



Regional office, MMTC Bhawan, Port Area, Visakhapatnam, 530035, India

NIT No. MMTC/VIZAG/CHA/AGRO/16-17/01 dated 6.10.2016

SUB: TENDER FOR APPOINTMENT OF CUSTOMS HOUSE AGENT / CLEARING HANDLING AGENT AT KRISHNAPATNAM PORT FOR IMPORTED BULK/BAGGED/CONTAINERIZED CONSIGNMENTS OF AGRICULTURAL COMMODITIES

MMTC Limited (A Government of India Enterprise), Regional Office at MMTC Bhawan, Port Area, Visakhapatnam, 530035, India (herein after called the Principal/Owner) invites Sealed Tender in two bids system for customs clearance, port clearance, handling, transportation storage etc for import of agricultural commodities, like pulses, grains in bulk/bagged/containerized consignments on the terms and conditions as below:

The bidder(s) is/are required to submit their sealed tender on or before **24.10.2016 by 15:00 Hrs** at Regional Office at MMTC Bhawan, Port Area, Visakhapatnam, 530035

The offer(s) is/are required to be submitted in two separate sealed envelopes i.e. one for Technical Bid duly signed in each page containing documents mentioned. The **technical bid** will be **opened on 24.10.2016 at 15:30 Hrs** and the **price bids of technically qualified bidders** will be opened subsequently. The Authorized Representatives of the bidders may witness the process, if desire so.

MMTC Limited will be importing agricultural commodities, like pulses, grains and Edible Oil in bulk/bagged/containerized consignments at various Ports.

TERMS AND CONDITIONS ARE AS FOLLOWS:

Eligibility Criteria

Bidders should hold valid Customs House Agent/Broker Licence in their own name for Clearance of import consignments at Krishnapatnam Port.

Bidders should have minimum experience of three years in CHA activities of imported Pulses in bulk/bagged containers for Government organizations or public sector enterprises or reputed private importers at above ports.

Bidder should have an establishment at Krishnapatnam Port to carry out the said operation.

Bidders shall have satisfactory/dispute free performance with MMTC or any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanor with MMTC or any other PSU/any other reputed organization in the past, such Bid shall not be entertained. An undertaking as per Annexure-VI is required to be enclosed at the time of bid.



The tender should be accompanied by an Earnest Money Deposit (EMD) of Rs.200,000/- (Rupees Two lakhs only) in the form of a crossed Demand Draft/Pay Order/RTGS drawn on any Scheduled Bank (other than co-operative bank) payable in Visakhapatnam in favour of "MMTC LIMITED". Any tender not accompanying EMD as per above requirement will be summarily rejected. No interest shall be payable on EMD. This EMD shall be refunded to unsuccessful bidder within two weeks.

BANK NAME	ACCOUNT NO	RTGS CODE
STATE BANK OF INDIA,OVERSEAS BRANCH,VISAKHAPATNAM	10308090583	SBIN0008974

Bidder should be financially sound and furnish his bank account statements for last minimum three (3) months in addition to a certificate from the bank certifying the sound financial status of the bidder.

Bidder should be able to produce solvency certificate for minimum amount of Rs. 10 Lakhs from his authorized bank. Audited balance sheets and Profit & Loss statements for the last three (3) years to be submitted along with bid

Mode of Submission

The bids(s) are / are to be submitted in following manner:

Technical Bid: As per Annexure I (To be filled up and docs attached)

Price Bid: In Price Bid format as per Annexure- II

First Envelop super scribing "Techno Commercial Bid: Tender No. MMTC / VIZAG / CHA /AGRO/16-17/01 dated 6.10.2016 FOR CHA WORKS OF AGRO COMMODITIES. "

Second Envelop super scribing "Price Bid: Tender No. MMTC /VIZAG / CHA /AGRO/16-17/01 dated 6.10.2016 FOR CHA WORKS OF AGRO COMMODITIES. "

Both the above two separate envelopes containing Techno Commercial Bid and Price Bid shall be put in another envelop super scribing "**Tender No. MMTC/VIZAG/CHA /AGRO/16-17/01 dated 6.10.2016 FOR CHA WORKS OF AGRO COMMODITIES. "**

Due date for submission:

The last date & time for submission of two bids tender along with above documents is 15:00 Hrs on **24.10.2016** and opening of the same at 15:30 Hrs on the same day. The rates quoted by the bidders in the tender will remain valid for 30 (Thirty) days from the date of opening the tender. There should not be any indication /mention of prices in the technical bid and if the same is found, the same will be summarily rejected. Hence, the prices quoted must be mentioned in the price bid only.



Performance guarantee:

MMTC shall issue a Letter of Intent (LOI) to the successful bidder whose bid is accepted and the successful bidder shall sign the contract and execute a performance guarantee in the form of a Bank Guarantee (as per the prescribed format at **Appendix-V**) for an amount Rs. 10,00,000/- (Rupees Ten Lakhs only). The successful bidder shall establish the Performance Guarantee (PG) within 3 days of the issue of the contract. PBG shall be issued by any scheduled commercial bank in India (other than Gramin Bank, Co- operative Bank). The PG Bond shall be kept valid for one year. Non-performance of the contract within the stipulated period will be construed as a failure and the P.G. can be invoked.

The successful bidder may also submit performance guarantee of Rs 5,00,000/- in the form of DD/Pay order or deposit through RTGS in the account of MMTC LTD, VIZAG.

In the event of the failure of the Bidder to furnish PG Bond in the prescribed form and/or within the stipulated time, MMTC may award the contract to the next Bidder or may invite fresh Bids or may decide as deemed fit, and MMTC shall forfeit the EMD of the L1 bidder.

