



Regional Office : Alok Bharati Complex, 7th floor, Sahid Nagar, Bhubaneswar-751007  
Phone : (0674) 2546848,2541747 Fax :(0674) 2546847,  
E-Mail: [mmtcbsr@mmtclimited.com](mailto:mmtcbsr@mmtclimited.com), Web: [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in)

**NIT NO:MMTC/BBSR/STV/COKINGCOAL/2020-21 DATED: 17/07/2020**

**NOTICE INVITING TENDER FOR LOADING, HANDLING, STEVEDORING AND CHA  
WORKS FOR EXPORT/SALE/COASTAL MOVEMENT OF COKING COAL THROUGH  
SHIPMENT AT PARADIP PORT, ODISHA FOR F/Y. 2020-21**

MMTC invites two bid open tender from interested service provider against Tender for Loading, Stevedoring and Handling of the coking coal at Paradip Port. The last date of submission of tender is **1500 hrs on 24th July, 2020.**

The complete details of the tender are available at MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com), Govt. website <https://eprocure.gov.in>. Corrigendum issued, if any, shall be hoisted on websites only as mentioned above.

**Chief Manager (Min)  
MMTC Ltd, Bhubaneswar**

**NIT NO : MMTC/BBSR/STV/COKINGCOAL/2020-21 DATED: 17/07/2020**  
**DUE DATE: 24.07.2020(by 15.00 Hrs)**

**NOTICE INVITING TENDER FOR LOADING, HANDLING, STEVEDORING AND CHA WORKS FOR EXPORT/SALE/COASTAL MOVEMENT OF COKING COAL THROUGH SHIPMENT AT PARADIP PORT, ODISHA FOR F/Y. 2020-21**

MMTC Limited, A Government of India Enterprises , Regional Office at Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar -751007, Odisha (herein after called the Principal/Owner) invites Sealed open Tender in two bid system for Loading, Handling, Stevedoring & CHA works for Coking Coal Sale/Export/coastal movement from Paradip Port on the terms and conditions mentioned.

The Indian Bidder(s) are required to submit their sealed tender in physical form on or before 24.07.2020 by 15.00 Hrs in the Mineral Section, MMTC Limited, Bhubaneswar. The offer(s) is / are required to be submitted in two separate sealed envelopes i.e. one for Technical Bid duly signed in each page containing documents mentioned as herein along with EMD and Second envelope for Price Bid containing only Price per MT (all inclusive) in INR for rates quoted. The entire information including technical bid and price bid should be type written/down loaded from websites ( [www.mmtclimited.com](http://www.mmtclimited.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in) ). Any deviation from above in submission of bids, will lead to rejection of the bid straightway. The technical bid will be opened on 24.07.2020at 15.00 Hrs and Price bid of technically qualified bidders will be opened subsequently. Both the technical bid and price bid will be opened on scheduled time at the office of MMTC Limited, Bhubaneswar. The Authorised Representatives of the bidders is required to carry authority letter from the Competent Authority of the Bidder may witness the process, if desired so.

**Eligibility Criteria :**

1. Bidder should have a valid Customs House Agent (CHA) License issued by Custom Office under Paradip jurisdiction and valid Stevedoring License, Permit for Labours/Workers engagement issued by Paradip Port Trust (PPT) or letters from PPT/Customs, Paradip jurisdiction in case of the Licenses being under renewal for consideration in their own name at Paradip Port w.e.f. 01.07.2020 onwards or prior to that, for handling/loading/ unloading/stevedoring and transportation of bulk (non-containerised) cargo like Coking Coal, Iron-ore, coal minerals cargo etc.
2. The bidders should have experience (for bulk/dry-bulk/break-bulk) in handling/stevedoring for non-containerised cargo of at least One (1) year in PPT and any other Indian Ports in the recent past 3 financial years and handled cargo to the tune of at 1.00Lakh MT in the three financial year, for which the Port Authority(ies) to certify.
3. Bidder should have an establishment/infrastructure/equipment of own or tie up at Paradip Port to carry out the said operation.
4. The bidder should have valid EPF, ESI, Service Tax Registration Number (documentary proof to be enclosed) issued by concerned Authorities.
5. The bidder should enclose copy of Permanent Account Number (PAN) issued by the Income Tax authorities in the name of tendering firm.

