

CIN: L51909DL1963GOI004033

Regional Office : Alok Bharati Complex, 7th floor, Sahid Nagar, Bhubaneswar-751007

Phone No.: 0674-2546848, 2545557, 2541411 Fax No.:0674-2546847

Website: <http://www.mmtclimited.com>, Email: mmtcbbbsr@mmtclimited.com

NIT NO: MMTC/BBSR/STV/PIG IRON/2017-18, DATED: 09.03.2017

DUE DATE: 23.03.2017(by 15.00 Hrs)

NOTICE INVITING TENDER FOR UNLOADING, HANDLING, STEVEDORING AND CHA WORKS FOR EXPORTS OF NON-ALLOY PIG IRON AT PARADIP PORT, ODISHA FOR F/Y. 2017-18.

MMTC Limited, A Government of India Enterprises, Regional Office at Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar -751007, Odisha (herein after called the Principal/Owner) invites Sealed open Tender in **two bid** system for Unloading, Handling, Stevedoring & CHA works for non alloy Pig Iron Exports from Paradip Port, a product of its joint venture plant of Neelachal Ispat Nigam Limited, an Integrated Steel Plant at Kalinga Nagar Industrial Complex, Duburi-755026, Jajpur, Odisha on the terms and conditions as per the Annexure I :

The Indian Bidder(s) are required to submit their sealed tender on or before **23.03.2017 by 15.00 Hrs** in the **Mineral Section, MMTC Limited, Bhubaneswar**. The offer(s) is / are required to be submitted in **two** separate sealed envelopes i.e. one for Technical Bid duly signed in each page containing documents mentioned as herein along with EMD and Second envelope for Price Bid containing only Price per MT (all inclusive) in INR for rates quoted. **The entire information including technical bid and price bid should be type written/down loaded from websites (www.mmtclimited.com or www.eprocure.gov.in).** Any deviation from above in submission of bids, will lead to rejection of the bid straightway. The **technical bid** will be **opened on 23.03.2017 at 16.00 Hrs** and **Price bid of technically qualified bidders** will be opened subsequently. Both the technical bid and price bid will be opened on scheduled time at the office of MMTC Limited, Bhubaneswar. The Authorised Representatives of the bidders is required to carry authority letter from the Competent Authority of the Bidder may witness the process, if desired so.

Eligibility Criteria :

- i) Bidder should have a valid Customs House Agent (CHA) License and valid Stevedoring License, Permit for Labours/Workers engagement issued by Paradip Port Trust (PPT) or a letter from PPT/Customs House, Paradip in case of License being under renewal for consideration in their own name at Paradip Port for handling/loading/unloading/stevedoring and transportation of bulk cargo like Pig iron, Sponge Iron or Steel products like Billets, Ingots, HR & CR Coils etc.
The bidders should have above experiences (bulk handling) of at least One (1) year in PPT or any other Indian Ports in the recent past, for which Port Authority to certify.
- ii) Bidder should have an establishment/infrastructure/equipment of own or tie up at Paradip Port to carry out the said operation.
- iii) The bidder should have valid EPF, ESI, Contract Labour License, Service Tax Registration Number (documentary proof to be enclosed) issued by concerned Authorities.
- iv) The bidder should enclose copy of Permanent Account Number (PAN) issued by the Income Tax authorities in the name of tendering firm.
- v) The bidder must own/hire required equipments/machines, manpower etc for carrying out the works and submit details thereof.

- vi) Bidder should produce solvency certificate for a minimum amount of Rs. 1.20 crores from their authorized bank. Audited Balance Sheets and Profit and Loss statement for last three years to be submitted along with the bid.
- vii) Bidder has to submit the information, declarations & other documents as per this tender including Annexure-I & II appropriately.

