



M M T C LIMITED

(Government of India Enterprise)

MMTC House, Plot No.C-22, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051.

Tel: 022 26573158, 56784115, Telefax: 022 2657 01 31, Fax: 022-2657 2541/0131

MMTC/MUM/NFM/Transporter/2013-14.

Date: 13.03.2014

M/s. _____

Dear Sirs,

Sub: Invitation to Expression of Interest for appointment of Registered Road Transporter

Inviting Expression of interest for appointment/empanelment of Registered Road Transporter to such Transporter who are holding valid License for Transportation, Loading and Unloading at Mumbai Port/Nhava Sheva Port/CFS Mulund/MMTC Godown Bhiwandi of imported consignments of Non-Ferrous Metals, Minor Metals and Industrial Raw Materials like Copper Cathodes/Wirebars/Wire Rods, Zinc Ingots/Slabs, Lead , Pig Ingots , Tin Ingots, aluminum Ingots/Wire Rods, Nickel (packed in drums) Antimony Ingots, Silicon,etc .

Mode of submission:

1. Filled up Signed application should be submitted in prescribed FORM (Annexure) in properly sealed envelopes in duplicate addressed to THE GENERAL MANAGER,MMTC LIMITED, MMTC HOUSE, 3rd Floor, C-22, BANDRA KURLA COMPLEX, BLOCK-E,BANDRA (EAST) MUMBAI 400 051 mentioning clearly on the envelopes "EMPANELMENT OF TRANSPORTER OF NFM/IRM/MM " .Last date for submitting Tender is 25.03.2014 (upto 1400 Hrs IST). **Application will be opened on dt.25.03.2014 at 1630 hrs at MMTC Limited, C-22, MMTC House, 3rd Floor, E Block, Bandra Kurla Complex, Bandra(E) Mumbai 400 051 and the applicant authorized representatives can remain present, if they so desire at the time when the tenders are opened.**
2. The tender should be accompanied by non interest bearing Earnest Money Deposit (EMD) of **Rs. 50,000/- (Rupees Fifty Thousand only)** in the form of a crossed Demand Draft/ Pay Order drawn on any Scheduled Bank (other than co-operative bank) payable in Mumbai in favour of "**MMTC LIMITED**". Any tender or bid, not accompanied by EMD as per above requirement will be summarily rejected.



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2. Correction and alterations shall be signed in full by the applicant with date. No erase(s) or over writing(s) and application of white fluid is permissible.
3. Acceptance of the application by MMTC may be sent by letter and/or contract within the validity of the empanelment. Validity of the application will be for 30 days from the date of opening.
4. Successful tenderer shall be required to deposit with MMTC Limited within 5 working days of the acceptance of the tender a non-interest bearing Security Deposit of Rs.4,00,000/- (Rupees Four Lakhs only) for due and proper fulfillment of the contract. The Security Deposit can be in the form of a Bank Guarantee for Rs. 3,00,000/- (Rs. Three Lakhs only) which shall be valid for a period of one year and claim for further period of six month from the date of expiry of validity. EMD deposited will be converted into Security Deposit. The remaining amount of Rs.50,000/- through a Demand Draft/Pay Order/RTGS. Both Bank Guarantee and Demand Draft/Pay Order should be drawn on a Scheduled Bank (other than co-operative bank) favoring "MMTC LIMITED" over and above EMD submitted of Rs. 50,000/- (Rupee Fifty Thousand) at the time of empanelment. Bank Guarantee should be strictly in accordance with the specimen annexed to tender documents. No adjustments of any nature in these deposits will be acceptable.
5. **For any query or information please feel free to contact Sh. Dhiren K. Charania, Manager (NFM) contact number 022-61214621.**
6. Unsuccessful applicant will not be informed of the result of their bids, but EMD shall be refunded within a period of 14 working days of finalization of tender.
7. MMTC Limited reserves the right to accept or reject all tenders in part or in whole at its own discretion without assigning any reasons to the applicant(s).

For MMTC LIMITED

(Authorised Signatory)
Name & Designation

**ANNEXURE
(TO BE SUBMITTED IN DUPLICATE)**

Sr.No.	Particulars	Details of Tenderers
1	(a)Name & address of the Transporter (b)Transporter constitution(i.e whether a Company,Partnership Firm, Proprietary concern, Individual etc) (c)Name of the Partner/Directors , address, telephone & fax number (d)Name of the contact person,address, telephone and fax no	_____
2	Date of Establishment	
3	License No. and its validity regarding for doing the business of transportation (certified copy of proof to be enclosed) issued by authorized agency	
4	Name of Bankers and their certificates on financial conditions of the applicant.	a _____ b _____ c _____
5	Whether Transporter is in the approved list of banks/panel of banks and Indian Bank Association ? If “YES”, Name of Banks.	a _____ b _____ c _____
6	Whether the Transporter is agreeable to enter into agreement for a period of one year.	
7	Income Tax Permanent Account Number(certified photocopy as proof to be enclosed) of proprietor/partners/Company	
8	Past three year Income Tax return of the of proprietor/partners/Company	
9	Sales Tax (VAT/TIN No, CST Regn. No.)	
10	Details of EMD(DD/PO no, date,amount,Name of the Bank)	
11	Performance Certificate from recognised Govt/Semi Govt/PSU etc, Past experience and proficiency/Name of employers	

We hereby confirm that we have carefully gone through the terms and conditions of the tender document and agree to abide by the same (Sign,Name,Designation,place,date)

FOR & ON BEHALF OF THE TENDERER

(AUTHORISED SIGNATORY)
NAME & DESIGNATION

SEAL OF THE TENDERER

All the above said documents are enclosed herewith this application for reference.

PERFORMA OF BANK GUARANTEE

THIS DEED OF GUARATEE MADE THIS ON_ _____DAY OF MONTH YEAR at Mumbai between NAME OF ISSUING BANK (hereinafter referred to as the “Bank” of the One Part) and MMTC Limited, a Company registered under the Indian Companies act and having its Registered office a Core 1, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110 003 and Regional Office at MMTC House, Plot No. C-22, Block E, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 (hereinafter referred to as the “Corporation” of the Other Part).

2. Whereas the Corporation had entered into as Agreement with NAME OF THE REGISTERED TRANSPORTER(hereinafter referred to as the “Transporter”) for transporting by Road the Corporation’s consignment of metals from Mumbai/Tarapujr/Nhava Sheva/Daman. We, NAME OF ISSUING BANK are holding in trust and favour of the Corporation an amoumnt of Rs.3,00,000/- (Rupees Three Lakhs only).
3. THIS DEED withasseth that in pursuance of the above, the aforesaid Bank hereby irrevocable and unconditionally guarantee to pay any sum upto Rs.3,00,000/- (Rupees Three Lakhs only) to the aforesaid Corporation its first written demand without demur and without reference to the Transporter if the transporter fails to perform all or any of their obligations under the said Contract. The decision of the Corporation dely communicated in writing to the Bank that the Transporter has failed to perform his obligations under the Contract shall not be questioned and shall be final and conclusive (irrespective of the stand that may be taken by or on behalf of the transporter).
4. It is fully understood that thnis Guarantee is effective for a period of TWO years i.e. till VALIDITY DATE from the date of the said contract and shall continue to be enforceable till six months after the said date and that we NAME OF ISSUING BANK undertake not to revoke this Guarantee during its currency without the consent in writing of the Corporation.
5. We, NAME OF THE ISSUING BANK further agree that the Corpoation shall have the fullest liberty without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contraact or the extend time of performance by the Corporation from time to time or the postpone for any time or from time to time any of thepowers exercisable by the Corporation against the said Transporter and/or forbear to enforce any of the terms and contitions relating to the Contract and we NAME OF THE ISSUING BANK shall not be released from our liability under this guarantee by reason or any such variation or extension being granted to the said transporter or for any forbearance and/or commission on the part of the Corporation or any indulgence by the Corporation to the said transporter or by any matter of th whatsoever which under the law relation to sureties would but for this provision have the effect of the so releasing from our liabvility under this performance guarantee.
6. We, NAME OF ISSUING BANK further agree that the guarantee herein contained shall not be effected by change in the constitution of the said Transporter/Bank/Corporation.

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7. Notwithstanding anything herein contained our liability under the guarangee shall :
 - a) not exceed Rs.3,00,000/- (Rupees Three Lakhs only)
 - b) the Bank Guarantee shall be valid upto 31.03.2015
 - c) We are liable to pay the guaranteed amount or any part tereof under this Bank Guarantee only

and only if you serve upon us a written claim or demand on or before 30.09.2015.

In WITNESS THEREOF the Bank has executed this document on this Day of2014

FORMAT OF AGREEMENT

This Agreement made this _____ 2014 between MMTC LIMITED, a Company incorporated under Indian Companies Act, 1956 having its Regional Office Interalia at MMTC House, C-22, E Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051 and Registered Office at Core 1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003, India (hereinafter referred as the Corporation) of the ONE PART and M/s. _____ (Name of Transporter) carrying its business at _____ (Address of Transporter) and represented by its Partner (hereinafter referred to as the Transporter) of the OTHER PART. Whereas the Corporation has appointed _____ (Name & Address of Transporter) as their transport agent for transporting by Road its consignment of Non Ferrous Metals/ IRM/ Minor Metals from Mumbai/Bhiwandi (Dist. Thane) to various placed in India and from JNPT/MPT to various godown locations in Mumbai/Thane or any other place in India.

NOW THIS DEED WITNESSETH AS FOLLOWS :-

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

- a) To transport the materials to the godown of the Corporation at the rates negotiable
- b) To lift and transport the aforesaid consignment from Mumbai Ports, Docks, Corporation's Godown at Mumbai and Bhiwandi to the Corporation's godown at various placed outside the State of Maharashtra within such time as declared by the Corporation. In case the transporter fails to commence lifting the material within such declared time in the written instruction, i.e. Delivery Order, penalty as follows will be charged :-
 1. Rs.500 for LCV per day
 2. Rs.700 for a truck per day
 3. Rs.1000 for Taurus per day
 4. Rs.1250 for a 40 feet truck per day

Towards detention charges if any payable to steamer agents or the Port Authorities at actual shall be charged on the unlifted quantity and debited to transporters account till the material is transported by transporter or alternative arrangements are made by the Corporation to transport the same.

:The above right shall be in addition to the liability of the transporter to the Corporation as provided in Clause 9 hereinafter”.

- c) To maintain close liaison with the Corporation's Offices/Godowns, Handling Agents and such other authorities as may be required to be contacted for the efficient and expeditious transportation of the materials.
- d) To ensure timely supply of adequate numbers of trucks required by the Corporation for transport of the materials from time to time.

- e) To handle and transport all the consignment entrusted to him and to remain fully responsible/answerable to the Corporation for the said stocks and for rendering proper correct account of the consignment entrusted to him from time to time.
- f) To observe and comply with all necessary formalities, rules and regulations with Customs, Municipal Authorities including Octroi Authorities and Mumbai Port Trust, Sales-Tax authorities in respect of interstate movement for ensuring proper transportation of the goods. The transporter shall be responsible for all damages/losses arising out of any infringement or contravention of the said rules/regulations.
- g) To place the trucks as per instructions given by the Corporation's Officers/In-Charge godown or Handling Agents.
- h) To ascertain before arranging for trucks/trailers the probable quantity for dispatch for which appointment should be sought in advance from the Godown-in-charge, Handling Agent and thereafter arrange adequate number of trucks/trailers/lorries.
- i) To stack the material into the trucks and arrange the same in countable manner for which no extra amount will be paid by the Corporation.
- j) To give sufficient advance notice to the concerned godowns for loading and unloading the material beyond office hours and on holidays.
- k) To appoint qualified and experienced persons possessing necessary permit licence for supervising and co-ordinating the operations involved in the transportation of the goods.
- l) To carry the material at their own risk and responsibility and shall indemnify the Corporation against all claims arising from death or injury to any person or property caused by any of their motor vehicles or trailers or mechanical applications or any damage or loss to the material entrusted to them by the Corporation.
- m) To arrange for survey of damaged packages whenever necessary and for transporting clear and undamaged packages in accordance with the instructions issued by the Corporation.
- n) To issue clear MTR. The MTR should indicate full details of the materials such as descriptions of the material, quantity, number of pieces, weight both net and gross and Registration No. of the Lorry in which the material is loaded, etc.
- o) To comply with all the statutory provisions of the labour legislation enacted by the Central or State Government or any authority thereunder including the contract labour (Regulation and Abolition) Act, 1970, Workman's Compensation Act any such Acts or Schemes framed thereunder regarding engagement of the labour for handling of the goods.

2) After taking delivery of the consignment at Mumbai, the same should be taken directly to the destination stations without any delay and the consignment should not be unloaded or transshipped enroute or taken to any other Godowns/destinations whatsoever. Maximum care should be taken to transport the goods safely, the transporter shall within 5 days of the loading of the consignment for the transporter keep Corporation's Mumbai Office at MMTC House, Plot C-22, E-Block, Bandra Kurla Complex, Bandra (East), Mumbai-400 051, informed about the full deliveries of the material at the destination station in good and should condition.

3) The consignment will be weighed at Mumbai on Lorry weigh bridge nominated by the Corporation or at the Corporation's Godown on average Bill of Lading weight basis. The Gross weight of the material thus determined will form the basis for

claiming the freight. It will be open to the Corporation to adopt the gross weight as marked on the packages, in which case the weighing of the consignment on the lorry weigh bridge or at Godown will not be done. The weighing charges, if any, will be to the transporter's account.

4) Any excess quantity accepted by the transporter over and above carrying capacity of the trucks, will be at the risk and responsibility of the Transporter.

5) The transit time should not exceed the period calculated at the rate of one day for every 300 Kms distance, excluding the day of loading and the day of unloading. For delay, penalty will be 1% of the charges freight charges for each days of delay for the first 7-days and 2% of the freight charges for each day of delay beyond 7-days.

6) No transshipment will be allowed. However, in case of major breakdown or accident, the transporters shall immediately inform both the originating and destination offices of the Corporation and satisfy its office at Mumbai about the unavoidable necessity to effect the transshipment. Even in such cases the penalty as indicated in clause 5 above, will be applicable.

7) i) The transporter will be fully responsible for any loss/damage/theft/pilferage to the consignment during transit as also loss/damage, if any, cause to the workman/building/property, etc. both at loading/unloading points. The Corporation reserves its right to make goods at all theft/pilferage or consignment and/or workman/building/property/person not withstanding any provision to this effect in the MTRS from the transporters and its Directors.

ii) In case of non-delivery of the whole or part of the quantity within 10-days in receiving the material from the Corporation's Godown/Docks, the transporter shall be liable to pay Corporation 110% of the sale value of the material not delivered to the Corporation as on the date of loading.

iii) In case of theft/loss of the consignment en-route, the Transporter should lodge a police complaint and furnish a copy of the complaint to the Corporation.

iv) MTRs will be issued by the transporter at carriers risk.

8. There is no guarantee as to the quantity to be moved to the destination(s) and this will depend on actual requirement from time to time as also the urgency of such movement by road. The transporter shall have to undertake the movement whenever required by the Corporation.
9. The transporter will not avoid or refuse to transport any material entrusted to him and in case of his refusal the same will be transported through other means of transportations at the risk and cost of the Transporter and the difference, if any, in freight and other expenses incurred or paid by the Corporation to such other transporter and/or losses suffered or sustained by the Corporation by reason of unsatisfactory performance of the contract will be recovered from the Transporter from the pending bill of the transporter or from the Bank Guarantee furnished by them as provided hereinafter without prejudice to the Corporation's right to recover the said expenses or damage under the law.
10. The Octroi Duty, if any, will be initially paid by the Transporters and will be reimbursed to them at actual on production of receipts. All payments including freight will be made at destination within 10-days on the production of clean documents complete in all respect in proof of the delivery of the material.
11. Detention charges as mentioned in Clause 1 (b) shall be admissible at destination godowns on the recommendation/certificate of destination godown in charge except in cases beyond MMTC's control or arising out of the fault of the transporter. Detention charges shall only become liable provided the lorries arrived before 2.00 PM on any working day and if not unloaded due to MMTC. Detention charges at loading station shall only arise if lorries are placed for loading before 2.00 PM and on certification from Godown Incharge/MMTC's Officers.
12. Any loss or damage to the official's workman/building/property/person etc. both at the loading and unloading points will be compensated by the Transporters directly.
13. The Transporter shall be responsible for any damage to the rolling stocks/property/equipment of the Port Trust or of the Corporation or Corporation's Staff.
14. The Corporation reserves the right to appoint more than one Transporter for each destination to transport the material and in that event, discretion to allot material for transportation will be according to the exigencies of the trade and performance of the transporter.
15. The Corporation reserves right to cancel the Agreement for any breach of these provisions without prejudice to the right to recover adequate compensation for the loss sustained by it, by giving the transporter one month's notice.
16. If at any time during the pendency of the Agreement the Transporter is liable to perform his obligation by reason of general strike, riots, fire, flood, war, hostilities, blockade or act of God, the Transporter shall not be liable for non performance or non-fulfillment of the Agreement.
17. The Transporter shall within 7-days from the date hereof furnish a security deposit

of Rs. 4.00 Lakhs for proper performance of the terms and conditions of the contract and for making good the loss/damage or shortage the Corporation may suffer or sustain during the transport and or for non-performance or unsatisfactory performance of the Contract. The Security Deposit to be arranged in the form of B/G as per proforma prescribed by the Corporation. Besides a non-interest bearing cash deposit of Rs.1 Lakh is to be paid by the transporter along with security deposit by demand draft or pay order.

18. In case the work of the transporter is not found to be satisfactory and the Corporation incurs any expenses to make good any shortcomings on the part of the transporter, all such charges and expenses incurred by the Corporation will be recovered from the Transporter either from the Bank Guarantee/DD/Pay Order deposited by them or from their Bills without prejudice to the Corporation's right to recover the same by other lawful means.

19. Arbitration Clause : Any dispute on diffidence whatsoever arising between the parties out of or relating to the constitution meaning scope, operation or effect of this contract on validity on the breach thereof shall be settled by Arbitration by a sold Arbitration in accordance with the provisions of Arbitration of Conciliation Act, 1996 & the award made in pursuance thereof shall be binding on both parties. The venue of Arbitration shall be Mumbai. This Agreement shall continue to be operative during the currency of the Arbitration proceedings unless otherwise directed in writing by the Corporation or unless the matter is such that the Contract cannot be operated till the decision of Arbitrator is received.

20. This Agreement shall be deemed to have come into force and from April 2014 and shall be valid up to March 2015 and the same may be extended for further period of one year by mutual consent.

INWITNESS HEREOF THE PARTIES HERETO HAVE HEREINTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL ON THE DAY AND YEAR HEREIN ABOVE.

Signed and Sealed and Delivered by)
within named Corporation (MMTC)
LIMITED) C-22, E-Block, Bandra-Kurla)
Complex, Bandra (East),)
Mumbai-400 051 in the presence of -)
_____)
_____)

Signed and Sealed and Delivered by)
the withinnamed Transporter (_____))
_____)
Represented by _____)
In the presence of _____)
_____)