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NIT NO:MMTC/BBSR/STV-CHA/IC/2017-18 DATED: 17/11/2017

**NOTICE INVITING TENDER FOR STEVEDORING, SHORE CLEARANCE,
TRANSPORTATION, STACKING AND WAGON LOADING OF IMPORTED
COAL OF MMTC LIMITED AT PARADIP PORT AND ACT AS CUSTOM HOUSE
AGENT FOR ONE YEAR.**

MMTC invites bids open tender from interested service provider against Tender in two Bid system for stevedoring, shore clearance, transportation, stacking and wagon loading of Imported coal of MMTC Limited at Paradip Port and act as Custom House Agent for one year (November 2017- October 2018). The last date of submission of tender is **1500 hrs on 08th December, 2017.**

The complete details of the tender are available at MMTC's website 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.

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CHAPTER-I

NIT NO: MMTC/BBSR/STV-CHA/ IC /2017-18 DATED:17/11/2017

DUE DATE: 08/12/2017(by 15.00 Hrs), TENDER OPENING DATE & TIME: 17.11.2017 at 16.00 Hrs.

NOTICE INVITING TENDER (NIT)

Subject: Notice Inviting Tender for Stevedoring, Shore Clearance, Transportation, Stacking and Wagon Loading of Imported Coal of MMTC Limited at Paradip Port and act as Custom House Agent for one year.

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 and Wagon Loading of Imported Coal of MMTC Ltd. at Paradip Port and act as Custom House Agent for one year for supply mainly to its joint venture plant Neelachal Ispat Nigam Limited, 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.

OBJECTIVE: - MMTC intends to appoint contractor for unloading, handling, stevedoring & CHA operations at Paradip port for obtaining the necessary services for Imported Coal for a period of one year from the date of appointment with the provision of further extension up to one year at the sole discretion of MMTC. However, MMTC does not guarantee any particular quantity to be handled during the period of contract.

The bidder(s) are required to submit their sealed tender on 10.11.2017 by 15.00 Hrs in the Mineral Section, MMTC Limited, Bhubaneswar. The sealed offer(s) is / are required to be submitted in four separate sealed envelopes as per the details in Chapter II-Clause no. 2.7.

The entire information should be type written and duly down loaded from websites (www.mmtclimited.com or <http://eprocure.gov.in>). Any deviation from above in submission of bids, will lead to rejection of the bid straightway. The offers will be opened on11.2017 at 16.00 Hrs and price bid of qualified bidders will be opened subsequently under intimation to the tenderer. All the offers including price offer will be opened on scheduled time at the office of MMTC Limited, Bhubaneswar. The Authorised Representatives of the bidders may witness the process, if desired so.

1.1.0 ELIGIBILITY OF TENDERER:

1.1.1 Financial Standing:

The Tenderer should be of sound financial standing and should provide a Solvency Certificate of Rs. 1 (One) Crore from any Scheduled Bank except Grameen / Co-operative Banks issued on or after 01.04.2017.

1.1.2 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.

1.1.3 Experience:

The tenderer must have stevedoring/handling experience of minimum 5.00 Lakh metric tons per annum of any bulk minerals including imported coal in bulk vessels 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 department along with tender documents.

1.1.4 The tenderer shall own/possess under lease agreement the equipment as given in detail at clause no. 2.1.1 of Instruction to Tenderers and submit list of such equipment (Registration No.) along with name of the owners and their undertaking to provide the equipment during the entire period of contract.

1.1.5 The Tenderer shall have sufficient equipment as mentioned in clause 2.2.1 of Instructions to Tenderers to be deployed for the job as and when required.

1.1.6 The Tenderer shall have valid stevedoring license from Paradip Port 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 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

1.1.7 Tenderer shall have valid licence on the date of opening of tender from Paradip Port Cargo Handling Labourers, Paradip 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.

1.1.8 The Bidder/Tenderer should have a valid Customs House Agent (CHA) License from Customs House, Paradip jurisdiction as per the Customs Act, Government of India. The notarized copy of same is to be provided at the time of tender submission.

1.1.9 In case the Tenderer is a joint venture Firm/company/Enterprise, the experience and other criteria possessed by any of the constituents of the joint venture firm/company/enterprise shall be deemed to be the experience and other eligibility criteria of the joint venture firm/company/enterprise.

(In case the Tenderer is a joint venture Firm/Company/Enterprise they shall produce the duly notarized/authenticated copy of the agreement by which joint venture has been formed, indicating the names, addresses & contact nos. of all the constituents of the joint venture).

1.2.0. The Tenderer may on their own, by prior appointment, see the operations and Port facilities for handling imported Coal at Paradip Port which include:

- a) The Storage yard/ designated yard at Port area, Paradip including the area under control of Built-Operate-Transfer (B.O.T.) operator(s) in the proposed expansion plan of PPT.
- b) Method of shifting and stacking of cargo and the location of discharge and stacking area.
- c) Siding facility for loading of Railway Rake's wagons.
- d) Operational practices followed by Paradip Port, Paradip Port Cargo Handling Labourers, Paradip, and B.O.T. Operator(s) (in the proposed expansion plan of PPT).

- e) The Shore Handling Facilities available at Paradip Port to make themselves acquainted with the operations, site conditions and 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.
- 1.3.0 By submitting a bid/quotation in the NIT, the Tenderer shall deem to have fully familiarized himself/themselves with the operations and lay out of the Port/Stacking Plots as well as requisite information including those indicated in the tender document and shall keep to have fully satisfied himself/themselves of his/their capabilities to undertake and perform the job under the contract to the satisfaction of MMTC Ltd..
- 1.4.0 MMTC Limited imports Coking/Non-Coking COAL & COKE through Paradip Port and shall not guarantee any quantum of cargo to be handled in a particular year.
- 1.5.0 Validity: The tender shall be kept valid for a period of 90 days from the date of opening of the tender price bid and any modification, variation, clarification made thereto by the Tenderer during the above period shall be construed as withdrawal of the tender in which event, MMTC Ltd. shall forfeit the Earnest Money Deposit (EMD) without any reference to the Tenderer and shall not be allowed to participate in case of re-tender.
- 1.6.0 Tenderers are advised to peruse the tender documents carefully and to ensure that the tender documents and price bid are submitted after full consideration and understanding of the work envisaged under the contract, so as to avoid rejection of the tender for non-compliance with the necessary instruction or terms and conditions.
- 1.7.0 The last date & time for submission of signed tender along with above documents & EMD of Rs. 20.00 Lakhs (Rupees Twenty Lakhs only) is 15.00 Hrs on 08.12.2017 and opening of the same at 16.00 Hrs on the same day.
- 1.8.0 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.
- 1.9.0 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.
- 1.10.0 MMTC reserves the right to terminate/suspend the works/work order with one month notice to the contractor and without assigning any reason thereof. The details of this Tender is available in our website: www.mmtclimited.com or <http://eprocure.gov.in>.
- 1.11.0 The contract made by this tender may also be used for handling of all imported coal like Coking Coal, steam coal, non-coking coal etc. (if needed) with existing terms and condition of this tender.

Yours faithfully,
For MMTC Limited,

Asst. General Manager (Min-Mktg.)

CHAPTER - II

INSTRUCTIONS TO TENDERERS

2.1.0 NATURE & SCOPE OF WORK

2.1.1 MMTC Limited (MMTC) is importing Coal through Paradip Port. To undertake handling operation at port, MMTC intends to appoint contractor for undertaking the following jobs.

- a) Stevedoring work for vessels -carrying Coal,
- b) Shore clearance, transportation, stacking, and protective covering by tarpaulin etc of the stacks as per port norms/directives and wagon loading of Coking Coal etc.

2.1.2 The job of stevedoring, Shore clearance, transportation, stacking, covering of stacks and wagon loading of imported Coal can be undertaken at any berth of Paradip Port Trust (PPT) including the berth under the control of Built-Operate-Transfer (B.O.T) operator(s).

2.1.3 MMTC does not guarantee any specific volume of work to be performed under this contract and shall not entertain any claim from the contractor in this regard.

Quality is the essence of the job. Keeping this in mind, the Tenderer is required to mobilize experienced people, equipments and resources to undertake the entire job as mentioned in the tender.

2.1.4 The description of work is provided to facilitate prospective Tenderers to understand the scope of work. It is however clarified that the scope of work indicated is subject to variations / adjustments depending upon the actual requirement. The scope of work described shall not be basis of any dispute.

2.2.0 MINIMUM EQUIPMENT REQUIREMENT:

2.2.1. The minimum number of Dumpers, Pay-loaders, Poclains (excavator) required to handle the expected cargo efficiently in the port/yard is indicated below:

Sl. No.	Type of Equipment	No. of Equipment
01	Dumper (Min. 10 Mt Capacity)	25 nos
02	Pay-loader	12 nos
03	Poclain (Excavator)	4 nos

All the above equipments should be of standard make and the capacity should be as per the site requirement from time to time.

2.2.1.1 The above minimum requirement of handling equipment may be either owned (fully or partially) or taken on lease/hire for the entire period of the contract. Proof of equipment owned or hired is to be produced for the above minimum nos. The contractor shall be in a position to mobilize additional equipment as and when required for smooth operation.

In case of failure to do so, MMTC shall make own arrangement to supplement the same and all additional cost towards this shall be recovered from the contractor.

- 2.2.1.2 All the equipment mentioned above shall be in proper working condition having fitness certificates and capable of handling the materials desired and performing the operations envisaged under the contract.

The tenderer is required to submit only list of equipment/vehicles along with details of owners name address, etc. On demand the Tenderer shall be required to produce valid documents as required under the applicable law in proof of capacity of the equipment/vehicles and ownership. During the contract period wherever asked, the **Tenderer shall be required to submit certificates from the appropriate authority under the applicable law to prove that the equipment/vehicles are mechanically safe and are in good working condition.**

- 2.2.1.3 On demand, the Successful Tenderer/Contractor shall be required to display, at Paradip, all the equipment 7 days before the Commencement of the work under the contract. In case the Tenderer fails to display the equipment as above, the tender shall be liable for rejection and EMD and security deposit shall be forfeited.

- 2.2.1.4 In the event of the Successful Tenderer/Contractor's failure or default to provide sufficient equipment and timely labour at any time to do any of the jobs entrusted with under the contract or in the event of the Tenderer unilaterally terminating the contract, MMTC shall have the right to get the work done by employing another Agency and all charges and expenses incurred by MMTC in this behalf shall be recovered from the Successful Tenderer/Contractor either from his bills or from any other amount payable to the Tenderer either under this contract or any other Contract.

2.2.2 CONDITION OF THE VEHICLES:

The vehicles shall have sound body with valid registration and other relevant documents/certificates issued by Competent Authorities including Fitness Certificates and Pollution Control certificate. The vehicles should also comply the statutory requirements of Port Authorities.

The contractor shall ensure that the vehicles are operated by experienced and qualified drivers as per the requirements of traffic and other authorities.

All vehicles shall be insured under comprehensive insurance policy by the contractor. The contractor shall be acquainted with all safety regulations as applicable under the Law and follow the same at all times.

2.2.3 STUDY OF LOCAL CONDITION:

The Tenderers are advised in their own interest to visit the operation site and acquaint thyself with the exact location road approaches/conditions and the facilities as well as all local conditions, means of access to the work area, nature of work, labour requirements, local labour practices, RTO Rules etc.

2.3.0 CONTRACT LABOUR:

In order to carry out the jobs under the contract with the help of equipments, the maximum number of contract labour generally shall be 6 (Six) nos. The Successful Tenderer/Contractor shall restrict deployment of contract labours within 6 nos. as indicated above and shall not increase deployment of labour without prior permission of MMTC. The necessary licence as per the Contract Labour (Regulation & Abolition) Act, for engagement of contract labour shall have to be obtained by the Successful Tenderer/Contractor from the appropriate authority.

2.4.0 CUSTOM DOCUMENTATION:

2.4.1 CUSTOMS AUTHORISATION: If MMTC decides on case to case basis the work relating to Custom clearance / port clearance for dispatch/discharge of coal will be entrusted to the Stevedore or to their authorized personnel who are having license as Custom House Agents (CHA).

2.4.1 A. intimation will be given to collect the import documents from MMTC's Paradip office. All intimations will be given over phone/e-mail only and no dispute regarding the time of intimation will be accepted by MMTC's Paradip office.