6. The bidder must own/hire required equipments/machines, manpower etc for carrying out the works and submit details thereof.
7. Bidder should produce solvency/bank reference certificate for a minimum amount of Rs. 1.00 crores from their authorized bank. Audited Balance Sheets and Profit and Loss statement for last three years to be submitted along with the bid.
8. Bidder has to submit the information, declarations & other documents as per this tender

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

1. Terms & Conditions at along-with other pages of tender duly signed and stamped.
2. Annexure-II & Annexure-III duly signed and stamped.
3. Self Certified Copies of valid certificate/License/Permit with reference to clearing, Handling, Forwarding and Stevedoring Operations from PPT, Paradip or, Letters/certifications from PPT, Paradip in case of License being under renewal for consideration in their own name at Paradip Port valid w.e.f. 01.07.2020 onwards or prior to that.
4. Self Certified Copy of valid custom House Agent (CHA) License issued by Custom house, Paradip.
5. Self Certified Copy of Experience Certificate issued by Paradip Port Trust (PPT) Authority or, Any Indian Ports for handling of bulk Coking Coal, Iron-ore, coal, dolomite, minerals etc for bulk handling/stevedoring operations in MT as per Eligibility Criteria (2).
6. Self certified declaration for having the establishment, infrastructure, manpower, equipments/machineries of own or tie up at Paradip Port to carry out the said operation.
7. The non-interest bearing EMD: Rs.1 Lakhs (Rupees One Lakhs) only in shape of DD drawn on any Nationalized Bank favouring MMTC Limited payable at Bhubaneswar, or e-payment to MMTC account as mentioned below:  
Name : MMTC Limited  
Bank :STATE BANK OF INDIA, COMMERCIAL BRANCH, IDCOL,  
BHUBANESWAR  
A/C No. : 10229909115  
IFSC Code : SBIN0006657
8. Self Certified copies of valid PAN No, Service Tax Registration No., EPF, ESI No.
9. Self Certified GSTN Registration certificate along with copies of GST return of last three months(to be submitted in Tender)
10. The solvency/bank reference certificate for a minimum amount of Rs. 1.00 crores from bidder's authorized bank.
11. Self certified copy of Audited balance sheets and Profit & Loss statement for last three (3) years.

**A. Technical Bid: As per details given at Sl. No. 1 to 10 above along with the EMD.**

**B. Price Bid: In Price Bid format as Annexure- I**

The Envelop superscribing **“Techno Commercial Bid: “Part -I, MTC/BBSR/STV/COKINGCOAL/2020-21 DATED: 17/07/2020 FOR NOTICE INVITING TENDER FOR LOADING, HANDLING, STEVEDORING AND CHA WORKS FOR EXPORT/SALE/COASTAL MOVEMENT OF COKING COAL THROUGH SHIPMENT AT PARADIP PORT, ODISHA FOR F/Y. 2020-21”**

The other Envelop superscribing **“Price Bid: Part -II, MMTC/BBSR/STV/COKINGCOAL/2020-21 DATED: 17/07/2020 FOR NOTICE INVITING TENDER FOR LOADING, HANDLING,”**

**STEVEDORING AND CHA WORKS FOR EXPORT/SALE/COASTAL MOVEMENT OF COKING COAL THROUGH SHIPMENT AT PARADIP PORT, ODISHA FOR F/Y. 2020-21**

Both the above envelopes containing Techno Commercial Bid and Price Bid in Part –I & Part-II shall be put in another envelop superscribing “**Tender No. MMTC/BBSR/STV/COKINGCOAL/2020-21 DATED: 17/07/2020 NOTICE INVITING TENDER FOR LOADING, HANDLING, STEVEDORING AND CHA WORKS FOR EXPORT/SALE/COASTAL MOVEMENT OF COKING COAL THROUGH SHIPMENT AT PARADIP PORT, ODISHA FOR F/Y. 2020-21**”

OBJECTIVE: - MMTC intends to appoint Contractor for loading, handling, stevedoring & CHA operations at Paradip port, Odisha for obtaining the necessary services for sale/export/coastal movement of Coking Coal (IN BULK) for a period of one year from 25.07.2020 to 31.03.2021 with the provision of further extension up to one year at the sole discretion of MMTC with same terms and conditions.

**IMPORTANT DATES:**

**Last date of Submission of Tender : 1500 hrs of 24th July 2020**  
**Tender opening : 1600 hrs of 24th July 2020**

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

The Lowest L1 bidder shall be considered for the award of works.

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

Chief Manager

MMTC Limited.,

Bhubaneswar.

DT: 17.07.2020

## **TERMS AND CONDITIONS**

### 1. DEFINITION:

- a. The following terms and expressions, as used hereunder shall have meaning hereunder except where the contract otherwise requires.
- b. “Principal/Owner” shall mean MMTC Limited, having its Registered Office at Scope Complex, Core-1, 7- Institutional Area, Lodi Road, New Delhi, and having its Regional Office at Alok Bharati Complex 7th Floor, Sahid Nagar, Bhubaneswar – 751007, Odisha and shall also include the representatives, their successors and assignees .
- c. “Contractor” shall means M/s. -----having its office at -----  
---- (whose tender is accepted) and shall include his/her/their heirs, executors, administrators, legal representative, successors and assignees approved by the Principal/Owner.
- d. ‘Site’ shall mean the place or places envisaged by the Principal/Owner at which the services are to be performed under the contract.
- e. Cargo/Material shall mean Coking Coal

### 2. SCOPE OF WORK:

The scope envisages the followings (For Bulk Shipment and Rake movement)

- a. Loading of cargo from MMTC Plot into dumpers and transportation to the designated/required wharf for vessel loading.
- b. On board stevedoring, stowing, shoring, securing, sea worthy trim etc of vessels.
- c. Returning the balance cargo after export/sale from jetty to MMTC Plots.
- d. MMTC does not guarantee any quantity to be sold/exported/coastal movement from Paradip Port.
- e. The contractor shall assist MMTC for fulfillment of all statutory norms/rules/acts and guidelines at all the times.

2.1) The Contractor shall be responsible for the quantity of the material taken out from the PPT plots till it is loaded into the vessel. Thus the Contractor shall be responsible for the security of the material while it is in transit from down Port area, during its storage in port area and again during transit from port area to the wharf and till it is loaded into the holds of the vessel (s).

Survey weight of Independent Inspection Agency (IIA) appointed by the Principal/Owner shall be binding on both the parties.

2.2) The Contractor shall keep complete records of tonnage of Coking Coal carried by each trips of the dumper. The Principal/Owner is entitled to carry out physical stock verification at intervals as deems fit.

2.3) The Contractor shall provide necessary lighting and security to the material during movement/transport at Port area

2.4) The Contractor shall keep close liaison with the Steamer Companies/Agents and obtain particulars regarding the arrival of nominated vessels, berthing and loading position, and report to the Principal/Owner, the day to day progress after the vessels arrival. The Contractor shall co-ordinate with the Vessel’s agent and the port authorities for berthing of the vessel.

2.5) The Contractor shall be required to perform all duties, which are bound to under the Customs Act, Port Rules and procedures as amended from time to time.

2.6) The Contractor shall lodge, with the time limits prescribed, all formal notices of claims with customs, Port Trust, Steamer Agent and other concerned authorities in all cases of excess payments, refunds, damages, loss of cargo, etc., as the case may be. The Contractor shall take regular follow up action thereafter till the claims are finally settled.

2.7) The Contractor shall arrange adequate number of transport vehicles, in good running condition, for loading of material from the Port area and transport it to the wharf thus, to ensure loading into the vessel at the rate of 13,000MT (as per PPT instruction/norm whichever is more) PWWDSHINC, 24 HRS( CONSEQUENT) within lay time 5 hatches basis. However the Contractor must adhere to PPT norms in this regard to avoid any complication, from time to time.

2.8) It is the Contractor's responsibility to arrange for adequate labourer to ensure the loading rate.

2.9) The Principal/Owner shall pay an incentive for achievement of higher load rate to the Contractor to the extent or working days saved with respect to the lay time. The rates of incentive shall be half of the rate of dispatch for the respective vessels, The incentive is payable only in case the Principal/Owner earn and receive dispatch from foreign buyer for the working time saved.

In case vessel incurs Demurrages/Detention and Principal/Owner pays the same, the Principal/Owner shall recover the proportionate amount from the Contractor to the extent as derived with respect to the said guaranteed load rate as per clause No. 2.15. The rates of Demurrage shall be as per the Sale Contract with the foreign buyer for the respective vessels. Demurrage, if any, due to pre-berthing delay shall not be on account of Contractor.

2.10) After completion of the shipment, the Contractor shall load the remaining materials at wharf into dumpers, transport the material at the designated area at Port, unload and stack the same.

2.11) The Contractor shall when directed by the Principal/Owner transport the material after weighing at Principal/Owner's weighbridge directly to the designated area.

### 3. CARGO HANDLING TERMS (MANDATORY)

3.1) Possession of necessary licenses from Dock Labour Board, Paradeep/Paradeep Port Trust and other authorities for the stevedoring / handling of the material.

3.2) Arranging necessary gears and labour including D.L.Labour, if any, required for the work at Contractor's cost and expenses.

3.3) Ensuring for each vessel a steady, smooth loading to achieve the guaranteed rate as per clause No. 2.7 within the time. For this purpose responsibility of making arrangements for deploying necessary equipment and labour would entirely rest with the Contractor.

3.4) The Contractor shall carry out necessary stowing, securing operation to the satisfaction of the Master of the Vessel. Unless recordings are adequately made and got endorsed by Vessel Master by the Contractor, to fully protect the Principal/Owner for such loss of time, pro-rata working time if any lost shall not be considered as affecting the guaranteed load rate.

3.5) Contractor shall obtain from the Master of the vessel, a clean certificate that full material has been loaded, stowed, and secured/sea worthy trimmed as directed by the Master of the Vessel to his entire satisfaction.

3.6) Any extra cost due to delay in loading or damage caused to the vessel/cargo/equipment in the course of operations shall be borne by the Contractor.

3.7) The Contractor shall perform the functions of protective Custom house agent and shall be responsible for operations like of shipping bills, filing of entry inward, preparation of daily reports, obtaining clean Mate's receipt in required number of copies, preparation of statement of facts and getting them signed by the Master of the Vessel/Agent/Principal.

3.8) The Contractor will not hypothecate/ pledge or create any lien/charge whatsoever on the cargo received by them on behalf of Principal/Owner.

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

4.1) All the work shall be carried out under the general supervision and the satisfaction of the Principal/Owner and co-ordination.

4.2) The Contractor shall at all time work in co-ordination with the Principal/Owner and it's authorized representatives. In respect of observance of local rules, administrative matters, co-ordination with other Contractors in similar matters, the Contractor and his personnel shall work under the co-ordination of the Principal/Owner.

4.3) The Contractor shall be bound to carry out, perform and observe all the obligations of the Principal/Owner under the various Acts and Rules in force from time to time. The Contractor shall maintain such records as are required under the applicable laws and submit them for scrutiny whenever required to do so to the Principal/Owner or its designated officials.

4.4) The Contractor shall produce all records before Principal/Owner to establish that Contractor has paid all dues to labourer employed by him and make all statutory deposits on the employment of labourers. On production, verification and confirmation, the Principal/Owner shall release final payment due to Contractor.

4.5) The Contractor shall give the list of labourers employed by him and also appoint a supervisor who shall exercise executive control on the deployment of labourers.

4.6) Contractor shall be responsible for payment of wages & gratuity to labourers/workers and deposit of P.F., ESI, etc. due to respective authorities. He shall give details of registration No. proof of payment etc to Principal/Owner on demand.

#### 5. DEDUCTION FROM CONTRACT SUM:

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

demand the remaining balance due, if any.

The handling tolerance of 1% may be allowed on quantity handled.

#### 6. SECURITY DEPOSIT:

The security deposit of Rs. 9 lacs shall be paid by successful bidder to Principal after issuance of LOI within 3 days which shall be returned without any interest after successful performance of the contract. After receipt of the Security deposit the work order/agreement shall be issued/entered.

#### 7. TERMINATION & NOTICE

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

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

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

#### 8. INDEMNITY:

The Contractor undertakes all responsibility for and shall fully indemnify the Principal/Owner and keep the Principal/Owner fully indemnified and harmless, from all liability claims, costs, expenses, taxes and assessment including penalties, punitive damages, attorney's fees and court costs which are or may be required with respect to any breach of the contract or obligations under the assumed responsibility under the contract, including those imposed under any contract, future liability if any, local or national laws or in respect of all salaries, wages or other compensation of all persons employed by the Contractor of his sub-Contractors or suppliers in connection with the performance of any work covered by the Contract. The Contractor shall execute and deliver such other additional instruments, and shall comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the contract and fully protect the Principal/Owner.

#### 9. TAXES:

The Contractor shall bear all statutory dues including taxes, duties, charges or levies that may be assessed, imposed or levied upon the Contractor in connection with the contract. Principal/Owner shall in no way be responsible for such taxes and duties. Any tax Government levies, duties which Principal/Owner requires to deduct by "Law Status", shall be deducted at source. Income tax as applicable shall be deducted from the bills as per Income tax Act and necessary tds certificate shall be provided towards such deduction. GST as applicable shall be paid extra



#### 10. INSURANCE

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

#### 11. CUSTODY, INTIMATION OF SHORTAGE AND DAMAGES ETC.

On receipt of material, the Contractor shall assume & vest custody thereof and remain responsible thereafter until those are handed over to the Principal/Owner. The Contractor, shall whether acting as Principal/Owner's agent or as custodian, is responsible for communicating to the Principal/Owner any shortages, breakages, or damages etc. as soon as they come to their notice.

#### 12. EXTENSION OF CONTRACT.

This contract shall be valid from dt.01.08.2020 to dt.31.03.2021. The Principal/Owner may extend the period of contract with the written mutual consent between the Contractor and the Principal/owner for a specified period maximum for ONE year on the same terms and conditions as embodied in the Contract.

#### 13. APPLICABLE LAW.

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

#### 14. FORCE MAJEURE

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

Any waiver / extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries. If operation of such circumstances exceeds by one month, the affected party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

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

#### 15. ARBITRATION

All Disputes or differences, whatsoever, arising between the parties out of or in relation to the construction, meaning, scope, operation or effect of this Contract or the validity or breach thereof shall be settled amicably. If however, the parties are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 & Amendments therein and the award made in pursuance thereof shall be binding on the parties. The sole Arbitrator shall be nominated by the General Manager, MMTC Limited, Bhubaneswar.

Work under the Contract shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by the Purchaser or unless the matter is such that the works cannot be continued until the decision of the arbitrators or of the Umpire, as the case may be, is obtained and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Purchaser shall be withheld on arbitration proceeding unless it is the subject matter or one of the subject matter thereof.

The venue of Arbitration shall be Bhubaneswar. Only the Courts at Bhubaneswar will have the jurisdiction over any matter/disputes etc. pertaining to and arising out of the Contract.

The language of Arbitration shall be in English.

**DEFAULT IN SERVICE:** In the event of any default in services or non performance of the Contract by the bidder/agency, MMTC reserves the right to forfeit the EMD or security deposit besides taking any action as deemed fit.

**BANNING OF BUSINESS DEALINGS:** Prescribed format ANNEXURE-II in tender is to be filled up signed and stamped.

**FRAUD PREVENTION POLICY:**

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 onto others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

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

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.

Damages : If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**HOLIDAY- LISTING CLAUSE :**

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

Public procurement policy for Micro and small Enterprises (MSEs) order, 2012 dated 23rd March 2012 issued by Ministry of Micro, small and Medium Enterprises, Office of Development Commissioner (MSME) shall also be part of this tender and agreement subsequently.

**Integrity Pact:**

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

We agree to above terms.

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

Place: -----

Date \_\_\_\_\_

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

Signature -----

Name -----

Designation -----

(Company Seal/Stamp)

**ANNEXURE-II**

**PRICE BID**

**THE SCHEDULE OF RATES FOR OPEN TWO-BID TENDER DT.17.07.2020 FOR LOADING, HANDLING, STEVEDORING AND CHA WORKS FOR EXPORT/SALE OF COKING COAL THROUGH SHIPMENT AT PARADIP PORT, ODISHA FOR F/Y. 2020-21**

SL. NO.	DESCRIPTION OF ACTIVITIES/WORKS	ALL INCLUSIVE RATES PER MT (IN RS.)
1.	Consolidated handling charges for loading of cargo to tippers at plots, intra-port transportation from plot(s) to jetty & jetty to plot(s) for return of balance cargo after shipment, stacking at berth, loading to the vessel including documentation with Port & Customs	INR

- The above prices quoted are valid up to two months from the date of opening of the price Bid by & for acceptance of MMTC.
- Taxes extra on price quoted above.

Place: -----

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

Date \_\_\_\_\_

Signature -----

Name -----

Designation -----

Company Seal/Stamp

## **INTEGRITY PACT**

Between

**MMTC Limited hereinafter, referred to as “MMTC”**

And

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

### **Preamble**

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

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

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

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

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

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

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.
  - a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC’s employees involved in the tender/auction/e-

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 his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

- a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question. MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

- b) If the Buyer(s)/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 from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Buyer(s)/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 than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

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

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

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

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

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

If MMTC obtains knowledge of conduct of Buyer(s)/Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Buyer(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if

MMTC has substantive suspicion in this regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. Authorities.

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

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

#### **Section 9 – Pact Duration:**

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



**Section 10 - Other Provisions:**

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

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

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

Place:.....  
Date :.....

Witness 1.....  
Name :  
Address:

Witness 2.....  
Name :  
Address:

## ANNEXURE-II

### PROFORMA OF DECLARATION REGARDING BANNING OF BUSINESS DEALINGS

#### A. In case of proprietary concern :

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s.....which is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below :  
(Give particulars of banning of business dealings, in absence thereof mention "NIL").

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the partner.

<b>No &amp; date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce</b>	<b>Period for which business dealing has been banned</b>	<b>Present Status</b>

#### B. In case of partnership firm :

We hereby declare that neither we, M/s ..... Which is submitting the accompanying bid nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:  
(Give particulars of banning of business dealings, in absence thereof mention "NIL").

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm.

<b>No &amp; date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce</b>	<b>Period for which business dealing has been banned</b>	<b>Present Status</b>

C. In case of Company :

We hereby declare that we, M/s .....are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce has been taken against the us

<b>No &amp; date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce</b>	<b>Period for which business dealing has been banned</b>	<b>Present Status</b>

It is understood that if this declaration is found to be false, MMTC shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place :

Date :

Signature of Bidder / Supplier  
Name & Designation of the Signatory.