



**CIN: L51909DL1963GOI004033**

Regional Office : Alok Bharati Complex, 7<sup>th</sup> floor, Sahid Nagar, Bhubaneswar-751007

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

Website: <http://www.mmtclimited.gov.in>, Email: [mmtcbbsr@mmtclimited.com](mailto:mmtcbbsr@mmtclimited.com)

**NIT NO: MMTC/BBSR/STV/PIG IRON/15-16**

**DATED: 11/02/2015**

**DUE DATE: 09/03/2015(by 15.00 Hrs)**

**NOTICE INVITING TENDER FOR UNLOADING, HANDLING ,STEVEDORING AND  
CHA WORKS FOR PIG IRON EXPORTS FOR FY 2015-16.**

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

The bidder(s) are required to submit their sealed tender on **09.03.2015 by 15.00 Hrs** in the **Mineral Section, MMTC Limited, Bhubaneswar**. The offer(s) is / are required to be submitted in two separate sealed envelops i.e. one for Technical Bid duly signed in each page containing documents mentioned as here under 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 <http://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 09.03.2015 at 16.00 Hrs** and **price bid of technically qualified bidders** will be opened subsequently. Both the technical bid and price bid will be opened on scheduled time at the office of MMTC Limited, Bhubaneswar. The Authorised Representatives of the bidders may witness the process, if desired so.

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

01. Terms & Conditions at Annexure -I duly signed.
02. Self Certified Copies of valid certificate/License with reference to clearing, Handling, Forwarding and Stevedoring Operations.
03. Self Certified Copy of valid custom House Agent License issued by Custom house.
04. Self Certified Copy of Experience Certificate issued by Paradip Port Trust (PPT) Authority or Any Indian Port for handling of Pig Iron Export.
05. Available Resources i.e. Men and Machineries declaration.
06. **EMD: Rs.10 Lakhs ( Rupees Ten Lakhs) only in shape of DD drawn on any Nationalized Bank favoring MMTC Limited, Bhubaneswar.**
07. Self Certified copies of valid PAN No., TIN No., Service Tax No., EPF / ESI No etc.
08. Price Bid at Annexure-II duly filled & signed.

Cont....p/2

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

- a. **Technical Bid:** As per details given at Sl.No. 1 to 7 above along with the EMD.
- b. **Price Bid:** In Price Bid format as Annexure- II

Envelop superscribing "Techno Commercial Bid: "Part -I, MMTC/BBSR/STV/PIG IRON/15-16 DATED 11.02.2015 FOR UNLOADING, HANDLING, STEVEDORING & CHA WORKS FOR PIG IRON EXPORTS FOR FY 2015-16. "

Envelop superscribing "Price Bid: Part -II, MMTC/BBSR/STV/PIG IRON/15-16 DATED 11.02.2015 FOR UNLOADING, HANDLING & STEVEDORING WORKS FOR PIG IRON EXPORTS FOR FY 2015-16. "

Both the above envelops containing Techno Commercial Bid and Price Bid in **Part -I & Part-II shall be put in another envelop superscribing " Tender No. MMTC/BBSR/STV/PIG IRON/15-16 DATED 11.02.2015 FOR UNLOADING, HANDLING, STEVEDORING & CHA WORKS FOR PIG IRON EXPORTS FOR FY 2015-16."**

**OBJECTIVE:** - MMTC intends to appoint contractor for unloading, handling, stevedoring & CHA operations at Paradip port for obtaining the necessary services for export of Pig Iron (IN BULK AS WELL AS IN CONTAINERS) 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.

The last date & time for submission of tender along with above documents & EMD of Rs. 10.0 lakhs is 15.00 Hrs on 09.03.2015 and opening of the same at 16.00 Hrs on the same day.

No interest shall be paid on the Earnest Money Deposit [EMD]. The EMD shall be refunded to the unsuccessful bidders after finalization of the tender.