2.4.1B. The Bill of entry for a particular vessel laden with the imported Coal is to be cleared / assessed along with duty / cess payments including MEIS scrips where ever applicable at Custom House Paradip within 48 hrs (excluding Sundays & holidays) from the time of intimation by MMTC's Paradip office. For e.g. If MMTC's Paradip office intimates on Monday within 17.00hrs, then contractor has to complete the necessary formalities for cargo clearance (assessment & Duty / cess debit wherever applicable, of the B/E) by Wednesday, 17.00hrs to facilitate submission of the copy assessed B/E along with duty debit in port. The required documents are to be collected from MMTC's Paradip office immediately upon intimation from MMTC. In case of clearance of cargo beyond the allowed days as mentioned above, penalty as applicable on per day basis will be deducted from the immediate bill/security deposit of the stevedore/contractor concerned. After commencement of discharge operations to get 'pass out' / 'out of charge' endorsement on B/E within one working day of getting customs duty payment challan from MMTC, Paradip Office.

2.4.1C. In case documents received by the contractor are not sufficient to clear the cargo, MMTC's Paradip office to be informed immediately at the time of acceptance of documents. Accordingly, MMTC will arrange to obtain the requisite document which is to be collected immediately after intimation by the contractor.

2.4.1D Customs Duty payable for clearance of cargo should be as per instruction from MMTC, Bhubaneswar office. Payment of Customs Duty will be made through DD/e-payment/MEIS Scrips which will be handed over/arranged by MMTC Paradip Office on request. Contractor will be responsible for safe custody and proper utilization of the same. In case of any wrong payment/utilization Contractor will be solely responsible. For any dispute over classification of cargo with customs, the same should be immediately intimated to MMTC's Paradip/ Bhubaneswar Office for confirmation, before making payment of Customs Duty.

2.4.2 Processing of Bill of Entry & Customs Clearance

- 2.4.2.A The Contractor will process the Bill of Entry on receipt of document. In case they are not able to process the Bill of Entry due to discrepancy in documents for a particular sea consignment, they have to act according to clause 2.4.1.C above and complete the processing of Bill of Entry.
- 2.4.2.B In case there is a system failure at Customs with respect to filing of BE the contractor has to follow it up with Customs Authority for early processing of Bill of Entry and intimate the same to MMTC's Paradip office.
- 2.4.2.C Once Bill of Entry is assessed, Contractor is required to collect DD / online payment challan/MEIS Scrips towards customs duty as applicable from MMTC's Paradip office immediately.
- 2.4.2.D Customs appraisalment of the imported sea consignment.
- 2.4.2.E Receipt of 'out of charge' / 'pass out' from customs.
- 2.4.2.F Duplicate / Triplicate & Exchange control copy, of the Bill of Entry to be submitted to "MMTC's Paradip office immediately after Custom clearance. The contractor will also coordinate with port / owner's agent / charterer's agent.
- 2.4.2 G For the job of Custom documentation & clearance through manual/EDI/On-line system, Preparation of Bill(s) of Entry, including appraisalment / assessment and clearance of the B/E, 'out of charge' from Customs House, PARADIP, Final Assessment of Bill(s) of Entry if required shall be done by Contractor within stipulated period. Failing which if any penalty will be imposed on the company by statutory Authority shall be recovered from the contractor.

2.4.3 STEVEDORING:

- 2.4.3.A Ships with carrying capacity upto 1,25,000 tons (DWT) (approx) with self-discharging gears or without gear are expected to call Paradip Port to discharge imported Coal.
- 2.4.3.B It shall be the responsibility of the contractor to arrange for necessary gears and Cargo Handling Labourers including General Purpose Mazdoor (GPM) labour required for the job at contractor's cost. **The contractor shall maintain a minimum discharge rate as per clause No. 2.6.0 of Instructions to Tenderers.**
- 2.4.3.C The discharge of cargo at Paradip shall be the responsibility of the contractor to clear all the cargo inside the hatch by mechanised/manual means i.e., by using pay-loader/poclains for sweeping /collecting the cargo into the center of the hatches on a continuous basis. Suitable poclain / pay-loaders must be deployed for this purpose in each hatch. Stevedore must utilize save all net during the course of discharge of cargo. **If** required, discharging of cargo through suitable hoppers (to be organized by the contractor) onto dumpers may have to be undertaken.
- 2.4.3.D While discharging ensure that no cargo spills into the sea by using save-all nets or such other devices that may be prescribed by the Port Authorities from time to time. If Port Authorities impose any penalties/dredging charges etc., due to non-adherence to the norms/guidelines/procedures of the Port, the same shall be to the account of the Contractor.

2.4.3.E **The contractor shall obtain "No Damage Certificate" in respect of Ship's property from the Master of the vessel.** In the event of any damages caused to the vessel or its gears, it shall be the responsibility of the contractor to repair the damages to the satisfaction of the Master without any claim on MMTC. In case any claim is received by MMTC from the vessel owners/Master towards repair cost at Paradip or later at other places (if repair work was not possible to be undertaken at Paradip), the same shall be recovered from the contractor either from running bill or from security deposit.

2.4.3.F In case of full discharge of vessel, it shall be the responsibility of the contractor to obtain a certificate from the Master of the vessel, certifying that full cargo has been discharged from the vessel and all the hatches have been swept, cleaned to his entire satisfaction.

2.5.0 SHORE CLEARANCE, TRANSPORTATION, STACKING, WAGON LOADING:

2.5.1 The contractor shall deploy requisite no. of labourers and equipment to clear the cargo from the wharf on a continuous basis to achieve at least the minimum average discharge rate as mentioned at clause no.2.6.0. The contractor shall be in a position to handle more than one vessel at a time and shall be in a position to clear cargo matching with discharging level without any stoppage of work. For normal working minimum **7 (Seven) dumpers and 1 (One) pay-loader** is to be deployed per working hook.

2.5.2 If the work is stopped either by Contractor himself or by the Port Authorities due to poor shore/wharf clearance, the same shall be to the account of the Contractor even though the discharge rate is achieved.

2.5.3 The cargo is required to be cleared from the wharf and stacked at the nominated area by deploying sufficient no. of pay loaders/dumpers. The cargo is to be stacked in proper manner including high stacking, trimmed as the case may be, at the nominated plot in the ratio 1:6 (6MT per Sq. Mtr.); loaded on to wagon properly, trim the cargo after loading to wagons. This includes plot management such as plot preparation, plots scrapping, clearing of embedded Cargo, adjusting heaps, cleaning drains, restacking to accommodate cargo from new vessels / cargo siding / any such situation for effective use of plot. The railway track is to be kept free from the cargo at any point of time to ensure uninterrupted dispatch of cargo to NINL plant or any other destination.

2.5.4 The contractor shall ensure that all spillage cargo is cleared from wharf and roads from time to time. **They shall also undertake water sprinkling in all areas as required by Port Authority to reduce air pollution, to the full satisfaction of port/state authority.**

2.5.5 MMTC will notify the contractor(s) about receipt of trial/special cargo if any, for stacking and loading the same separately. The contractor shall undertake shifting of cargo, if required to accommodate various types of cargo. This is deemed to be part of the shore clearance/transportation/stacking job and shall not be paid any additional charges. Normally trial/special cargo is loaded in a full rake.

2.5.6 On behalf of MMTC, Contractor shall place E-demand(s) along with WRC DD from MMTC, if any, with railways/port railways as per the requirement of plant intimated by MMTC. The contractor shall collect the wagon indent(s) from East Coast Railways, Paradip Office after getting signed requisition from MMTC, Paradip office. After getting indent number(s) the contractor shall obtain placement of wagons, file forwarding notes with railways, obtain Railway Receipts as per railway rules, indent

- labour from GPM / Port or other agencies and ensure smooth and continuous operation. They should be in a position to load 2 to 3 rakes in a day, whenever required.
- 2.5.7 The stacking area shall be cleared from all foreign materials from time to time. The railway wagons placed by Port railways for loading of cargo shall be thoroughly cleaned before loading of the cargo. All infringements to the railway track/siding/wharf shall be cleaned regularly to ensure smooth operation.
- 2.5.8 After loading the wagons to full capacity as per railway regulations or instruction of MMTC, the cargo shall be leveled / trimmed. The contractor shall undertake plugging of holes in the wagons, if required, to prevent bleeding of loaded wagons.
- 2.5.9 Loading of the wagons shall have to be done by the contractor within the free time allowed by Railways irrespective of number of wagons placed. The contractor shall be solely responsible for any penalties like Punitive / demurrage / wharfage or any other charges payable either to Port Railways/ Indian Railways for his failure to load suitable quantity within permissible free time. In case of any change of Railway/Port rules for wagon detention charges/Demurrage charges/ Punitive charges/ free time for loading during the currency of the contract, all financial impact shall be borne by the contractor. Such charges imposed by above authorities shall be recovered from subsequent bills of contractor and no complaint shall be entertained in this regard.
- 2.5.10 If the contractor fails to load cargo up to permissible carrying capacity of the wagons, dead freight incurred by MMTC due to under loading shall be recovered from the bills of contractor. Such dead freight shall be calculated on pro-rata basis for the differential of Chargeable Weight and actual quantity loaded to the rake.
- 2.5.11 It shall be the responsibility of the contractor to take multiple placements of wagons for loading special/trial cargo, if required. No extra payment on account of Railway shunting/placement, detention of wagons or any other operation shall be admissible in such events.
- 2.5.12 In case cargo is stacked in a plot where no railway siding is available, the contractor shall be required to re-load the cargo from existing stack and undertake shifting (transportation) of cargo to nearby railway siding and re-stack/dump the cargo temporarily for the purpose of loading the cargo on to wagons. The wagon loading shall be treated as separate operation. The tenderer is advised to quote rates against various operational elements as indicated in the Schedule of Rates.
- 2.5.13 After loading the wagons to full capacity as per railway regulations and instruction of MMTC, the cargo shall be leveled and trimmed. The contractor shall undertake plugging of holes to prevent spillage of cargo during travel to NINL plant or any other destination(s). The Contractor shall arrange to secure the closed doors of the railway wagons with suitable wooden plugs so as to totally eliminate the possibility of door opening enroute. No extra payment shall be made for these jobs. It shall be the responsibility of the contractor to co-ordinate with port on day to day basis for effective pollution control in the working area.
- 2.5.14 **WATER SPRINKLING:** The contractor shall be required to make adequate arrangement for sprinkling sweet water/non-saline water in the working area i.e. the wharf, roads inside stacking area, stacking area and on the cargo stacks.

No extra payment shall be made for this job. It shall be the responsibility of the contractor to co-ordinate with port on day to day basis for effective pollution control in

the working area. Water sprinkling on roads within the port areas is to be undertaken time to time as per direction of port authorities.

The tenderer(s) are advised to collect the information regarding norm of water sprinkling fixed by Port authorities. However this shall not be construed as the maximum quantum of sprinkling of water. The requirement of water sprinkling may go upward or downward as per day to day requirement.

2.5.15 Protecting /Tarpaulin Cover on the stacks: The contractor shall arrange protecting/tarpaulin cover on the stacks as per satisfaction of Port norms on confirmation from the Company. The rate shall be quoted per month per MT of average stock of the month. The formula for average month stock shall be **(stock on 1st day of the month plus stock on last day of the month)/2** .

2.5.16 Tenderer should note that, in the event MMTC decides to shift its operation fully or partially from existing facilities at Paradip Port to some other new facilities at Paradip which may come up during the pendency of the contract or move to any other Port, the contract either may have to be short closed/terminated with prior-notice as provided in the terms and conditions of the contract or MMTC may continue through the existing contractor at the new facility of Paradip Port (at the existing terms & conditions) or the existing contract may have to be run with lesser volume of work. In such eventuality the contractor shall have no claim on MMTC whatsoever.

MMTC also reserves its rights to award fresh contract for the work at such new facility and/or Port, to any person, without any recourse to the contractor.

2.5.17 In the event MMTC decides to discharge any vessel (Gearless/Geared vessels) at Paradip Port by deploying Harbour Mobile Crane or other available/future Shore Handling facility at Paradip Port, the contractor shall be required to undertake the handling jobs at the shore after the cargo is discharged on to wharf in tandem. The contractor must be in a position to undertake the shore related jobs as per the norm applicable under the port rules. Prior intimation shall be provided by MMTC to the Contractor to be in readiness to synchronize the handling operation at the wharf without any loss of time. The contractor shall be paid for undertaking rest of the operations, i.e. Shore Clearance, Intra-port Transportation, Wagon Loading etc. as per Schedule of Rates quoted for the respective elemental operations. (Refer Schedule of Rates).

2.5.18 ROAD DISPATCH:

- i) If MMTC so desires, the contractor shall be in a position to load the cargo into the trucks to be transported to NINL Plant on any other destination. It will be the responsibility of the contractor to load adequate number of vehicles arranged by them, approximately 1500 tons per day by obtaining necessary clearances for road dispatches from the authorities concerned .
- ii) All the loaded trucks shall have to be weighed on a PPT weigh-bridge or any enroute nominated/approved by MMTC . Applicable weightment charges will be reimbursed to the contractor.

2.5.19 The Successful Tenderer/Contractor is to load Wagons placed by Railways after due inspection at the plot sidings. As per Railway norms number of BOXN wagons falling below 58 (as per prevailing Railway rules applicable during contract tenure) would attract Wagon-load freight.