The Bid is to be submitted duly enclosed with the following documents:

01. Terms & Conditions at Annexure -I along-with other pages of tender duly signed.
02. Self Certified Copies of valid certificate/License/Permit with reference to clearing, Handling, Forwarding and Stevedoring Operations from PPT, Paradip.
03. Self Certified Copy of valid custom House Agent (CHA) License issued by Custom house, Paradip.
04. Self Certified Copy of Experience Certificate issued by Paradip Port Trust (PPT) Authority or Any Indian Ports for handling of Pig Iron or Steel products like Billets, Ingots, HR & CR Coils, sponge iron for bulk handling operation.
05. Self certified declaration for having the establishment, infrastructure, manpower, equipments/machineries of own or tie up at Paradip Port to carry out the said operation.
06. **EMD: Rs.10 Lakhs (Rupees Ten Lakhs) only in shape of DD drawn on any Nationalized Bank favoring MMTC Limited, Bhubaneswar.**
07. Self Certified copies of valid PAN No, Service Tax Registration No., EPF, ESI No., Contract Labour License.
08. The solvency certificate for a minimum amount of Rs. 1.20 crores from bidder's authorized bank.
09. Self certified copy of Audited balance sheets and Profit & Loss statement for last three (3) years.
10. Price Bid at Annexure-II duly filled & signed.

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

- a. **Technical Bid:** As per details given at Sl. No. 1 to 8 above along with the EMD.
- b. **Price Bid:** In Price Bid format as Annexure- II

The Envelop superscribing **"Techno Commercial Bid: "Part -I, MMTC/BBSR/STV/PIG IRON/2017-18 DATED 09.03.2017 FOR UNLOADING, HANDLING ,STEVEDORING AND CHA WORKS FOR EXPORTS OF NON-ALLOY PIG IRON AT PARADIP PORT, ODISHA FOR F/Y. 2017-18."**

The other Envelop superscribing **"Price Bid: Part -II, MMTC/BBSR/STV/PIG IRON/2017-18 DATED 09.03.2017 FOR UNLOADING, HANDLING ,STEVEDORING AND CHA WORKS FOR EXPORTS OF NON-ALLOY PIG IRON AT PARADIP PORT, ODISHA FOR F/Y. 2017-18. "**

Both the above envelopes containing Techno Commercial Bid and Price Bid in **Part -I & Part-II** shall be put in **another envelop superscribing "Tender No. MMTC/BBSR/STV/PIG IRON/2017-18 DATED 09.03.2017 FOR UNLOADING, HANDLING ,STEVEDORING AND CHA WORKS FOR EXPORTS OF NON-ALLOY PIG IRON AT PARADIP PORT, ODISHA FOR F/Y. 2017-18."**

OBJECTIVE: - MMTC intends to appoint Contractor for unloading, handling, stevedoring & CHA operations at Paradip port, Odisha for obtaining the necessary services for exports of Non-Alloy Pig Iron (IN BULK) for a period of one year from 01.04.2017 to 31.03.2018 with the provision of further extension up to one year at the sole discretion of MMTC.

The last date & time for submission of tender along with above documents & EMD of Rs. 10.0 Lakhs is 15.00 Hrs on 23.03.2017 and opening of the same at 16.00 Hrs on the same day.

No interest shall be paid on the Earnest Money Deposit [EMD]. The EMD shall be refunded to the unsuccessful bidders after finalization of the tender. The prices quoted are valid up to two months from the date of opening of the price Bid by & for acceptance of MMTC.

MMTC reserves the right to accept/reject any or all the tenders submitted in 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 for bulk only. MMTC reserves the right to terminate/suspend the works/work order with one month notice to the Contractor and without assigning any reason thereof. Any disputes arising out of this Tender Notice shall be adjudicated by court of Bhubaneswar, Odisha only. The details of this Tender is available in our website: www.mmtclimited.com or www.eprocure.gov.in.

Additional General Manager

MMTC Limited.,
Bhubaneswar.
DT: 09.03.2017

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ANNEXURE-I

TERMS AND CONDITIONS FOR THIS OPEN TENDER DT.09.03.2017 FOR UNLOADING, HANDLING, STEVEDORING & CHA WORKS FOR EXPORTS OF NON-ALLOY PIG IRON FROM PARADIP PORT, ODISHA FOR F/Y. 2017-18.