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 for bulk as well as containers. 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](http://www.mmtclimited.com) or <http://eprocure.gov.in>.

Assistant General Manager

MMTC Limited.,  
Bhubaneswar.  
DT:-11.02.2015



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**TERMS AND CONDITIONS FOR THE CONTRACT DATED \_\_\_\_\_**

**1. DEFINITION:**

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

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

**2) SCOPE OF WORK:**

The scope envisages the followings (For Bulk and Container Shipments)

- (a) Unloading of Pig Iron from railway wagons/trucks, transportation & stacking the same at the designated MMTC Plot at Paradip Port.
- (b) Loading of Pig Iron from MMTC Plot into dumpers and transportation to the designated/required wharf.
- (c) On board stevedoring, stowing, shoring and securing etc.
- (d) Transportation/Shifting of Pig Iron after unloading from railway rakes/wagons at any other plot/siding to PPT allotted designated plot A/c, MMTC in case of emergency, multipart placement of rakes/wagons by PPT.
- (e) Loading of Pig Iron (unfit for export) into dumpers from designated plot, their weightment and transportation to NINL Plant site and unloading.

- (f) Providing sufficient number of clean empty standard 20 feet/ 40 feet container per voyage or as required to meet MMTC's shipment requirement from Paradeep Port.
- (g) Providing advance intimation regarding number of containers allotted to MMTC, ETA/ETD of your container vessel at Paradeep Port.
- (h) To take the cargo from MMTC plot to their container yard via weighbridge and stuffing into containers in presence of MMTC surveyors.
- (i) Soon after completion of stuffing and dunnaging, the container should be sealed with CHA seals in presence of Custom officials, as per the rules of Customs Act.
- (j) To transport the stuffed containers to wharf and loading into vessel at the time of shipment and necessary works for exports from PPT.

**2.1)** Custody of the materials shall rest with the contractor as soon as the cargo reaches at PPT premises/godown /plot.

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

**2.3)** Export deliveries in to the Holds of the vessels allow up to 5% of chips and dusts below 25mm size. The above wharf return chips and dusts do not include the same but includes all the sizes of PIG IRON chips and dust shut out from exports and returned from wharf, contents of dirt, moisture and foreign material (wharf returns) in the export deliveries on to the vessel shall not exceed that of dispatches from the PPT plot/godown (carried along PIG IRON dispatches). Inspection Agency appointed by the Principal/Owner shall be binding on both the parties.

**2.4)** The contractor shall keep complete records of tonnage of PIG IRON carried by each trips of the transport vehicle/rakes. The Principal/Owner is entitled to carry out physical stock verification at intervals as it deems fit. Actual quantity of PIG IRON including PIG IRON chips and dusts available at Port shall be weighed at Port weighbridge. For this purpose, the contractor shall place the dumpers at Port, transport to Port weighbridge, take weighment at Port weighbridge, re-transport, unload and stack at the designated area at the Port.

**2.5)** An allowance of 0.15 pct is given to the contractor towards variation in draft survey weight and variation in scale weights for assessing shortages. If the difference between quantity dispatched ( Quantity dispatched based on Principal/Owner/Plant weighment slip) minus quantity shipped ( Quantity shipped based on Draft Survey weight) and the physical stock ( based on Weighment slips of Port weighbridge, after adjustment for non-ferrous content, is more than 0.15 pct i.e. if any excess shortage, found in weight, if any loss arise due to theft ,pilferage or damage of materials which happen during the course of execution work, the contractor shall be responsible for 110% ( one hundred ten percent) cost of the material ( as per the prevailing price) and the quantum of such damage as assessed by the Principal/Owner shall be recovered from the Contractor. The quantity difference shall be settled at every stock verification stage and will not have cumulative effect.

**2.6)** The Contractor shall stack the material in the Port area as directed by the Principal/Owner . The Contractor has to provide necessary lighting and security to the material during storage at Port area.