It will be the sole responsibility of the contractor to ensure Train-load freight irrespective of the situation whether wagons are rejected or found un-fit prior to placement or during the loading at the siding.

In case the Successful Tenderer/Contractor fails to get such clearance from the Railways for issuance of Train-load freight R/Rs and the rake attracts Wagon-load freight or higher freight/penalty/charges, the consequential losses, difference in freight, penalty, charges which become payable/are paid by MMTC shall be recovered from the contractor.

Upon authorization of MMTC, Contractor shall submit memo to local Railways regarding deficiencies in wagons which are not fit for loading to get train load benefit for booking of consignment. In such case, Contractor shall indicate every deficiency in wagon(s), which are unfit for loading and provide copy of memo to MMTC, duly endorsed by local Railways.

If there is combination of BOXN and BOXNHL group of wagons supplied by Railways, train load benefit shall be obtained from local Railways giving detail of combination of wagons, and endorsed copy of same shall be handed over to MMTC Paradeep.

2.6.0 GUARANTEED DISCHARGE RATE:

The following shall be the norm of discharge rate to be ensured /achieved per Weather Working Day of 24 consecutive hours Sundays Holidays included (WWDSHINC) basis utilizing four or more hooks/cranes/grabs. The time for calculating discharge rate shall be reckoned from berthing time of vessel till completion time of discharge. For calculating time consumed by contractor, loss of time on account of rain/fog, crane/grab repair (wherever the crane/grab provided other than by the contractor), shifting of vessel etc. for which contractor cannot be held responsible, shall be deducted from total time used by the contractor. As per clause 3.8.0 of Chapter-III of Terms and Conditions of Tender, Penalty shall be imposed on the contractor in case of failure to achieve the required discharge rate as per PPT norms.

DISCHARGE RATE TO BE GUARANTEED BY CONTRACTOR ON THE BASIS OF FOUR OR MORE CRANES & GRABS FOR COAL (For NON-GEARED as well as GEARED VESSELS)

The guaranteed discharge rate of vessels will be 14000 MT per day for geared Panamax/Supra/Handimax vessels or as per the prevailing discharge rates of Paradip Port Trust notifications and its amendments from time to time with respect to various types of vessels or as per charter party for the vessel, whichever is higher.

2.7.0 MODE OF SUBMISSION OF TENDER:

2.7.1 The bidder shall participate in the tender through physical mode for technical bid and physical mode or e-mode for price bid.

2.7.2 PROCEDURE FOR PARTICIPATION IN E-TENDER

E-Tender is available on our MMTC e-procurement website URL: <https://mmtc.abcprocure.com/EPROC/> for online bidding process. For this, Bidder is required to obtain minimum class III Digital Signature meant for e-Tendering for any of Certifying Authority recognized by Controller of Certifying Authority (CCA) (www.cca.gov.in) and have to register with procurement portal URL: <https://mmtc.abcprocure.com/EPROC/> (a one time activity)/

2.7.3 PROCEDURE FOR OBTAINING DIGITAL CERTIFICATE

The bidder should obtain the digital certificate to participate in e-price bid. The procedure for obtaining Digital Certificate is available in the website URL <https://mmtc.abcprocure.com/EPROC/>. In case of any difficulty the bidders may contact the Technical support Engineer, whose contact details are given below at clause 2.7.4.

NOTE:- Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. The Participating Bidders have to make sure that they have the valid DSC in their name. If not, they can procure the DSC from any of the RAs approved by the CCA. Minimum time to procure the DSC is 5 working days.

2.7.4 Procedure for registering in E-Procurement Portal

Further, the bidder will have to register with MMTC's E-Procurement portal. For registering please visit in the website URL :- <https://mmtc.abcprocure.com/EPROC/> and follow the direction there in. In this connection bidders can email to Helpdesk : <https://mmtc.abcprocure.com/EPROC/>, support@abcprocure.com and refer FAQ for more details. In case of any difficulty in e-bidding process either email or talk during office hours on working days to the Technical support Engineer, 1) Mr Anuvash Bedi email anuvash@abcprocure.com , Phone (O): 011-2438 1352 Mobile No. +91 9811247809. 2) Mr Pankesh Kumar, email: pankesh@eptl.in, support@abcprocure.com Phone (O): 079-4027 0507 Mobile No. +91 9374519729 or and 3) MMTC, CO e-procurement Division : i) Mr. HK Bagha AGM (Systems), bagha@mmtclimited.com M-9810364512, (O) 011-24381352, ii) Mr. Bharat Bhargava Ch. Mgr(Sy.), bharat@mmtclimited.com M-9414046344 (O) 011-24381453, iii) Mrs. Mamta Nagrath Ch. Mgr. (Sy.), mamta@mmtclimited.com M- 9810254173, (O) 01124381453

2.7.5 The following documents are required to be submitted along with the tender:

a) Envelope No.1 : EMD

The tenderer shall submit earnest money of Rs. 20.00 lakh (Rupees Twenty 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 to un-successful Tenderer/Contractor will be arranged after 30 days of finalization of contract. 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 to the effect that no amount/claims is outstanding or survives against the contractor. No interest shall be payable on the security deposit.

(b) Envelope No.2: Documents

- i) Solvency Certificate (Refer Clause 1.1.1 of Notice Inviting Tender) in original, from Scheduled Bank except Grameen / Co-operative Banks, United Western Bank Ltd. and Catholic Syrian Bank regarding financial standing of the firm issued on or after 01/04/2017.
- ii) Original Stevedoring Experience Certificate issued by Paradip Port Trust.
- iii) Documents regarding Constitution of the firm, duly notarised (as applicable with respect to Clause 2.11.0 of Instructions to Tenderers).
- iv) Copy of PAN card of the tenderer allotted by Income Tax Authority, duly notarised.
- v) Power of Attorney/Authorization in favour of the persons signing the tender wherever required.
- vi) Declaration regarding relatives employed in MMTC.
- vii) 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.
- viii) 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
- ix) Undertaking in letterhead confirming deployment of required equipment and list of equipment, owners as per clause 2.2.1 of Instructions to Tenderers.
- x) Copy of stevedoring license (Refer Clause 1.1.5 of Notice Inviting Tender), duly notarised.
- xi) 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 an authenticated letter from concerned authority, Paradip Port Trust (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.

- xii) GST registration certificate in Odisha, duly notarised.
- xii) A list of documents enclosed as per 7 (b) duly signed.

(c) Envelope no.3 : Schedule of Rates

i) 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 Envelope No.3, 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. OR

ii) The Schedule of Rates can also be submitted in e -mode see Clause 2.7.0 to 2.7.4.

(d) Envelope no.4 : (Super-scribing : Tender Papers Tender No ---- date..... , opening Date-----)

This envelope shall contain all the envelopes i.e 1, 2, 3. Each Envelope to be properly marked as ENVELOPE NO: 1, ENVELOPE NO: 2, ENVELOPE NO: 3 etc. super-scribed with the Tender No. and date of opening with address of the bidder.

Please note that the tender rate shall not be indicated in any of the documents contained in the envelope no. 1 & 2 and if so, the tender shall be liable for rejection.

NOTE:

- (i) The Tender document is also available on the MMTC tender website (www.mmtclimited.com) It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the MMTC website and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions/formats, the person concerned may seek clarifications from the authorized officer of MMTC . In Case of any tampering/unauthorized alteration is noticed in the submitted from the tender document available on the MMTC website, the said tender shall be summarily rejected and MMTC shall have no liability whatsoever in the matter. However, deviation, if any, proposed by the tenderer may be separately indicated for acceptance. Such proposed deviation will not be treated as tampering for the purpose of application of the clause.
- (ii) In case of submission of down loaded tender documents, the Envelope No.4 shall be super scribed as:

Tender (downloaded from MMTC website) for Stevedoring, Shore Clearance, Transportation, Stacking and Wagon loading of Imported COAL of MMTC Ltd. at Paradip Port
- (iii) It is for the information of the tenderer(s) that, they must mention their name, address of communication (postal address, telephone number, e-mail) in their tender. Any, addendum, corrigendum etc. if any, shall be uploaded in the

MMTC website. The tenderer(s) must visit MMTC website for incorporation of addendum and or corrigendum in their tender(s).

2.8.0 MODE OF RECEIPT OF TENDER:

2.8.1 The following shall be recognized methods for receipt of tender:

- a) The tenders are received through Tender Box. No acknowledgement will be given as a token of receipt in such case.
- b) Tenders received by Post and/or Courier service.

2.8.2 Delayed/late tenders will not be opened.

2.8.3 Tenders with deviation and conditions shall not be considered. The offers should not contain any counter conditions nor should any conditions be attached to either the Commercial Bid or the Price Bid. Bids containing counter conditions shall render the tender invalid. Any tender not fulfilling the criteria and accompanied with requisite documents as mentioned against the clauses below is liable for rejection without further reference to the tenderer.

- Clause 1.1.1 of Notice Inviting Tender relating to Solvency Certificate.
- Clause 1.1.2 of Notice Inviting Tender relating to document of PF Registration.
- Clause 1.1.3 of Notice Inviting Tender relating to undertaking from the owner for lease
of equipment.
- Clause 1.1.5 of Notice Inviting Tender relating to Stevedoring License.
- Clause 1.1.6 of Notice Inviting Tender relating to Port Labour License.
- Clause 1.1.7 of Notice Inviting Tender relating to Joint Venture Agreement.
- Clause 1.1.8 of Notice Inviting Tender relating to CHA License.
- Clause 2.7.5 (a) of Notice Inviting Tender relating to EMD.

2.8.4 The tenders should reach tender box at Mineral Division , MMTC Limited, Regional Office ,7th Floor, Alok Bahrain Complex, Sahid Nagar, Bhubaneswar -751007 on or before11-2017 by 1500 hrs. It will be the interest of the tenderer to ensure that the tender documents reach positively before the time indicated above. Tenders, which have been sent by post or by Courier, shall also be considered when tenders are received within due date & time. The onus of receipt of tender through tender box will be on the tenderers.

The tenders may generally be rejected if:

- a) A tender is submitted after the tender closing date and time;
- b) The tender contains inadmissible reservations or restrictions;
- c) A tender shows that the tenderer has not met with certain technical/commercial requirements.
- d) The tenders are not accompanied with requisite EMD;

2.9.0 OPENING OF TENDER:

- 2.9.1 The tender will be opened at Mineral Division at **16:00 hours on 08-12-2017** in the presence of attending authorized representatives of the tenderers, who intend to attend the tender opening.
- 2.9.2 The tender Envelope marked no.4 will be opened first. The names of all the tenderers present shall be noted down on a tally sheet, with the remarks as whether they have submitted further envelopes marked 1, 2, 3 and the additional envelope (if applicable) **with their names, address and contact number(s) super-scribed on them.** This tally sheet will be signed by the tenderers present.
- 2.9.3 Thereafter envelope marked no.1 will be opened in presence of the tenderers present.
- 2.9.4 Thereafter envelope marked no.2 will be opened only in respect of those tenderers who have submitted EMD as per tender requirement. This Envelope will not be opened for those Tenderers who have not submitted the EMD.
- 2.9.5 Thereafter envelope marked no.3 will be opened on a **specified date for those tenderers, who qualify technically as per tender requirement.** The date of opening of Envelope No.3 will be intimated to all eligible tenderers who qualify in technical bid.

2.10.0 EVALUATION OF TENDER & 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.

CALCULATION OF LOWEST RATE OF TENDER

The lowest rate of the tender will be arrived at by using the formula given below for rates quoted in the Schedule of Rates.

Lowest Rate (L-1) = Rates against [item No. 1 + item No. 2 + item No.4 + item No.5]

Rates quoted against Item nos. 3, 6 & 7 shall not be considered for evaluation of L-1 Tenderer, but If required these rates obtained; are subject to negotiation with the L-1 Tenderer only.

The rates payable to contractors shall be as per the quantity, i.e. **Payable Weight** as mentioned in the Clause 3.7.4 of Terms & Condition of the Contract. The various items of operations are indicated in the **Schedule of Rates**.

If required, negotiation will be held with L-1 (lowest) tenderer only. The tenderer(s) will be required to explain and satisfy MMTC the basis of their quoted rate. **In case the tenderer fails to justify and/or refuses to cooperate in this regard, he will not be considered in the re-tendering if the contract is not finalized from the present tender and EMD will be forfeited.**

In case any tenderer fails to perform as per the contract at quoted rates, the contract will be liable to be closed in accordance with the terms & conditions of the contract. Further, they will not be considered for participating in the re-tendering if the contract does not run for the tenure due to default/non-performance on the part of the contractor.

In case there is variation in rates quoted in numbers and in words, the rate quoted in words will be taken as final.

2.11.0 DECLARATION:

The tenderer shall submit the following declarations along with the tender:

- a) Declaration to the effect that he/they has/have adequate organizational resources and experienced personnel to handle the type and volume of work under the subject tender.
- b) Declaration as to whether he/they has/have any relative within the meaning of Section-6 read with Section 1 (A) of the Company's Act of 2013 employed in any capacity in MMTC Ltd..

The full information shall also to be given by the renderer in respect of the following:

A. INCASE OF INDIVIDUAL	<ol style="list-style-type: none">1. His/her full name, address, contact no.s and place of business.2. His/her financial status.
B. IN CASE OF PARTNERSHIP FIRMS	<ol style="list-style-type: none">1. The names of all the partners and their Addresses & Contact No.2. An attested copy of the latest Partnership Deed. The Contractor shall forthwith notify to MMTC regarding any change in the Constitution of the firm.
C. IN CASE OF COMPANIES	<ol style="list-style-type: none">1. Date and place of the registration including date of commencement certificate in case of the Public Companies.2. Certified copies of Memorandum and Articles of Association.3. Nature of business carried out with MMTC Ltd. and the provisions of the Memorandum relating thereto.4. Name, address and contact nos. of all the Directors and other persons related to concerned job.5. If the nature of the business differs from the business for which MMTC Ltd. is incorporated, appropriate alterations in the Memorandum of Association should be sought from the Competent Authority and a certified copy of the order of such alternations should be furnished.
D. IN CASE OF CO-OPERATIVE SOCIETIES	<ol style="list-style-type: none">1. Date and place of registration and attested Copy of registration certificate. Certified copies of the rules and regulations of the Society.2. List of members and names of the office. Bearers with their addresses & contact nos. Any change in the office-bearers of the society shall forthwith be notified by the outgoing /incoming Chairman/President of the Society.
E. INCASE OF JOINT VENTURE FIRM / COMPANY/ENTERPRISE	To submit duly authenticated copy of the Agreement by which joint venture has been formed also indicating the names, addresses and contact nos. of all the constituents of the joint venture.

If the tender is not accompanied by such declaration referred to as above, the same shall be treated as incomplete and liable for rejection. In the event of furnishing wrong declaration in this regard by a tenderer whose tender is accepted by MMTC , reserves the right to rescind the contract forthwith as soon as the fact comes to light after award of the contract. The contractor shall, in such cases, make good to MMTC the loss or damage resulting from such cancellation.

2.12.0 EARNEST MONEY:

2.12.1 The tenderers are required to submit earnest money of **Rs.20.00** lakhs (Rupees Twenty lakhs only) in the form of DD from any Scheduled Bank except Grameen / Co-operative Banks, United Western Bank Ltd. and Catholic Syrian Bank in favour of MMTC Limited, Payable at Bhubaneswar or by E-Payment as per clause 2.7.5 (a):

2.12.2 No cash, cheque, postal order, money order will be accepted towards Earnest Money.

2.12.3 Offers which are not accompanied with "Earnest Money" shall not be considered except for parties who have been exempted from submitting the same. No request shall be entertained from any of the tenderers to adjust the amount of Earnest money furnished in any previous tender or from any amount lying in their account in any form with MMTC . No interest shall be paid on the earnest money deposited.

2.12.4 The Earnest Money shall be forfeited:

- a. If the Tenderer fails to justify and/or refuses to explain and satisfy MMTC about the basis of their quoted rates;
- b. If the Tenderer withdraws and/or modifies any of the terms and conditions during the validity period of the said tender;
- c. In case the Successful Tenderer/Contractor fails to furnish Security Deposit, PG Bond, etc. as required under the Tender terms and/or fails to comply with any or all the requirements/ formalities as specified in the company's letter for compliance of the post contract conditions.

2.12.5 The earnest money will be refunded to the unsuccessful tender(s) after 30 days of finalization of contract without any interest.

2.12.6 SECURITY DEPOSIT:

Total Security Deposit against this Contract shall be **Rs. 50.00 Lakhs** (Rupees Fifty Lakhs) only . The 'Earnest Money' deposited by the Successful Tenderer/Contractor(s) will be retained towards the Security Deposit for the due fulfillment of the terms and conditions of Contract. In essence, further amount of Rs. 30 lakhs is to be deposited as security deposit by L-I Party for the job by E-Payment to Account No. 10229909115, STATE BANK OF INDIA, Commercial Branch, IDCOL House, Ashok Nagar, Bhubaneswar, India, 751009, ISFC: SBIN0006657. (Total Security Deposit shall be Rs. 20.00 lakhs + Rs. 30.00 lakhs = Rs. 50.00 Lakhs). No interest will be paid on the EMD/Security deposit. The Security Deposit shall be valid for the entire contract period including extended period (Refer to Clause no 3.10.0 of Terms & Conditions of the Contract). **The Security Deposit shall be submitted within 15 days from the date of Letter of Intent (LOI)/Work Order.**

2.12.7 PERFORMANCE BANK GUARANTEE (PBG):

If the tenderer quotes rates less than the lower range of estimated prices determined by MMTC and is considered for placement of order, the L-1 tenderer will be asked to justify the rates quoted by him and will have to give Performance Guarantee Bond of Rs. 50.0 lakhs (Rupees Fifty Lakhs) only, in addition to the Security Deposit, in the form of Bank Guarantee(in MMTC's format) from a Scheduled Bank (except Grameen / Co-operative Banks, United Western Bank Ltd. and Catholic Syrian Bank). Performance Guarantee Bond shall be submitted within 15 days from the date of Letter of Intent (LOI). Earnest Money/Security Deposit of the tenderers who refuse to give Performance Guarantee Bond will be forfeited and they will not be considered in re-tendering if contract is not finalized from the present tender. The tenure of BG(Bank Guarantee) shall be contract duration of 1 (One) years+12 months extended period. The PBG format is annexed herewith at Annexre-III.

2.13.0 SCHEDULE OF OPERATION AND PAYMENTS:

Tenderers are requested to quote their lowest technically accepted rates as per **Schedule of Rates**. The rates quoted will be deemed to be inclusive of all cost for discharging all the general duty for performing the work efficiently. MMTC shall give escalation on rates quoted during the contract period including the extended period as per clause no 3.6.0 of TERMS AND CONDITIONS OF CONTRACT from time to time as per terms and conditions of the contract.

2.14.0 CONTRACT LABOUR:

- 2.14.1 The Contractor shall abide by all the provisions of Contract Labour (Regulation & Abolition) Act 1970 and the Rules framed there-under.
2. 14.2 The tenderer should submit a valid Contract Labour License as per the above Act and rules framed there under within 15 days of issue of LOI/Work Order before starting the work and should get it revalidated as and when required during the tenure of the contract.
- 2.14.3 The Successful Tenderer/Contractor shall have to produce to MMTC or its designated Officer renewed contract labour license every year. In case the Successful Tenderer/Contractor fails to produce the statutory/renewed license within the stipulated period, the contract shall be liable to be terminated with 15 (Fifteen) days notice.
- 2.14.4 The Successful Tenderer/Contractor shall be bound to carry out, perform and observe all the obligations under the various Acts including ESI, PF, Contract Labour, Minimum Wages act, Payment of Wages, Bonus Acts etc. and rules in force from time to time. He shall maintain such records as are required under the applicable laws and submit them for scrutiny whenever required to do so to MMTC or its designated Officer.
- 2.14.5 As a security against non-fulfilling the various obligations the Successful Tenderer/Contractor shall deem to have authorised MMTC to set off any claims under various Acts and Rules in force from time to time from the bill amount payable to him and also to withhold the payments due to him till such time as the requirements of laws are complied with or to adjust payments to be made to and/or on account of

the employees of the Successful Tenderer/Contractor from the amount payable to him. Subject to Clause No, 2.14.4 above, the Successful Tenderer/Contractor shall have to maintain the following registers in the forms as prescribed under the Contract Labour (Regulation & Abolition) Act 1970 and Rules framed thereunder and show such register to the concerned Branch Manager or his nominee as and when required by them.

- a) Register of Persons employed.
- b) -do- Muster Roll
- c) -do- Wages
- d) -do- Overtime
- e) -do- Deduction
- f) -do- Fines
- g) -do- Advances

2.14.6 The contractor shall within a fortnight of the date of the award of work issue identity card to all the employees with photographs duly affixed on such identity cards and attested by authorised representative of the contractor. Similarly, the contractor shall issue identity cards to such approved casual employees/labourers that may be engaged by him from time to time.

2.14.7 The Successful Tenderer/Contractors) shall furnish to MMTC a copy of half yearly return in the form prescribed under the Contract Labour (Regulations & Abolition) Act 1970 and its Rules.

2.14.8 The Successful Tenderer/Contractor shall be responsible for payment of wages to the labourers employed by him at a rate not less than the minimum wages prescribed by the State Govt, to the labourers employed and shall also submit a certificate to MMTC within a week after disbursement of wages of labour showing proper acquaintance and the wage period.

2.14.9 The Successful Tenderer/Contractor will be required to furnish to MMTC for arranging a nominated representative of the company for witnessing the payment to be made by him to his workers immediately after the commencement of the work in question.

- a) Wage period
- b) Place of disbursement of wages
- c) Payment and date of disbursement of wages

The above particulars are also required to be displayed in the form of a notice at the work place and a copy of the same is required to be sent by the Successful Tenderer/Contractor to the Inspector under the Contract Labour (Regulation & Abolition) Act, 1970. All payment of wages shall be made on working day at the work site and during the work times as provided in the rules framed under the said act.

2.14.10 The Successful Tenderer/Contractor shall undertake and be responsible to provide canteen, rest room, sufficient supply of drinking water at convenient places and other facilities for the labourers employed by him in compliance of chapter V of the Contract Labour (Regulation and Abolition) Act, 1970 and also provide for First Aid Box equipped with contents as may be prescribed under the rules framed under the Contract Labour (Regulation & Abolition) Act 1970 at every place where contract

labour is employed by him. "The Successful Tenderer/Contractor shall also undertake to provide other amenities to his labourers as provided under the Contract Labour (Regulation & Abolition) Act, 1970 & Rules framed there-under or any other law for the time being in force."

- 2.14.11 The Successful Tenderer/Contractor shall not allow the use or sale of ardent spirits or other intoxicating beverage in the working area or in any of the building premises occupied by the Successful Tenderer/Contractor in connection with the work.
- 2.14.12 The Successful Tenderer/Contractor shall ensure that the working hours for the female workers, if any, employed by them shall be regulated as per the provision of statute and that no woman worker made to work in port premises except between 6.00 AM to 6.00 PM of any working day.
- 2.14.13 The Successful Tenderer/Contractor(s) shall further ensure that proper discipline and decorum is maintained by the workmen/employee's engaged by him in port premises.
- 2.14.14 The Contractor shall be solely responsible for and immediately provide all the welfare facilities to these contract labourers as prescribed under the Contract Labour (Regulation & Abolition) Act 1970 and Employees State Insurance Act.
- 2.14.15 The Contractor shall furnish MMTC before the commencement of the work a list of worker employed by him with their respective daily rates of wages and the dates of disbursement as also the dates of their engagements along with statement if they are members of the recognised Provident Fund to enable principal employer to check up whether the contractor discharges his obligations U/S 21 of Contract Labour Act and its rules.
- 2.14.16 The contractor shall furnish to MMTC a list of his labourers and the number of days actually deployed in the port area. Such lists have to be furnished every month during the first week of the subsequent month.
- 2.14.17 The contractor shall, abide by the special clauses for safety and engagement of contract labour at the stacking plots/work place.
- 2.14.18 The contractor shall pay his labourers (Male or Female) minimum wages prescribed under the minimum wages act or such minimum wages as may be prescribed from time to time by the appropriate State Government in the State where the contractor works. The contractor shall also adhere to the provisions of the Bonus Act in regard to his labourers.
- 2.14.19 Where any accident causing disablement or death occurs, the contractor shall be liable for such injury or death caused as a result of such accident either within or outside the yard premises in the course of work. The contractor shall be responsible for such contingencies and will make good all claims for compensation, claimed by his labourer or staff or others and as adjudicated by the tribunal/commissioner of workmen's compensation and or other authority, as the case may be, under workmen's compensation act and other relevant laws of the land. He shall also indemnify MMTC and pay all such sums as may be awarded in respect of claims for compensation arising out of or in consequence to any accident to any staff or labour working under him pursuant to the provision of the Workmen's Compensation Act. or any subsequent

modifications or amendments to the Act thereof. **All costs incurred in connection with any such claims shall be made good by the contractor and MMTC reserves the right to recover the same from any amount payable to the contractor either under this contract or any other contract.** MMTC shall also have right to pay in the first instance if so called upon by the statutory or judicial authority to pay, such amount of compensation as is payable under the said act or any other act/rules and to recover the amount so paid from the contractor by deduction from his bills, security deposit or other dues either under this contract or any other contract.

2.14.20 The contractor shall be responsible for all payments to its employees and in no case liability of payments like gratuity/terminal compensation under the gratuity act (would be that of MMTC) for any of the contractor's employees on superannuating or otherwise. The contractor must ensure that the contract labourers engaged are not minor/unfit/overage. The contractor must take insurance cover including group insurance at its own expenses in respect of the staff and other personnel to be engaged by the contractor.

2.14.21 The Contractor shall be totally responsible for the employment/termination of their workers/laboures to perform this contract, and MMTC shall no way be held responsible in this matters.

2.15.0 PROVIDENT FUND:

The Successful Tenderer/Contractor shall have his/their establishment registered with the Provident Fund authorities under the provisions of the employees provident fund and Miscellaneous Provisions Act, 1952 & scheme formed there under and shall as a proof thereof, attach in this tender for submission, a copy of the order / letter from the concerned Regional Provident Fund Commissioner (RPFC), allotting Provident Fund code Number in respect of his establishment. He/They shall give an undertaking that he/they will utilize the referred Provident Fund Code number for this contract.

The Successful Tenderer/Contractor shall submit the authenticated copy of the challans by the 15 day of the English calendar month showing deposit of Provident Fund dues(employees plus employer's matching contribution and related administrative charges) along with the list of labourers for whom such Provident Fund deposits have.

2.16.0 CONTRACT:

The Successful Tenderer/Contractor shall execute a formal agreement on non-judicial stamp paper. The advertisement for tender, tender form, Notice Inviting Tender, Instructions to Tenderers, Terms and Conditions of the contract along with all the enclosures etc., any other letters exchanged with the Successful Tenderer/Contractor shall form part of the contract. The agreement should be executed generally within 15 days from the work order date failing which the work order will be withdrawn and EMD/Security Deposit will be forfeited.

The Contractor shall keep responsible and experienced authorized representative in the yard on a whole time basis to supervise the work and to take directions from time to time from MMTC 's authorized personnel.

2.17.0 INTEGRITY PACT/FRAUD PREVENTION/HOLIDAY-LISTING (as per Annexure – I, II & III)

The tenderer(s)/contractor(s)/C&F Agent(s) are required to enter into an "Integrity Pact" with MMTC . The Integrity Pact/Fraud Prevention/Holiday -Listing (as per annexure) have to be signed by the Proprietor / Owner / Partner / Director or by their duly authorized signatory. In case of failure to return the Integrity Pact/ Fraud Prevention/Holiday -Listing along with the offer/Bid duly signed by the authority as mentioned above, will disqualify the offer/bid.

2.18.0

TENDER FORM

To
The General Manager

From:

MMTC Limited, Alok Bharati complex ,
7th Floor , Sahid Nagar,Bhubaneswar,
Odisha, PIN 751007, India.

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.....

SUB: TENDER FOR APPOINTMENT OF CONTRACTOR.

Dear Sir/Madam,

In response to your Tender No. **MMTC/BBSR/STV-CHA/ICC/2017-18** dated **17-11-2017** Inviting offers for appointment of contractor for Stevedoring, Shore clearance, Transportation, Stacking and wagon loading of COAL at Paradip Port and as Custom House Agent , I/We, a Company/Partnership firm/an Association/Sole Proprietor. (in the case of a firm, an Association/or a Joint-venture, (please set out here full name of all partners/members)

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.....

carrying on business at.....hereby offer to carry out various operations, at the firm rates quoted in the **Schedule Of Rates** kept in a separate envelope marked No.3.

I/We agree that this offer shall be valid for a period of **100** days from the date of opening of the tender Part-I and if the offer is withdrawn/modified/varied before the said date of validity, the Earnest Money furnished by me/us shall stand forfeited.

I/We hereby agree and certify that I/We have examined and am/are familiar with all provisions of this tender document and to abide by Instructions to Tenderers and fulfill your "Terms and Conditions" of the contract for Stevedoring, Shore clearance, Transportation, Stacking and wagon loading of Coal at Paradip Port which shall be deemed to form an integral part of this offer and I/We herewith enclose original copies of Tender Notice, Notice Inviting Tender, Instructions to Tenderers and Terms & Conditions duly signed on each page, as token of my/our acceptance thereof (except the Schedule Of Rates which is kept in a separate envelope).

I/We hereby agree further, to notify you at any time whether before or after acceptance of my/our tender, any change in the constitution of my/our firm/company either by the death, exclusion or retirement of any partner or member or by the admission of a new Partner or member. (This clause shall apply where the Tenderer is a firm/company).

I/We enclose a demand draft for Rs.20,00,000.00 (Rupees Twenty Lakh only) in favour of **MMTC Limited, being the Earnest Money Deposit and payable at Bhubaneswar.**

I/We note that no interest shall accrue on the Earnest Money Deposit (EMD). EMD without interest shall be refunded to the unsuccessful tenderer(s). But it will be retained by you towards the Security Deposit in the case of Successful Tenderer/Contractor for the due fulfillment of the contract.

I/We also note that this tender and your acceptance after my/our full compliance with the requirements specified in your Letter of Intent shall constitute a valid and binding contract between us.

I/We do hereby declare that the entries made in these tender documents and the annexures /appendices therein are true.

Thanking you,

Yours faithfully,

(Signature of the Tenderer)

Date

Seal of Tenderer

Encl: As mentioned in Mode of Submission of Tender Clause No. 2.7.0 like

- a) Tender Notice
- b) Notice Inviting Tender
- c) Instructions to Tenderers
- d) Terms & Conditions of Contract along with all its enclosures, all duly signed.
- e) Integrity Pact, Fraud Prevention, Holiday-Listing
- f) Earnest Money
- g) All Documents as per clause 1.1.1.to 1.1.9 OF Chapter-I

Witness

(Signature with date)

1.

Full name and address

(Signature with date)

2.

Full name and address

CHAPTER- III

TERMS AND CONDITIONS OF THE CONTRACT for Stevedoring, Shore Clearance, Transportation, Stacking and wagon loading of Imported COAL of MMTC at Paradip Port

- 3.1.0 **PREAMBLE:** The contract, which may eventuate from this tender document, shall be governed by the terms and conditions contained in this and other provisions as contained in other Chapters/Annexures forming a part of this tender document. The tender document shall be sole repository of the terms and conditions of the contract.
- 3.2.0 **DEFINITIONS:** The following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:
- 3.2.1 "COMPANY" shall mean MMTC Limited (MMTC) incorporated under the Indian Companies Act, 1956 with its registered office at Scope Complex, Core-1, 7 Lodi Road, New Delhi-110003.
- 3.2.2 "MANAGER" means Manager of the Company or any Officer of the Company for the time being in charge of the MMTC , Paradip Office comes under.
- 3.2.3 "TENDERER" shall mean the Person(s), Firm/Company or Corporation submitting a tender against the Notice Inviting Tender and shall include his/their /its heirs, executors, administrators, legal representatives, successors and permitted assignees approved by MMTC.
- 3.2.4 "CONTRACTOR" shall mean the tenderer whose tender has been accepted by the Company and includes the Contractor's heirs, executors, administrators, legal representatives, successors and assignees approved by the company.
- 3.2.5 "WORK" means and includes all work specified or set forth and required in and by the specifications, schedule hereto annexed or to be implied there from or incidental thereto or to be hereafter specified or required in such explanatory instructions (being in conformity with the original specification and schedule).
- 3.2.6 "CONTRACT" shall mean and include the exchange of applicable papers/documents, the Notice Inviting Tender, Instructions to Tenderers, Tender Form, Terms & Conditions of Contract, Annexures, Final rates quoted against each item by the tenderer and accepted by the company, Letter of Intent, Work Order and the Agreement between the company and the contractor duly signed by the parties thereto for the execution of the work.
- 3.2.7 "LETTER OF INTENT" is intimation by a letter to tenderer that tender has been accepted in accordance with the provisions contained in that letter and thereby contract has been concluded.
- 3.2.8 "APPROVED" means approval in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.
- 3.2.9 "SPECIFICATIONS" means schedule, statement of technical data, performance characteristics and all such particulars mentioned as such in the contract.

- 3.2.10 "STORAGE YARD" means/ includes any place or locality within or outside the Port Area where the Company stores its materials whether now existing or acquired later.
- 3.2.11 "EXCEPTED MATTERS" are those for which the decision of the company is final as per the conditions herein.
- 3.3.0 **DUTIES OF CONTRACTOR:**
- 3.3.1 The Successful Tenderer/Contractor should be aware of all the terms and conditions specified in the tender documents viz., the manual specifying the Notice Inviting Tender, Instruction to Tenderers, General Terms & Conditions of the contract for operational works and the Special Conditions indicated in this document.
- 3.3.2 In view of the large-scale operations involved, the entire work shall only be mechanically oriented and manual operations shall be resorted to only in case of exigencies and prior approval of the Company should be specifically obtained.
- 3.3.3 The Contractor should keep himself appraised and be thoroughly conversant with the rules and regulations of the Port Trust, Customs, Cargo Handling Labour, Dock Safety and other related agencies.
- 3.3.4 The contractor is deemed to assume all the responsibilities in the proper execution of the entire work i.e., from berthing of the vessel and until discharge completion of material, as per Draught Survey and sailing of the vessel.
- 3.3.5 Charges levied by the Port or Other Labour Agencies for labour utilization will be paid to Port/Agency directly by the Contractor. The Company will make no separate payment for this to contractor.
- 3.3.6 For smooth and efficient discharge, if port requires, it shall be imperative on the part of the contractor to deploy suitable hoppers, one for each hatch. If the Successful Tenderer/Contractor does not possess sufficient hoppers, he shall organize the same within six weeks from the date of award of the contract. In case, the Successful Tenderer/Contractor fails to organize the hoppers within six weeks, company shall make/procure the same and recover the costs(Cost of hoppers plus overheads 25%) incurred from the contractor in two equal installments.
- 3.3.7 The Company will inspect all the equipment offered by the tenderers for environmental pollution viz., spillage/leakage of cargo from the equipment, exhaust gases, etc., from time to time. Such equipment which are found not road worthy/not meeting pollution norms shall not be considered for operation under the contract.
- 3.3.8 The contractor shall undertake the work by mechanical means only and will keep engagement of stand by manual labour to the barest minimum and such standby manual labour as may be engaged under Port/Other Agency rules shall be only employed for the purpose of sweeping and cleaning the hatches to the satisfaction of Master of the vessel, covering of stack when required.
- 3.3.9 The contractor shall avoid delays/stoppages of work due to non-availability of equipment/dumpers on the shore. The delays can either be certified by MMTC Official Or, MMTC -appointed surveyor. Any time lost due to stoppage of work by Port Authorities/MMTC official because of non-clearance of cargo from shore or inadequate equipment/dumpers will also be on account of contractor. Such delays will

be treated as loss to the company and company reserves the right to recover the cost of vessel's holding time (i.e., equivalent to loss of demurrage amount) from the contractor. No spillage of cargo in the sea shall be allowed. In case any such incidents are noticed by Port/MMTC officials, action like stoppage of further work/recovery of cost of cargo etc. shall be taken against the contractor and decision of MMTC will be final.

- 3.3.10 The contractor shall report to MMTC immediately upon occurrence of break down/damage or any other occurrence to the vessel's gear affecting the discharge. If the disruption in discharge due to above reason arises, the Contractor shall arrange 3rd Party survey jointly with vessel owner. The time lost and the cost due to delay on account of Contractor shall be recovered from Contractor's account.
- 3.3.11 If due to the spillage of cargo into sea, the port authority raises any bill on the company for extra dredging cost, the same shall be recovered from the bills of the contractor.
- 3.3.12 The contractor shall deploy sufficient manpower for efficient supervision and execution of on-shore and on board jobs without fail.
- 3.3.13 The contractor shall ensure that the person engaged/deployed by him for carrying out the work, behaves properly with MMTC 's staff and officers and maintain discipline and punctuality. Otherwise, the contractor shall have to withdraw such men from work if desired by the Company without assigning any reason.
- 3.3.14 The Successful Tenderer/Contractor shall also possess adequate communication facilities like sufficient number of Telephones, Faxes, Cellular Phones and Walky Talkies etc.
- 3.3.15 Any dispute between the contractor and the port shall be settled by the contractor directly. Company will not take any responsibility in that eventuality irrespective of the nature of the dispute including damages to port's property, accident, etc. Any payments that may become payable by MMTC in this regard, will be recovered from the contractor.
- 3.3.16 **No claims for any damage/demurrage/detention/idle charges for any equipment, labour and other enabling facilities organized by the contractor shall be payable to the contractor under any circumstances whatsoever.**
- 3.3.17 The contractor shall be required to have a well organized all times with skilled and experienced staff in the Port area for proper administration/control, supervision over the operations/equipment/staff employed etc.
- 3.3.18 The contractor shall make his own arrangements for all the equipment, tools and tackles and other requirements as per Dock Safety Regulations/other statutory rules of the State/Central Government viz., Hand Gloves, Slings, Shovels, Goggles, Nose pads, Shoes etc. and other contrivances, manual or mechanical and manpower required for the execution of the work.

No priority or recommendation letter for procurement of equipment or tools and tackles shall be given by the Company.

- 3.3.19 The contractor shall fully apprise himself of all the facilities available with the Port Trust as also with MMTC so that, he can avail of them whenever it is possible to do so.

He shall, however, make in advance all required arrangements and gear up with required manning/equipment, notwithstanding the operating facilities available with the Port Trust and/or the Company in order that the work is executed in the required manner, tempo and volume as indicated above.

- 3.3.20 The contractor shall be responsible to MMTC for any damages arising out of or in consequences of negligence on the part of the contractor or any of his servants, to any party or property of the ship or any property belonging to Port Trust like sheds, wharf cranes, floating cranes, Harbour walls etc., or to boats, barges, lighteners or tugs. The contractor shall also be responsible for all losses or damages to imported materials, of which MMTC shall be the sole judge, caused due to loading or unloading operations by the servants or labour employed by them and arising out of negligence on their part or any other cause whatsoever. The contractor shall indemnify MMTC in respect of claims and damages arising out of aforesaid loss or damage to the materials.
- 3.3.21 The contractor shall, wherever possible and if advised by Port, discharge the cargo on the wharf through suitable hoppers (one for every hatch working) directly on to the dumpers, at the wharf. **The contractor shall arrange save-all-nets between vessels and wharf edge to prevent spillage of cargo into the channel during the operations.** However, the cargo not accessible by the machines shall promptly be cleaned by using manual labour.
- 3.3.22 If the company so desires, the contractor shall carry out weighment of all loaded wagons in the in-motion weighbridge if installed in future by the company/other agencies. The actual cost of weighment, if any, will be borne by the company. All other costs, labour charges and incidentals, if any, shall be borne by the contractor at no extra cost to the company. The accounting of material shall be based on actual quantity loaded in wagons. Contractor shall ensure that all wagons are loaded up to full capacity as per Railway rules/instructions of the company.
- 3.3.23 For the purpose mentioned in clause no 3.3.22, the contractor shall have to ensure the movement of wagons at the specified speed through the weighbridge. The necessary liaison with the Port, Railways and other agencies, if any, shall be the sole responsibility of the contractor.
- 3.3.24 Any trans-shipment of the loaded railway wagons inside the Port area or at any other specified area shall have to be promptly attended to by the contractor at no extra cost/expenditure to the company. The contractor shall always keep the company informed about such activities and the corrective action to be initiated by him/them immediately after its occurrence.
- 3.3.25 Each loaded wagon shall have to be pasted with at least two posters one each on either side, for facilitating identification of the cargo loaded. The poster shall contain information like contract number, cargo specification, vessel name, B/L number and date, date of loading, particulars of both the consignor and consignee etc. No loaded wagons shall be handed over to the railways without posters. The posters shall be printed by the contractor at his cost in consultation with MMTC. The quality of paper used for printing posters shall be of reasonable standard with size of approximately 15"x 12" and of different fluorescent colours as suggested by MMTC office at Bhubaneswar.

- 3.3.26 In order to establish the quantum of cargo loaded in the wagons, pre-weighment and loading of pre-weighed cargo under the supervision of independent surveyors, so also weighment of loaded railway wagons are required to be done regularly as per the instructions of the company. No extra remuneration shall be payable for such operations.
- 3.3.27 Any wagon Detention Charges/Demurrage Charges/ Punitive Charges for overloading of wagons/any other penalty charges etc. either by Port Railways/Indian Railways shall be to the account of the Contractor. In case of change in Port Railway Rules or Railway Rules on account of wagon detention/demurrage, free time for loading/unloading during the period of contract, the same will have to be borne by contractor and necessary steps to be taken by the contractor to work under the changed circumstances.
- Enroute detention/derailment of wagons on account of overloading/uneven loading shall be taken care by contractor. Total financial implication arising out of these activities to restore normalcy shall be to contractor's account including penalties and/or restoration cost levied by Indian Railways.
- 3.3.28 In case additional Railway Freight is incurred by MMTC , consequent upon underloading of materials in Railway wagons, the Contractor shall be held responsible and shall be recovered from the contractor. The additional Railway Freight paid by MMTC will be arrived by computation of difference between chargeable weight mentioned in RR (Railway Receipt) and actual quantity loaded in the rake as mentioned in RR, multiplied by average rate of freight (total freight amount /chargeable weight indicated in RR).
- 3.3.29 If the company so desires, the contractor shall have to arrange photographing of the loaded wagons before the movement of the rake to the destination. The photograph shall clearly depict the loading profile at the top as well as on the sides clearly showing the wagon nos. No extra charges towards cost of photographs will be paid by the company.
- 3.3.30 In case the railway track is blocked/obstructed due to spillage of the cargo or any other reason whatsoever, it shall be the responsibility of the contractor to clear the railway track from the obstacle(s) so that wagon loading can continue without interruption.
- 3.3.31 In case the stacking area or the railway tracks are flooded with rain water or otherwise, it shall be the responsibility of the contractor to clear off the water by using mechanical means viz., pumps at his own cost within the shortest possible time so that operations including unloading, stacking of the cargo and wagon loading can be continued without any interruption. It is advised to go for high stacking of the cargo at the stacking area to minimize the base area of the stack so that the cargo are least affected by the accumulated water, etc. The stacks shall be accessible for loading and care must be taken to see that adequate space is provided for the movement of the loading equipment like Bulldozer, front-end loaders, Poclains etc.
- 3.3.32 The contractor shall clean the wagons before loading and shall avoid loading of foreign material into the wagons at any point of time. In case such cargo is found loaded in the wagons at any point of time, all costs and other expenses incurred in this process shall be solely to contractor's account.

- 3.3.33 The contractor shall have to under-take moisture testing of the wagon-loaded cargo as per standard norms & instructions of the company. The test report is to be submitted in MMTC office along-with other related document of the dispatched rake.
- 3.3.34 No extra payment, towards any cost shall be made in respect of the jobs listed under 3.24 to 3.32.
- 3.3.35 Whenever materials are loaded from high stacks, after loading the cargo into wagons, stack height should be trimmed to reduce the height of the stacks to the satisfaction of port authority. In case the contractor fails to do so, MMTC will deploy equipment from other sources to complete the job and recover this cost from the running bill/ security deposit of the contractor.
- 3.3.36 Whenever stocks get reduced, the contractor should make arrangement for scrapping, and collection of cargo at his own cost. In case the contractor fails to do so, MMTC will deploy equipment from other sources to complete the job and recover this cost from the running bill/security deposit of the contractor.
- 3.3.37 The contractor shall undertake the work as per Port, Dock Safety rules /regulations, Orissa State Pollution Control/Central Pollution Control Rules/Laws for Air/Water, Labour Laws, Provident Fund Rules etc. and shall be responsible for fulfilling all requirements of such authorities including obtaining necessary clearances/permissions for the work.

3. 4.0 SUBMISSION OF REPORTS & RETURNS:

- 3.4.1 The contractor shall furnish various reports/statements/returns by Fax, E-mail etc. as prescribed by the company from time to time. The Successful Tenderer/Contractor shall report the day to day activities to the following:

Report over phone to Manager and Executive I/c. for operation at 7.00 am.

Submission of daily reports to Manager and Executive I/c. of Bhubaneswar / Paradip's office at 09.00 a.m.

E-mailing the dispatch/under loading/indent positions to MMTC at 09.15 hrs, with a copy to Manager and Executive I/c. of MMTC , Paradip. Required E-mail Ids are to be collected/confirmed from MMTC , Paradip Office from time to time. Necessary Infrastructure towards this, the contractor has to be equipped with.

Submission of Daily returns & reports, Rake-wise Moisture-Analysis Report, Dispatch Advice, Detail of wagons of special COAL (fax/e-mail), etc. duly signed by all concerned to the MMTC Bhubaneswar / Paradip Office by 09.30 a.m.

Any other report as and when required shall be made known to the contractor and the same shall have to be submitted on time which shall be treated as part of contractor's job.

- 3.4.2 The contractor shall understand port working condition thoroughly before submitting quotation. In case port/ MMTC asks the contractor to work on overtime, the same shall be complied with without any extra payment. Such instructions shall be given only verbally/over phone. In case the same is not complied with, penalty shall be imposed for loss of time as per penalty clause no.3.8.0 of Terms and Conditions of Contract.

3.5.0 LIABILITIES OF THE CONTRACTOR:

- 3.5.1 The cost of any materials belonging to the company, if lost, by the contractor or any damage caused to such materials while in his care and custody, will be recovered from the contractor. The contractor shall make necessary arrangement within/outside port premises at his own cost with due permission from Port authorities to ensure safety and security of the material. In the event of any loss/ damage to cargo, the recovery shall be made from the contractor as assessed by the Manager, which shall be final and binding on the contractor.
- 3.5.2 The Contractor's personnel are liable to be searched for security reasons while entering/leaving or during their presence inside port premises. In case of loss/damage caused to port's/MMTC's property, the contractor shall be liable to pay the same to port/MMTC or else it would be recovered from the bills of the contractor.
- 3.5.3 The contractor shall fully indemnify the company, against all claims for damages and demands preferred against the company by third parties in respect of injuries and/or death caused to third party and also for loss or damage to company's or third party's properties caused by vehicles/trucks/mechanical appliances employed by the contractor and/or by his employees. The company shall be entitled to recover from the Security Deposit or the bills of the contractor, any such amount, which may be decreed against the company for such damage or injuries, and in respect of company's properties, such amount as may be determined by the Manager,MMTC ,Bhubaneswar.
- 3.5.4 The contractor shall discharge and abide by all instructions and directions issued to him by the Manager, Bhubaneswar or his authorized representative in respect of the execution of the contract.
- 3.5.5 The fines and penalties, if any, imposed on company and/or contractor due to contractor's infringement or non-observance of or non-compliance with the rules framed by Government (Central or State), Local/Statutory Bodies, shall be borne by the contractor.
- 3.5.6 The contractor shall be solely responsible for any injury/damage that may be caused to his personnel, equipment etc. employed by him and/to any rolling stock/property of the railway/ property of port/ property of the company or any injury/death caused to the visitors/customers/employees of the company/port etc. The contractor shall provide full medical treatment to his staff and labour. In case of accidents on duty, the company shall in no manner be liable to the contractor or any member of his staffer any other person for injuries or death caused due to accidents either within or outside the working premises in the course of work and/or arising out of work. The contractor shall be responsible for such contingencies and will make good all claims for compensation, claimed by his labour or staff or as decided by appropriate authority/tribunal or other involved persons and discharge all his obligations, as the case may be, under Workmen's Compensation Act and other relevant laws of the land. He shall also, indemnify the company and discharge all sums that may be awarded in respect of claims for compensation arising out of consequent to any staff or labour working under him or any other involved persons pursuant to the provisions of the Workmen Compensation Act (VIII of 1923 and XV of 1933) or any subsequent modification or amendment to the act thereof. All costs incurred in connection with any such claim should be made good by the contractor and the company reserves the right to pay in the first instance such amount of compensation that is payable under the said

act and to recover the amount paid from the contractor by deduction from his bills, security deposits or otherwise.

- 3.5.7 The contractor shall obtain third party insurance (group insurance) for the purpose of compensating any person(s) for any injury, death, partial/total disability that any person/persons may suffer during handling operations within the premises of the stacking plots (working premises). It shall be the responsibility of the contractor to ensure that payments of insurance premium are made regularly and to keep the policies valid during the period of contract. However, the contractor will continue to be bound by the provisions of the workmen's compensation act and/other statutes relating to this, as may be applicable and the above insurance shall in no manner whatsoever dilute his statutory responsibilities/obligations.
- 3.5.8 The contractor shall carry out, perform and observe and comply with all the statutory provisions and Rules framed there under and Notifications of the relevant Labour Laws as applicable. The contractor shall also indemnify the company against any loss, damages or liabilities as may arise for non-observance/non-compliance of the same by the contractor. The company reserves the right to recover any amount from the contractor by deduction from his bills, security deposit.
- 3.5.9 In the event of any amount being adjusted against the security deposit, the contractor shall immediately thereafter make good the amount so adjusted and on the contractor's failure to do so, within the time prescribed by the company, the company shall have the option to terminate the contract.
- 3.5.10 Whenever the contract expires and/or is terminated, the contractor shall be required to pay to his labourer's retrenchment benefits in terms of clauses 25(F) of the Industrial Dispute Act, 1947 and submit necessary documents towards such payment to the company in support of the same. Any deposit that may be lying with the company to his credit is liable to be utilized for such purpose if he fails to make such payments. His final payment is also liable to be withheld till such time all the above requirements are met by him in full.