1. DEFINITION:

The following terms and expressions, as used hereunder shall have meaning hereunder except where the contract otherwise requires.

- i) “Principal/Owner” shall mean MMTC Limited, having its Registered Office at Scope Complex, Core-1, 7- Institutional Area, Lodi Road, New Delhi, and having its Regional Office at Alok Bharati Complex 7th Floor, Sahid Nagar, Bhubaneswar – 751007, Odisha and shall also include the representatives, their successors and assignees .
- ii) “Contractor” shall means M/s. -----having its office at ----- (whose tender is accepted) and shall include his/her/their heirs, executors, administrators, legal representative, successors and assignees approved by the Principal/Owner.
- iii) NINL shall mean the project i.e. ‘Neelachal Ispat Nigam Limited, Duburi, Jajpur, Odisha’.
- iv) ‘Site’ shall mean the place or places envisaged by the Principal/Owner at which the services are to be performed under the contract.
- v) Cargo/Material/Pig Iron shall mean Non-Alloy Pig Iron

2) SCOPE OF WORK:

The scope envisages the followings (For Bulk Shipment)

- (a) Unloading of cargo from railway wagons within free-time as per Railways/PPT norms/trucks, transportation & stacking the same at the designated MMTC Plot at Paradip Port.
- (b) Loading of cargo from MMTC Plot into dumpers and transportation to the designated/required wharf for vessel loading .
- (c) On board stevedoring, stowing, shoring, securing, sea worthy trim etc of vessels.
- (d) Transportation/Shifting of cargo after unloading from railway rakes/wagons at any other plot/siding to PPT allotted designated plot A/c, MMTC in case of emergency, multipart placement of rakes/wagons by PPT within free-time as applicable.
- (e) Loading of cargo (unfit for export) into dumpers from designated plot, their weighment and transportation to NINL Plant site and unloading.
- (f) In order to ensure safe/secure transportation of cargo from NINL Plant to PPT Area by Railway Rakes, the Contractor may engage required security personnel to accompany the cargo rakes during movement of goods, since NINL plant weighbridge quantity (ARE-I quantity) is taken into account for all statutory purposes and the same is binding to the Contractor. The Contractor shall take care of the cargo so that the same is not contaminated with foreign materials during the handling/stevedoring operations.

- 2.1) Custody of the cargo shall rest with the Contractor as soon as the cargo is loaded in the rakes at NINL plant destined to Paradip for export.
- 2.2) The Contractor shall be responsible for the quantity of the material taken out from the PPT premises/godown till it is loaded into the vessel. Thus the Contractor shall be responsible for the security of the material while it is in transit from down Port area, during its storage in port area and again during transit from port area to the wharf and till it is loaded into the holds of the vessel (s).
- 2.3) Export deliveries in to the Holds of the vessels allow up to 5% of chips and dusts below 25mm size. The above wharf return chips and dusts do not include the same but includes all the sizes of PIG IRON chips and dust shut out from exports and returned from wharf, contents of dirt, moisture and foreign material (wharf returns) in the export deliveries on to the vessel shall not exceed that of dispatches from the PPT plot/godown (carried along PIG IRON dispatches). Survey weight of Independent Inspection Agency (IIA) appointed by the Principal/Owner shall be binding on both the parties.
- 2.4) The Contractor shall keep complete records of tonnage of PIG IRON carried by each trips of the transport vehicle/rakes. The Principal/Owner is entitled to carry out physical stock verification at intervals as deems fit. Actual quantity of PIG IRON including PIG IRON chips and dusts available at Port shall be assessed by weight volume ratio method conducted by Independent Inspection Agency (IIA) appointed by the Principal/Owner or by weighment at Port weighbridge. For weighment purpose, the Contractor shall place the dumpers at Port, transport to Port weighbridge, take weighment at Port weighbridge, re-transport, unload and stack at the designated area at the Port.
- 2.5) Tolerance of 0.15 pct of **cargo handled** (opening stock as on 01.04.2017 plus cargo received from NINL plant weigh bridge/ ARE-1 quantity during operations up to 31.03.2018) is allowed to the Contractor towards shortage. The **shortage** shall be derived as cargo handled minus **cargo despatched** (exported vessels draft survey quantity plus cargo quantity unfit for export if any returned to NINL plant for reprocessing during the operations etc.) minus **closing balance stock** quantity (derived by physical stock verification conducted generally during the end of F/Y by volumetric analysis/weight-volume ratio method, by Independent inspection Agency at PPT plot or weighment at PPT weigh bridge). If the shortage exceeds 0.15 pct, then the Contractor shall be responsible for 110% (one hundred ten percent) cost of the cargo with in 15days (as per the prevailing price) for the quantity beyond 0.15 pct allowed shortage, which shall be recovered by the Principal/Owner from the Contractor. The quantity difference/shortage shall be settled at every stock verification stage and will not have cumulative effect. The Principal/Owner reserves the right to conduct stock verification at PPT plot at any time as deem fit and the above shall be applicable also.
- 2.6) The Contractor shall stack the material in the Port area as directed by the Principal/Owner. The Contractor shall provide necessary lighting and security to the material during storage at Port area.
- 2.7) The Principal/Owner shall arrange the stacking site at the designated place in Port area. The expenditure involved in maintaining the site including site repair is deemed to be included in the rate and no separate payment shall be made to the Contractor for this operation.
- 2.8) The Contractor shall file appropriate and necessary documents with Customs Authorities and obtain customs clearance for export of material as well as works related to statutory post export benefits such as Duty Draw Back, MEIS, Service Tax Refunds etc, to MMTC. Documents duly signed by the Principal/Owner would be handed over to Contractor in this connection. The Contractor shall file the necessary

applications with appropriate statutory authorities and obtain necessary clearances/benefits within the statutory period.

- 2.9)** It is the responsibility of the Contractor for execution and follow up of all necessary endorsement/proof of Exports admitted within the statutory period of Excise/Customs Authorities for short shipment, Duty Draw Back and other purposes.
- 2.10)** 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 Principal/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.
- 2.11)** The Contractor shall be required to perform all duties, which are bound to under the Customs Act, Port Rules and procedures as amended from time to time.
- 2.12)** To the extent needed, the Principal/Owner will arrange for payment of all customs charges on the cargo handled by the Contractor. For this purpose, if needed the Principal/Owner may have a current deposit account with the Customs Authorities and in such a case the Contractor shall collect the regular current accounts statements from Customs House and forward them to Principal/Owner regularly.
- 2.13)** The Contractor shall lodge, with 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.
- 2.14)** The Contractor shall obtain endorsement of EXPORTS by the customs on DEEC (EXPORT) book ARE-1 Form, incorporation of ARE-1 Form on Shipping Bill, within two days from the date of handing over of documents to the Contractor. The Contractor shall obtain amendments of Shipping Bills, if required within 2 working days, wherever necessary.
- 2.15)** The Contractor shall arrange adequate number of transport vehicles, in good running condition, for loading of material from the Port area and transport it to the wharf thus to ensure loading into the vessel at the rate of 10,000MT (or as per MMTC's relevant Sale Contract's term, or PPT instruction whichever is more) PWWDSHINC, 24 HRS(CONSEQUENT) within lay time 5 hatches basis. However the Contractor must adhere to PPT norms in this regard to avoid any complication, from time to time.
- 2.16)** It is the Contractor's responsibility to arrange for adequate labourer to ensure the loading rate.
- 2.17)** The Principal/Owner shall pay an incentive for achievement of higher load rate to the Contractor to the extent or working days saved with respect to the lay time. The rates of incentive shall be half of the rate of dispatch for the respective vessels, The incentive is payable only in case the Principal/Owner earn and receive dispatch from foreign buyer for the working time saved.
In case vessel incurs Demurrages/Detention and Principal/Owner pays the same, the Principal/Owner shall recover the proportionate amount from the Contractor to the extent as derived with respect to the said guaranteed load rate as per clause No. 2.15. The rates of Demurrage shall be as per the Sale Contract with the foreign buyer for the respective vessels. Demurrage, if any, due to pre-berthing delay shall not be on account of Contractor.

- 2.18) After completion of the shipment, the Contractor shall load the remaining materials at wharf into dumpers, transport the material at the designated area at Port, unload and stack the same.
- 2.19) The Contractor shall when directed by the Principal/Owner transport the material after weighing at Principal/Owner's weighbridge directly to the designated area.

3) CARGO HANDLING TERMS (MANDATORY)

- 3.1) Possession of necessary licenses from Dock Labour Board, Paradeep/Paradeep Port Trust and other authorities for the stevedoring / handling of the material.
- 3.2) Arranging necessary gears and labour including D.L.Labour, if any, required for the work at Contractor's cost and expenses.
- 3.3) Ensuring for each vessel a steady, smooth loading to achieve the guaranteed rate as per clause No. 2.15 within the time. For this purpose responsibility of making arrangements for deploying necessary equipment and labour would entirely rest with the Contractor.
- 3.4) The Contractor shall carry out necessary stowing, securing operation to the satisfaction of the Master of the Vessel. Unless recordings are adequately made and got endorsed by Vessel Master by the Contractor, to fully protect the Principal/Owner for such loss of time, pro-rata working time if any lost shall not be considered as affecting the guaranteed load rate.
- 3.5) Contractor shall obtain from the Master of the vessel, a clean certificate that full material has been loaded, stowed, and secured/sea worthy trimmed as directed by the Master of the Vessel to his entire satisfaction.
- 3.6) Any extra cost due to delay in loading or damage caused to the vessel/cargo/equipment in the course of operations shall be borne by the Contractor.
- 3.7) Approximate weight of each PIG shall be between 15- 20 KGS.
- 3.8) The Contractor shall perform the functions of protective agent and shall be responsible for operations including ARE-1 verifications & certification from customs, works related to Duty Draw Back , MEIS, Service Tax Refund etc, obtaining permission from customs for return of pig iron (broken pieces) unfit for export to NINL Plant, preparation of shipping bills, filing of entry inward, preparation of daily reports, obtaining clean Mate's receipt in required number of copies, preparation of statement of facts and getting them signed by the Master of the Vessel/Agent/Principal.
- 3.9) The Contractor will not hypothecate/ pledge or create any lien/charge whatsoever on the cargo received by them on behalf of Principal/Owner.

4) GENERAL SUPERVISION BY THE PRINCIPAL/OWNER AND CO-ORDINATION:

- 4.1) All the work shall be carried out under the general supervision and the satisfaction of the Principal/Owner and co-ordination.
- 4.2) The Contractor shall at all time work in co-ordination with the Principal/Owner and it's authorized representatives. In respect of observance of local rules, administrative matters, co-ordination with other Contractors in similar matters, the Contractor and his personnel shall work under the co-ordination of the Principal/Owner.
- 4.3) The Contractor shall be bound to carry out, perform and observe all the obligations of the Principal/Owner under the various Acts and Rules in force from time to time. The Contractor shall maintain such records as are required under the applicable laws and submit them for scrutiny whenever required to do so to the Principal/Owner or its designated officials.

- 4.4) The Contractor shall produce all records before Principal/Owner to establish that Contractor has paid all dues to labourer employed by him and make all statutory deposits on the employment of labourers. On production, verification and confirmation, the Principal/Owner shall release final payment due to Contractor.
- 4.5) The Contractor shall give the list of labourers employed by him and also appoint a supervisor who shall exercise executive control on the deployment of labourers.
- 4.6) Contractor shall be responsible for payment of wages & gratuity to labourers/workers and deposit of P.F., ESI, etc. due to respective authorities. He shall give details of registration No. proof of payment etc to Principal/Owner on demand.

5) **DEDUCTION FROM CONTRACT SUM:**

The Principal/Owner shall be entitled to recover all/part costs, charges, damages or, demurrages/detentions, if any, to Railway Rakes/Lorries/Vessels along with expenses which the Principal/Owner may have paid for which under the contract the Contractor is liable, by appropriating in part or whole from any sum that may be due or which at any time thereafter may become due to the Contractor under this or any other contract with the Principal/Owner. If this sum is not sufficient to cover the full amount recoverable, the same shall be deducted from the security deposit and the Contractor shall pay to the Principal/Owner on demand the remaining balance due, if any.

6) **TERMINATION & NOTICE**

- 6.1) **TERMINATION:** The Principal/Owner shall have further power to terminate the contract giving one month notice, if the Contractor fails to duly perform and complete the contract, or/and if it appears for valid reasons that the Contractor will fail to fulfill their obligations under the contract for reasons other than those relieving them from their responsibility under any other provisions of this contract. In such event, without prejudice to any claims under this contract of the Principal/Owner, there shall be an equitable settlement of the obligations arising out of this contract.

- 6.2) **SERVICE OF NOTICE ON THE CONTRACTOR:** Any one-month-notice to be given to the Contractor by the Principal under the terms of the contract shall be served by sending the same by registered post or leaving the same at the Contractor's principal place of business (or in the event of the Contractor being Company to its Registered Office and at the Contractor's site office).

- 6.3) **SERVICE OF NOTICE ON THE PRINCIPAL/OWNER:** Any one-month-notice to be given to the Principal/Owner by the Contractor under the terms and contract shall be served by sending the same by Registered post to or leaving the same at the Principal/Owner's last known address for in the event of the Principal/Owner being a company to its registered office and the Principal/Owner's site office if such office exists.

7) **INDEMNITY:**

The Contractor undertakes all responsibility for and shall fully indemnify the Principal/Owner and keep the Principal/Owner fully indemnified and harmless, from all liability claims, costs, expenses, taxes and assessment including penalties, punitive damages, attorney's fees and court costs which are or may be required with respect to any breach of the contract or obligations under the assumed responsibility under the contract, including those imposed under any contract, future liability if any, local or national laws or in respect of all salaries, wages or other compensation of all persons employed by the Contractor of his sub-Contractors or suppliers in

connection with the performance of any work covered by the Contract. The Contractor shall execute and deliver such other additional instruments, and shall comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the contract and fully protect the Principal/Owner.

8) RATES FOR WORKS (ALL INCLUSIVE AS PER SCHEDULE OF RATES)

8.1) The Contractor will be paid @ **Rs. -----/- PMT.**, for unloading from the railway wagons / the trucks, transportation, stacking the same at designated MMTC Plot at Paradip and maintenance of stock including transit security/protecting of cargo from NINL plant to PPT plot and storage security at PPT plot.

8.2) The Contractor will be paid @ **Rs. -----/- PMT** for work under clause 2.8, other related work and loading from MMTC Plot into dumpers & transportation from port area to the designated wharf at Paradip Port.

8.3) The Contractor will be paid @ **Rs. -----/- PMT** for On-board stevedoring, stowing, shoring and securing/sea worth trimmed, returning of balance cargo from wharf to plot after loading of vessel.

8.4) The Contractor will be paid @ **Rs.-----/- PMT** for Loading of pig iron into Dumpers at stack yard area and taking their weighment at Port Weighbridge and loading the same into the Customer's Vehicle.

8.5) The Contractor will be paid @ **Rs.-----/- PMT** for Transportation /Shifting of Pig Iron after unloading from rakes at other plot to allotted plot A/c MMTC in case of emergency/multipart placement of rakes/wagons by PPT.

8.6) The Contractor will be paid @ **Rs.-----/- PMT** for Loading of pig iron (broken pieces, chips & dust, unfit for Export) into dumpers/ trucks from PPT pig iron plot, taking their weight at PPT weigh bridge, transporting the same with proper securing of the material to NINL Plant site and unloading.

9) TAXES:

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

10) INSURANCE

The Principal/Owner shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of Contract. The Contractor shall be responsible of effecting insurance under the Indian Workman's Compensation Act, Third Party liability insurance and any other insurance in accordance with the Indian Laws and regulations at their own cost.