**2.7)** The Principal/Owner shall arrange the stacking site at the designated place in Port area. The expenditure involved in maintaining the site including site repair is deemed to be included in the rate and no separate payment shall be made to the contractor for this operation.

**2.8)** The Contractor shall file appropriate and necessary documents with customs authorities and obtain customs clearance for export of material as well as works related to Duty Draw Back. Documents duly signed by the Principal/Owner would be handed over to contractor in this connection. The Contractor shall file the necessary applications with customs authorities and obtain necessary clearances.

**2.9)** It is the responsibility of the contractor for execution and follow up of all necessary endorsement/proof of Exports admitted within the statutory period of Excise/Customs Authorities for short shipment, Duty Draw Back and other purposes.

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

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

**2.12)** To the extent needed, the Principal/Owner will arrange for payment of all customs charges on the cargo handled by the Contractor. For this purpose, if needed the Principal/Owner may have a current deposit account with the Customs Authorities and in such a case the Contractor shall collect the regular current accounts statements from Customs House and forward them to Principal/Owner regularly.

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

**2.14)** The Contractor shall obtain endorsement of EXPORTS by the customs on DEEC (EXPORT) book ARE-1 Form, incorporation of ARE-1 Form on Shipping Bill, within two days from the date of handing over of documents to the Contractor. The contractor shall obtain amendments of Shipping Bills , if required within 2 working days, wherever necessary.

**2.15)** The Contractor shall arrange adequate number of transport vehicles, in good running condition, for loading of material from the Port area and transport it to the wharf thus to ensure loading into the vessel at the rate of 4000MT PWWDSHINC, 24 HRS( CONSEQUENT) within lay time 5 hatches basis.

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

**2.17)** The Principal/Owner shall pay an incentive for achievement of higher load rate by 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 earned dispatch from foreign buyer for the working time saved.

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

**2.19)** The Contactor 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 of 4000 tonne PER WWD 24 hours( consequent) 5 hatches basis 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 as directed by the Master of the Vessel to his entire satisfaction.
- 3.6)** Any extra cost due to delay in loading or damage caused to the vessel/cargo/equipment in the course of operations shall be borne by the contractor.
- 3.7)** Approximate weight of each PIG shall be up to 20 KGS.
- 3.8)** The Contractor shall perform the functions of protective agent and shall be responsible for operations including ARE-1 verifications & certification from customs, works related to Duty Draw Back , obtaining permission from customs for return of pig iron ( broken pieces) unfit for export to NINL Plant, preparation of shipping bills, filing of entry inward, preparation of daily reports, obtaining clean Mate's receipt in required number of copies, preparation of statement of facts and getting them signed by the Master of the Vessel/Agent/Principal.

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 laborer employed by him and make all statutory deposits on the employment of laborers. On production, verification and confirmation, the Principal/Owner shall release final payment due to Contractor.
- 4.5) The Contractor shall give the list of laborers employed by him and also appoint a supervisor who shall exercise executive control on the deployment of laborers.
- 4.6) Contractor shall be responsible for payment of wages & gratuity and deposit of P.F. and ESI due to respective authorities. He shall give details of registration No. and proof of payment / deposits to secure release of their dues.

**5) DEDUCTION FROM CONTRACT SUM:**

The Principal/Owner shall be entitled to recover all costs, charges, damages or 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.



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

**6.SERVICE OF NOTICE ON THE CONTRACTOR:**

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by registered post or leaving the same at the contractor's principal place of business ( or in the event of the Contractor being Company to its Registered Office and at the Contractor's site office).

**7.SERVICE OF NOTICE ON THE PRINCIPAL/OWNER:**

Any notice to be given to the Principal/Owner under the terms and contract shall be served by sending the same by Registered post to or leaving the same at the Principal/Owner's last known address for in the event of the Principal/Owner being a company to its registered office and the 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 contact 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-contactors or suppliers in connection with the performance of any work covered by the Contract. The Contractor shall execute and deliver such other additional instruments, and to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the contract and fully protect the Principal/Owner.