Scope of work

The bidder (CHA) shall perform activities in connection with clearance of imported pulses at Krishnapatnam port which includes handling, weighment, transportation, CFS destuffing, bagging, transportation to CWC/nominated godown, stacking, storage and delivery etc of imported bulk/bagged/containerized consignments of agricultural commodities, like pulses, grains at Krishnapatnam Port. The activities have been categorized into three parts namely PART A (All activities starting from taking delivery of loose/bagged/bulk/containers from the shipping agent till clearance from Customs, Port, PHO, PQ deptt or any other statutory Bodies), PART B (All activities after clearance of cargo i.e supervision, bagging, handling, weighment, transportation, storage and delivery etc.) and Part C (Common activities required both for PART A and PART B). The Scope of Work for these three parts is given below:-

Part A

Upon receiving of information regarding shipment, CHA shall coordinate with the respective shipping lines for filing of Import Manifest and necessary Customs and PHO/PQ activities and shall intimate MMTC of the whereabouts of the vessel/containers from time to time.

CHA shall arrange to collect all relevant shipping documents from MMTC and shall file Bill of Entries with the Customs and all relevant documentation for clearance of the cargo. If the original shipping documents have not been received, CHA shall arrange for Indemnity Bond (s) in favour of the owner/master of the vessel and other necessary documents for immediate clearance of cargo.

Upon unloading of the containers, CHA shall coordinate with the respective Steamer agent/ Shipping Line / CFS and shall arrange to move the containers to respective CFS under intimation to MMTC. CHA shall undertake all Terminal Handling activities of containers in the Port area, CFS and godowns.

CHA shall immediately apply to appropriate authorities/ departments of PQ and PHO for sampling of the imported cargo and shall obtain necessary clearances within 3 days from the date of application.



CHA shall endeavour that all clearances of imported pulses shall be completed within the free time allowed by the shipping line, (including PHO/PQ), from the date of arrival of cargo and ensure dispatch of material to CWC/nominated godown or to the buyer as per instructions given by MMTC from time to time. Each loaded container must be weighted at CFS in the presence of all concerned authorized representatives. If there is any variation between B/L and actual weight, it must be immediately, be informed to all concerned authorities and after that the container may be moved to nominated Godown.

CHA shall submit estimate of cost break up of Port charges, Terminal handling charges, Steamer Agent charges, CFS godown charges, PO charges, FSSAI charges or any other statutory charges within 1 working day of receipt of copy shipping documents and to ensure timely collection of shipping documents and DD/ Pay Order. MMTC shall ensure preparation of DD/Pay Order towards customs duty/ shipping line charges/ Port charges, Terminal handling charges, Steamer Agent charges, CFS godown charges, PO charges, FSSAI charges or any other statutory charges promptly on receipt of detailed cost break up from CHA.

CHA shall ensure that their officials are conversant with the Customs/FSSAI rules and procedures and supported by a strong team having knowledge of customs law to handle any query concerning the matter and process the customs related documents etc. without any delay.

CHA shall ensure that under no circumstances the clearance of goods should get delayed beyond the free time allowed by the shipping line, (including PHO/PQ), failing which any detention/demurrage charges will be solely to CHA account.

In case clearance of goods are delayed beyond 5 days, penalty will be imposed on the CHA by MMTC, as follow:

SR.NO.	PERIOD IN DAYS	PENALTY
1.	06-10 (BOTH DAYS INCLUSIVE)	Rs.5000 PER B/E
2.	11-15 (BOTH DAYS INCLUSIVE)	Rs.10000 PER B/E
3.	16-10 (BOTH DAYS INCLUSIVE)	Rs.15000 PER B/E
4.	MORE THAN 20 DAYS	Rs.20000 PER B/E

In case the clearances of goods are delayed more than 20 days, MMTC will make the alternative arrangement for clearance of goods from any other CHA and all losses/costs/risk including detention/demurrage incurred due to delay in addition to the penalty as mentioned at clause 9 above will be solely to the CHA account.

CHA shall obtain geographic locations of various CFS yards/warehouses for containerized cargo as and when imported.

CHA will have excellent working rapport with Customs and other Port related ancillary agencies. All local correspondence and communication regarding clearance on behalf of MMTC will be done by CHA.

On surrendering of original shipping documents, when received, to the vessel agent, CHA shall arrange to get the Indemnity Bond released from the vessel agent and deposit the

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(TO BE SIGNED AND STAMPED BY BIDDER)

cancelled Indemnity Bond in original with MMTC.

CHA shall arrange for all Custom clearance activities, including but not restricted to customs duty payment and other related activities for smooth clearance of cargo. CHA shall arrange for completion of all custom formalities. CHA shall also arrange short landing certificates from the Port Trust/Customs authorities wherever necessary and hand it over to MMTC for lodging claims with supplier/Insurance company/underwriter/ship owner.

Any charges for damages incurred to the containers/ports/godowns during clearing & handling shall be to CHA's account.

Any other related jobs assigned as and when required.

PART B:

After clearance of cargo and its weighment (Gross and Tare weight) at a weighbridge, the CHA will undertake the destuffing of containers (if any), sweeping, and collection and stocking of the cargo on immediate basis and thereafter CHA shall arrange transportation of container from CFS to MMTC's nominated warehouses (either into the port warehouse or outside the port).

CHA will receive empty POLY PROPLINE DOUBLE STITCHED bags from MMTC in the presence of surveyor & protecting agent appointed by MMTC as well as delivery of the stored consignments from godowns to parties after receiving clear written instructions for the same from MMTC.

In case MMTC fails to provide 50kg POLY PROPLINE DOUBLE STITCHED bags fit for packing of pulses (food grade) within stipulated time, CHA shall arrange the same **and cost of the POLY PROPLINE DOUBLE STITCHED bags shall be reimbursed by MMTC at actual.** The bags should be New 50 KGs seaworthy POLY PROPLINE DOUBLE STITCHED bags of uniform quality and weight capable to withstand 50 KGs net weight and capable of withstanding multiple handling. Following markings on the bags as per FSSAI standard should be complied:-

FSSAI Logo
FSSAI Licence number: .10014011001604
Product name
Weight
Country of Origin
Packing date
Importer's name & Address
Packer's name & Address

CHA shall arrange for destuffing of the containers, bagging and stitching (wherever applicable), stacking, loading of bagged cargo onto truck lorries and transportation to CWC/nominated godowns, unloading at godowns, stacking/storage of cargo in the godown. After de-stuffing of the containers, CHA shall arrange to surrender the empty containers to the concerned shipping liners. The de-stuffing activity shall be in the presence of the Surveyors nominated by MMTC. The CHA shall be responsible for safety of cargo.

On receipt of valid delivery orders (In Original) issued by authorized MMTC officials, CHA shall arrange for delivery of bagged cargo from CFS/godown/warehouse. Dispatch of all kinds of cargo from the port area/godowns shall be done only after getting clear written instructions from MMTC and under the supervision of surveyor & protecting agent nominated by MMTC for the same.

All delay and detention of containers shall be to the account of CHA.

Any other related jobs assigned as and when required.

PART C:

CHA will ensure submission of detailed bill to MMTC towards agency/ clearing charges latest by 20th of the next month following the month of clearance of goods.

CHA will monitor the progress of discharge on daily basis and give status report on day to day basis (by email / Fax) to MMTC apart from submission of report regarding final quantity received.

CHA shall be paid all inclusive charges for the work relating to clearing, handling, transporting, storage and delivery of the cargo at the agreed rates as per Part A and Part B of Price bid. MMTC may award either full or part of the work to the L1 bidder.

All the Exchange Control copies (in original) of Bills of Entry shall be deposited by CHA directly with MMTC.

CHA shall maintain complete account of cargo discharges and containers and shall submit daily & weekly report to MMTC.

CHA shall maintain record of goods received in container, empty bags received container-wise/from any other suppliers and submit to MMTC.

CHA shall not have any right to create a charge, lien, sell, transfer, pledge, hypothecate or otherwise encumber the stocks of the MMTC, under any circumstances.

CHA shall be responsible for any shortage, damage, deterioration in quality and contamination of the product during handling of cargo from port or storage. If found short, damaged or contaminated, it will be compensated by CHA on demand without prejudice to any other legal remedy.

It will be the responsibility of CHA to make all arrangements like deployment of manpower to supervise the entire transaction from port to warehouse via CFS.



CHA shall obtain all permissions, licences /Import permits as required from any Government and local bodies for storage of product in the warehouse.

CHA shall arrange at their cost all work connected with weighment, supervision of unloading and re-loading work, wherever required.

In case of exigency, CHA shall arrange to pay directly all rates, duties, taxes, levies, excise and octroi-state and central and any other charges and duties etc, if any, payable on the product on behalf of MMTC on MMTC's request and the same shall be reimbursed by MMTC on production of original receipts.

CHA shall not assign or in any manner make over the said agency or this contract to any other firm/person.

MMTC reserves the right to appoint one or more CHA within the same territory and CHA shall not create any situation which may prevent MMTC from doing so.

MMTC reserves the right to terminate the agreement with successful bidder by giving 30 days notice without assigning any reason thereof. This will not however absolve CHA of the responsibility to pursue and settle claims of MMTC during pendency of the contract. MMTC shall have the right to terminate the agreement without notice in case CHA fails to perform its obligations as per the contract. MMTC appoint other CHA at the costs and risks of successful bidder and security deposit shall be forfeited.

On termination of agreement either on completion of the work or in terms of para above, CHA shall deliver to MMTC all or each of the consignment and all books or accounts and documents relating to MMTC, which are in their possession or control.

MMTC has right to inspect the goods under custody of CHA at any time and all relevant records/documents. Any shortage, if any, at CWC godown shall be in CHA account.

In case CHA fails to comply with any clause or terms and conditions of this agreement, a suitable penalty shall be imposed depending upon the decision of MMTC without prejudice to the other legal course available thereof shall be settled amicably through negotiation.

CHA shall strictly abide by all the rules and regulations of the Government policy and local authorities.

CHA shall be liable for all costs, damages, demurrage and other such things in operation due to the negligence of CHA or underperformance of any service or any breach of terms thereof. The quantum of such damages will be determined at the sole discretion of MMTC.

Any other related jobs assigned as and when required.

6. AWARD OF CONTRACT:

MMTC shall award the contract to the Lowest Bidder (L1) by taking cumulative price bids of all functions. MMTC reserve the right to award full or part of the work to L1 bidder. The successful bidder shall enter into a contract with MMTC. A draft contract is enclosed at ANNEXURE-III

7. Tenure of the Contract:

The contract will be initially valid for 1 year from the date of signing of contract and may be extended for further periods on mutual consent in writing.

8. TERMS OF PAYMENT:

Within 21 days of handing over original shipping documents (B/Ls, Shipping Bill, Customs payment receipts etc.) to MMTC and on submission of original bills

9. CANCELLATION OF CONTRACT

If the successful bidder fails to perform its obligations within stipulated time for reasons other than Force Majeure, MMTC shall be entitled at its option to cancel the contract and recover the damages besides forfeiture of EMD. MMTC shall not be liable at any costs, damages and consequences upon such cancellation of the contract.

10. FORFEITURE OF PERFORMANCE GUARANTEE/ EMD

MMTC reserves the right to forfeit the Performance Guarantee/EMD in case the successful bidder fails to perform the contractual obligation within the stipulated time or commits any breach of Contract or fails to fulfill any term(s) or condition(s) of the Tender/Contract.

11. TAXES

The CHA shall bear all statutory dues including taxes, duties, charges or levies that may be assessed, imposed or levied upon the CHA or its agencies in connection with the contract. MMTC shall in no way be responsible for such taxes and duties. Service tax as applicable shall be paid by MMTC. Income Tax which MMTC may be required by law to deduct shall be deducted at source and the same shall be paid to the tax authorities on account of the CHA and MMTC shall provide the Contractor tax deduction certificate. Wherever necessary, CHA shall produce proof of above payments.



12. EXTENSION OF CONTRACT.

This contract is valid for 1 year from the date of signing of contract. MMTC may extend the period of contract with the mutual consent between the Bidder and MMTC for a specified period on the terms and conditions as embodied in the contract or mutually agreed terms.

13. GENERAL TERMS AND CONDITIONS:

MMTC reserves the right to accept/reject any or all the tenders submitted on whole or in part without any notice or without assigning any reason thereof.

MMTC may at its discretion empanel one or more Bidder/s against this tender subject to matching L1 price.

The CHA shall not keep lien on the material at any point of time.

The CHA shall permit officials of MMTC and representatives of MMTC appointed agencies to inspect the goods and supervise the activities.

MMTC can appoint and utilize the services of other CHA whenever it feels necessary or on arising of any circumstances without assigning any reasons thereof.

In case of failure on the part of CHA to get the required work done, MMTC shall get the same done from other agency at the market rates and CHA shall have to bear the difference in the market rate paid by MMTC and the contractual rate.

Any changes/amendments to this agreement shall be valid only when both the parties to said agreement mutually agree and sign the amendment.

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

14. How to fill up the bid:

It shall be the responsibility of the persons submitting the tender should carefully read the tender documents and to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the tender. In the event of any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorized officer of MMTC.

Contact person for seeking any clarification:

S No	Name	Designation	Contact No.	Mobile No.
1	Sri SK DAS	General Manager	0891-2562909	8499953898
2	Sri MARRI PRASAD	Addl.GeneralManager	0891-2562866	9666411473
3				

E-mail: skd@mmtclimited.com; mprasad@mmtclimited.com.,

Website: www.mmtclimited.com

15. TERMINATION.

If the CHA commits breach of any provisions of the Agreement, MMTC shall notify the CHA to remedy such breach within a reasonable period. If breach continues to occur, MMTC shall have the right to terminate the Agreement by giving notice as deemed fit by MMTC.

16. FORCE MAJEURE.

Force Majeure is herein defined as any cause which is beyond the control of either party of the agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or which when foreseen could not have prevented and which materially and adversely affected the performance by either party (the Affected Part) of its obligation under the agreement such as but not limited to:

Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;

Act of Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;

Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection" Strikes and lock outs.

If operation of such circumstances exceed three months, either Party will have the Right to Refuse further Performance of the Contract in which case neither Party shall have the right to claim eventual damages.

17. ARBITRATION.

All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration. The provisions of the Arbitration and conciliation Act, 1996 and amendments thereof shall apply to such arbitration proceedings. The venue of the arbitration will be at Visakhapatnam, the award made in pursuance thereof shall be binding on the parties.

18. Clause Fraud Prevention

(1) Commitments of the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s): The

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(TO BE SIGNED AND STAMPED BY BIDDER)

Bidder(s)/Contractor(S)/Buyers(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.com during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

The Bidder(s)/Contractor(S)/Buyers(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.

The Bidder(s)/Contractor(S)/Buyers(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 in the bidding process.

The Bidder(s)/Contractor(S)/Buyers(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)/Buyers(s)/Vendor(s) will not use improperly or allow any employee(s) of MMTC, 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, including information contained or transmitted electronically.

The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not instigate third persons to commit offences/activates outlined in Fraud Prevention Policy or be any accessory to such offences.

The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) if any 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 Clause 18 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)/Buyers(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 Clause 18(2), 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.

(General Manager)

MMTC Limited

TECHNICAL BID

'PART-1'

NAME OF BIDDER:

ADDRESS OF BIDDER:

LEGAL STATUS OF BIDDER: _____

(i.e. whether a Company, Partnership Firm, Proprietorship, etc.)

NAMES OF THE PROPRIETOR/ PARTNER / DIRECTORS :

TELEPHONE NUMBER, FAX NUMBER, E-MAIL ID : _____

(Identity proofs of dealing persons and details of immovable property owned by firm/proprietor/partners/directors to be enclosed)

Name of Contact person: _____

YEAR OF ESTABLISHMENT: _____

SERVICE TAX REGISTRATION NO :

_____ (CERTIFIED PHOTOCOPY TO BE ENCLOSED)

NAME OF BANKERS _____

WHETHER OWNING LORRIES TO UNDERTAKE TRANSPORTATION JOB FROM Krishnapatnam port TO GODOWN : _____

INCOME TAX PERMANENT ACCOUNT NUMBER :

_____ (CERTIFIED PHOTOCOPY AS PROOF TO BE ENCLOSED)

OTHER DETAILS, IF ANY, PLEASE SPECIFY



TECHNICAL BID

'PART-2'

Bidders should hold valid Customs House Agent/Broker Licence in their own name for Clearance of import consignments at Krishnapatnam Port. Please enclose a self certified copy of licence.

Bidders should have licences in their name or its associate's organization for Transporting & Handling of imported consignment. Please enclose a self certified copy of licence.

Bidders should have minimum experience of three years in CHA activities of imported Pulses in bulk/bagged containers for Government organizations or public sector enterprises or reputed private importers at Krishnapatnam port. Please enclose a self declaration certificate alongwith copy of work orders.

Bidder has establishment at Krishnapatnam Port to carry out the said operation. Please enclose a self declaration certificate.

Bidders shall have satisfactory/dispute free performance with MMTC/NINL/any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanor with MMTC/NINL/any other PSU/any other reputed organization in the past, such Bid shall not be entertained. Please enclose a self declaration certificate to this effect.

6. The tender should be accompanied by EMD of Rs.200000/-(Rupees Two lakhs only) in the form of a crossed Demand Draft/Pay Order/ RTGS drawn on any Scheduled Bank (other than co-operative bank) payable in Visakhapatnam in favour of "MMTC LIMITED" or proof of payment through RTGS in MMTC's account. Any tender not accompanying EMD as per above requirement will be summarily rejected. Please enclose the original DD/Pay Order or proof of payment.

The bidders shall enclose Letter of Authorization for submitting their bids against this tender as per Annexure IV.

Bidder should submit one copy of signed and stamped tender document by Authorized representative of company as a token of acceptance of tender terms & conditions.



TECHNICAL BID

'PART-3'

Mandatory Information of Bidder

Company Name	:	
Registration Number	:	
Registered Address	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder: _____

Name

Designation

PRICE BID

BIDDER TO QUOTE RATES EXCLUSIVE OF SERVICE TAX

ALL USUAL PARAMETERS AT ACTUALS AGAINST RECEIPTS FOR THC, D.O. Charges, Container Cleaning, CFS Container movement, Container Survey charges, Container Insurance, Stamp duty, Administration charges, IGM amendment charges (if any), Loading & unloading labour charges at CWC/nominated warehouses, Import permit, FSSAI charges, P.Q. Fees, Lift-on Lift-off charges, D.O. Examination charges, Bagging charges at CWC, Stevedoring charges, wharfage etc.

Tender No: MMTC/VIZAG/AGRO/CHA/2016-17/01 dated 6.10.2016

PRICE BID

PRICE BID FOR CLEARING, FORWARDING, TRANSPORTATION AND STORAGE FOR CONTAINERISED/BULK/BAGGED CARGO OF IMPORTED PULSES

S No	Description	Rates quoted for PMT in Rs
1	All documentation charges including Port, Customs clearance, handling of containers, FSSAI & PQ activities until loaded onto outbound trucks from Port/CFS.	
2	Supervision & Transportation of loaded containers from Port/CFS to CWC/nominated godowns and return of empty containers to shipping liner).	
3	Supervision & Transportation of bulk cargo from Port to CWC/nominated godowns.	
4	De-stuffing, stacking of bagged cargo in the CWC/nominated godown	
5	De-stuffing, bagging, stacking & standardization of loose cargo in the CWC/nominated godown	
6	Collection of sweeping/spillage/refilling, bagging, stitching and stacking charges	
7	Monthly storage charges	
8	Maintenance charges of the stored cargo like fumigation etc.	
9	Supervision and loading charges for organizing delivery into the trucks at CWC/nominated godowns	
10	Weighment charges	

11	Cost of PP Double stitched bags 50kg Food grade	
12	Service Tax	
	Total	

ANNEXURE -III

This Agreement is made at Visakhapatnam onday of Two Thousand Sixteen between MMTC Limited, a Company registered under The Companies Act, 1956 having its Regional Office at MMTC Bhawan, Port Area, Visakhapatnam, 530035, and having its registered office at Core 1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110 003, hereinafter called "MMTC" which legal representatives and assigns on the FIRST PART.

AND

M/s. ----- a Proprietorship/ Partnership/

Company registered under Company's Act, having its registered office at

_____, represented by its Proprietor/ Managing Partners/Authorized Official residing at _____, hereinafter called „CHA“, which expression shall unless repugnant to the context shall mean and include its successors, heirs, executors and assigns on the SECOND PART.

And WHEREAS MMTC invited tender for appointment of agent for Clearing and handling of agricultural commodities like pulses, grains in bulk/bagged/containerized cargo and to undertake the work of bagging, clearing, handling, and transportation of cargo at nominated godowns.

AND WHEREAS CHA on the Second Part having the necessary infrastructure and facilities for carrying out such an activity have agreed to offer their services and quoted rates against the said tender of MMTC, after subsequent negotiations between MMTC and CHA both the parties have agreed to the rates as per Annexure – I

AND WHEREAS MMTC has issued WORK ORDER No: dtd.....to CHA to undertake the work of clearing of cargo , bagging, forwarding and transportation of Pulses arriving at Krishnapatnam Port in bulk/bagged/containerized cargo/containerized bagged cargo.

NOW MMTC and CHA Agree as under:

LICENCES:

It is confirmed by CHA that they possess valid license bearing No. _____ in their name as Custom House handling agent/ broker for undertaking handling operation of agro products at Krishnapatnam port and CHA shall ensure that the said license will be kept valid during currency of this agreement. THE CHA shall keep all other necessary/statutory licenses valid during the contract period.

If at any time during currency of the agreement, the said CHA license is cancelled by the concerned authority for any reason, the CHA would intimate the same to MMTC and for any consequences resulting thereto would indemnify MMTC.



PERFORMANCE GUARANTEE

CHA is to furnish the Performance Guarantee for Rs. 10,00,000/- (Rupees Five Lacs only) in the form of FDR/ irrevocable Bank Guarantee issued by any Nationalized Bank in favour of MMTC as per our prescribed format for due and satisfactory performance of the contract which shall be valid for initial period of one year with claim period of 6 months, and to be renewed if required by MMTC till the finalization of contract. The Performance Guarantee shall be released to CHA on successful and satisfactory execution of the said contract. No claim shall be admissible against MMTC in respect of interest on Performance Guarantee regardless of the time of the release.

MMTC Reserves the right to forfeit the Performance Guarantee if CHA commits any breach of contract or fails to fulfill any term (s) or condition (s) of the contract.

SCOPE OF WORK

The bidder (CHA) shall perform activities in connection with clearance of imported pulses at Krishnapatnam port which includes handling, weighing, transportation, CFS destuffing, bagging, stacking, storage and delivery etc imported bulk/bagged/containerized consignments of agricultural commodities, like pulses, grains at Krishnapatnam Port. The activities have been categorized into three parts namely PART A (All activities starting from taking delivery of containers from the shipping agent till clearance from Customs, Port, PHO, PQ deptt or any other statutory Bodies), PART B (All activities after clearance of cargo i.e. supervision, bagging, handling, weighing, transportation, storage and delivery etc.) and Part C (Common activities required both for PART A and PART B). The Scope of Work for these three parts is given below:-

Part A

Upon receiving of information regarding shipment, CHA shall coordinate with the respective shipping lines for filing of Import Manifest and necessary Customs and PHO/PQ activities and shall intimate MMTC of the whereabouts of the vessel/containers from time to time.

CHA shall arrange to collect all relevant shipping documents from MMTC and shall file Bill of Entries with the Customs and all relevant documentation for clearance of the cargo. If the original shipping documents have not been received, CHA shall arrange for Indemnity Bond (s) in favour of the owner/master of the vessel and other necessary documents for immediate clearance of cargo.

Upon unloading of the containers, CHA shall coordinate with the respective Steamer agent/ Shipping Line / CFS and shall arrange to move the containers to respective CFS under intimation to MMTC. CHA shall undertake all Terminal Handling activities of containers in the Port area and CFS.

CHA shall immediately apply to appropriate authorities/ departments of PQ and PHO for sampling of the imported cargo and shall obtain necessary clearances within 3 days from the date of application.

CHA shall endeavour that all clearances of imported pulses shall be completed within the free time allowed by shipping line (including PHQ/PQ) from the date of arrival of cargo and ensure dispatch of material to CWC/nominated godown at different locations or to the buyer as per instructions given by MMTC from time to time. Each loaded container must be weighted at CFS in the presence of all concerned authorized representatives. If there is any variation between B/L and actual weight, it must be, immediately, be informed all concerned authorities and after that the container may be moved to Godown.

CHA shall submit estimate of cost break up of Port charges, Terminal handling charges, Steamer Agent charges, CFS godown charges, PO charges, FSSAI charges or any other statutory charges within 1 working day of receipt of copy shipping documents and to ensure timely collection of shipping documents and DD/ Pay Order. MMTC shall ensure preparation of DD/Pay Order towards customs duty/ shipping line charges/ Port charges, Terminal handling charges, Steamer Agent charges, CFS godown charges, PO charges, FSSAI charges or any other statutory charges promptly on receipt of detailed cost break up from CHA.

CHA shall ensure that their officials are conversant with the Customs/FSSAI rules and procedures and supported by a strong team having knowledge of customs law to handle any query concerning the matter and process the customs related documents etc. without any delay.

CHA shall ensure that under no circumstances the clearance of goods should get delayed beyond the free time allowed by the shipping line, (including PHO/PQ), failing which any detention/demurrage charges will be solely to CHA account.

9. In case the clearance of goods is delayed beyond 5 days, penalty will be imposed on the CHA by MMTC as follow:

SR.NO.	PERIOD IN DAYS	PENALTY
1.	06-10 (BOTH DAYS INCLUSIVE)	Rs.5000 PER B/E
2.	11-15 (BOTH DAYS INCLUSIVE)	Rs.10000 PER B/E
3.	16-10 (BOTH DAYS INCLUSIVE)	Rs.15000 PER B/E
4.	MORE THAN 20 DAYS	Rs.20000 PER B/E

In case the clearances of goods are delayed more than 20 days, MMTC will make the alternative arrangement for clearance of goods from any other CHA and all losses/costs/risk including detention/demurrage incurred due to delay in addition to the penalty as mentioned at clause 9 above will be solely to the CHA account.

10. CHA shall obtain geographic locations of various CFS yards/warehouses for containerized cargo as and when imported.

CHA will have excellent working rapport with Customs and other Port related ancillary agencies. All local correspondence and communication regarding clearance on behalf of MMTC will be done by CHA.

On surrendering of original shipping documents, when received, to the vessel agent, CHA shall arrange to get the Indemnity Bond released from the vessel agent and deposit the cancelled Indemnity Bond in original with MMTC.

CHA shall arrange for all Custom clearance activities, including but not restricted to customs duty payment and other related activities for smooth clearance of cargo. CHA shall arrange for completion of all custom formalities. CHA shall also arrange short landing certificates from the Port Trust/Customs authorities wherever necessary and hand it over to MMTC for lodging claims with supplier/Insurance company/underwriter/ship owner.

Any charges for damages incurred to the containers during clearing & handling shall be to CHA's account.

Any other related jobs assigned as and when required.

PART B:

After clearance of cargo and its weightment (Gross and Tare weight) at a weighbridge, the CHA will undertake the destuffing of containers (if any), sweeping, and collection and stocking of the cargo on immediate basis and thereafter CHA shall arrange transportation of container from CFS to MMTC's nominated warehouses at different locations (either into the port warehouse or outside the port).

CHA will receive empty POLY PROPLINE DOUBLE STITCHED bags from the buyer of MMTC in presence of surveyor & protecting agent appointed by MMTC as well as delivery of the stored consignments from godowns to parties after receiving clear written instructions for the same from MMTC.

In case the buyer of MMTC fails to provide 50kg POLY PROPLINE DOUBLE STITCHED bags fit for packing of pulses (food grade) within stipulated time, CHA shall arrange the same and cost of the POLY PROPLINE DOUBLE STITCHED bags shall be reimbursed by MMTC at actual. The bags should be New 50 KGs seaworthy POLY PROPLINE DOUBLE STITCHED bags of uniform quality and weight capable to withstand 50 KGs net weight and capable of withstanding multiple handling. Following markings on the bags as per FSSAI standard should be complied:-

FSSAI Logo

FSSAI Licence number: .10014011001604

Product name

Weight

Country of Origin

Packing date

Importer's name & Address

Packer's name & Address

CHA shall arrange for destuffing of the containers, bagging and stitching (wherever applicable), stacking, loading of bagged cargo onto truck lorries and transportation of cargo

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(TO BE SIGNED AND STAMPED BY BIDDER)

by truck/ trailers from CFS to the warehouses of the CWC/nominated godowns. After de-stuffing of the containers at the designated warehouse, CHA shall arrange to surrender the empty containers to the concerned shipping liners. The de-stuffing activity shall be in the presence of the Surveyors nominated by MMTC. The CHA shall be responsible for safety of cargo.