11) CUSTODY, INTIMATION OF SHORTAGE AND DAMAGES ETC.

On receipt of material, the Contractor shall assume & vest custody thereof and remain responsible thereafter until those are handed over to the Principal/Owner. The Contractor, shall whether acting as Principal/Owner's agent or as custodian, is

responsible for communicating to the Principal/Owner any shortages, breakages, or damages etc. as soon as they come to their notice.

12) EXTENSION OF CONTRACT.

This contract is valid from dt.01.04.2017 to dt. 31.03.2018. The Principal/Owner may extend the period of contract with the written mutual consent between the Contractor and the Principal/owner for a specified period maximum for **ONE** year on the same terms and conditions as embodied in the Contract.

13) APPLICABLE LAW.

This contract shall be governed by and construed in accordance with the law of India .Each Party hereby submit to exclusive jurisdiction of court at Bhubaneswar,Odisha.

14) ARBITRATION.

“ Any dispute or difference whatsoever arising between the Parties out of or relating to the Construction, Meaning, Scope, Operation or effect of this contract or the validity or the breach thereof shall be settled by Arbitration by a sole Arbitrator to be nominated by GM, MMTC Ltd., Alok Bharati Complex, (7th floor), Sahid Nagar, Bhubaneswar (Odisha) 751 007.

The Arbitrator, so appointed, shall adjudicate upon all the disputes of differences referred to him by the Parties. The Provision of the Arbitration and Conciliation Act, 1996 as amended from time to time and the Rules framed there under shall deem to apply in arbitration proceedings. The Venue of the Arbitration shall be at Bhubaneswar. Contractor, during the arbitration proceeding and recourse to Arbitration shall continue to work or supply. The Award given by the Arbitrator shall be final and binding on the Parties. The language of the Arbitration proceedings will be English.

15. FORCE MAJEURE.

The Principal/Owner and the Contractor shall not be in any way, liable for non-performance consequences to the extent that such delay or failure is caused by lock out, fire, riots, war or insurrection or restraints imposed by Government, at of legislature or other authorities. The affected party will notify the other party in writing within 10 days after beginning of such cause that would affect its performance. 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.”

16. TERMS OF PAYMENT.

Subject to any deductions, which the Principal/Owner may be entitled to make under the contract, the Contractor shall be entitled to payments generally as follows:

95% payment shall be made to the extent of work completed on Vessel to vessel basis (or as per the works completed based on scheduled of rates of the tender) to the Contractors. 5% payment will be made only after final reconciliation of total quantity handled. The Contractor shall maintain account of the consignment handled, such as particulars of dumpers, unloaded, materials stacked, consignments, loaded into transport vehicles, labour provided etc. The Contractor shall make out appropriate documents in the proforma prescribed by the Principal/Owner within 48 hours of completing the work. All copies of the documents shall be handed over to the authorized representatives of the Principal/Owner. A material reconciliation statement for accounting to the total quantity received, shipped, diverted and balance is to be enclosed along with each lot to assess, shortages, loss or damages etc. & same is to certified by Officials of MMTC Office at Paradip.

17) SECURITY:

The Contractor, shall arrange to deposit an amount of Rs.35.00 lakhs (Rupees Thirty Five lakhs only) towards security deposit in the form of DD drawn on any Nationalized Bank within one week from the date of issue of letter of intent and the DD submitted for an amount of Rs.10.00 lakhs towards EMD will be adjusted towards security deposit.

18) FRAUD PREVENTION POLICY:

18.1. Commitments of the Contractor : Contractor 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.gov.in> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.

18.2. (a). The Contractor shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC’s 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 Contractor 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 Contractor 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 Contractor(s) will not use improperly or allow any employee of MMTC, for purpose 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 Contractor shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

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

(f). Disqualification from tender process and exclusion from future contracts: If the Contractor, 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 Contractor from undertaking any transaction with MMTC and/or declare the Contractor ineligible to be awarded a Contract either indefinitely or for a stated period of time.

(g). Damages: If MMTC has disqualified the Contractor 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 of the amount equivalent Performance Bank Guarantee.

19. Holiday- Listing Claus:

“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 Contractor while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of 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.”

20. Integrity Pact:

Integrity Pact as per **Annexure –III** shall form part of tender as well as agreement and it shall be executed and annexed to the agreement.

We agree to above terms.

This Tender terms/Agreement is signed by representative’s empowered with due and appropriate Authorization. The Courts at Bhubaneswar shall have jurisdiction in the matter.

Place: -----

Date_____

Contractor (M/s. -----)

Signature -----

Name -----

Designation -----

(Company Seal/Stamp)

PRICE BID**THE SCHEDULE OF RATES FOR OPEN TWO-BID TENDER DT.09.03.2017 FOR UNLOADING, HANDLING, STEVEDORING AND CHA WORKS FOR EXPORTS OF NON-ALLOY PIG IRON AT PARADIP PORT, ODISHA FOR F/Y. 2017-18.**

SL. NO.	DESCRIPTION OF ACTIVITIES/WORKS	ALL INCLUSIVE RATES PER MT (IN RS.)
1.	Unloading from the railway wagons / the trucks, transportation, stacking the same at designated MMTC Plot at Paradip and maintenance of stock including transit security/protecting of cargo from NINL plant to PPT plot and storage security at PPT plot.	
2.	Work under clause 2.8, other related work and Loading from MMTC Plot into dumpers & transportation from port area to the designated wharf at Paradip Port.	
3.	On-board stevedoring, stowing, shoring and securing/ sea worthy trimmed, returning of balance cargo from wharf to plot after loading of vessel.	
4.	For Loading of pig iron into Dumpers at stack yard area and taking their weighment at Port Weighbridge and loading the same into the Customer's Vehicle.	
5.	For Transportation /Shifting of Pig Iron after unloading from rakes at other plot to allotted plot A/c MMTC in case of emergency/multipart placement of rakes/wagons by PPT.	
6.	For Loading of pig iron (broken pieces, chips & dust, unfit for Export) into dumpers/ trucks from PPT pig iron plot, taking their weight at PPT weigh bridge, transporting the same with proper securing of the material to NINL Plant site and unloading.	

N.B.: The above prices quoted are valid up to two months from the date of opening of the price Bid by & for acceptance of MMTC.

Place: -----

Contractor (M/s. -----)

Date _____

Signature -----

Name -----

Designation -----

Company Seal/Stamp

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “MMTC”

And

M/s. hereinafter referred to as “The Contractor ”

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 Contractor . 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 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 provide to all Contractor(s) the same information and will not provide to any Contractor any confidential/additional information through which the Contractor could obtain an advantage in relation to the tender 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 tender commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Contractor(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 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 Contractor(s) will not enter with other Contractor(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 Contractor(s) will not commit any criminal offence under the relevant Anti-Corruption Law of India., further the Contractor(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 Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Contractor(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 Contractor(s) will, when presenting his 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 Contractor(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

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

If the Contractor(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 Contractor into question. MMTC is entitled to disqualify the Contractor(s) from the tender process or to terminate the contract, if already signed, for such reason.

- a) If the Contractor(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 Contractor(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 Contractor(s) can prove that he has restored/recouped the damage caused 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 Contractor(s) from the tender 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 Security Deposit whichever is higher.
3. If the Contractor(s) can prove that the exclusion of the Contractor(s) from the tender 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 Contractor(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 Contractor(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 Contractor(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 Contractor(s) 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 Contractor(s) without any exception.
2. MMTC will disqualify from the tender process all Contractor(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 Contractor(s) or of an employee or a representative or an associate of Contractor(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 such as CBI.

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 Contractor(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 Contractor(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 obtain 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 his 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 Regional Office of MMTC, i.e. Bhubaneswar.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor (S) 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 Contractor)
(Official Seal)

Place:.....

Date :.....

Witness
Name :
Address:

Witness
Name:
Address: