

LIMITED TENDER

MMTC/VIZAG/STV/MN ORE/14-15 DATED 02.04.2014

APPOINTMENT OF HANDLING,CLEARING,FORWARDING AND CUSTOMS HOUSE AGENT, STEVEDORING, ETC. AT VIZAG PORT FOR MANGANESE ORE

MMTC Limited, A Government of India Enterprises , Regional Office at Visakhapatnam, MMTC Bhavan, Port Area, Visakhapatnam 530 035, India(here in after called the Principal/Owner) invites Sealed Tender in two bid system for Stevedoring and Handling which includes customs clearance, unloading, loading, transportation, handling etc works for import of Manganese Ore on the terms and conditions as per the Annexure I :

The bidder(s) are required to submit their sealed tender on **17.04.2014 by 15.00 Hrs** in the at MMTC Limited, MMTC Bhavan, Port Area, Visakhapatnam 530 035, India

The offer(s) is / are required to be submitted in two separate sealed envelopes i.e. one for Technical Bid duly signed in each page containing documents mentioned. The **technical bid** will be **opened on 17.04.2014 at 1600 Hrs** and **price bid of technically qualified bidders** will be opened subsequently. The Authorised Representatives of the bidders may witness the process, if desired so.

The tender should be accompanied by an “Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh only) in the form of a Demand Draft, Pay order drawn on any Scheduled Bank (other than cooperative banks) payable at Visakhapatnam in favour of “MMTC LIMITED”. Any tender not accompanying EMD as per above requirement will be summarily rejected.

The successful bidder shall be required to deposit with MMTC Limited within 5 days of the acceptance of the tender a Performance Guarantee, irrevocable Bank Guarantee in the prescribed format provided by MMTC Limited for a period of one year and claim period for 3 months thereafter from any Scheduled Bank excluding Co-operative Banks for Rs.2 (Two) Crores in favour of MMTC Limited for proper performance of Agreement.

The successful Bidder will be required to sign the contract for “HANDLING,CLEARING,FORWARDING AND CUSTOMS HOUSE AGENT, STEVEDORING AGREEMENT FOR IMPORT OF MANGANESE ORE” as per the prescribed format provided by MMTC Limited on Non-Judicial Stamp Paper of Rs. 100/-.

MMTC Limited will be importing Manganese Ore (Break Bulk) at VIZAG Port, ETA end April 2014- early May 2014.

GENERAL TERMS AND CONDITIONS:

Eligibility Criterion

1. Has establishment at VIZAG Port, Andhra Pradesh to carry out the said operation.
2. Has undertaken similar work for large organisations in last 5 years.
3. Experience in handling of Minerals (Iron Ore, Manganese Ore)
4. Shall engage Shore Crane for unloading operation (Rate : 8000 MT/day min)
5. Has stock yard at port premises (Customs barrier) for storing the material of 20,000 MTs -23,000 MTs – if required bonding of the area has to be done.
6. Handled minimum of 50,000 MT's per annum of Manganese Ore for the last 3 years

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

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

First Envelop superscribing

“Techno Commercial Bid: “Part -I, MMTC/VIZAG/STV/MN ORE/14-15 DATED 02.04.2014 FOR UNLOADING, HANDLING & STEVEDORING WORKS FOR MANGANESE ORE IMPORTS. “

Second Envelop superscribing

“Price Bid: Part -II, MMTC/VIZAG/STV/MN ORE/14-15 DATED 02.04.2014 FOR UNLOADING, HANDLING & STEVEDORING WORKS FOR MANGANESE ORE IMPORTS.“

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/VIZAG/STV/MN ORE/14-15 DATED 02.04.2014 FOR UNLOADING, HANDLING & STEVEDORING WORKS FOR MANGANESE ORE IMPORTS.”

The last date & time for submission of two bid tender along with above documents is 1500 Hrs on 17.04.2014 and opening of the same at 1600 Hrs on the same day. The rates quoted by the contractors in the tender will remain valid for 60 (sixty) days from the date of opening the tender. There should not be any indication /mention of prices in the technical bid(part-1) and if the same is found in part -1, the same will be summarily rejected. Hence, the prices quoted must be mentioned in the price bid (part-II) only.

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.

a. Tenure of the Contract: The contract will be valid for the period from April 2014 to June 2014 and may be extended

b. Safety Clause : The following are the clauses:

The CHA shall see that his workmen are strictly following the provisions of the safety equipments while on work. They shall provide the necessary safety equipment to his worker at his own cost. They have to follow safety norms of VIZAG Port Trust .The CHA has total responsibility of safety of their workers.

The CHA shall comply with the company’s present safety rules and regulation as well as with the new regulations issued by the company from time to time. By accepting this work order, they undertake that it fully aware of the safety norms and requirement for the job / services to be executed by it and shall take all necessary steps in that regard. They will put on all prescribed Personal Protective Equipments (such as safety shoes, helmets, hand gloves, safety belts, safety goggles, and all other safety appliances etc as applicable to the job.) while working inside the mine premises and such Personal Protective Equipment (PPEs) must be as per company’s standard.

The CHA shall understand the work, analyze the job safety and prepare the job safety and house keeping plan. They shall monitor the plan regularly and adhere / improve the plan, if required, for safe execution of the contract.

If the CHA not following the above instructions will be fully responsible for all kinds of unsafe acts, conditions, practices and incidents at their own risk and cost. In all such cases, the contractor shall indemnify MMTC against all claims, demands, damages and compensation.

OTHER TERMS AND CONDITIONS:

1. The party will make his own arrangements for the accommodation of his staff and fulfill all the requirements of his staff including safety, provision of safety appliances etc.
2. For the entire statutory requirement related to State Govt and Central Govt, particularly in case of their PF, bonus with no liability on MMTC and all other related issues of his staff has to be taken care of by the contractor.
3. This letter of engagement on contract shall not create any right of employment in the company and the relationship shall be purely contractual.
- 4 The contractor must ensure that vessels will always able to lie safely afloat at the discharge port. Any stevedore damage at the Discharge Port due to negligence or howsoever caused shall be a liability of the stevedore. Any such damages caused by stevedores' action and notified by the master must be attended and repaired by the stevedore before the vessel sails. Notwithstanding, the Buyer remains liable for eventual repair of such damage.

AWARD OF CONTRACT : TO L1 BIDDER (FOR BOTH THE FUNCTIONS TAKEN TOGETHER)

SCOPE OF WORK

A) CHA ACTIVITIES

1. Coordination with the vessel's agent at Port for submission of Import General Manifest (IGM) at VIZAG custom and obtains Import Rotation Number.
2. Check copy of the Bill of Entry is to be submitted in the Manifest Department of Vizag customs with 3 copies each of all the following documents

Original documents:

- (a) Commercial Invoice.
- (b) Packing List.
- (c) Certificates of Quality, Quantity & Origin.
- (d) Contract with L.C. Copy.
- (e) Import License Copy and.
- (f) Bill of Lading.

To get the same verified by the customs and the B/E marks, description, line numbers, etc. and also to obtain the B/E noting number.

- (3) To get the original B/E is stamped by computer department by correct inputs of all details.
- (4) To get the original B/E enrolled and stamped by movement
- (5) To get the Rate of Duty appraised by the assessor of customs and get the same approved by Assistant Collector, who approves the rate of duty and signs on the original B/E.
- (6) To get the verification of the calculation of assessable value by , stamps on original and duplicate and sends the same to final audit and also for verification and final approval .
- (7) To process Pending Document Bond (Bond No.S41) of value on assessable amount is submitted in case original endorsed documents cannot be furnished to customs.
- (8) Customs duty to be organized with DEPB. Import Duty No. is given on clearance of Customs Duty and the same is stamped on the original B/E. (If applicable)
- (9) Test Bond (Bond No.S37) is submitted with respect to the nature and composition of the Import cargo.
- (10) Any other documents / formalities required by the Customs authorities.

PORT DOCUMENTATION

- (1) On the basis of details furnished in IGM and the ETA of vessel, planning meeting is to be attended with Port authority to discuss modalities of berthing and discharge of cargo.
- (2) Before commencement of discharge Wharfage charges and port dues are required to be paid
- (3) Test Memo is submitted to Custom along with cargo sample which is sealed in our presence and sent to customs for analysis. The Test Memo is originally prepared at Customs. The Shed Appraiser issue "Pass-Out" order and stamps on duplicate of B/E.
- (4) Jetty challan is to be filed with Delivery Order and duplicate copy of B/E. Both J/C and B/E stamped by respective department in the dock Office with respect to payment of Wharfage charge.

(5) J/C and duplicate of B/E is then submitted to Shed Supervisor who endorses the same and sends to Import Department in the dock Office. They in turn enter the details in the Import Register prior to effecting delivery of the cargo. This process has to be completed before Indent for Railway rake is endorsed by traffic department.

(6) Any other documents / formalities required by the Port authorities.

B)HANDLING OPERATIONS AND STEVEDORING OPERATIONS AT PORT

(1) Master of the Vessel tenders NOR as per Charter Party terms.

(2) Coordination and liasoning with Port and customs authority for timely berthing of the vessel.

(3) Arrangement with DLB/Cargo pool for booking of gangs for faster discharge.

(4) Coordination with Chief Officer of the vessel for allocation of crane/hook for speedy & safe discharge.

(5) Coordination with Chief Officer, Surveyor, Port Authority for Draft Survey before and completion of discharge.

(6) Arrangement of faster and safe discharge depending upon the stowage offered by the Chief Officer of the vessel. **Discharge rate : to be achieved should be 8000 MT/Day. Stevedore has to arrange for Shore cranes for the purpose if necessary.**

(7) Arrangement of Intra-port transportation, to the allocated Plot / and or Transportation from Wharf to CWC Yard.

8) Storage of the cargo, if required high stacking with proper safety precautions. Stacking in lots as per BL Quantities mentioned.

(9) Loading of cargo for onward dispatch to Respective customers. Based on the program given by Manager, MMTC, Visakhapatnam

(10) After completion of discharge SOF prepared by agent is signed by the Master of Vessel, MMTC LTD representative and the Agent. Copy of SOF sent to MMTC LTD, Visakhapatnam

OTHER OPERATIONS AT PORT :

1) The Contractor shall be responsible for the quantity of the material taken out from the vessel till the Port plot. 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 the wharf and till it is at the Port Plot / CWC Godown.

2) Inspection Agency appointed by MMTC shall be binding on both the parties.

3) The contractor shall keep complete records of tonnage of Manganese Ore carried by each trips of the transport vehicle/rakes. MMTC is entitled to carry out physical stock verification at intervals as it deems fit.

4) Contractor has to arrange for necessary Security in the Port Area / Storage Area.

5) Handling Loss of 0.5 % max will be allowed. Any losses beyond that will be to the account of the contractor.

SERVICE OF NOTICE ON THE CONTRACTOR:

Any notice to be given to the Contractor 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

SERVICE OF NOTICE ON THE PRINCIPAL/OWNER:

Any notice to be given to the Principal/Owner 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 MMTC's site office if such office exists.

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 or 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 to 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.

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.

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.

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.

EXTENSION OF CONTRACT

This contract is valid from dt.01.04.2014 to dt. 30.06.2014 The Principal/Owner may extend the period of contract with the mutual consent between the Contractor and the principal/owner for a specified period on the same terms and conditions as embodied in the contract.

ARBITRATION

All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by a sole Arbitrator to be nominated by the CMD, MMTC Limited, Corporate Office, New Delhi by arbitration in accordance with the rules of Arbitration on the Indian Council of Arbitration Act, 1996 and the venue of the arbitration will be at Visakhapatnam, the award made in pursuance thereof shall be binding to the parties

FORCE MAJEURE

The Principal/Owner and the Contractor shall not be in any way, liable for non-performance consequences if lock out, fire, riots, war or insurrection or restraints imposed by Government, at of legislature or other authorities. 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."

TERMINATION.

If the Contractor commits breach of any provisions of the Agreement, the Principal/Owner shall notify the Contractor to remedy such breach within a reasonable period. If breach continues to occur, the Principal/Owner shall have the right to terminate the Agreement without any further reference.

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 to the contractors after 30 days of submission of bills. 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 be certified by Officials of MMTC Office at VIZAG.

UNLOADING TERMS

DISCHARGE PORTS SEPARATE DRAFT SURVEY TO BE CONDUCTED FOR THIS CARGO. CARGO TO BE ALWAYS LOADED/STOWED/CARRIED AND DISCHARGED ACCORDING TO IMO RULES AND REGULATIONS INCL BC CODE.

CARGO FOR EACH DISCHARGE PORT TO BE HOLDWISE SEPARATED.

DISCHARGE ALWAYS CONSIDERING VESSELS SEAWORTHY TRIM AND PREVAILING DRAFT LIMITS AT ALL PORTS

DISCHARGE ONE SAFE BERTH VISAKHAPATNAM PLUS ONE SAFE BERTH HALDIA IN THIS ROTATION.

OWS TO SATISFY THEMSELVE ABT PREVAILING RESTRICTIONS BOTH ENDS AND CHARTERERS NOT TO BE RESPONSIBLE FOR SAME.

SEAWORTHY TRIM CLAUSE FOR SHIFTING BETWEEN THE TWO DISCHARGE PORTS TO APPLY

IN CASE ORIGINALS NOT ARRIVING AT DISCHARGE PORT IN TIME OWNERS ALLOW DISCHARGE AND RELEASE AGAINST CHARTERERS LOI AS PER OWNERS STANDARD PANDI CLUB WORDING AS CLOSE AS POSSIBLE TO THIS SLOT DATE BUT IN ANY CASE NOT LATER.

GENCON CANCELLING CLAUSE WITH 48HRS SSHEX.

18,000 MT SHINC LOAD ; 12 HRS TURNTIME IF COMMENCED EARLIER ACTUAL TIME USED TO COUNT.

8,000 MT SHINC DISCHARGE AT VIZAG RESP 5000MT SHINC DISCHARGE AT HALDIA.

AT BOTH ENDS NOTICE OF READINESS MAY BE TENDERED SHINC BUT DURING OFFICIAL OFFICE HOURS UPON ARRIVAL AT THE DESIGNATED WAITING AREA OF THE PORT WITH EFFECT LAYTIME COMMENCES TO COUNT 12 HOURS.

THEREAFTER AT LOADPORT RESP 24 HRS THEREAFTER AT DISCHARGING PORT(S); UNLESS SOONER COMMENCED WHICH CASE HALF ACTUAL TIME USED IS TO COUNT

NOR MAY BE TENDERED WHETHER IN BERTH OR NOT; WHETHER IN PORT OR NOT; WHETHER IN FREE PRATIQUE OR NOT WHETHER CUSTOM CLEARED OR NOT (WWW)

BIMCO ISPS CLAUSE TO FORM PART OF THIS CHARTER PARTY

TIME FOR SHIFTING FROM DESIGNATED WAITING PLACE TO FINAL LOAD RESP DISCH PORT NOT TO COUNT AS LAYTIME EVEN IF VSL ON DEMURRAGE

WAITNG FOR HIGH TIDE NOT TO COUNT AS LAYTIME EVEN IF VSL ON DEMURRAGE

ANNEXURE 1 (TECHNICAL BID)

We agree to above terms.

This Agreement is signed by representative's empowered with due and appropriate authorization. This Agreement is signed at Kolkata / VIZAG. Court at Kolkata shall have jurisdiction in the matter.

Place_____

Date_____

Contractor

Signature_____

Name

Designation_____

Company Seal/Stamp

OTHER DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNICAL BID

1. Technical Bid is to be submitted duly enclosed with the following documents:
 01. Terms & Conditions at Annexure –I duly signed.
 02. Self Certified Copies of Certificate/License with reference to clearing, Handling, Forwarding and Stevedoring Operations.
 03. Self Certified Copy of Custom House Agent License issued by Custom house.
 04. Available Resources i.e. Men and Machineries declaration.
 05. Self Certified copies of PAN No., TIN No., Service Tax No., EPF / ESI No etc.
 06. Price Bid at Annexure-II duly filled & signed.

ANNEXURE-II (PRICE BID)

MMTC/VIZAG/STV/MN ORE/14-15 DATED .04.2014

**APPOINTMENT OF HANDLING,CLEARING,FORWARDING AND CUSTOMS HOUSE
AGENT, STEVEDORING, ETC. AT VIZAG PORT FOR IMPORT OF MANGANESE ORE**

SL.NO	DESCRIPTION OF ACTIVITIES	ALL INCLUSIVE RATE PER MT (IN RS.)
1.	A) CHA OPERATION	
2	B) STEVEDORING OPERATION	

N.B.: The rates quoted by the contractors in the price bid will remain valid for 60 (sixty) days from the date of opening the tender.

Place : _____

Signature:_____

Date: _____

Name:_____

Designation:_____

Company Seal/Stamp_____