3.6.1 SERVICE TAX/GST:

The rates to be quoted by the Tenderers shall be exclusive of Service Tax/GST at the rates applicable from time to time, shall be payable to the Contractor subject to compliance of under mentioned conditions: -

(i) Every bill of the Contractor shall show the following -

(a) Service Tax/GST Registration No. (in the state of Odisha) of the Contractor.

(b) Element of Service Tax and Education Cess separately in addition to the charges, if any.

(ii) The payment against first bill shall be released on fulfillment of above conditions. However for clearance of subsequent running bills apart from fulfilling the above conditions, the Contractor shall have to submit the proof of deposit of GST / Service Tax to the department in respect of cleared bill of immediate previous month. However, before release of payment of GST/ Service Tax of the final bill, the

Contractor shall also deposit the GST/ Service Tax for final bill and shall submit the proof of payment to MMTC for getting reimbursement.

Service Tax/GST shall be paid if such tax is payable on this service as per prevailing rules of statutory authority.

Besides, the rates quoted shall also be inclusive of the cost of discharging all the general duties for performing the work efficiently.

The contractor shall give the Bank details in which the e-payment will be made.

3.7.0 PERMISSIBLE SHORTAGE AND PAYMENT OF BILLS:

- 3.7.1 Existing stock of coal at Paradip on the date of closure of previous contract, if any, in the books of the company has to be taken over by the new contractor and no claim regarding shortage in this regard will be acceptable,
- 3.7.2 During the entire course of handling operations, from the time of discharge of cargo from the vessel till finally loading into Railway wagons and securing RRs from port railway, the entire cargo is deemed to be in the care and custody of the contractor and the contractor is liable for correct accounting thereof. For the purpose of taking in to account receipt of material, draft survey weight at disport shall be final. For dispatch, the appropriate basis would be (a) for rakes that get weighed at In-Motion-Weighbridge (IMWB) of E. Co. Railway actual weight (reflected in RR) would be final, (b) for the rakes which are not weighed due to exigencies the RR Weight of the wagons will be accounted for.
- 3.7.3 **The total permissible shortage for the entire operation from receipt of coal (BL quantity) till dispatches from Paradip to the NINI/plants or other destination (Cumulative RR quantity pertaining to particular vessel) in respect of imported COAL shall be 1%. The permissible shortage will be calculated based upon the BL quantity for each vessel. In case shortage is more than the permissible limit as indicated above, entire cost of cargo beyond shortage limit shall be recovered from the contractor.**
- 3.7.4 The "Payable Weight" is 99% of BL quantity of cargo discharged from the Vessel, or cumulative figure of all the RR quantities of corresponding vessel whichever is lower.
- 3.7.5 The vessel wise bills for handling charges shall be prepared by the Contractor in triplicate on the basis of the annexed Schedule of Rates for the actual operations performed and in the manner prescribed by MMTC. The bill shall be submitted vessel wise after completion of discharge/dispatch against particular vessel. MMTC shall endeavor to release payment within 15 days of receipt each bill along with the requisite documents as follows.

(i) For Stevedoring, Shore Clearance, Intra Port Transportation & Stacking of Cargo charges:

100% stevedoring, Shore Clearance, Intra Port Transportation & Stacking of Cargo charges shall be paid after completion of stevedoring operation duly approved by Draft Survey Report and "NO DAMAGE CERTIFICATE" from the Master of the vessel in original and laytime calculation sheet, the payment shall be made for the Payable Weight i.e. 99.00% of Draft Survey weight of cargo discharged from the vessel.

(ii) **For Wagon Loading:** 100% of wagon loading charges shall be paid for the "Payable Weight" as per clause no.3.7.4, on completion of dispatch of material of each vessel from the port, supplemented with all RR copies, undertaking as mentioned in Clause no.3.8.5 .

3.7.6 MMTC will withhold 10% of bill amount against each vessel submitted during the month for fulfillment of Provident Fund (PF) formalities. The retained 10% of bill amount will be released once proof of payment of PF dues for previous month are submitted to the Company. Else on submission of proof of PF deposit for the running / last month, the entire bill amount shall be paid to the contractor.

3.8.0 **PENALTY CLAUSE:**

3.8.1 In case of failure on part of the contractor to achieve and maintain the Discharge rate as per clause **2.6.0 of Instructions to Tenderers (Chapter-II)**, the following shall be the applicable penalty:

- (i) If port charges any penalty for not achieving discharge rate, such penalty in actual shall be recovered from the Contractor.
- (ii) If the vessel is on demurrage mode, the amount of demurrage for the time lost due to less discharge shall be to the account of the contractor. The same shall be recovered from the contractor at the rate of demurrage of corresponding charter Party. The exchange rate shall be the exchange rate of demurrage payment by the company.
- (iii) For calculating time consumed by contractor, loss of time on account of rain/fog crane grab repair (wherever the crane/grab provided other than the contractor) shifting of vessel etc. for which contractor cannot be held responsible, will be deducted from total time used by the contractor.

While evaluating the performance, loss of time not attributed to the contractor will be given due consideration.

3.8.2 **SAMPLE CALCULATION OF PENALTY FOR ABOVE CLAUSE 3.8.1:**

Penalty is imposed on contractor in following manner.

Quantity Discharged: say 70,000 MT

Guaranteed Discharge rate: 14,000 MT per day (Say for example as per clause 2.6.0 of Chapter- II Instructions to Tenderers)

Demurrage rate: \$ 10000/ per Day (Say for example)

Time allowed: $700000 / 14,000 = 5$ days

Time used (net off delays other than stevedore account): say 5.5 days

[Average discharge rate achieved: $70000 / 5.5 = 12727.27$ MT/ day]

Time Lost: $5.5 - 5.0 = 0.5$ days

Penalty to be imposed on stevedore qualifies equivalent to:

Vessel in Demurrage Mode: Penalty amount: $\$ 10000 \times 0.5 = \$ 5000/-$

The exchange rate shall be the exchange rate at which company shall settle the Demurrage of the vessel.

All the above penalties shall be applicable for the delayed time after berthing of the vessel at port.

3.8.3 Trimming of cargo inside the vessel holds, if required, shall have to be carried out to

the satisfaction of the Master of the vessel using mechanical means like Poclain, etc. In case trimming is not done by mechanical means, then 10% of stevedoring bill will be deducted as penalty.

3.8.4 Any time lost due to stoppage of work by Port Authorities/MMTC official because of non- clearance of cargo from shore either due to inadequate equipment/dumpers or for any other reasons which is attributed to contractor, shall be to the account of contractor. Such time loss/ delays shall be treated as loss to the company and the company reserve, the right to recover the cost of the vessel's holding time (i.e. equivalent amount at the demurrage rate of relevant Charter Party) from the contractor. In case Port authority imposes any penalty for non-clearance of cargo or not adhering operational norms set by Port authorities, such penalty amount shall be recovered from the contractor

3.8.5 In case the contractor fails to trim the wagon-loaded coal properly and/or doesn't spray lime on the trimmed coal and/or doesn't paste posters properly a penalty of Rs. 100/- per wagon would be levied. The contractor has to furnish undertaking for each rake for compliance of above activities to MMTC , Paradip Office along with wagon loading bill(s).

3.9.0 **OTHER PENALTY:**

3.9.1 Over time working: The contractor may be asked to work over time during discharge of cargo from vessel without any additional cost to MMTC towards labour cost, etc. Instruction for this will be given by MMTC official over phone/in writing as the case may be. In case the contractor refuses to work over time, the same will be treated as loss to MMTC and recovery will be made as above.

3.9.2 In case of any complaint from NINL Plant or other Point of Discharge about mixing of foreign materials with the cargo, company reserves the right to recover the costs for all losses suffered by the company in this regard.

3.9.3 If the Successful Tenderer/Contractor fails to do water sprinkling, as and when required, to the satisfaction of the Port Trust, the company shall entrust the job to other agencies. No claim from the contractor in such instances will be entertained. In the event of such an instance, any additional costs incurred by the company will be recovered from the contractor.

3.10.0 **TENURE OF CONTRACT:**

3.10.1 **The tenure of the contract shall be for a period of 1 (One) years from the effective date, which will be the date of commencement of the work as mentioned in the Work Order/Agreement. The company shall have right to extend the contract period by 12 (Twelve) months on the same terms and conditions and contractor shall be bound to carry out the work during period of extension without any reservation. Any extension beyond twenty four months, the same shall be extended on mutual consent for a period of another 12 month s only with extension of PBG.**

3.10.2 The company shall have the right to terminate the contract at any time during the currency of the contract (both during initial period and extended period) by giving 60 days notice in writing without assigning any reason whatsoever and without payment of any compensation.

3.10.3 In the event of contractor's failure to discharge duties/contractual obligation strictly in the manner stipulated in the contract, the Company shall have right to terminate the contract after giving 15 days notice and can forfeit Security Deposit and PG bond in

addition to recovery of statutory dues. The decision of the company as to failure of the contractor to discharge his/her obligations strictly under the Contract shall be final and binding up on the Contractor.

3.11.0 GENERAL:

- 3.11.1 Notwithstanding anything contained hereto before, if MMTC considers it necessary to award the work to more than one contractor simultaneously it may, reduce the amount of Security Deposit proportionately. The decision of MMTC in this regard shall be final and binding on the contractor.
- 3.11.2 The Security Deposit is liable to be forfeited or appropriated towards any loss that maybe sustained by the company as a result of any act or omission on the part of the contractor. The decision of MMTC is final in this regard.
- 3.11.3 No claim shall lie against the company for any depreciation in the value of any investment in which the Security Deposit or any portion thereof may be invested. No interest shall be payable on such deposits.
- 3.11.4 In the event of any breach of any of the terms and conditions of the contract, the company shall have (without prejudice to the other rights and remedies) the rights (i) to suspend further allocation of work to the contractor and (ii) to forfeit the Security Deposit furnished by the contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due for any damages, losses, charges, expenses of posts that may be suffered or incurred by the company due to contractor's negligence or unsatisfactory performance of any services under the contract. The decision of the Manager in respect of such damages, losses, charges, costs or expenses shall be final and binding on the contractor.
- 3.11.5 In the event of the Security Deposit being insufficient or if the Security has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum which is due or which at any time thereafter may become due to the contractor under this or any other contract with the company. Should the sum also be not sufficient to cover the full amount recoverable, contractor shall pay to the company on demand the remaining balance due.
- 3.11.6 Whenever the Security Deposit falls short of the specified amount the contractor shall make good this deficit so that the total amount of Security Deposit shall not at any time be less than such specified amount.
- 3.11.7 The Security Deposit will be returned on due and satisfactory performance of the work and on completion of all obligation by the Contractor under this contract. However no interest shall be paid on the Security Deposit.

3.12.0 BANNING OF BUSINESS DEALINGS:

- 3.12.1 MMTC reserves its right to remove the contractor from the list of approved handling contractors/or to ban business dealings if the contractor is found to have committed misconduct as also to suspend business dealings pending investigations. Further, in case the contractor, his partner, member, servant, labour, agent, representative and/or any person working for and on behalf of the contractor is found involved in any unauthorized, or wrongful removal of cargo, or in any attempt for such removal, this shall amount to breach of contract as well as misconduct caused by the contractor and company shall be entitled to forfeit the entire security deposit and any other amounts, money or material that may be lying with MMTC at the risk and cost of the contractor in addition to banning of the business dealings as mentioned above.

- 3.12.2 The contractor shall be further liable for all the losses that might be caused to MMTC on account of any of the breach of contract and/or misconduct as stated above.
- 3.12.3 The decision of the Competent Authority of MMTC Ltd., will be final and binding on the contractor on all such cases.
- 3.12.4 Notwithstanding anything contained in clause 3.10.0 of the Terms and Conditions of contract, the Company shall reserve its right to terminate/short-close the contract summarily in case on inquiry it is found that the contractor has committed misconduct/malpractice in connection with the present contract. In that event, the company shall reserve its right to suspend business dealings in relation to other contracts also.
- 3.12.5 In case it is found on inquiry that the contractor has committed malpractice/misconduct, the company shall have the right to suspend business dealings forthwith and as a result the contract shall stand terminated/short-closed with immediate effect.

3.13.0 ASSIGNMENT AND SUB-LETTING:

- 3.13.1. The contractor shall not assign or transfer the contract or any part thereof or any benefit or interest therein or there under (other than a charge in favour of the contractor's Bankers of any money due to or become due under this contract) without the prior written consent of the Company.
- 3.13.2. The contractor shall not sublet the whole or part of the work where otherwise provided by the contract and even then only with prior written consent of the Company and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub contractor, his agent, servants or workmen, as fully as if they were the acts, defaults neglects of the contractor, his agent, servants or workmen.
- 3.13.3. In the event of the contractor contravening the above conditions the Company shall be entitled to place the contract elsewhere on the contractor's account and at his risk and the contractor shall be liable for any loss or damage which the Company may sustain in consequences or arising out of such placing of the contract.

3.14.0 ARBITRATION:

In case of any dispute or difference between the Management and the party with regard to any matter including interpretation or implementation of any of the above Clause, the same shall be referred to the arbitrator to arbitrate as per provisions of Arbitration and Conciliation Act, 1996 and the decision of the arbitrator shall be binding upon the parties .

ADDITIONS: Sole Arbitration clause '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 the General Manager of MMTC Ltd., Bhubaneswar. The provisions of Arbitration & Conciliation Act, 1996 shall apply to such arbitration proceedings.

- 3.14.1 Work/supply under the contract shall be continued by the Contractor or /Supplier under the contract and pending Conciliation/Arbitration proceedings and recourse

to Conciliating/ Arbitration shall not be bar to continue with the work/supply.

3.15.0 WAIVER

Failure to enforce any or all the condition(s), herein contained shall not operate as waiver of the condition itself in any subsequent breach thereof.

3.16.0 NOTICE ETC.

Same as otherwise provided, all notices issued and action to be taken for and on contract of the company, shall be issued or taken on his behalf by the Manager of the Company or his authorized representatives. The contractor shall furnish to MMTC the name, designation and address of his authorized representative and all complaints, notices, communications and references shall be deemed to have duly served to the contractor, if delivered to him or his office or his authorized representative or left at or posted at the addresses so given. He shall be deemed to have been so given the case of posting on the day on which they would reach such address in the ordinary cover of post or on the day on which they were delivered or left.

SCHEDULE OF RATES**NIT NO: MMTC/BBSR/STV-CHA/ IC /2017-18 DATED:17/11/2017****DUE DATE: 08/12/2017(by 15.00 Hrs), TENDER OPENING DATE & TIME: 17.11.2017 at 16.00 Hrs.****Sub.: Tender for Stevedoring, Shore Clearance, Transportation, Stacking and Wagon Loading of Imported Coal at Paradip Port and Customs House Agency for one year.**

Item No.	Description of work	Rate
1	Stevedoring including cost of labour, gear etc., for discharging of cargo including trimming of Cargo inside the hatches, cleaning of Hatches/Deck spilled/stuck up cargo etc., complete to the satisfaction of the Master of the vessel including obtaining of No Damage Certificate from the Master of the vessel etc. a) Using vessel crane/grab b) Using shore crane/grab including Harbour Mobile Crane or any latest shore handling facility available at Port to be hired by stevedore. c) If MMTC engages the Harbour Mobile Crane or any latest shore handling facility available at port.	Rs.....Per MT (in words.....) Rs.....Per MT (in words.....) Rs.....Per MT (in words.....)
2	Collection and loading of cargo into dumpers for movement to stacking area from the discharge Point on the wharf, Intra-port transportation including collection of spillage cargo en-route and unloading at the nominated Yard within PPT area, Stacking of cargo at the nominated yard / area including High stacking using equipments as per directions.	Rs.....Per MT (in words.....)
3	Transportation from non siding plot to the siding for loading	Rs.....Per MT (in words.....)
4	Loading of railway wagons upto the stipulated limits as required by the company/as per railway rules, after closing and securing of wagon doors including placement of indents, filing of forwarding notes, securing and handing over of railway receipts to the company, inspection and cleaning of wagons from foreign materials before commencement of loading, cleaning of railway tracks, levelling and trimming of cargo, printing and pasting of lables/posters etc.	Rs.....Per MT (in words.....)
5	Customs House Agency fee for Custom documentation &	Rs.....Per MT

	clearance through manual / EDI system preparation of Bill(s) Entry, including supplementary Bills of Entry, appraisement / assessment and clearance of the B/E from Customs House, Paradip after 'passout' / 'out of charge')	(in words.....)
6	Covering of loaded wagons with Low density Polythene (LDPE) Sheets (min. 100 Microns) including supply, securing of LDP sheets, Providing rope etc. to prevent spillage of cargo, including removal of LDPE sheets at NINL siding or other destination within 1 hour of arrival of rake and taking back for re-use. If demurrage is applicable on the rake for more than allotted time for unloading at discharge point, the excess time consumed for removal of LDPE sheets shall be to contractor's account.	Rs.....Per MT (in words.....)
7	Loading of cargo into trucks, levelling as per requirement	Rs.....Per MT (in words.....)
8	Protecting / tarpaulin Cover per month per MT of average stock during the month. The formula for average month stock shall be (opening stock on 1 st day of the month plus closing stock on last day of the month)/2 .	Rs.....Per MT (in words.....)

NOTE:

- 1) Stevedoring includes deployment of labour, trimming of cargo by using poclain, etc. inside the hatch/clearing rib cargo (Item no.1 of operations indicated above). In case MMTC engages any latest facility of Shore Handling available at Port, all other operation of Stevedoring except discharging of Cargo shall be done by the Contractor.
- 2) Shore clearance, stacking includes high stacking, trimming of cargo from high stacks, scrapping/digging of embedded cargo also (Item No. 2 of operations indicated above).
- 3) Wagon loading includes indenting of wagons, arrange placement of rakes, cleaning of wagons, securing the wagons, taking samples from each wagon as per standard norms for moisture analysis, trimming of wagons after loading, pasting the wagons with printed label, arranging payment of railway freight (freight will be paid by Consignee) and obtaining Railway Receipt and submit the same to Consignee (Item No. 4 of operations indicated above).
- 4) The sprinkling of water shall be done to the satisfaction of the company as well as Port authorities. This will be part of the entire job.
- 5) Photograph of all rakes/wagons have to be taken by the contractor as per instruction of Company from time to time. This shall be the part of jobs under Item No.4.
- 6) Covering of LDPE sheets on the loaded Railway wagons shall be carried out by contractor at NINL's option.
- 7) The Tenderers are required to quote against all the items of Schedule of Rates.

- 8) The rates quoted above exclude any/all taxes imposed by Government.
- 9) No guarantee is given by MMTC as to any definite volume of work that may be entrusted to the contractor during the period of Contract /LOI and/or any point of time and MMTC does not accept any liability on this score.
- 10) All overtime payments to port/customs, customs duty, port charges for cargo / ground rent/siding & haulage will be paid by MMTC.
- 11) In case MMTC decides to apportion the work to more than one contractor, the work may be distributed vessel-wise and decision of MMTC will be final.
- 12) In case cargo discharged by the vessel, the contractor will undertake the work from the shore.

13) CALCULATION OF LOWEST RATE OF TENDER (L-1)

The lowest rate of the tender will be arrived at by using the formula given below for rates quoted in Schedule of Rates:

Lowest Rate (L-1) = Rates against [Item No. 1 + Item No.2 + Item No.4 + Item No.5]

Rates quoted against Item Nos. 3, 6, 7 & 8 shall not be considered for evaluation of L-1 Tenderer, but if required these rates obtained; are subject to negotiation with L-1 Tenderer only.

The evaluation of the tender shall be made in line with the guidelines provided against Clause No.2.10 of Instruction to Tenderers.

(SIGNATURE OF TENDERER WITH DATE AND STAMP)

(Format of Agreement)

(In NON Judicial stamp paper)

DRAFT AGREEMENT FOR STEVEDORING, SHORE CLEARANCE, TRANSPORTATION, STACKING AND WAGON LOADING OF IMPORTED COAL AT PARADIP CUSTOMS HOUSE AGENT.

THIS AGREEMENT made on this day of, 2017 between MMTC Limited, a Public Enterprises incorporated under the Companies Act, 1956 having its registered office at SCOPE Complex, Core 1, ,7, Lodi Road, New Delhi-110003 and also having the Regional Office at Alok Bharati Complex, 7th Floor, Sahid Nagar , Bhubaneswar -751007 and Sub-Regional Office at MMTC Housing Complex, Madhuban,Paradip referred to hereinafter as the "Company" (which expression shall where the subject or the context so requires or admits, include its successors and assigns) of the ONE PART and M/s.....a registered proprietary firm (as the case may be) having its registered office at referred to hereinafter as the "Contractor" (which expression shall, where the subject or the context so requires or admits include its successors and assigns) of the OTHER PART.

WHEREAS pursuant to the Company's advertisement inviting tenders for carrying out stevedoring, shore clearance, transportation, stacking and wagon loading of imported COAL at its nominated plots at P.O.....Ps.....district of.....in the State of Orissa at Paradip Port and as Custom House Agent , the contractor above named submitted its tender on.....,

AND WHEREAS the Company accepted the tender and awarded the work under the Contract vide its letter no. :..... dated:

AND WHEREAS it was considered necessary and expedient to incorporate the terms of the Agreement in an instrument in writing.

AND WHEREAS the Contractor, pursuant to the terms of the Contract has already made the full security deposit of Rs.....(Rupees..... lakhs) only.

NOW THESE PRESENT WITNESSETH and it is hereby agreed to and declared by and between parties hereto as follows:-

1. In consideration of the payments to be made by the Company in terms of the contract, the Contractor covenants and agrees with the Company to undertake the jobs of stevedoring, shore clearance, transportation, stacking providing security and wagon loading of imported COAL at its nominated plots at Paradip Port and as Customs House Agent on the terms and conditions as also in the manner required and the contractor agrees to do and conform strictly all such acts, works or jobs as are mentioned in the various Annexures referred to hereunder.
2. The various annexures set out below and hereto annexed marked as Annexure -- to — mentioned hereunder shall constitute the contract for the purpose of construction, interpretation and effect thereof.

(a) Annexure – 1	Contractor's letter dated.....			
(b) Annexure – 2	Notice Inviting Tender			
(c) Annexure – 3	Instructions to Tenderers			
(d) Annexure – 4	Terms	&	Conditions	of Contract
(e) Annexure – 5	Schedule of Rates			

(g) Annexure – 6	List of Equipment
(h) Annexure - 7	Proof of Registration from Statutory Authority under Employees Provident Fund Act, 1952
(i) Annexure - 8	Licence under the Contract Labour (Regulation& Abolition) Act 1970
(j) Annexure - 9	Letter of Intent
(k) Annexure - 10	Letter of compliance of post contract formalities as per tender terms
(j) Annexure- 11	Company's letter No.....dated.....awarding the contract.

3. In consideration of the due performance, execution and completion of the work strictly in terms of this agreement, the Company covenants and agrees to pay to the contractor such sum or sums as may become payable to the contractor as the agreed rates as borne out by the documents enumerated in paragraph 2(two) above.
4. The agreement shall be effective from.....and shall remain in force for a period of one years unless terminated earlier by the Company in terms of the provisions as contained in the terms and conditions of the Contract. And may be extended as per clause 3.10.0 Tenure in Chapter- III.
5. It is agreed and declared by the parties hereto that there is no other agreement between the parties in respect of anything said or done in connection with the said contract apart from those as are contained in these presents and the annexure referred to herein.
6. No modification or amendment of this contract shall be valid and binding upon the parties unless the same are made in writing and are signed by both the parties and termed as an 'AMENDMENT' to the Contract.
7. In case of any conflict between the terms and conditions contained in the contract documents, the provisions contained herein shall prevail over those contained in the documents referred to in para 2 above.

IN WITNESS WHEREOF the parties hereto have executed these present on the day, month and year above written at.....(Bhubaneswar)

Signed, sealed and delivered for & on behalf of Company

For MMTC Limited

(Name & Desg.)

Above named in presence of Witness (signature, Name and Address)

1)

2)

Signed, sealed and delivered for & on behalf of M/s. the Contractor

Named-above in the presence of Witness (signature, Name and Address)

1)

2)

ANNEXURE- III

12. This Guarantee is governed by the Laws of India and comes into force forthwith.
13. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.
14. All claims under this Guarantee is payable at local Branch of Bank at Bhubaneswar.
15. The bank Guarantee is subject to Uniform Rules for Demand Guarantees 758 (URDG758).

SIGNED/ISSUED at AND DELIVERED THISDAY OF2017

**Yours faithfully,
For & on behalf of....
(Bank)
address**

(BANKER'S SEAL)

Fraud Prevention Policy & Holiday- Listing

A) 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 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 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 on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s)/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 of the amount equivalent Performance Bank Guarantee.

B) Holiday- Listing

“Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of Page 6 of 20 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 tender/auction/e-auction/e-sale/sale/purchase commits himself to take all measured 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 necessary 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)/Vender(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 form 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)/Vender(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 that 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 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 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 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 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/Contractor)
(Official Seal)

Place:.....

Date :.....

Witness 1.....

Name :

Address:

Witness 2.....

Name :

Address: