



Regional Office : MMTC Bhavan, Port Area, Visakhapatnam – 530 035

Tender No: MMTC/VZG/RETRIEVED ORE/ S&H/2016-17/01

Date : 03.02.2017

Sub : **Tender for appointment of CHA for Handling/Stevedoring/Transporting of Retrieved Iron ore at Vizag Port.**

MMTC Limited (A Government of India Enterprise), with its Registered Office at Core 1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi 110 003, India through its Regional Office at MMTC Bhavan, Port Area, Visakhapatnam, 530035, India invites Sealed Tender in two bids system for Handling, Stevedoring, Intra-Port Transport of Retrieved Lumpy/Fines Iron ore (hereinafter called “cargo”) from **NMDC Screening Plant/ OHC and West of West Stock piles** to Visakhapatnam Inner Harbor and loading into ocean vessel and all related work including manual removal of boulders / foreign material at **NMDC Screening Plant/ OHC and West of West Stock piles /** at Wharf.

The bidder is required to submit the bid in sealed envelopes on or before **27.02.2017 by 15:00 Hrs** at Regional Office at MMTC Bhavan, Port Area, Visakhapatnam – 530035.

The offer(s) is/are required to be submitted in two separate sealed envelopes i.e. one for Technical Bid duly signed in each page containing documents mentioned. The **technical bid** will be **opened on 27.02.2017 at 15:30 Hrs.** and the **price bids of technically qualified bidders** will be opened subsequently. The Authorized representatives of the bidders may witness the bid opening.

1.0 Eligibility Criteria :

- i) Bidder should have a valid Customs House Agent License and Stevedoring License issued by Visakhapatnam Port Trust (VPT) or a letter from VPT in case of License under renewal for consideration by VPT in their own name at Visakhapatnam Port for handling/loading and transportation of bulk cargo like iron ore, manganese ore, fertilizers, coal, with experience of at least 3 years in the recent past. Proof of work orders supported by Shipping bills/Bill of entries may be enclosed.
- ii) Bidder should have an establishment/infrastructure/equipment of own or tie up at Visakhapatnam Port to carry out the said operation.
- iii) Bidders should have satisfactory/dispute free performance with MMTC or any other PSU in the past. An undertaking as per **Annexure-II** is required to be enclosed with the bid.
- iv) The bidder should have valid PF Registration Number (documentary proof to be enclosed) issued by PF Commissioner.
- v) The bidder should enclose copy of Permanent Account Number (PAN) issued by the Income Tax authorities in the name of tendering firm.
- vi) The bidder must own sufficient number of Heavy Earth Moving (HEM) equipments (shovels / Pay loaders / tippers / Caterpillars etc). The bidder should enclose the list of HEM equipments (shovels / Pay loaders / tippers / Caterpillars etc) owned by them and such equipments that could be additionally

mobilised by them on lease basis on receipt of Work order. Complete details with registration number of equipments which will be deployed for the work shall be submitted along with documentary evidence. In case the bidder is not having sufficient number of equipment, he may hire from others for which necessary details such as consent letter from the party with relevant information are to be submitted.

- vii) Bidders should produce solvency certificate for a minimum amount of Rs.1.20 crores from their authorized bank. Audited balance sheets and Profit & Loss statement for the last three years are to be submitted along with the bid.
- viii) Bidder has to submit the mandatory information as per **Annexure-III**.

2.0 Scope of work :

The CHA shall be responsible for all the work related to the loading of the vessel with the retrieved ore, including but not limited to the following:

- i) Loading & Transportation of cargo from stock piles at NMDC Screening Plant/OHC and West of West Stock piles to wharf (East/ West quay) and unload on to wharf and loading into slings/net/grabs for loading into the vessel. The CHA shall coordinate with the vessel owner / agent/VPT/EVTL for loading through Slings/net/grabs and related equipment.
- ii) The CHA shall liaise with Owners Agent/VPT/EVTL/MMTC for timely berthing of vessels, movement of cargo to the Berth from the Plot prior to placement of vessel.
- iii) The CHA shall arrange filing of shipping bill(s), along with requisite documents, for the purpose of claiming any other incentives under the export scheme(s) of Govt. of India. The CHA shall submit the original Export Promotion Shipping Bill to MMTC along with short shipment notice, if any, within two working days from the date of completion of shipment.
- iv) The CHA shall be responsible for certifying facts in the Time Sheet/SOF prepared by ship-owner or their agents and sign the same in proof of correctness which shall form the basis of demurrage/dispatch settlement between MMTC and the Foreign Buyer. The CHA shall first submit a draft copy of SOF for approval of MMTC.
- v) After the loading of the vessel is completed, the CHA shall immediately arrange draft Shipping documents as stipulated in the contract with overseas buyers/Letter of Credit. The Shipping documents shall include but not limited to Bill of Lading, Certificate of origin, Statement of Facts, Stowage Plan and any other certificates as requested by the Buyer/MMTC. On approval of the draft documents by MMTC, the CHA shall arrange timely delivery of the original documents to MMTC. Any amendment or changes required in the documents shall be carried out by the CHA immediately. The CHA shall be held fully responsible for any loss to MMTC on account of discrepancy and/or delay in submission of documents. The CHA may be liable for the interest loss due to delay and/or discrepancy in negotiation/realization of the export sale proceeds.
- vi) In case of demurrage, including pre-berthing delays and/or extra wharfage due to non achievement of guaranteed rate of loading as per the Foreign contract between MMTC and buyer(s), 100% demurrage shall be to the account of CHA. Despatch, if any, to be shared as 75% to the account of the Handling Agent and 25% to the account of MMTC.

- vii) Manual removal of Foreign materials such as scrap, boulders, etc. by engaging sufficient labour. MMTC reserves right to recover such claims/damages on actual basis from the CHA Bills.
- viii) The CHA shall arrange to heap and stack the cargo on the jetty for loading of the vessel in coordination with the VPT/EVTL/Vessel agent/MMTC in such a way that the quick loading is ensured and without hampering the movement of port traffic / personnel.
- ix) The CHA shall arrange to clean the Jetty so that there is no contamination of any foreign material; similarly after completion of loading of the vessel the CHA shall arrange to clean the jetty as per the requirement of VPT/EVTL.
- x) The CHA shall arrange to collect the spillage if any in the course of transportation and loading; The CHA shall transport the same back to the plot with the permission of VPT/EVTL.
- xi) The CHA shall engage labour gang from the Dock Labour Board (DLB)/authorized bodies for various jobs during vessel loading in co-ordination with Port Authorities & Master of the Vessel.
- xii) The CHA shall use appropriate & required machinery like Poclain / Terex/ Caterpillar/ Loaders and Dumper/Tippers etc. for better effective cargo handling.
- xiii) The CHA shall maintain records on cargo handling for vessel loading and submit Report to MMTC Office/ Vizag on day to day basis.
- xiv) The CHA shall mobilize adequate quantity to ensure the guaranteed loading rate. Left over cargo if any at the jetty shall be moved back to the plot as per the instruction of MMTC.
- xv) The CHA may arrange weighment, if required, as per the instruction of MMTC, for trucks during transportation of ore. Weighment charges paid will be reimbursed as per actuals.
- xvi) The CHA shall arrange for water sprinkling as per port regulations.
- xvii) The cargo available at the plot above/below the ground level is to be loaded properly in to the tipper and If dozing is required, same is to be done at CHA cost for transportation of total cargo without contamination.
- xviii) The cargo should be loaded in to the tippers as per guidelines, rules and regulations as stipulated by Road Transport Authorities/State Govt. and National High way authorities and VPT/EVTL.
- xix) The CHA shall take care to avoid spillage in the course of transportation. The CHA shall be responsible for any damage to the Screening Plant equipment and VPT/EVTL/ Vessel equipment in the course of operation. Necessary safety precautions should be taken while transporting the Lumpy/Fines Ore on the public roads to avoid pollution. Any damage to the equipment in the course of the operations will be recovered from the CHA.
- xx) The CHA should make their own arrangement for tools, tackles and any other equipment required for the work. The CHA should make their own arrangements for obtaining necessary VPT/EVTL /Harbor Entry Pass / permit for all his staff/equipments at his own cost.

- xxi) The CHA shall comply with the applicable provisions of all local, state and other Government Rules and Regulations, Port rules and regulations, etc. during the execution of the work.
- xxii) The CHA shall ensure implementation of safety precautions as directed by MMTC / NMDC and VPT/EVTL Engineer at site.
- xxiii) The CHA should depute their representative / supervisor at appropriate points like NMDC Screening Plant/ OHC and West of West Stock piles and on the wharf for Co-Ordination of loading and unloading activities and handing over the documents.

3.0 Other Conditions :

- i) The bidder should submit a copy of tender document including **Annexure-I to Annexure-III** and duly signed, stamped and dated conveying acceptance of all terms and conditions mentioned in the document.
- ii) The bidder is required to quote for loading of vessels at both the berths namely a.)East Quay Side and b.) West Quay Side. Bid with single quote would be rejected.
- iii) The vessels to be handled would range from about 20,000 to 50,000 WMT (+/- 10%) and the total quantity to be handled may go up to 2,00,000 MT (+/- 10%).
- iv) MMTC does not give any guarantee for the Business to the successful bidder.

4.0 Earnest Money Deposit (EMD) :

- a) The bidder may arrange to remit a sum of Rs.10,00,000/- (Rupees Ten lakhs only) through RTGS / NEFT to MMTC LIMITED, STATE BANK OF INDIA (Overseas Branch), CURRENT ACCOUNT NO.00000010308090583, IFSC Code : SBIN0008974 as EMD. Documentary evidence for submission of the EMD may be submitted with the Bid. No interest is payable by MMTC on the EMD. Bid document received without tendering EMD would be rejected.
- b) EMD of Rs. 10,00,000/- shall be refunded to the unsuccessful bidders after the tender process is complete.
- c) The EMD shall be forfeited if, (a) the bid is revoked during its validity period by the bidder and (b) the successful bidder fails to accept the appointment letter within three working days of issue of the same.
- d) EMD of successful bidder shall be retained till the successful completion of the work. The decision of MMTC regarding successful completion of the work shall be final and not be challenged by the CHA on any grounds whatsoever.

5.0 Payment Terms :

- i) The bidder may note that MMTC shall not release any mobilization advance for the work. The basis for raising of invoice by the CHA shall be quantity loaded into the vessel as per the Bill of Lading. The 60 % of the amount due shall be released within 5 (Five) working days of receipt of invoice from the CHA based on the B/L. The balance amount shall be paid on submission of all the documents related to the vessel including Lay time calculation of the vessel and on realization of export proceeds by MMTC / acceptance of documents by the opening bank in case of usance export LC.

- ii) MMTC reserves the right to recover dues towards demurrage, claims by the Port / other authorities / vessel owners/buyers, etc. for the present vessels even if the same pertain to earlier vessel handled by the same CHA.

6.0. Bank Guarantee:

Successful bidder shall submit a Bank Guarantee for Rs.25 Lakhs as per Pro-forma prescribed by MMTC in **Annexure-IV** for a period of one year towards Performance Bank Guarantee before the commencement of work. Bank Guarantee issued by any of the Nationalised Bank and valid for the contract period plus 6 (six) months is acceptable. The said deposit will be forfeited by invoking the Bank Guarantee, in case the Successful Bidder does not complete the work as per the terms and conditions of the tender/work order.

7.0 Schedule of Rates :

Bidders should quote all-inclusive rate (including all taxes & duties except Service Tax or equivalent) and the rate quoted by bidder in the Part-II (Price Bid - **Annexure-V**) should be firm and fixed for the entire duration of contract. Service Tax or equivalent (if applicable) shall be paid extra. Rates should be quoted in figures as well as in words.

8.0 Validity of Offer :

The offer should be kept valid for at least 30 days from the date of opening of price bids. In case MMTC desires, the bid validity may have to be extended further by the bidder (s).

9.0 Submission of Bids :

The Bids are to be submitted in following manner:

Techno-commercial Bid: Bidder shall submit the documents as per Part-I Techno Commercial Bid (Annexure I to IV) (To be filled up and docs attached)

Price Bid: This shall contain the fixed price only and to be mentioned as per Part-II (**Annexure-V**)

Envelope containing the Price Bid (**Part-II - Annexure-V**) in respect of bidders qualified in Techno-Commercial Bid, shall be opened later in presence of pre-qualified bidders or their authorized representatives who might choose to be present at the time of opening. Late / delayed / conditional offers and offers not accompanied by EMD shall be summarily rejected.

First Envelope super scribing "Techno Commercial Bid : Tender No.MMTC/VZG/RETRIEVED ORE/ S&H/2016-17/01 for CHA works of Handling, Stevedoring & Intra-Port Transportation of Retrieved I/ore Lump/Fines"

Second Envelope super scribing "Price Bid: Tender No. MMTC/VZG/RETRIEVED ORE/ S&H/2016-17/01 for CHA works of Handling, Stevedoring & Intra-Port Transportation of Retrieved I/ore Lump/Fines"

Both the above two separate envelopes containing Techno Commercial Bid and Price Bid shall be put in another envelope super scribing "Tender No.MMTC/VZG/RETRIEVED ORE/ S&H/2016-17/01 for CHA works of Handling, Stevedoring & Intra-Port Transportation of Retrieved I/ore Lump/Fines"

Due date for submission:

The last date & time for submission of two bids tender along with above documents is **15:00 hrs. on 27.02.2017 and opening of the same at 15:30 hrs. on the same day.** The rates quoted by the bidders in the tender will remain valid for 30 (Thirty days) from the date of opening the tender. There should not be any indication/mention of prices in the technical bid and if the same is found, the same will be summarily rejected. Hence, the prices quoted must be mentioned in the price bid only.

10.0 Acceptance / Rejection of Offer :

MMTC Limited reserves the right to accept or reject any or all bids without assigning any reason whatsoever and the decision of MMTC shall be final in all respects.

11.0 Right to Termination :

If the bidder fails to perform as per the terms and conditions of the work order, MMTC reserves its right to terminate the contract / work order with immediate effect and consequential losses and additional expenditure if any, incurred by MMTC to carry on these operations for the balance contractual work the same will be to the account of the Bidder.

12.0 Recovery of claims :

- i) MMTC reserves the right to recover such claims from any sums due and any payment at any time of the Bidder under this contract / work order for non-completion of work. Should this sum not be sufficient to recover the full amount recoverable from the Bidder, the bidder shall pay to MMTC on demand the remaining balance. In the event of the amount of the bills being partly or fully appropriated by MMTC, the Bidder shall make good the balance amount within a period of 5 working days.
- ii) In the event of non-settlement of MMTC's claims, MMTC shall have the right to claim or to adjust the claims amount from the Bidder from the amount due to the Bidder on another account, if any.

13.0 Loading Terms :

- a) While the loading terms may differ for specific vessel, generally the loading terms which MMTC shall strive to obtain from the overseas buyers and which the CHA shall have to follow, are as under :
 - i) Seller (i.e.MMTC) shall deliver to buyer in bulk, seaworthy trimmed, alongside Seller's wharf vessel being always afloat to a maximum permissible draft, when fully loaded at the place of loading.
 - ii) Seller shall load ore aboard the vessel at the following rates per weather working day of twenty four (24) consecutive hours Saturdays, Sundays, Holidays and statutory holidays exempted even if used.

<i>Size of vessel</i>	<i>Loading Rate PWWSEXEIU</i>
Below 40,000 DWT	8,000 WMT
Above 40,000 DWT	10,000 WMT

Each Hatch has to be provided with working crane with a capacity of 20 MT each.

- iii) Notice of readiness (NOR) to load shall be tendered with clean holds hatch open and ready in all respect to load at any time after vessel has arrived at loading port whether in berth or not. If the

vessel is not in free pratique on arrival at the berth due to causes attributable to the vessel, then a new NOR shall be tendered.

- iv) Lay time for loading shall commence 12 running hours after tendering of NOR unless used, in which case, actual time used to count. In case loading has to be interrupted due to reasons of responsibility of the vessel, such time lost shall not count as lay time.

DEMURRAGE/DESPATCH

Demurrage/despatch at the loading port shall be calculated in accordance with following schedule:-

<i>Size of vessel</i>	<i>Demurrage</i>
	<i>per 24 hours day (pro rata or part)</i>
Below 40,000 DWT	<i>USD 2,000.00</i>
Above 40,000 DWT	<i>USD 2,000.00</i>

Despatch will be half of the demurrage rate.

- v) Laytime shall cease to count on completion of loading.
- vi) Draft survey time (initial and final survey) shall be to the account of Buyer. Time taken for interim survey, if any, would be to the account of Seller (MMTC).
- b) Actual amount of demurrage or despatch settled by MMTC with overseas buyer will be the basis of settlement of despatch / demurrage between with CHA. Actual exchange rate for remittance of demurrage to overseas buyer or receipt of despatch from overseas buyer will be considered for settlement with CHA.
- c) In case of demurrage, immediately after sailing of the vessel (or even before that if demurrage amount is possible to estimate), MMTC shall recover the provisional amount from CHA's bill for the concerned vessel or any other amount due to them. In case, no amount is due to CHA and buyer / seller have agreed on demurrage amount, CHA shall arrange to deposit the amount with MMTC within 5 working days of issue of notice by MMTC.
- d) In case of despatch, MMTC shall pass on the amount to CHA within 3 working days after receipt from overseas buyer.

14.0 General Conditions :

- a) Approximate quantity of Iron Lump/Fines Ore to be handled is 20,000 MT to 50,000 MT (+/- 10%) per Vessel and the total quantity may go up to 2,00,000 MT (+/- 10%). Any variation in the quantities shall not form the basis of dispute regarding the rate to be paid or give raise to any claim for compensation. MMTC reserves the right to foreclose the contract at any stage during the execution of work and contractor will not have any claim against MMTC for what ever reason.
- b) Pay loaders/shovel operators/tippers will be required to work under the guidance/ supervision of MMTC / NMDC officials and VPT/EVTL officials. Pay loaders / shovel operators / tippers should work in accordance with all the rules and regulations of RTO/State Govt. / National High Way Authority /VPT/EVTL/MMTC.

- c) The Bidder will be responsible for any loss or damage to property / equipment of MMTC/NMDC/Vessel / VPT/EVTL during the course of work.
- d) Bills are to be submitted to MMTC Visakhapatnam Office. Income Tax under Income tax Act 1961, if any, and any other statutory levies imposed by the Government from time to time will be deducted from the Bills before releasing payment for work carried out. Payment will be released by MMTC Visakhapatnam office through e-payment only after satisfactory completion of the work.
- e) The successful bidder shall accept the LOI/ W.O. and commence the work within seven working days failing which the EMD of Rs.10,00,000/- paid by the bidder may be forfeited.
- f) Any claim arising due to accident by men engaged by successful bidder under Workmen's Compensation Act or any other Act in this regard or any damages to the equipment or damages, injuries to third party, shall be the sole responsibility of the successful bidder.
- h) In the event of failure or non-performance of any of the provisions of the tender on the part of the successful bidder and in the event of any additional expenses incurred by MMTC for making alternative arrangement in this regard, shall be recovered from the bidder against their outstanding bills and security deposit without any notice to the bidder.
- i) The Bidder shall keep MMTC indemnified against all claims and liabilities arising out of performance of designated work and MMTC shall not be responsible for any loss or damage caused by the bidder during the course of the above work. The bidder shall be responsible for all claims in respect of damage to the plants and machinery of MMTC / NMDC or any property of Port Trust or of any third party arising out of or in the course of performance of work by the bidder. The bidder shall also be responsible for all claims in respect of injuries to his employees or any third party arising out of or in the course of performance of work under this contract. Bidder shall also indemnify MMTC against all claims arising out of or in the course of use of the equipment to the labourers including the provisions of Contract Labour Regulations 1970 Act.
- j) The Bidder shall comply from time to time with conditions and prevailing law and rules imposed by the port trust authorities, Governments and Local bodies.
- k) *Statutory Requirements* : The bidder shall comply with the provisions of Workmen's Compensation Act 1923, ID Act 1947, Contract Labour (R&A) Act 1970 PF Rules / or any other similar Enactment Law/Labour Law / Rules, etc. in respect of all such personnel employed by the Bidder. The Bidder shall indemnify MMTC and keep MMTC indemnified and harmless against all claims whatsoever in respect of the said personnel under the Workmen's Compensation Act 1923 or any other statutory modifications thereof or otherwise in respect of any accident or injury sustained by any workmen or other person during the course of operation of work or any other liability shall be payable by the Bidder and MMTC Limited shall not in any way be responsible for the same. The Bidder shall also comply with the provisions of the Contract Labour (Regulations and Abolition) Act, Provident Fund, Minimum Wages Act etc. and Rules made there under. Cost of up keeping of machinery/running expenses/payment of electricity charges, and any such expenses incurred shall be to the account of the Bidder.
- l) *Environmental Issues* : Bidder will take all measures to tackle environmental issues arising out of this transportation of Lumpy/Fines Ore.
- m) Bidder has to furnish Wharf cleanliness certificate from the Port after the operations are completed.

- n) Notwithstanding anything contained in the CHA agreement between MMTC and the prospective agency, 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 the said policy, MMTC as 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.
- o) **The bidder in addition to signing the main documents shall affix their initials and stamp on each page of the tender document as a token of acceptance to the terms and conditions contained therein.**

15.0 Force Majeure Clause :

Force Majeure is herein defined as any cause which is beyond the control of either party of the agreement as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen or which when foreseen could not have prevented and which materially and adversely affected the performance by either party (the Affected Part) of its obligation under the agreement such as but not limited to:

Act of God, natural phenomena including but not limited to floods, droughts, earthquakes epidemics, lightning and cyclone;

Act of Government (domestic or foreign) including but not limited to war, declared or undeclared, hostilities, priorities, quarantines, embargoes;

Civil disturbances including riot, civil commotion, sabotage or terrorism; revolution, rebellion, insurrection "Strikes and lock outs.

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.

16.0 Arbitration :

All disputes arising between the parties (MMTC and the Agency) out of or in relation to the work order shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by the CMD, MMTC Limited. The arbitration proceeding shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 of India. The reasoned award made in pursuance thereof shall be binding on the parties. Venue of arbitration shall be Visakhapatnam. Only Courts in Visakhapatnam shall have the jurisdiction over disputes in relation to and arising out of this tender.

17.0 Fraud Prevention :

(i) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(s) :

The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(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)/Vendor(s) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees 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)/Vendor(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)/Vendor(s) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(s) will not use improperly or allow any employee(s) of MMTC, for purposes 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)/Vendor(s) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
- (e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(ii) Disqualification from tender process and exclusion from future contracts :

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause, above or "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)/ Vendor(s) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(iii) Damages:

If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, 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.

17.0 Validity of Contract / LOI / Work Order :

The validity of the contract / LOI / Work Order under this tender shall be up to one year from the date of agreement which can be extended by mutual consent.

Contact person for seeking any clarification:

- 1. Sri S.K. DAS, General Manager : (L) 0891 – 2562909: Mobile – 84999 53898
- 2. Sri Y.D.S. Ravi, Addl. General Manager : (L) 0891 – 2562442: Mobile – 98486 99663

Part -I (Techno-Commercial bid):

Bidder shall submit the following documents in an envelope super scribing "Techno Commercial Bid: Tender No. **MMTC/VZG/RETRIEVED ORE/ S&H/2016-17/01** for CHA works of Handling, Stevedoring & Intra-Port Transportation of Retrieved I/ore Lump/Fines".

Techno-Commercial Bid for Handling, Stevedoring & Intra-Port Transport of Retrieved Iron Ore Lump/Fines from **NMDC Screening Plant/ OHC and West of West Stock piles** to Visakhapatnam Inner Harbour & removal of white boulders / Foreign material". Techno commercial bid shall contain:

1. Full Name and address of the Bidder with contact person and their numbers
2. Whether proprietorship / partnership or Company Registered under Companies Act (Details to be given & copy of proof to be enclosed)
3. Name and addresses of the Owner/Partners/Directors with office and residential addresses, Phone Nos, etc.
4. No. of workmen on rolls during the previous financial year 2014-15 & 2015-16
5. Name and full address of firm's Bankers.
6. Service Tax Registration Number _____ (Certified photocopy to be enclosed)
7. Copy of CHA Licence and stevedoring license issued by VPT for bulk handling, loading and transportation of cargo
8. Solvency certificate issued by the banker of the firm for minimum Rs.1. 20 Crores.
9. Copy of Audited balance sheet and Profit and loss account for last 3 years
10. Mandatory Information as per Annexure IV

In addition to above, bidder shall submit the following:

- i) Document evidencing transfer of Rs.10,00,000/- through RTGS / NEFT to MMTC LIMITED, STATE BANK OF INDIA (Overseas Branch), CURRENT ACCOUNT NO.00000010308090583, IFSC Code : SBIN0008974 towards Earnest Money Deposit.
- ii) Copy of valid PF Registration Certificate.
- iii) Bidders should have at least 3 years of recent past experience in bulk handling/loading/transportation with proof of work orders supported by Shipping bill/BEs.
- iv) Copy of PAN Card issued by Income Tax authority in the name of tendering firm.
- v) A list of HEM equipments owned by bidder and another list indicating such HEM equipments to be hired by bidder with their consent letter and Regn. Nos. of the vehicles

- vi) Copy of tender document duly signed and stamped on each page confirming that the bidder agrees to all the terms and conditions laid down in the tender document including Annexure-I to V.
- vii) Bidders shall have satisfactory/dispute free performance with MMTC or any other PSU/any other reputed organization. In case of any incident of dispute/misdemeanor with MMTC or any other PSU/any other reputed organization in the past, such Bid shall not be entertained. An undertaking as per Annexure-II is required to be enclosed with Technical Bid.

**(On Non-Judicial Stamp Paper of Rs. 100/-)
UNDERTAKING**

1. This is in reference to our application No _____ dated _____ for bulk handling/loading and transportation.
2. We hereby unequivocally confirm and declare that we shall be full responsible for any kind of defaults and false declaration if any in any of the documents submitted and / or representations made to MMTC related to this business transaction. We further confirm and declare that we are solely responsible for any such non / mis-declaration default, non-realization of export proceeds and / or mis-utilization of commodity/product or any such offence and shall be liable for prosecution under Foreign trade policy 2009-14 & 2015-2020 provisions, Customs Act and its Notifications. Indian Penal Code and/or FEMA or under any law/rules or Regulations in force as may be applicable from time to time.
3. We unconditionally undertake to indemnify MMTC and keep MMTC fully indemnified and harmless against any liabilities that may arise as a result of any of our acts of commission/omissions whatsoever in regard to our above application.
4. This is to certify that I / We, Proprietor / Partner / Director of (Name of the Firm) hereby declare that we are registered with concerned statutory authorities vide their Registration Certificate No. Dated valid up to and also registered with Custom and received one time registration certificate No. _____ dated _____.
5. We further certify and undertake that we are not black listed or debarred for, any demand, sue, recovery, from all and every or any person or persons whomsoever concerned or chargeable therewith all and every sum or sums of money, debts, goods, effects, securities, stocks, shares and interests which shall or may belongs to or be or become due or payable to any Govt. / Semi Government Agencies, MOC, or any other under PSU during the tenure and validity of our firm and above registration certificate.
6. That the business dealings has not been banned or suspended by the Ministry of Commerce (MOC), Government of India or any of the PSU under MOC.
7. Further, that the director(s)/owner or proprietor or partner (as the case may be), is not convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years.
8. It is certified that there is no deviation in the bid submitted with the tender terms.

SIGNATURE/S

PROPRIETOR/PARTNER/DIRECTOR

NAME: _____

(Stamp of the Firm)

Date:

Place:

Witness:

Mandatory information to be submitted alongwith Tender Bid

Company Details :

Company Name :	
Registration No. :	
PAN No. / TAN No. :	
Registered Address :	
Names of Partners / Directors :	
Bidder Type :	Indian / Foreign
City :	
Postal Code :	
Company' establishment year :	
Company's Nature of Business :	
Company's Legal Status :	
Company Category :	

Company's Contact Person's Details :

Contact Name :	
Date of Birth :	
Correspondence e-mail ID :	
Designation :	
Phone No. :	
Mobile No. :	

Signature of bidder : _____

Name : _____

Designation : _____

Date : _____

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of applicable amount to be executed by any Scheduled Bank other than Gramin Bank, Co-operative Bank, Dhanalakshmi Bank & Nainital Bank)

Sub: Tender No. _____
 The General Manager,
 MMTC Limited,
 MMTC Bhawan, Port Area,
 Visakhapatnam, 530035

Sirs,

1) WHEREAS, MMTC limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India and Regional Office at MMTC Bhavan, Port Area, Visakhapatnam 530 035 (hereinafter called 'the MMTC') have entered into Contract No. _____ dated _____

(hereinafter called 'the CONTRACT') for _____ with M/s. _____ (name) address _____, (hereinafter called the 'XX').

2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of Rs. _____.

3) AND WHEREAS at the request of the 'XX', we _____ Bank, _____ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of Rs. _____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.

4) We, _____ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs. _____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.

5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. _____. Our Guarantee shall remain in force until

6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before

7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.

8) This guarantee comes into force forthwith.

9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s 'XX'.

10) The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. _____
_____ only by MMTC.

11) We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.

12) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.

13) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2017

Yours faithfully
For and on behalf of Bank

(Address)
(Banker's Seal)

PART-II (Price Bid)

Tender No : _____ date : _____

Description	East Quay Side Rate per MT	West Quay Side Rate per MT
<p>Rates for activities including and not limited to loading on to Trucks at NMDC Screening Plant/ OHC and West of West Stock piles, Intra-port transportation from NMDC Screening Plant/OHC and West of West Stock piles (within the radius of 3 KMs from stock piles to Wharf) to Wharf, unloading on to wharf & loading on to Slings /Net, stevedoring including water sprinkling and as per scope of work, terms and conditions of the tender including arranging net slings ; loading into vessel ; charges towards labour hiring ; fringe benefit tax and excluding VPT/EVTL wharfage charges ; shifting back of the left over material from Wharf to Screening plant ; Customs and Port documentation work ; removal of boulders/foreign materials at NMDC screening plant/OHC and West of West Stock piles & Wharf. For payment purpose the quantity to be reckoned will be B/L quantity.</p>	<p>Rs. _____ / MT</p> <p>(In Words : Rupees</p> <p>_____)</p>	<p>Rs. _____ / MT</p> <p>(In Words : Rupees</p> <p>_____)</p>
<p>Note :</p> <p>1. Rate quoted should be inclusive i.e. inclusive of all applicable statutory taxes and duties, except Service Tax or its equivalent.</p> <p>Place : _____ Signature _____</p> <p>Date : _____ Name, Designation and Seal of the Bidder _____</p>		