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CIN:L51909DL1963GOI004033

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**NIT NO: MMTC/BBSR/STV-CHA/2018-19**

**DATED: 13/03/2019**

**NOTICE INVITING TENDER FOR STEVEDORING, SHORE CLEARANCE, TRANSPORTATION (CONTAINER FROM VIZAG PORT TO ICD-KALINGANAGAR), CUSTOM CHA SERVICES/OCEAN CONTAINER FREIGHT SERVICES OF IMPORTED CALCINED LIME OF MMTC LIMITED.**

MMTC invites open two- bid tender from interested Indian service provider against Tender for stevedoring, shore clearance, transportation, stacking, wagon/trailer loading, Custom CHA services/Ocean Container Freight services of Imported Calcined Lime of MMTC Limited at Visakhapatnam Port (including movement to ICD, Kalinganagar for Customs Clearance) for one year (April 2019- March 2020). The last date of submission of tender is **1100 hrs on 02<sup>nd</sup> April, 2019.**

The complete details of the tender are available at MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com), Govt. website <https://eprocure.gov.in> and C1 website <https://mmtc.eproc.in>

Corrigendum issued, if any, shall be hoisted on websites only as mentioned above.

**NIT NO: MMTC/BBSR/STV-CHA/2018-19**

**DATED: 13/03/2019**

**Tender No. MMTC/BBSR/STV-CHA/2018-19 DATED: 13/03/2019**

**Sub: NOTICE INVITING TENDER FOR STEVEDORING, SHORE CLEARANCE, TRANSPORTATION, STACKING, WAGON/TRAILER LOADING, CUSTOM CHA SERVICES/OCEAN CONTAINER FREIGHT SERVICES OF IMPORTED CALCINED LIME OF MMTC LIMITED AT VISHAKHAPATNAM PORT(INCLUDING MOVEMENT TO ICD, KALINGANAGAR & CUSTOM CLEARANCE)**

MMTC Limited, A Government of India Enterprises, Regional Office at Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar -751007, Odisha ( here in after called the Principal/Owner) invites sealed two-bid open Tender for stevedoring, shore clearance, transportation, stacking, wagon/trailer loading, custom services/ocean container freight services of imported Calcined Lime of MMTC limited at Vishakhapatnam port transportation of loaded Container to ICD, Kalinganagar, return of empty to Vizag& Custom Clearance at ICD, Kalinganagar) for supply mainly to its joint venture plant Neelachal Ispat Nigam Limited (NINL), an Integrated Steel Plant at Kalinga Nagar Industrial Complex, Duburi-755026 , Jajpur ,Odisha or any other Customer on the terms and conditions as per the Annexures.

- 1) OBJECTIVE:** - Stevedoring, shore clearance, transportation, stacking, lorry/wagon/trailer loading, custom services/ocean container freight services of imported Calcined Lime of MMTC limited at place of Import, Vishakhapatnam port for one year from the date of appointment with the provision of further extension up to one year at the sole discretion of MMTC at the same terms and conditions. However, MMTC does not guarantee any particular quantity to be handled during the period of contract.
- 2) PERIOD OF CONTRACT:** The contract for the work to be assigned against this tender would be for a period of one year from the date of commencement mentioned in the Letter of Acceptance (LOA) and extended upto one more year at MMTC's option/discretion at the same rates, terms & conditions.

The Contract can be terminated by the MMTC by giving 30 (Thirty) days advance notice in writing to the Contractor during its currency without assigning any reason whatsoever and without there being any liability on MMTC whatsoever on such termination.

If for any reason either due to contractual obligations with the Suppliers or Government's decision or for any other reason if the import of Calcined Lime etc. is stopped at any time, during the validity of the Contract, MMTC shall have the right to terminate the Contract without accepting any liability whatsoever by giving 30 (Thirty) days notice in writing.

**3) ELIGIBILITY CRITERIA:**

Prospective Tenderers fulfilling the following criteria can participate in the Tender:

- i.** Financial Standing: The Tenderer should be of sound financial standing and should provide a Solvency Certificate of Rs. 1 (One) Crore from any Scheduled Commercial Bank except Grameen / Co-operative Banks issued on or after 01.04.2018.
- ii.** The Tenderer shall have valid stevedoring license from Vishakhapatnam Port & Vizag Container Terminal on the date of opening of tender. Copy of the same (notarised) shall be submitted along with tender. In case the Tenderer has applied for renewal of license, a copy of application letter and a letter from Port & Terminal confirming that they have applied for renewal of stevedoring license and the same will be issued in due course, shall be submitted along with the tender.
- iii.** The Bidder/Tenderer should have a valid Customs House Agent (CHA) License from Customs House, Vishakhapatnam/ Vizag Container Terminal and ICD Kalinganagar, Odisha jurisdiction as per the Customs Act, Government of India. The notarized copies of same are to be provided at the time of tender submission.
- iv.** The Tenderer's establishment shall be registered with Regional P.F. Commissioner and same shall be valid at the time of tender submission. Documentary proof of such registration with PF authority is required to be submitted along with the tender document.
- v.** Experience: The tenderer must have stevedoring/handling experience of minimum 1.00 Lakh metric tons of any Containerized cargo in any Major Indian Port (Constituted as per Major Port Trust Act) during any two (2) financial years, out of last five (5) completed financial years. The tenderer must submit original proof of experience issued by respective port authority/concerned port/container terminal department along with tender documents.
- vi.** In order to carry out the jobs under the contract with the help of equipments, the maximum number of contract labour and the necessary licence as per the Contract Labour (Regulation & Abolition) Act,.
- vii.** Tenderer shall have valid licence on the date of opening of tender from Vishakhapatnam Port/Container Terminal Labourers to engage labours on board the ship and on shore for this job. The notarised copy of the same is to be submitted along with the tender.
- viii.** The Port/Terminal norms for rate of discharge, rate of loading onto wagons/trailers & other norms are to be strictly adhered to by the Tenderer so that no financial/other liability(ies) come to MMTC at any time.
- ix.** The Tenderer may on their own, by prior appointment, see the operations and Port facilities for handling imported Calcined Lime (Container) at Vishakhapatnam Port which include:
  - a. The Storage yard/ designated yard at Port area/Container Terminal at Vishakhapatnam
  - b. Method of shifting and stacking of cargo and the location of discharge area.
  - c. Siding facility for loading of Railway Rake's wagons/Container loading on Trailers.
  - d. Operational practices followed by Vishakhapatnam Port, Vishakhapatnam Port Cargo Handling Labourers & Container Terminal at Vizag.
  - e. The Shore Handling Facilities available at Vishakhapatnam Port/Terminal to make themselves acquainted with the operations, site conditions and lorry/railway siding facility etc. The tenderer must understand the financial implications of all the operational requirements before quoting against the tender. No claim shall be

entertained subsequently on any account once the tender has been submitted & finalized.

- x. The contract made by this tender may also be used for handling of any imported cargo in Containers with existing terms and condition of this tender.
- xi. Offers of the Tenderers not fulfilling the above Eligibility Criteria are liable for rejection.

#### **4) SCOPE OF WORK:**

1. The scope of work under the contract shall include collection of information from Owner/Principals regarding arrival of vessels, wagon/rake loads/lorries/trailer load, liaisoning with Port Railways/ Transporter for placement of wagon/rake loads/lorries, taking delivery and unloading of consignment from the Container with the help of suitable cranes, and stuffing into Wagons/lorries/trailers as per advices of Principal/Owner.
2. The Contractor/S&H Agent/CHA shall also be fully responsible for maintaining liaison with Owners/Principal's office at Bhubaneswar and Jajpur, Duburi and Port Railways/Transporter to obtain the latest information about the arrival of vessels & wagon/rake loads/lorries/trailers and for their placement in siding and clearance within free-time.
3. Providing sufficient number of empty space at Custom bonded warehouse/Container Station space per Voyage to meet Principal Company's shipment requirement from Vishakhapatnam Port.
4. Giving advance intimation regarding space/warehouse allotted to Principal Company, ETA/ETD of your container vessel at Vishakhapatnam Port.
5. Giving full details of itinerary of lorry/rake movements and ETA of the lorry/rake at ICD Kalinganagar, in writing to the Owner at the time of offering the containers/Space and immediately after transportation.
6. Giving full details of itinerary of container vessel, connecting details at intermediate ports as the case may be and ETA of the container vessel at Vishakhapatnam port and its proposed movement to ICD Kalinganagar, in writing to the Owner at the time of offering the containers/Space and immediately after shipment.
7. Placement of empty lorry/rake/trailer near the Container Station/CBW(Custom Bonded Warehouse) inside Vishakhapatnam Port for loading, in your arrangement and at your cost. The lorry/rake/trailer allotted by you should be in good, dry, travelworthy condition and should be free from any damages.
8. Intimating Owners/Principals for any weight restrictions and advise Owners for stuffing of containers accordingly.

9. Soon after completion of logistics formalities, the lorry/rake/trailers should be sealed by you with your own seals (if required) at Vishakhapatnam.
10. Arrangement should also be made by you for lift on & transport the lorry/rake/trailers from the Container Terminal/CBW to ICD Kalinganagar, Odisha
11. To handle the Containerized cargo with maximum care and with all safety precautions to avoid damage to the Cargo.
12. To deliver the cargo correctly to the right consignee at the destination as per the Bill of Lading in the same condition as stuffed at the load port.
13. To allow our buyers a minimum of 14 (Fourteen) days lorry/rake detention free time at all ICD Kalinganagar, Odisha
14. To ensure that your trailers call Vishakhapatnam Port/Container Terminal as per the given schedule.
15. The Contractor shall file appropriate and necessary documents with customs authorities and obtain customs clearance for import of material as well as works related to Duty Draw Back. Documents duly signed by the Employer would be handed over to contractor in this connection. The Contractor shall file the necessary applications with customs authorities and obtain necessary clearances at Vishakhapatnam & at ICD Kalinganagar.
16. It is the responsibility of the Contractor for execution and follow up of all necessary endorsement/proof of Import admitted within the statutory period by Excise/Customs.
17. The Contractor shall keep close liaison with the Steamer Companies/Agents and obtain particulars regarding the arrival of nominated vessels, berthing and loading position, and report to the Employer/Owner, the day to day progress after the vessels arrival. The Contractor shall co-ordinate with the Vessel's agent and the port authorities for berthing of the vessel for doing needful ensuring smooth imports.
18. The Contractor shall be required to perform all duties, which are bound to under the Customs Act, Port Rules, Statutory norms and procedures as amended from time to time.
19. To the extent needed, Owners/Principals will arrange for payment of all customs charges on the cargo handled by the Contractor . For this purpose, if needed Owners may have a current deposit account with the Customs Authorities and in such a case Tenderer/Bidder shall collect the regular current accounts statements from Customs House and forward them to Owners regularly.
20. The Contractor shall lodge, within the time limits prescribed, all formal notices of claims with customs, Port Trust, Steamer Agent and other concerned authorities in all cases of

excess payments, refunds, damages, loss of cargo, etc., as the case may be. The Contractor shall take regular follow up action thereafter till the claims are finally settled.

**5) INSTRUCTIONS TO TENDERERS:**

<b>The final date of submission of tender is</b>	<b>1100 hrs on 02nd April, 2019</b>
<b>The opening of Commercial bid tender is on or after</b>	<b>1115 hrs on 02nd April, 2019</b>
<b>The opening of Price Bid tender is on or after</b>	<b>1100 hrs on 03rd April, 2019</b>

**6) SUBMISSION OF THE TENDERS:**

Tenderers satisfying the above Eligibility Criteria may submit their offers in accordance with the terms and conditions contained in the tender documents. In the normal course, counter conditions are not acceptable. Offers with non-acceptance of the tender terms and/or offering counter conditions are liable for rejection..

Tenders shall be submitted in sealed covers in Two parts

**PART- A** :Commercial Bid/Technical Bid

**PART- B** : Price Bid in separate envelopes) as follows:

**Commercial Bid (PART- A)** should contain:

1. The Tender in original tender documents duly signed by the Tenderer on all the pages of the Tender and also affixing the rubber stamp as a token of Tenderer"s acceptance for the conditions of the tender.
2. The tenderer shall submit earnest money of 10 lakhs (Rupees Ten Lakhs only), by Demand Draft drawn on any scheduled bank (except Grameen / Co-operative Banks, Catholic Syrian Bank and United Western Bank Ltd.) payable at Bhubaneswar, favouring MMTC Limited, or by E-Payment to Account No. 10229909115, STATE BANK OF INDIA, Commercial Branch, IDCOL House, Ashok Nagar, Bhubaneswar, India, 751009, ISFC: SBIN0006657. In case of E-payment a signed copy of online statement showing the payment of EMD amount shall be enclosed in place of Demand draft. The Tender shall be rejected in case of no such earnest money is submitted. Small Scale Units/Ancillary Units and Public Sector Units/ Government Undertakings and Co-operative Societies etc. may be exempted from submission of EMD as per Govt. Policy. However, for getting exemption from submission of EMD, the SSI Units are required to submit a notarized copy of the 'Registration Certificate' indicating clearly the item for which they are registered and the validity of the same. This will be made applicable for all other units seeking exemption from submission of EMD. Refund of EMD without any Interest to unsuccessful Tenderer/Contractor will be arranged after 30 days of finalization of contract.

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Earnest money shall not carry any interest. Upon award of work the EMD of successful bidder will be converted into a security deposit. The security deposit will be refunded to the contractor on expiry and/or termination of the contract subject to production of a "no claim certificate" from Railways/Port/Container Terminal to the effect that no amount/claims is outstanding or survives against the contractor. No interest shall be payable on the security deposit.

3. Documentary Evidence with respect to the eligibility criteria as mentioned at Clause 3.0 above.
  - a. Original Stevedoring/Handling of Containerized Cargo Experience Certificate issued by Vishakhapatnam Port Trust/Container Terminal/ICD Kalinganagar, Odisha.
  - b. Documents regarding Constitution of the firm, duly notarised
  - c. Copy of PAN card of the tenderer allotted by Income Tax Authority, duly notarised.
  - d. Power of Attorney/Authorization in favour of the persons signing the tender wherever required.
  - e. The tender documents, i.e. Notice Inviting Tender, Instructions to Tenderers, Tender Form, Terms and Conditions and Schedule of Operations, with all pages intact (except Schedule of Rates) duly embossed (with official seal) and signed by the tenderer or such person legally authorized to sign on his/their behalf.
  - f. A copy of the valid order/letter from the concerned Regional Provident Fund Commissioner, allotting Provident Fund Code no, in respect of his/their establishment and copy of challans confirming the payment of last P.F., duly notarised
  - g. Copy of stevedoring license, duly notarised.
  - h. Undertaking in letterhead that they are having authority to engage labour (Port as well as from other Agencies, if any) for the job. They should also submit Contract Labour License and an authenticated letter from concerned authority, (or notarized copy) indicating details of number and type of labour to be deployed in each gang for various operations to be executed in this contract as per norms as on date of opening of tender and also corresponding respective elements of (a) wages, (b) piece rate, if any (c) DA and (d) applicable levies and (e) other charges, if any.
  - i. GST registration certificate in Odisha alongwith copies of monthly GST returns of last 3 months, duly notarised.
  - j. Solvency Certificate
  - k. Custom House Agent License.
  - l. Dock Labour Board Certificate
4. 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 also reserves the right to award contract to one or more parties by splitting operations. The duration of contract may be reduced if required, by sole discretion of MMTC Limited.

5. MMTC reserves the right to terminate/suspend the works/work order with one month notice in writing to the contractor (In case of breach of Contractor giving wrong information in Tender or banned by any Govt.Deptt/CPSU/PSU) without assigning any reason thereof. The details of this Tender is available in our website: [www.mmtclimited.com](http://www.mmtclimited.com) or <http://eprocare.gov.in>.

### **Price Bid (PART – B)**

The Schedule of Rates duly filled in and signed by the tenderer or such person legally authorized to sign on his/their behalf with official seal shall be put on the rates shall be quoted as per schedule of rates only. Any deviations/ conditions, if indicated in the tender document, the tender shall be treated as invalid tender. The tenderer(s) are required to quote against all the items of operation indicated in the Schedule of Rates

Note : Nothing should be attached to the Price Bid and no reference of price in Technical Bid

### **7) EVALUATION OF THE OFFERS & NEGOTIATION**

The tenders will be evaluated on the basis of lowest rate obtained in this tender as per schedule of rate. The contract will be awarded to the L-1 (lowest) tenderer.

Acceptance to Tender shall be intimated to the Contractor through a Letter of Acceptance (LOA)/Work Order. The Contractor shall commence the work within the time specified in the LOA/Work Order. In the event of failure on the part of the Contractor to commence the work within the specified time, the amount of Earnest Money Deposit (EMD) shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

### **8) SECURITY DEPOSIT / PERFORMANCE GUARANTEE BOND :**

The Contractor shall establish a Security Deposit / Performance Guarantee (PG) Bond 20 lakhs within 7(seven) days of the issue of the Acceptance to Tender / Work Order, by way of Pay Order (or) Demand Draft payable at Bhubaneswar (or) Bank Guarantee (BG). The BG shall be established (in the prescribed form as per ANNEXURE - I) from a Nationalized / Scheduled Commercial Bank having their Branch in Bhubaneswar and enforceable at Bhubaneswar.

### **9) VALIDITY OF OFFERS :**

The offer shall be kept valid for acceptance for a period of **90 (Ninety) days** from the date of opening of the tender or such other extended period as mutually agreed.

### **10) TAXES AND DUTIES :**

The Contract will be governed by the applicable statutory taxes and duty laws, prevailing during the Contract period. Any variations in the statutory taxes, laws and duties during the tenure of the Contract shall be suitably adjusted/deemed to be applicable.

## **11) AMENDMENT TO TERMS AND CONDITIONS :**

At any time prior to the deadline for submission of the bids, MMTC may, for any reason, modify the tender terms and conditions by way of an amendment.

Such amendments will be notified on MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com) and will be binding on the Tenderers. The intending Tenderers are, therefore, advised to visit MMTC's website at regular intervals.

The applicant shall keep MMTC indemnified and harmless at all times against any losses, claims, liabilities, proceedings, damages etc arising out of indented transactions or in connection with any of the terms and conditions of this Tender and subsequent agreements, if any.

## **12) FORCE MAJEURE**

In case at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under the contract because of war, hostility, military operation of any character, civil commotions, sabotage, quarantine restrictions, acts of God and acts of Government(including but not restricted to prohibition of exports & Imports), fire, floods, explosions, epidemics, strikes, embargoes, blockages, mobilizations, earthquake, cyclone, plant shut down restrictions or any other unforeseen circumstances beyond the reasonable control of the parties concerned then the date of fulfillment of any obligations shall be postponed during the time when such circumstances are operative.

Any waiver / extension of time in respect of the delivery of any instalment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries. If operation of such circumstances exceeds by one month, the affected 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.

The party which is unable to fulfil its obligations under the present contract must within 10 days of occurrence of any of the cause mentioned in the clause shall inform the other party of the existence of the circumstances preventing the performance of the contract. Certificate issued by a Chamber of Commerce of Industry or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of material will not be an excuse to the Seller for not performing their obligations under the contract.

Delivery period for the undelivered quantities which could not be delivered on account of force majeure situations, may be extended at Buyer's option, subject to acceptance of the price by the Seller available through any tender by MMTC during the extended delivery period or the contractual price, whichever is lower.

If no mutual agreement either for extension of time for supply of Calcined Limestone or price is arrived at, the contract may be terminated at the option of the MMTC without any liability.

### **13) ARBITRATION**

1. All Disputes or differences, whatsoever, arising between the parties out of or in relation to the construction, meaning, scope, operation or effect of this Contract or the validity or breach thereof shall be settled amicably. If however, the parties are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties. The sole Arbitrator shall be nominated by the General Manager, MMTC Limited, Bhubaneswar.
2. Work under the Contract shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be continued until the decision of the arbitrators or of the Umpire, as the case may be, is obtained and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Purchaser shall be withheld on arbitration proceeding unless it is the subject matter or one of the subject matter thereof.
3. The venue of Arbitration shall be Bhubaneswar. Only the Courts at Bhubaneswar will have the jurisdiction over any matter/disputes etc. pertaining to and arising out of the Contract.

### **14) FRAUD PREVENTION POLICY:**

1. **Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s):** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(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 <http://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)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTCs employee(s) any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind, whatsoever, during the tender process or during the execution of the Contract.
  - b. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process

c. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) / Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass onto 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)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

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

**2. Disqualification from tender process and exclusion from future contracts :** If the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation of Fraud Prevention Policy of MMTC in any other form such as to put their reliability or credibility, in question, MMTC, other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(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 (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.

#### **15) HOLIDAY- LISTING CLAUSE :**

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

## INTEGRITY PACT

Between

**MMTC** Limited hereinafter, referred to as "MMTC"

And

M/s. .... hereinafter referred to as "The Buyer/Vendor/Bidder"

### Preamble

WHEREAS, MMTC is an international trading company dealing in export/import/sale/purchase of various commodities.

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness/transparency in its relation with its Buyer/Vendor/Bidder. In pursuance, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/Contract between us.

In order to achieve the goals. MMTC may appoint an Independent External Monitor (IEM), who will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

### **Section1 – Commitments of MMTC :**

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles.
  - a) No employee of MMTC, personally or through family members will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
  - b) MMTC Will during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.
  - c) MMTC will exclude from the process all known prejudiced persons.
2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India or if there be substantive suspicion in this regard. MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

### **Section 2 – Commitments of the Buyer(s)/Vendor(s)/Bidder(s) :**

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.

- a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of contract or to any third person any material or non-material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Law of India., further the Buyer(s)/Vendor(s)/Bidder(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans business details including information contained or transmitted electronically.
  - d) The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.
  - e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting has bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 – Disqualification from tender process and exclusion from future contracts :**

If the Buyer(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question. MMTC is entitled to disqualify the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or to terminate the contract, if already signed, for such reason.

- a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question. MMTC is entitled to also exclude the

Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

- b) If the Buyer(s)/Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage cause by him and has installed a suitable corruption prevention system. MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 – Compensation for Damages :**

1. If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Buyer(s)/Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s)/Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

#### **Section 5 – Previous transgression :**

1. The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

**Section 6 – Equal treatment of all Buyer(s)/Vendor(s)/Bidder(s) :**

1. MMTC will enter into agreements with identical conditions as the one with all Buyer(s)/Vendor(s)/Bidder(s) without any exception.
2. MMTC will disqualify from the tender process all Buyer(s)/Vendor(s)/Bidder(s) who do not sign the Pact or violate its provisions.

**Section 7 – Criminal charges against violating Buyer(s)/Vendor(s)/Bidder(s) :**

If MMTC obtains knowledge of conduct of Buyer(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Buyer(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in this regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. Authorities.

**Section 8 – Independent External Monitor(s) :**

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representative of the parties and performs his functions neutrally and independently. He reports to the CMD, MMTC.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, substantiate suspicion of an offence under relevant Anti Corruption Laws of India and the CMD, MMTC, has not, within the reasonable

time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.

8. The word "IEM" would include both singular and plural.

**Section 9 – Pact Duration :**

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

**Section 10 - Other Provisions :**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

.....  
(For & on behalf of  
Buyer/Vendor/bidder)  
(Official Seal)

Place:.....

Date :.....

Witness 1.....

Name :

Address:

Witness 2.....

Name :

Address:

**NIT NO: MMTC/BBSR/STV-CHA/2018-19**

**DATED: 13/03/2019**

**MMTC/BBSR/STV-CHA/2018-19 DATED: 13/03/2019**

**PRICE BID-I**

		<b>TOTAL LOAD UPTO 26MT/CONT</b>	<b>TOTAL LOAD ABOVE 26MT/CONT</b>
	<b>ITEM</b>	<b>RATES PER MT</b>	<b>RATES PER MT</b>
<b>1</b>	<b>Rate in INR per MT (all inclusive) w.r.t 20 ft Container-wise cargo receiving at Visakhapatnam Port/Container Terminal, transportation to ICD, Kalinganagar, Odisha by own Trailers/Lorries with all documentations, unloading at ICD Kalinganagar, CHA works, temporary storage for taking delivery of Containers by end-user. &amp; return empty to Vishakhapatnam Container Yard.</b>	<b>Rs.</b>	
<b>2</b>	<b>GST ( CGST@..... &amp; SGST@.....)</b>	<b>Rs</b>	
<b>3</b>	<b>TOTAL in INR per MT</b>	<b>Rs</b>	

**NB: The above quote is mandatory and shall be taken into consideration for evaluation of bids.**

**Place:  
Date:**

**Signature of bidder  
Name & Designation of the signatory**

**NIT NO: MMTC/BBSR/STV-CHA/2018-19**

**DATED: 13/03/2019**

**MMTC/BBSR/STV-CHA/2018-19 DATED: 13/03/2019**

**PRICE BID-II (OPTIONAL)**

		<b>TOTAL LOAD UPTO 26MT/CONT</b>	<b>TOTAL LOAD ABOVE 26MT/CONT</b>
	<b>ITEM</b>	<b>RATES PER MT</b>	<b>RATES PER MT</b>
<b>1</b>	<b>Freight forwarding charges at Vishakhapatnam Port/Container Terminal, coordination with vessel, receiving containers at Vishakhapatnam jetty, transporting to storage yard/space &amp; loading on to trailers/lorries at Vishakhapatnam with all documentation all inclusive.</b>	<b>Rs.</b>	
<b>2</b>	<b>GST ( CGST@..... &amp; SGST@.....)</b>	<b>Rs</b>	
<b>3</b>	<b>TOTAL in INR per MT</b>	<b>Rs</b>	

**Place:  
Date:**

**Signature of bidder  
Name & Designation of the signatory**

**NIT NO: MMTC/BBSR/STV-CHA/2018-19**

**DATED: 13/03/2019**

**ANNEXURE-I**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On a stamp paper of applicable amount to be executed by a Bhubaneswar Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Nainital Bank or Dhanlaxmi Bank)

The General Manager,  
MMTC Limited, A  
Alok Bharati Complex, 7th Floor,  
Sahid Nagar, Bhubaneswar-751007

---

Sirs,

1) WHEREAS, MMTC Limited, , **MMTC Limited, Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007, Odisha** 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 US Dollars \_\_\_\_\_.

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 US Dollars \_\_\_\_\_ 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 US Dollars \_\_\_\_\_ 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 thereto 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.

**NIT NO: MMTC/BBSR/STV-CHA/2018-19**

**DATED: 13/03/2019**

5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US Dollars\_\_\_\_\_. Our Guarantee shall remain in force up till 30.04.18.

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 30.04.18.

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 US Dollars \_\_\_\_\_ 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 \_\_\_\_\_ 2019

Yours faithfully

For and on behalf of Bank

(Address)

(Banker's Seal)

**NIT NO: MMTC/BBSR/STV-CHA/2018-19**

**DATED: 13/03/2019**