**9) RATES FOR WORK:**

**a) For Bulk Operations**

The Contractor will be paid @ **Rs. ....../- PMT.**, all inclusive for unloading from the railway wagons / the trucks, transportation, stacking the same at designated MMTC Plot at Paradip and maintenance of stock, loading from MMTC Plot into dumpers & transportation from port area to the designated wharf at Paradip Port, On-board stevedoring, stowing, shoring and securing, returning of balance cargo from wharf to plot after loading of vessel.

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

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

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

**For Container operations**

The Contractor will be paid @ **Rs. ....../- PMT.**, all inclusive for loading from MMTC Plot into dumpers & transportation from port area to the designated container yard via PPT weigh Bridge and stuffing of Pig Iron into containers at PPT area and taking their weighment at Port weighbridge and storing/stacking the stuffed containers at container yard or wharf/jetty and necessary arrangement for loading stuffed customs cleared containers into the vessel, on board stevedoring/shoring ,securing etc for export, returning of excess cargo from container yard to MMTC plot.

**10) TAXES:**

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

**11) 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.

**12) 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.

**13. EXTENSION OF CONTRACT.**

This contract is valid from dt.01.04.2015 to dt. 31.03.2016 The Principal/Owner may extend the period of contract with the mutual consent between the Contractor and the principal/owner for a specified period maximum for another year on the same terms and conditions as embodied in the contract.

**14) ARBITRATION.**

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

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

**15. FORCE MAJEURE.**

The Principal/Owner and the Contractor shall not be in any way, liable for non-performance consequences if lock out, fire, riots, war or insurrection or restraints imposed by Government, at of legislature or other authorities. If operation of such circumstances exceed three months, either Party will have the Right to Refuse further Performance of the Contract in which case neither Party shall have the right to claim eventual damages.”

**16. TERMS OF PAYMENT.**

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

95% payment shall be made to the extent of work completed on Vessel to vessel basis to the contractors. 5% payment will be made only after final reconciliation of total quantity handled. The Contractor shall maintain account of the consignment handled, such as particulars of dumpers, unloaded, materials stacked, consignments, loaded into transport vehicles, labour provided etc. The Contractor shall make out appropriate documents in the proforma prescribed by the Principal/Owner within 48 hours of completing the work. All copies of the documents shall be handed over to the

authorized representatives of the Principal/Owner. A material reconciliation statement for accounting to the total quantity received, shipped, diverted and balance is to be enclosed along with each lot to assess, shortages, loss or damages etc. & same is to certified by Officials of MMTC Office at Paradip.

**17) SECURITY:**

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

**We agree to above terms.**

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

Place\_\_\_\_\_

Date\_\_\_\_\_

**Contractor**

Signature\_\_\_\_\_

Name \_\_\_\_\_

Designation\_\_\_\_\_

Company Seal/Stamp

**ANNEXURE-II**

**PRICE BID: SCHEDULE OF RATES FOR S&H CHARGES FOR PIG IRON EXPORT**

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

7.	<p>For loading from MMTC Plot into dumpers &amp; transportation from port area to the designated container yard via PPT weigh Bridge and stuffing of Pig Iron into containers at PPT area and taking their weighment at Port weighbridge and storing/stacking the stuffed containers at container yard or wharf/jetty and necessary arrangement for loading stuffed customs cleared containers into the vessel, on board stevedoring/shoring ,securing etc for export, returning of excess cargo from container yard to MMTC plot.</p> <p>*N.B The rate quoted for 20 feet container may be taken as base.</p>	<p><b>Upto 20 feet *</b></p>	<p><b>Over 20 feet but upto 40 feet</b></p>	<p><b>Above 40 feet</b></p>
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**Place :** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**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 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)/Vender(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 from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Buyer(s)/Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s)/Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

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

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

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

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

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

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

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

Witness 1.....  
Name :  
Address:

Witness 2.....  
Name :  
Address: