



NIT NO. MMTC/KOL/AGRO/CHA/2019-20/01 dated 14.05.2019

SUB: TENDER FOR APPOINTMENT OF CUSTOMS HOUSE AGENT / CLEARING HANDLING AGENT AT KOLKATA PORT FOR IMPORTED BULK/BAGGED/CONTAINERIZED CONSIGNMENTS OF PULSES, MAIZE, ETC.

MMTC Limited, A Government of India Enterprise, Regional Office, NIC Building (4th Floor), 8 India Exchange Place, Kolkata 700 001 (hereinafter called MMTC) invites Sealed offers in two bid system for Customs House Agent/ Clearing Handling Agent of imported Pulses, Maize, etc on the terms and conditions as below. The bidder(s) are required to submit their sealed tender latest by 14:30 Hrs on 03.06.2019 to the **GENERAL MANAGER (AGRO), MMTC LIMITED, NIC BUILDING (4TH FLOOR), 8 INDIA EXCHANGE PLACE, KOLKATA-700 001**. The offer is required to be submitted in two separate sealed envelopes i.e. one for "Technical Bid" and the other for "Price Bid". The **Technical Bid** will be **opened on 07.06.2019 at 15:00 Hrs** and the **"Price Bids" of only the technically qualified bidders** will be opened subsequently. The Authorized Representatives of the bidders may witness the process, if desired so.

TERMS AND CONDITIONS:

1. Eligibility Criteria

- i.** Bidders should have an office at Kolkata to carry out the said operation. Bidders should have valid Trade License and registration under GST.
- ii.** Bidders should hold valid Customs House Agent/Broker Licence in their own name for Clearance of import consignments at Kolkata Port.
- iii.** Bidders shall have satisfactory/dispute free performance with MMTC/any other PSU. In case of any incident of dispute/misdemeanor with MMTC/any other PSU in the past, such Bid shall not be entertained.
- iv.** The tender should be accompanied by an Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand only) in the form of a crossed Demand Draft/Pay Order in favour of "MMTC Limited" drawn on any Scheduled Bank (other than co-operative bank) payable at Kolkata in favour of "MMTC LIMITED" or through RTGS/NEFT. 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 one month from the date of awarding the tender. The EMD of the successful bidder will be adjusted towards the part performance guarantee. RTGS details are as follows:

- State Bank of India A/C NO. 11051192270
- CAG Branch Kolkata
- IFSC CODE: SBIN0009998

2. Mode of Submission

The bids are to be submitted in following manner:

- a. Technical Bid: As per Annexure I (To be completely filled up and documents attached)**
- b. Price Bid: In Price Bid format as per Annexure- II**



The 'Technical Bid' and the 'Price Bid' must be placed inside 2(Two) separate sealed envelopes as follows:

First Envelop superscribing **"Technical Bid: Tender No. NIT NO. MMTC/KOL/AGRO/CHA/18-19/01 dated 14.05.2019"**

Second Envelop superscribing **"Price Bid: Tender No. NIT NO. MMTC/KOL/AGRO/CHA/18-19/01 dated 14.05.2019"**

Both the above two separate envelopes containing the 'Technical Bid' and 'Price Bid' **shall be put in another sealed envelop superscribing "Tender No. NIT NO. MMTC/KOL/AGRO/CHA/18-19/01 dated 14.05.2019"**

Due date for submission:

The last date & time for submission of the bid along with above documents is at 14:30 Hrs on 07.06.2017 and opening of the Technical Bid at 15:00 Hrs on the same day and the Price Bid will be opened subsequently only for the qualified Technical Bids. The rates quoted by the bidders in the tender will remain valid for one month from the date of opening the tender for acceptance by MMTC. There should not be any indication /mention of prices in the technical bid and if the same is found in technical bid, the same will be summarily rejected. Hence, the prices quoted must be mentioned in the price bid only.

3. Performance guarantee (PG):

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 deposit by way of Demand Draft/Pay Order in favour of "MMTC limited" or RTGS/NEFT towards performance guarantee of Rs.5,00,000/- (Rupees Five Lakhs only) including the EMD within 3 (Three) days from the date of issuance of LOI by MMTC. Non-performance of the contract in part or full will be construed as a failure and the PG will be invoked.

In the event of the failure of the successful Bidder to furnish PG within the stipulated time, MMTC may award the contract to the next lowest Bidder or may invite fresh Bids at its discretion and MMTC shall forfeit the EMD of the successful bidder. No interest shall be payable on performance guarantee.

4. Commodity of Handling: Pulses, Maize etc

5. (A) Scope of work (Break Bulk cargo)

The bidder shall perform all activities in connection with clearance of imported agricultural products like Pulses, Maize, etc at Kolkata port which includes custom clearance, handling, weighment, transportation, destuffing, bagging, stitching, stacking, delivery etc at Kolkata Port. The Scope of Work has been categorized into two parts namely PART A and Part B are given below:-

PART A:

1. Upon receiving of information regarding shipment, CHA shall coordinate with the respective shipping lines for filing of Import General Manifest (IGM) and necessary Customs, PHO/PQ activities and shall intimate MMTC of the whereabouts of the vessel from time to time.
2. 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

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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.

3. CHA shall arrange for best available transit shed(s) in the port area in the name of MMTC. The transit sheds must be covered, hard base, clean and hygienic condition.
4. CHA shall coordinate with the respective Steamer agent/ Shipping Line. CHA shall receive the cargo on behalf of MMTC at unloading points; get Customs appraisal and all other such formalities from respective statutory authority and also arrange proper transportation and storage of the cargo in Port shed/warehouse of KPT/NSD/CWC which shall be intimated by MMTC.
5. CHA shall arrange for the suitable and approved by statutory authority barge (s) for unloading, loading into dumpers and shifting to shed/warehouse for bagging.
6. CHA shall arrange P.P Bags/ Jute bags for packing of Pulses (food grade), Maize, etc within stipulated time and cost of the P.P Bags/ Jute bags shall be provided by MMTC or the ultimate buyers of MMTC. CHA shall coordinate with the bag supplier of MMTC to store the bags at Port shed before discharge of cargo.
7. CHA will undertake the on board bagging, de-stuffing the cargo from the vessel/barge, bagging, stitching, sweeping, collection, stacking, loading of bagged cargo onto truck lorries and stocking of the cargo at port area/shed/warehouse in the name of MMTC on immediate basis. The de-stuffing activity shall be in the presence of the Surveyors nominated by MMTC. The CHA shall be responsible for safekeeping of cargo.
8. 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.
9. CHA shall arrange for transit shed(s) in the port area in the name MMTC, if required and shall be responsible for the safe custody of the cargo. Cost of loading/unloading of the cargo at port and warehouse along with the transportation shall be to CHA's account. If the cargo is moved from Port to any outside warehouse, the transportation shall be arranged by CHA and it will be the responsibility of the CHA to ensure the safety of the cargo.
10. All statutory formalities including endorsement on way bills etc., wherever necessary to be carried out by CHA and endorsed copy in original to be deposited with MMTC.
11. CHA shall endeavor that all clearances of imported Pulses, Maize, etc shall be completed within 10 days from the date of arrival of cargo and ensure despatch of material to MMTC's godown at different locations i.e CWC Import Export, CWC Panchpara, CWC Bonhooghly, CWC Panihati and CWC Uluberia or as per instructions given by MMTC from time to time. CHA shall shift the cargo on regular interval basis from the port shed to port plot/ godow/ CWC warehouse.
12. CHA shall submit estimate of cost break up of Port charges, Terminal handling charges, Steamer Agent charges, DO charges, PQ 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, DO charges, PQ charges, FSSAI charges or any other

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statutory charges promptly on receipt of detailed cost break up from CHA. MMTC may advise the CHA to pay these charges on account of MMTC and the same shall be reimbursed at actuals.

13. 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.
14. CHA shall ensure that under no circumstances the clearance of goods should not get delayed beyond 10 days (including PHO/PQ), failing which any detention/demurrage charges will be solely to CHA account.
15. In case clearance of goods are delayed beyond 5 days, penalty will be imposed on the CHA as follow:

| SR.NO. | PERIOD | PENALTY |
|--------|------------------------|------------------|
| 1. | 06-10 (BOTH INCLUSIVE) | Rs.5000 PER B/E |
| 2. | 11-15 (BOTH INCLUSIVE) | Rs.10000 PER B/E |
| 3. | 16-10 (BOTH 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 may make the alternative arrangement for clearance of goods by any other CHA at the risk & cost of L1 bidder. All losses/costs including detention/demurrage incurred due to delay in addition to the penalty as mentioned at clause 14 above will be solely to the CHA account.

16. CHA should have excellent working relation with Customs and other Port related ancillary agencies. All local correspondence and communication regarding clearance on behalf of MMTC will be done by CHA.
17. 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.
18. 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.
19. In case of despatch/demurrage and/or extra wharfage due to non achievement of contracted rate of discharge with supplier/CP, bagging and standardization and movement of goods from port, the same shall be to the account of CHA as the case of bulk cargo.
20. After clearance of cargo, CHA shall weigh the cargo (Gross and Tare weight) at a weighbridge nominated by MMTC. The CHA shall ensure that the weighbridge should have valid calibration certification.

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21. CHA shall arrange transportation of cargo by truck/ trailers from Port to MMTC's nominated warehouses at different locations.
22. On receipt of valid delivery orders (In Original) issued by authorized MMTC officials, CHA shall arrange for delivery of bagged cargo from the godown/CWC warehouse. Dispatch of cargo from the godown/CWC warehouse shall be done only after getting clear written instructions from MMTC and under the supervision of surveyor nominated by MMTC for the same.
23. In case of rail delivery, CHA shall coordinate with Railways for placement of rake, Port ,MMTC official and buyers of MMTC and deliver of the cargo loading onto the rake at KPT/NSD railway siding. CHA shall arrange to collect the RR from Railways and submit the same.
24. All delay and detention of trucks/containers/rake shall be to the account of CHA due to their fault/ delay.
25. All the Exchange Control copies (in original) of Bills of Entry shall be deposited by CHA directly with MMTC.
26. Any other related jobs assigned as and when required.

PART B:

1. 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.
2. 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.
3. 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 of Price bid. MMTC may award either full or part of the work to the L1 bidder.
4. CHA shall maintain complete account of cargo discharges and shall submit daily & weekly report to MMTC.
5. CHA shall maintain record of goods received , empty bags received and submit to MMTC.
6. 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.
7. 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.
8. It will be the responsibility of CHA to make all arrangements like deployment of adequate manpower to supervise the entire transportation from port to warehouse.

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9. CHA shall obtain all permissions, licences /Import permits as required from respective authority/Government and local bodies for storage of product in the warehouse.
10. CHA shall arrange at their cost all work connected with weighment, supervision of unloading and re-loading work, wherever required.
11. In case of exigency, CHA shall arrange to pay directly all charges, duties, taxes, levies 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.
12. CHA shall not assign or in any manner make over the said agency or this contract to any other firm/person.
13. 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.
14. 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 may appoint other CHA at the costs and risks of successful bidder and security deposit shall be forfeited.
15. 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 of accounts and documents relating to MMTC, which are in their possession or control.
16. MMTC has right to inspect the goods under custody of CHA at any time and all relevant records/documents.
17. In case CHA fails to comply with any clause or terms and conditions, a penalty i.e double the amount of losses or 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.
18. CHA shall strictly abide by all the rules and regulations of the Government policy and local authorities.
19. CHA shall be liable for all costs, damages, demurrage, detention and other such things in operation due to the negligence of CHA or underperformance of any service or any breach of terms thereof. The quantum of such damages will be determined at the sole discretion of MMTC.
20. Any other related jobs assigned as and when required

5.(B) Scope of work (Containerized cargo)

The bidder shall perform all activities in connection with clearance of imported agricultural products like pulses, maize etc at Kolkata port which includes handling, weighment, transportation, CFS destuffing, bagging, stacking, delivery etc in bulk/bagged containerized consignments at Kolkata Port. The activities have been categorized into three parts namely

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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 bagging, handling, weighment, transportation, delivery etc.) and Part C (Common activities required both for PART A and PART B). The Scope of Work for these three parts are given below:-

Part A

1. Upon receiving of information regarding shipment, CHA shall coordinate with the respective shipping lines for filing of Import General Manifest (IGM) and necessary Customs and PHO/PQ activities and shall intimate MMTC of the whereabouts of the vessel/containers from time to time.
2. 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.
3. 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.
4. 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.
5. CHA shall endeavour that all clearances shall be completed within 10 days from the date of arrival of cargo and ensure despatch of material to MMTC's godown at different locations or to MMTC & buyer as per instructions given by MMTC from time to time.
6. 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.
7. 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.
8. CHA shall ensure that under no circumstances the clearance of goods should not get delayed beyond 10 days (including PHO/PQ), failing which any detention/demurrage charges will be solely to CHA account.

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

| SR.NO. | PERIOD | PENALTY |
|--------|------------------------|------------------|
| 1. | 06-10 (BOTH INCLUSIVE) | Rs.5000 PER B/E |
| 2. | 11-15 (BOTH INCLUSIVE) | Rs.10000 PER B/E |
| 3. | 16-10 (BOTH 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 at the risk & cost. All losses/costs 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.
11. CHA should have excellent working relation with Customs and other Port related ancillary agencies. All local correspondence and communication regarding clearance on behalf of MMTC will be done by CHA.
12. 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.
13. 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.
14. Any charges for damages incurred to the containers during clearing & handling shall be to CHA's account.
15. 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 nominated by MMTC, 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 shall arrange the 50kg P.P bags/ Jute bags fit for packing of pulses (food grade)/Maize within stipulated time and cost of the P.P bags/Jute Bag shall be reimbursed by MMTC at actual. Sample of P.P bags/Jute Bag to be approved by MMTC.

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3. At CWC godown, 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 by truck/ trailers from CFS to the warehouses of the nominated buyers of MMTC. 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 safekeeping of cargo.
4. On receipt of valid delivery orders (In Original) issued by authorized MMTC officials, CHA shall arrange for delivery of bagged cargo from CFS/warehouse. Dispatch of cargo from the port area/warehouse 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.
5. All delay and detention of containers shall be to the account of CHA due to their fault/delay .
6. Any other related jobs assigned as and when required.

PART C:

1. 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.
2. 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.
3. 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.
4. All the Exchange Control copies (in original) of Bills of Entry shall be deposited by CHA directly with MMTC.
5. CHA shall maintain complete account of cargo discharges and containers and shall submit daily & weekly report to MMTC.
6. CHA shall maintain record of goods received in container, empty bags received container-wise and submit to MMTC.
7. 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.
8. 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.
9. 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.

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10. CHA shall obtain all permissions, licences /Import permits as required from any Government and local bodies for storage of product in the warehouse.
11. CHA shall arrange at their cost all work connected with weighing, supervision of unloading and re-loading work, wherever required.
12. 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.
13. CHA shall not assign or in any manner make over the said agency or this contract to any other firm/person.
14. 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.
15. MMTC reserves the right to terminate the contract 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 contract without notice in case CHA fails to perform its obligations as per the contract. MMTC may appoint other CHA at the costs and risks of successful bidder and security deposit shall be forfeited.
16. 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.
17. MMTC has right to inspect the goods under custody of CHA at any time and all relevant records/documents.
18. In case CHA fails to comply with any clause or terms and conditions, a penalty i.e double the amount of losses or 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.
19. CHA shall strictly abide by all the rules and regulations of the Government policy and local authorities.
20. 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

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6. AWARD OF CONTRACT:

MMTC shall award the contract to the Lowest Bidder (L1) by taking cumulative price of all function i.e Part A and Part B of Price Bid. 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.

7.Tenure of the Contract:

The contract will be initially valid for a period of two years 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 from the date of receipt of Bill at MMTC Kolkata office along with supporting documents.

9. 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. GST 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 CHA tax deduction certificate. Wherever necessary, CHA shall produce proof of above payments.

10. GENERAL TERMS AND CONDITIONS:

- a) MMTC reserves the right to accept/reject any or all the offers submitted against this tender in whole or in part without any notice or without assigning any reason thereof.
- b) If L1 bidder fails to comply with the tender terms, MMTC reserves the right to make an offer to L2 bidder subject to matching L1 price .
- c) The CHA shall not keep lien on the material at any point of time.
- d) The CHA shall permit officials of MMTC and representatives of MMTC appointed agencies to inspect the goods and supervise the activities.
- e) 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.
- f) Any amendment to this contract shall be valid only when both the parties to said contract mutually agree and sign the amendment.
- g) In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation and clarification provided by the General Manager, MMTC, Kolkata shall prevail and shall be final and binding on the CHA.
- h) MMTC shall make payment to CHA on actual quantity delivered at designated warehouses as per independent surveyor report.
- i) Payment shall be made only against actual work performed by the Handling Agent.

11. Termination clause:

11.a) MMTC reserves the right to terminate the contract with the handling agent 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.

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11.b) MMTC shall have the right to terminate the contract without notice in case CHA fails to perform its obligations as per the contract. MMTC may appoint other CHA at the costs and risks of CHA and performance guarantee shall be forfeited.

12. How to fill up the bid:

It shall be the responsibility of the persons submitting the tender to carefully read and understand the tender documents and to ensure that the tenders have been submitted in the prescribed formats and as per the terms and conditions prescribed in the tender. MMTC reserves the right to reject the incomplete offers including Price Bid submitted against this tender without any notice. 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:

| Sl No | Name | Designation | Contact No. | Mobile No. |
|-------|------------------|-----------------|--------------|------------|
| 1 | Shri A. Hembram | General Manager | 033-22546003 | 9830155721 |
| 2 | Shri M Choudhury | Sr.Manager | 033-22546011 | 8697511714 |
| 3 | Shri B. Biswas | Sr.Manager | 033-22546020 | 9434051929 |

E-mail: ahembram@mmtclimited.com
malayc@mmtclimited.com
bidyutbiswas@mmtclimited.com

Website: www.mmtclimited.com

13. Fraud Prevention Policy

(1) Commitments of the Bidder(s)/Contractor(s): The Bidder(s)/Contractor(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.

- a. The Bidder(s)/Contractor(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 exHandling Agentnge any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(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.
- c. The Bidder(s)/Contractor(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) 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.
- d. The Bidder(s)/Contractor(s) shall not instigate third persons to commit offences/activates

(TO BE SIGNED AND STAMPED BY BIDDER)



outlined in Fraud Prevention Policy or be any accessory to such offences.

- e. The Bidder(s)/Contractor(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 13(1)** 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) 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)/Contractor(s) from the tender process prior to the award of during execution according to **Clause 13(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.

14. 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:

- a) Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightening and cyclone;
- b) Act of Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;
- c) Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection' Strikes and lock outs.

A certificate issued by any Chamber of Commerce at the place of occurrence of such incident(s) will have to be submitted by either party invoking such Force Majeure clause within 15(fifteen) days of such occurrence.

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.

15. 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.

(TO BE SIGNED AND STAMPED BY BIDDER)



16. 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 on the Indian Council of Arbitration Act, 1996 and amendments thereof. The venue of the arbitration will be at Kolkata, the award made in pursuance thereof shall be binding to the parties.

17. Only the courts in Kolkata will have the jurisdiction under this contract.

GENERAL MANAGER (Agro)

(TO BE SIGNED AND STAMPED BY BIDDER)

**ANNEXURE-I****TECHNICAL BID****'PART-1'**Mandatory Information of Bidder

| | | |
|---|---|--|
| Company Name | : | |
| Company's Legal Status (i.e. whether a Company, Partnership Firm, Proprietorship, etc.) | : | |
| Registration Number | : | |
| Registered Address | : | |
| Address for Correspondence | : | |
| Name of Proprietor/Partners / Directors | : | |
| Company's Establishment Year | : | |
| Company's Nature of Business | : | |
| GSTIN Registration Number (Self attested copy to be enclosed) | : | |
| Income Tax Permanent Account Number (Self attested copy to be enclosed) | : | |
| Name and address of Bankers | : | |
| Contact Details | : | |
| Contact Name | : | |
| Designation | : | |
| Date Of Birth | : | |
| Correspondence Email | : | |
| Phone | : | |
| Mobile | : | |
| Fax | : | |

Signature of the bidder : _____

Name

Designation

(TO BE SIGNED AND STAMPED BY BIDDER)



ANNEXURE-I

TECHNICAL BID

'PART-2'

1. Bidder should submit self attested copies of GST registration certificate, PAN and Trade License.
2. Bidders should hold valid Customs House Agent/Broker Licence in their own name for Clearance of import consignments at Kolkata Port.
3. The tender should be accompanied by EMD of Rs.50,000/-(Rupees Fifty Thousand only) in the form of a crossed Demand Draft/Pay Order/ RTGS.
4. The bidders shall enclose Letter of Authorisation and Mandatory Information of Bidder for submitting their bids against this tender as per Annexure I (Part-3) and Annexure I (Part-1) respectively.
5. Bidder should submit one copy of signed and stamped on all pages of the tender document by Authorized representative of company as a token of acceptance of the tender terms & conditions.

(TO BE SIGNED AND STAMPED BY BIDDER)



ANNEXURE-I

TECHNICAL BID

'PART-3'

Sub: Letter of Authorisation

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, Shri _____ 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 to carry on the business of the firm/company, whether any intimation of such CHAIs given to the General Manager, MMTC Kolkata or not.

The specimen signature of Shri is given below:-

1. Name:
2. Signatue:

Yours faithfully,

(SIGNATURE OF BIDDER)

With official stamp

(TO BE SIGNED AND STAMPED BY BIDDER)

**ANNEXURE-II****PRICE BID****NIT NO. MMTC/KOL/AGRO/CHA/2019-20/01 dated 14.05.2019**

- **BIDDER TO CLEARLY MENTION WHETHER RATES EXCLUSIVE OF GST**
- **ALL USUAL PARAMETERS AT ACTUALS AGAINST RECEIPTS FOR THC, D.O. Chgs, Container Cleaning, CFS Container movement, Container Survey charges, Container Insurance, Stamp duty, Administration charges, IGM amendment chgs (if any), FSSAI chgs, P.Q. Fees, Lift-on Lift-off charges, D.O. Examination charges, wharfage, fumigation charges etc.**

Part-A: PRICE BID FOR CLEARING, FORWARDING AND TRANSPORTATION FOR BREAK BULK CARGO OF IMPORTED PULSES, MAIZE ETC

| SI No | Description | Rate quoted (Rs/PMT) | |
|-------|--|-----------------------|--|
| 1 | CHA Activities : All documentation including Port & Customs clearance, handling of vessel, FSSAI & PQ activities. | | |
| 2A | Discharge at KPT/NSD: Unloading, loading into dumpers and shifting to shed for bagging , machine stitching and stacking) | | |
| 2B | Discharge at Sagar: Barge Charges including unloading, loading into dumpers and shifting to shed. Bagging and machine stitching at barge/queyline/shed and stacking. | | |
| 2C | Discharge at Diamond Harbour: Barge Charges including unloading, loading into dumpers and shifting to shed. Bagging and machine stitching at barge/queyline/shed and stacking. | | |
| 3 | Loading charges for loading the cargo into trucks/containers/wagon from the sheds including all labour related charges.(About 50 kg weight of each bag) | | |
| 4A | Transportation from Port sheds to Railway siding at KPT/NSD for loading onto rakes. | | |
| 4B | Transportation from Port sheds to warehouses | Name of CWC | Transport of bagged cargo though truck/trailer |
| | | 1. CWC- Import Export | |
| | | 2. CWC- Panchpara | |
| | | 3.CWC- Bonhooghly | |
| | | 4.CWC-Panihati | |
| | | 5.CWC-Uluberia | |
| 5 | Weighment Charges.(i.e Tare weight and Gross weight of each truck) at the time of | | |

(TO BE SIGNED AND STAMPED BY BIDDER)



| | | |
|----|--|--|
| | intake. | |
| 6A | Cost of P.P Bags (50 Kgs Food Grade) i.e for 20 pcs | |
| 6B | Cost of Jute Bags (50 Kgs Food Grade) i.e for 20 pcs | |
| 7 | Unloading & stacking charges at nominated warehouse including all labour related charges. | |
| 8 | Sweeping, Standardization and weighment of spillage at shed/godown only for sweeping material. | |
| 9 | Loading charges for loading the cargo into trucks/containers/wagon from nominated warehouse/Railway siding including all labour related charges at the time of delivery to customer. | |
| 10 | Weighment Charges.(i.e Tare weight and Gross weight of each truck) at the time of delivery. | |
| 11 | GST | |
| | Total (Part A) | |

Part-B: PRICE BID FOR CLEARING, FORWARDING AND TRANSPORTATION FOR CONTAINERISED CARGO OF IMPORTED PULSES, MAIZE, ETC

| SI No | Description | Rate quoted (Rs/PMT) | | |
|-------|--|-----------------------|-------------------|-------------------|
| 1 | CHA Activities : All documentation including Port & Customs clearance, handling of containers, FSSAI & PQ activities until loaded onto outbound trucks from CFS | | | |
| 2 | Transportation from CFS to warehouses (Loaded containers from port to warehouse of CWC and return of empty containers to shipping lines designated place) | Name of CWC | 20 Feet Container | 40 Feet Container |
| | | 1. CWC- Import Export | | |
| | | 2. CWC- Panchpara | | |
| | | 3.CWC-Bonhooghly | | |
| | | 4.CWC-Panihati | | |
| | | 5.CWC-Uluberia | | |
| 3A | For Loose cargo in container- Destuffing, bagging, stitching & stacking at CWC warehouse including all labour related charges. | | | |
| 3B | For bagged cargo in container- Destuffing & stacking at CWC warehouse including all labour related charges. | | | |

(TO BE SIGNED AND STAMPED BY BIDDER)



| | | |
|--|--|--|
| 4 | Weighment Charges.(i.e Tare weight and Gross weight of each truck) at the time of intake. | |
| 5A | Cost of P.P Bags (50 Kgs Food Grade) i.e for 20 pcs | |
| 5B | Cost of Jute Bags (50 Kgs Food Grade) i.e for 20 pcs | |
| 6 | Sweeping, Standardization and weighment of spillage at godown. | |
| 7 | Loading charges for loading the cargo into trucks/containers/wagon from nominated warehouse/Railway siding including all labour related charges at the time of delivery to customer. | |
| 8 | Weighment Charges.(i.e Tare weight and Gross weight of each truck) at the time of delivery. | |
| 9 | GST | |
| | Total (Part B) | |
| Grand Total (Part A + Part B) Excluding GST | | |

Yours faithfully,
(SIGNATURE OF BIDDER)

With official stamp

(TO BE SIGNED AND STAMPED BY BIDDER)