE BID**

- BIDDER TO CLEARLY MENTION WHETHER RATES ARE EXCLUSIVE OF GST
- RATE QUOTED FOR CONTAINERISED TRUCK SHALL BE ON THE BASIS OF MINIMUM TRUCK LOAD PER KM
- RATE QUOTED SHALL BE ON “TO AND FROM BASIS”

SI No	PARTICULARS	RATE QUOTED FOR CONTAINERISED TRUCK (In Rupees for minimum truck load)  Per KM
1	AMOUNT	
2	GST (in %)	Please specify percentage

Sign of Bidder with Stamp:

Place:

Date:

**Proforma of declaration regarding banning of business dealings.****(To be submitted on the letterhead of the bidder)****In case of proprietary concern**

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

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

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

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

**In case of partnership firm**

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

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

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

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

**In case of Company**

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

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

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

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

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

Place

Signature of bidder

Date

Name & Designation of the signatory.

No.MMTC/KOL/NFM/Transporter/2018-19/01

Dated: .....

**DRAFT - CONTRACT FOR EMPANELMENT OF TRANSPORTER**

This agreement is made on,..... 2019 between MMTC Limited, having its Registered Office at Core-1, Scope Complex, 7, Institutional Area, Lodh Road, New Delhi – 110003 and Regional office at 4th Floor, NIC Building,8, India Exchange Place, Kolkata – 700001, India, hereinafter referred as “MMTC” (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the one part, AND....., India hereinafter called the “Transport Contractor” (which expression, shall unless excluded by or repugnant to the context, shall include its successors and assigns) of the other part.

MMTC hereby agrees to appoint the Transport Contractor for Transportation of Non-Ferrous Metals such as Copper Wire Bars, Antimony, Zinc, Tin Aluminium Ingots, Aluminium Rods, Copper Wire Rod in Coil, Nickel in drums/crates, Mercury in Flask to and from MMTC’s CWC Godowns at Kolkata and/or MMTC’s CWC Jamshedpur to MMTC’s other Godown at Delhi, Ahmedabad, Hyderabad, Indore, Cuttack, Jamshedpur(Adityapur) etc. and the Transport Contractor Agency has agreed to as such on the terms & conditions set out below:

**1. Scope of work**

- 1.1 The Transport Contractor would arrange for trucks for lifting materials on the dates specified in the programme given by the Incharger of MMTC’s godowns failing which the MMTC at its option may recover from the Transport Contractor a penalty of Rs.1500/- per day per 10 MTs or part thereof. Such failure shall also include the refusal by Transport Contractor’s servant/agents to lift the material as per programme. The Transport Contractor would Transport the quantity as per the work order from Kolkata and or MMTCs Godowns at Kolkata to the MMTC’s godowns at various places in and outside the State of West Bengal as indicated in the work order within 72 hours of receipt of work order in consultation with dispatching godowns incharge.
- 1.2 The placement of trucks should be as per the delivery instructions given by MMTC’s Officer.
- 1.3 After taking delivery, the Transport Contractor should immediately inform MMTC (both dispatching branch office and destinalional branch) about the details of quantity lifted, truck number and date, etc. The materials should be taken directly to the destinalional godown without any delay enroute and the consignment should not be unloaded/transshipped enroute or taken to any other godowns or destinations

whatsoever. Maximum care should be taken to transport the goods safely. The transport contractor shall not carry cargo of third parties by the truck which are utilized for the purpose of transporting MMTC's goods.

- 1.4 The Transport Contractor will be given materials strictly according to carrying capacity of the trucks as per statutory guideline. Generally full truck loads will be allotted. In case however, where similar quantity is to be sent, the Transport Contractor will have to arrange to carry the same. Any excess quantity accepted by the Transport Contractor over and above the carrying capacity of the truck will be at the sole risk and responsibility of the Transport Contractor.
- 1.5 Retention or detention charges of truck at either of the loading or unloading point will be paid by the MMTC to the Transport Contractor @ Rs.1000/- per day/truck subject to submission of valid reason acceptable to MMTC.
- 1.6 The Transport Contractor will prepare lorry way bills in quadruplicate and 3 copies will be surrendered to the Incharge of the godown where from the materials are lifted. The original and another copy alongwith copy of MMTC's challan will be carried by the driver to get the quittance from the incharge of receiving godowns. The copy with the acknowledgement should be attached with the bills for payment at the destinational godowns.
- 1.7 Transit time between the originating station and the destination will be on the basis of 300 kms of distance per day exclusive of one day of loading and the day of unloading, penalty would be imposed as per stipulations contained in Clause No. 1.10 of this agreement.
- 1.8 The Transport Contractor will be fully responsible for any loss/damage/theft/pilferage to the consignment during transit as also loss/damage, if any, caused to the workmen, building/property, etc. both at loading/unloading points, MMTC reserve its right to make good all thefts/pilferage of the consignment and/or workmen, building/property not withstanding any provision to this effect from the MTRS from the transport contractor and/or its partners.

In case of non-delivery of whole or part of the quantity for any reason whatsoever, the Transport Contractor shall be liable to pay MMTC, 110% of the sale challan value of the materials not delivered to MMTC as on as on the schedule day of unloading. However, in case of major theft/pilferage and natural calamity the loss/damages/shortages may be preferred for claim with Insurance Co. directly by MMTC.

In case of theft/loss of the consignment enroute the Transport Contractor should lodge a complaint with the concerned police authority and furnish a copy of the FIR to MMTC for lodging claim with Insurance Co. and also complete all the formalities on their part for getting the claim from Insurance.

1.9 Transshipment will not be allowed, however, in case of a major breakdown or accident, the transport contractor should inform MMTC immediately with full reasons for effecting the transshipment. Transport contractor should inform both the originating and destination stations of MMTC in this regard and MMTC should be fully satisfied about the reasons thereof, however, penalty for delay will be leviable as per Clause No 1.10.

1.10 For delay in delivery provided the material has been transported by road, the penalty @ 1% of the freight charges will be applicable for each day of each day delay beyond 7 days, Transit time between the originating station and the destination will be calculated on the basis of 300 km (Three Hundred Kilometer) of distance per day excluding the day of loading and unloading.

1.11 Loading and unloading of the consignment at the MMTC's godown / destination godowns will be arranged by the MMTC.

## **2. Rates : As per Price Bid received :**

2.1 Earnest Money Deposit (EMD) : Earnest money deposit will be Rs.50,000/- (Rupees fifty thousand only) in cash. No interest shall be paid for EMD deposited in cash.

EMD liable to be forfeited, for breach of any or part of the terms and conditions of the agreement. MMTC reserves the right to award work partly or in full, or can cancel the work order at its sole discretion without assigning any reason thereof.

## **3. Taxes**

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

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

## **4. Submission of Bills**

4.1 The Agency shall submit their bills in duplicate on shipment basis strictly as per rates specified in Clause 2 above alongwith proof that the materials specified in the work order has been delivered to the MMTC's godown. MMTC will process the bill and arrange to release amount as per Clause 5.

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

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

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

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

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

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

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

## **5. Payment Terms**

5.1 MMTC shall release payment within 21 days of receipt of Original Bills in duplicate, after successful completion of work.

5.2 EMD will be adjusted/ refunded on satisfactory completion of services after expiry of the contract.

## **6. Rights of MMTC**

6.1 In the event of Agency fails to perform any of the terms and conditions, MMTC has right to terminate the Contract and to make alternative arrangements and also recover from the Agency all consequential losses suffered by MMTC.

6.2 MMTC reserves the right to appoint any outside Agency for transportation at any point of time at its cost. However MMTC may terminate the contract by giving one month notice to the party without citing any reason thereof.



## **7. Subletting of Contracts**

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

## **8. Force Majeure**

8.1 During continuance of the Contract, the MMTC shall not be held liable or responsible for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions in whole or part thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Agency's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.

8.2 If by reason of any cause beyond the control of Agency there is any curtailment or suspension of services, then MMTC shall be excused from the obligations to that extent and MMTC shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.

8.3 If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.

8.4 The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

## **9. Indemnity**

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

## **10. Amendment**

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

## **11. Notices**

Any notices by either party to the other shall be deemed to have been properly given if sent by Speed Post or mailed to the said party by registered post at the address set forth in the

preamble to the contract contained herein unless and until another address shall have been specified in writing by either of the parties to the contract.

## **12. Validity**

12.1 This contract shall be valid for a period of 2 years commencing from the date of its execution/signing by the parties.

12.2 MMTC reserves the right to extend this contract for further period of 01 year on existing terms & conditions on its sole discretion. In case of further extension of period beyond year, the contract may be extended with mutual consent of both the parties.

## **13. TERMINATION :**

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

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

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

## **14. General Terms**

14.1 The Agency shall have their registered office at the port town/near the port town/container depot with e.mail, fax and telephone facilities.

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

14.3 It is expressly understood and agreed by and between MMTC and Agency that MMTC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no ability, obligation or right hereunder. It is expressly understood and agreed that MMTC is an independent legal entity with power and authority to enter into Agreements solely on its own behalf under the applicable laws of India and general principles of Agreement law. Agency expressly agrees, acknowledge and understand that MMTC is not an agent,

representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this Agreement. Accordingly, Agency hereby expressly waive, release and forego any and all actions or claims, including cross claims, imp-leader claims or counter-claims against the Government of India arising out of this Agreement and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this agreement during the validity of the Agreement.

## **15. Disclosure**

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

## **16. FRAUD PREVENTION:**

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

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

(b) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of

bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

## **17. HOLIDAY-LISTING:-**

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

## **18. Arbitration**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the Award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be Kolkata. The appropriate Courts in Kolkata shall have exclusive jurisdiction and Indian laws shall govern this Contract.

## **19. Confidentiality**

This Agreement, its provisions and existence, as well as any Commercial Data including Price or Technical data and any information provided in accordance herewith to the other party shall be

considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable Law or Authorized in writing by the other party.

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

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

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

(SIGNATURES OF )  
AUTHORISED SIGNATORY  
OF THE AGENCY

SIGNATURE OF  
AUTHORISED SIGNATORY  
OF MMTC, Kolkata

Witness:

1.

2.

## Annexure IV

### SPECIAL TERMS & CONDITIONS FOR BIDS TO BE SUBMITTED IN ELECTRONIC MODE

Offers to be submitted online on MMTC's e-procurement portal <https://mmtc.abcprocure.com> against the respective tender along with scanned copy of duly signed offer on letter head

For participating in the tender, Bidder is required to obtain Class III Digital Signature (meant for e-tendering) from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India ([www.cca.gov.in](http://www.cca.gov.in)) for submission of their bids on MMTC's e-procurement portal.

**BIDDERS ARE REQUIRED TO REGISTER ON THE E-PROCUREMENT PORTAL URL:-** <https://mmtc.abcprocure.com>. The bidder should have a valid User Id to access e-Procurement portal of MMTC.

**Note:** The helpdesk details for assistance are as detailed below:

Vendor's Queries	Contact Numbers	e-Mail ID
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.AbhijeetGoware</b> (Dedicated Helpdesk for MMTC)	+91 9265562826	<a href="mailto:abhijeet@eptl.in">abhijeet@eptl.in</a>
Technical Assistance related to e-Tender or e-Auction filling / submitting (Offsite Team).	+91-(79)- 68136 833	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>
	+91-(79)- 68136854	
	+91-(79)- 68136850	
	+91-(79)- 68136849	
	+91-(79)- 68136848	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>

The tender document should include the following terms and conditions to be followed by clients/bidders participating in the e-tender/e-auction.

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.

**PROFORMA**  
**Details to be furnished on Vendor Letter Head**

The Banking/Account details are as furnished below:

We request you to give our payments by crediting our account directly by E-Payment mode as per account details given below. We hereby undertake to intimate MMTC in case of any change in particulars given below and will not hold responsible the company for any delay/default due to any technical reasons beyond company's control.

Vendor \_\_\_\_\_

1 Bank Account No.	<input type="text"/>
2 RTGS/NEFT IFSC Code	<input type="text"/>
3 Bank Name	<input type="text"/>
4 Bank Branch Name	<input type="text"/>
5 Branch code	<input type="text"/>
6 Account Type (Saving/Current)(SA/CA)	<input type="text"/>
7 E-mail ID(if any) Of Vendors	<input type="text"/>

A blank cancelled cheque has been enclosed herewith

Thanking you,

**Certified by Bank regarding Banking Details**

**(Vendor's Signature & Seal)**

**(Bank Seal & Signature of Bank official)**

**Note:** Please enclose a Blank Cancelled Cheque without which the "Mandate Form" will not be processed



## ANNEXURE VI

TRANSPORTATION FROM MMTC'S CWC IMPORT EXPORT GODOWN, KOLKATA TO DESTINATIONS/GODOWNS MENTIONED BELOW AND ALSO FROM SUCH DESTINATIONS/GODOWNS TO MMTC'S CWC IMPORT EXPORT GODOWN.

<b>SL NO</b>	<b>NAME OF STATION</b>
<b>1</b>	<b>Faridabad</b>
<b>2</b>	<b>Ahmedabad</b>
<b>3</b>	<b>Hyderabad</b>
<b>4</b>	<b>Jamshedpur</b>
<b>5</b>	<b>Chennai</b>
<b>6</b>	<b>Jaipur</b>
<b>7</b>	<b>Bangalore</b>
<b>8</b>	<b>Mumbai</b>
<b>9</b>	<b>Vishakhapattanam</b>
<b>10</b>	<b>Bhuwaneshwar</b>