On receipt of valid delivery orders (In Original) issued by authorized MMTC officials, CHA shall arrange for delivery of bagged from CFS/warehouse. Dispatch of all kinds of cargo from the port area shall be done only after getting clear written instructions from MMTC and under the supervision of surveyor & protecting agent nominated by MMTC for the same.

All delay and detention of containers shall be to the account of CHA due to their fault/ delay.

Any other related jobs assigned as and when required.

PART C:

CHA will ensure submission of detailed bill to MMTC towards agency/ clearing charges latest by 20th of the next month following the month of clearance of goods.

CHA will monitor the progress of discharge on daily basis and give status report on day to day basis (by email / Fax) to MMTC apart from submission of report regarding final quantity received.

CHA shall be paid all inclusive charges for the work relating to clearing, handling, forwarding/transporting the cargo at the agreed rates as per Part A and Part B of Price bid. MMTC may award either full or part of the work to the L1 bidder.

All the Exchange Control copies (in original) of Bills of Entry shall be deposited by CHA directly with MMTC.

CHA shall maintain complete account of cargo discharges and containers and shall submit daily & weekly report to MMTC.

CHA shall maintain record of goods received in containers, empty bags received container-wise and submit to MMTC.

CHA shall not have any right to create a charge, lien, sell, transfer, pledge, hypothecate or otherwise encumber the stocks of the MMTC, under any circumstances.

CHA shall be responsible for any shortage, damage, deterioration in quality and contamination of the product during handling of cargo from port or storage. If found short, damaged or contaminated, it will be compensated by CHA on demand without prejudice to any other legal remedy.



It will be the responsibility of CHA to make all arrangements like deployment of manpower to supervise the entire transaction from port to warehouse via CFS.

CHA shall obtain all permissions, licences /Import permits as required from any Government and local bodies for storage of product in the warehouse.

CHA shall arrange at their cost all work connected with weighing, supervision of unloading and re-loading work, wherever required.

In case of exigency, CHA shall arrange to pay directly all rates, duties, taxes, levies, excise and octroi-state and central – and any other charges and duties etc, if any, payable on the product on behalf of MMTC, the same shall be reimbursed by MMTC on production of original receipts.

CHA shall not assign or in any manner make over the said agency or this contract to any other firm/person.

MMTC reserves the right to appoint one or more CHA within the same territory and CHA shall not create any situation which may prevent MMTC from doing so.

MMTC reserves the right to terminate the agreement with successful bidder by giving 30 days notice without assigning any reason thereof. This will not however absolve CHA of the responsibility to pursue and settle claims of MMTC during pendency of the contract. MMTC shall have the right to terminate the agreement without notice in case CHA fails to perform its obligations as per the contract. MMTC appoint other CHA at the costs and risks of successful bidder and security deposit shall be forfeited.

On termination of agreement either on completion of the work or in terms of para above, CHA shall deliver to MMTC all or each of the consignment and all books or accounts and documents relating to MMTC, which are in their possession or control.

MMTC has right to inspect the goods under custody of CHA at any time and all relevant records/documents. Any shortage, if any, at CWC godown shall be in CHA account.

In case CHA fails to comply with any clause or terms and conditions of this agreement, a suitable penalty shall be imposed depending upon the decision of MMTC without prejudice to the other legal course available thereof shall be settled amicably through negotiation.

CHA shall strictly abide by all the rules and regulations of the Government policy and local authorities.

CHA shall be liable for all costs, damages, demurrage and other such things in operation due to the negligence of CHA or underperformance of any service or

any breach of terms thereof. The quantum of such damages will be determined at the sole discretion of MMTC.

21. Any other related jobs assigned as and when required

4. Tenure of the Contract:

The contract will be initially valid for 1 year from the date of signing of contract and may be extended for further periods on mutual consent in writing.

5. TERMS OF PAYMENT:

Within 21 days of handing over original shipping documents (B/Ls, Shipping Bill, Customs payment receipts etc.) to MMTC and original bills

6. TAXES

The Contractor shall bear all statutory dues including taxes, duties, charges or levies that may be assessed, imposed or levied upon the Contractor in connection with the contract. MMTC shall in no way be responsible for such taxes and duties. Service tax as applicable shall be paid by the MMTC. Income Tax which MMTC may be required by law to deduct shall be deducted at source and the same shall be paid to the tax authorities on account of the Contractor and the MMTC shall provide the Contractor tax deduction certificate. Wherever necessary, Contractor shall produce proof of above payments.

07. EXTENSION OF CONTRACT.

This contract is valid for 1 year from the date of signing of contract. The MMTC may extend the period of contract with the mutual consent between the Contractor and MMTC for a specified period on the terms and conditions as embodied in the contract or mutually agreed terms.

08. GENERAL TERMS AND CONDITIONS:

MMTC reserves the right to accept/reject any or all the tenders submitted on whole or in part without any notice or without assigning any reason thereof.

MMTC may at its discretion empanel one or more contractor against this tender subject to matching L1 price.

The contractor shall not keep lien on the material at any point of time.

The contractor shall permit officials of MMTC and representatives of MMTC appointed agencies to inspect the goods.

The contractor shall ensure that all shipping documents are prepared and obtained as per the conditions stipulated in the Letter of Credit opened by the Foreign Buyer.



MMTC can appoint and utilize the services of other CHA whenever it feels necessary or on arising of any circumstances without assigning any reasons thereof.

In case of failure on the part of CHA to get the required work done, MMTC shall get the same done from other agency at the market rates and CHA shall have to bear the difference in the market rate paid by MMTC and the contractual rate.

Any changes/amendments to this agreement shall be valid only when both the parties to said agreement mutually agree and sign the amendment.

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

09. TERMINATION.

If the Contractor commits breach of any provisions of the Agreement, MMTC shall notify the Contractor to remedy such breach within a reasonable period. If breach continues to occur, MMTC shall have the right to terminate the Agreement.

10. FORCE MAJEURE.

Force Majeure is herein defined as any cause which is beyond the control of either party of the agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or which when foreseen could not have prevented and which materially and adversely affected the performance by either party (the Affected Part) of its obligation under the agreement such as but not limited to:

Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;

Act of Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;

Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection" Strikes and lock outs.

If operation of such circumstances exceed three months, either Party will have the Right to Refuse further Performance of the Contract in which case neither Party shall have the right to claim eventual damages.

11. ARBITRATION.

All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration. The provisions of the Arbitration and conciliation Act, 1996 and amendments

thereof shall apply to such arbitration proceedings. The venue of the arbitration will be at Visakhapatnam, the award made in pursuance thereof shall be binding on the parties.

12. Clause Fraud Prevention

(1) Commitments of the Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s): The Bidder(s)/Contractor(S)/Buyers(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 <https://mmtclimited.com>) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

The Bidder(s)/Contractor(S)/Buyers(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.

The Bidder(s)/Contractor(S)/Buyers(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 in the bidding process.

The Bidder(s)/Contractor(S)/Buyers(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)/Buyers(s)/Vendor(s) will not use improperly or allow any employee(s) of MMTC, 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, including information contained or transmitted electronically.

The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) shall not instigate third persons to commit offences/activates outlined in Fraud Prevention Policy or be any accessory to such offences.

The Bidder(s)/Contractor(S)/Buyers(s)/Vendor(s) if in any 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 Clause 12 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)/Buyers(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 Clause 12(2), 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.

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

For CHA.
Authorized Signatory

For MMTC LIMITED.
Authorized Signatory

Witnesses:

- 1.
- 2.



ANNEXURE-IV

Sub: Letter of Authorization

I/We do hereby declare that the details provided by us are true and I/We shall be bound by the act of my/our duly constituent Attorney, Sri _____ who is duly authorized by me/us separately through an authorization letter to this effect for the purpose and of any other person who in future may be appointed by me / us instead to carry on the business of the concern, whether any intimation of such change is given to the General Manager, MMTC LTD, Visakhapatnam or not.

The specimen signature of Sri is given below:-

Name:

Signature:

Yours faithfully,

(SIGNATURE OF BIDDER)

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of applicable amount to be executed by any Scheduled Bank other than Gramin Bank, Co-operative Bank)

Sub: Tender No. _____

**The General Manager,
MMTC Limited,
MMTC Bhawan, Port Area
Visakhapatnam, 530035**

Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India (hereinafter called "the MMTC) have entered into Contract No. _____ dated _____

(hereinafter called 'the CONTRACT') for _____ with M/s. _____ (name) address _____, (hereinafter called the XX')

- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of Rs. _____.

- 3) AND WHEREAS at the request of the 'XX', we _____

Bank, _____ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of Rs. _____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.

- 4) We, _____ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs. _____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.

- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. _____. Our Guarantee shall remain in force until

- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before
- 7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
- 8) This guarantee comes into force forthwith.
- 9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s 'XX'.

10) The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. _____ only by MMTC.

11) We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.

12) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.

13) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2016

Yours faithfully

For and on behalf of Bank

(Address)

(Banker's Seal)

(On Non-Judicial Stamp Paper of Rs. 100/-)

UNDERTAKING

1. This is in reference to our application No_____dated_____for supply of_____.
2. We hereby unequivocally confirm and declare that we shall be full responsible for any kind of defaults and false declaration if any in any of the documents submitted and / or representations made to MMTC related to this business transaction. We further confirm and declare that we are solely responsible for any such non / mis-declaration default, non-realization of export proceeds and / or mis-utilization of commodity/product or any such offence and shall be liable for prosecution under Foreign trade policy 2009-14 & 2015-2020 provisions, Customs Act and its Notifications. Indian Penal Code and/or FEMA or under any law/rules or Regulations in force as may be applicable from time to time
3. We unconditionally undertake to indemnify MMTC and keep MMTC fully indemnified and harmless against any liabilities that may arise as a result of any of our acts of commission/omissions whatsoever in regard to our above application
4. This is to certify that I / We, _____ Proprietor / Partner / Director of (Name of the Firm) _____ hereby declare that we are registered with concerned statutory authorities vide their Registration Certificate No. _____ Dated _____ valid up to _____ and also registered with Custom and received one time registration certificate No._____ dated_____.
5. We further certify and undertake that we are not black listed or debarred for, any demand, sue, recovery, from all and every or any person or persons whomsoever concerned or chargeable therewith all and every sum or sums of money, debts, goods, effects, securities, stocks, shares and interests which shall or may belongs to or be or become due or payable to any Govt. / Semi Government Agencies, MOC, or any other under PSU during the tenure and validity of our firm and above registration certificate.
6. That the business dealings has not been banned or suspended by the Ministry of Commerce (MOC), Government of India or any of the PSU under MOC.
7. Further, that the director(s)/owner or proprietor or partner (as the case may be), is not convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years.

SIGNATURE/S

PROPRIETOR/PARTNER/DIRECTOR

NAME:

(Stamp of the Firm)

Date:

Place:

Witness:

