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Regional Office : Alok Bharati Complex, 7th floor, Sahid Nagar, Bhubaneswar-751007

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**NOTICE INVITING TENDER FROM INSPECTION AGENCIES FOR
DISCHARGE SUPERVISION, DRAFT SURVEY, SAMPLING & ANALYSIS
SERVICES OF IMPORTED COKING COAL AT PARADIP PORT VESSEL-WISE**

NIT NO:MMTC/BBSR/CC/ASSAYERS/2018-19

DATED: 27/03/2019

**SUB: TENDER FOR DRAFT SURVEY, SAMPLING & ANALYSIS SERVICES FOR
IMPORTED COKING COAL.**

MMTC invites open two bid tender from interested Inspection agencies/Analysts/ Assayers against Tender in two Bid system for services of discharge supervision, draft survey, sampling & Analysis of coal vessels and stock verification of coal stocks during April 2019-March 2020. The last date of submission of tender is **1400 hrs on 16th April, 2019**, which shall be opened on 1600hrs of same day.

The complete details of the tender are available at MMTC's website www.mmtclimited.com, Govt. website <https://eprocure.gov.in>

Corrigendum issued, if any, shall be hoisted on websites only as mentioned above.

Chief Manager (Minerals)

NIT NO:MMTC/BBSR/CC/ASSAYERS/2018-19

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NOTICE INVITING TENDER FROM INSPECTION AGENCIES FOR DISCHARGE SUPERVISION, DRAFT SURVEY, SAMPLING & ANALYSIS SERVICES OF IMPORTED COKING COAL AT PARADIP PORT VESSEL-WISE

MMTC Limited, A Government of India Enterprises , Regional Office at Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar -751007, Odisha invites Sealed open Tender in **two bid** system for discharge supervision, draft survey, sampling & analysis services of imported coking coal at Paradip Port vessel-wise from amongst the Inspection Agencies /Quality Assayers/Surveyors as per the below terms and conditions .

The Indian Bidder(s) are required to submit their sealed tender on or before **16.04.2019 by 14.00 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 hereunder 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 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 16.04.2019 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 Authorized Representatives of the bidders may witness the process, if desired so.

It may be noted that mere participation in the open tender does not assure allotment. MMTC does not guarantee any quantity/volume of business as the same is dependent on requirements.

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SECTION I

1. COMMODITY : IMPORTED COKING COAL

2. CARGO ORIGIN : Overseas/Foreign

3. PORT OF DISCHARGE : Paradip Port, India

4. PERIOD : APRIL 2019 - MARCH 2020

5. SCOPE OF WORK:

1. Discharge Supervision, Draft Survey, Sampling and Analysis and Moisture test services vessel-wise for incoming vessels of Coal at Paradip Port Plot as per Specifications of Work Order provided for the vessel.

Period of work from 01-04-2019 to 31-03-2020.

2. Stock verification and assessment by weight volume ratio at Financial Year end or as and when required.

Period of work from 01-12-2019 to 31-03-2020.

6. ELIGIBILITY CRITERIA:

Samplers/assayers who fulfill the following criteria would be considered in this tender:

1. GST Registration for the state of Odisha.
2. They should have existing technical team/supervisory team at Paradip ,Odisha.
3. They should have laboratories facility for testing of material in Odisha.
4. They should have minimum 3 years of experience in verification /analysis of Coal .
5. They should have proper tools and instruments like Theodolite for physical verification of stock.
6. They should make own administrative arrangement like gate pass, vehicle ,permits for instrument etc.
7. They should hold a valid certificate of Export Inspection Council (EIC) for operations in India. Assayers having valid license for a particular place would be eligible for being considered accordingly for Paradip Port.
8. They should be well conversant with ISI standards/international practices for carrying out sampling/analysis/ stock assessment work at Paradip Port.

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9. Bidder should deposit EMD of Rs 10,000/- in shape of DD /RTGS proof in favour of MMTC Limited payable at Bhubaneswar to Account No. 10229909115, STATE BANK OF INDIA, Commercial Branch, IDCOL House, Ashok Nagar, Bhubaneswar, India, 751009, ISFC: SBIN0006657

7. SPECIFICATIONS OF WORK

The services to be performed by the inspection Agency under this contract shall include the services as per the scope of work contained herein:

1. Samples are to be drawn as per the guidelines of IS-436 Part – 1/1964 or latest. One lot sample will be collected from each 5,000MT. Weight of gross sample shall be (minimum) 75Kg. Weight of increment (approx.) 5Kg. and number of increments shall be 15. Samples are to be collected from the discharge jetty of the Port ensuring that samples so collected is representative of all the hatches of the vessel. Samples collected will be packed in three suitable envelopes. All envelopes shall be sealed and superscribed with details of vessel(s), material, date of Discharge commence and completed, etc. with signature & seal of the inspection agency. Two packet to be supplied to MMTC, Paradip.
2. The quality analyzer/Inspection agency will submit their analysis reports as per the format given below:-

Sl.No	PARAMETER	RESULT
1	Total moisture (on as received basis) IS 1350-1984	
2	Ash (on air dried basis) IS 1350 - 1984& IS 1353-1993	
3	Volatile Matter (on air dried basis) IS 1350 - 1984& IS 1353-1993	
4	Sulphur (IS 1350 & IS 1353) 2012	
5	Crucible Swelling Number (ISO 501-2012 or IS1353 -1993)	
6	Mean Max Reflectance of Vitrinite (ISO -7404 - 2009)	
7	Vitrinite Percentage (ISO-7404 - 2009)	
8	Vitrinite Distribution V9-V14 (ISO-7404 - 2009)	
9	GIESELER PLASTOMER Test (ASTM D-2639 – 2013) Maximum Fluidity (DDPM)	
10	Microfines (size Fractions less than 0.50MM)	
11	Inherent Moistures (Air dried basis)-IS1350 - 1984	
12	Fixed Carbon (Air dried basis)- by calculation.	

3. The scope of work also includes conduct of initial and final draft survey and also inspection of the hatches before commencement and after completion of discharge of cargo from the vessel. In case of any abnormal discrepancy observed during the discharge of the vessel pertaining to quality of cargo, the Inspection agency will immediately report to the undersigned in writing.

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After completion of the discharge, it must be ensured that no material is left over in the hatches. Accordingly, Cargo Discharge Completion Certificate and Weight Certificate as determined by final draft survey is to be submitted within three (3) days of completion of the discharge.

4. The Inspection Agency shall submit analysis report within 10 days of completion of discharge of the vessel. The Certificate of Sampling and Analysis shall be prepared in 6(six) copies, of which 4(four) copies shall be submitted by the Agency in respect of each consignment and the remaining 2(two) copies shall be submitted by the Agency along with Invoice.
5. The Inspection Agency shall submit analysis report, conducted either at RDCIS or CIMFR Laboratory only, within 30 days of completion of discharge of the vessel for parameters mentioned in Sl. No. 6 to 9 as mentioned in Para – 2 above.
6. MMTC reserves the right to witness the analysis process of the samples at analyzers laboratory.
7. Notice For Handling The Cargo:
 - i) MMTC shall communicate to the appointed inspection agency by informing details of the vessel bringing the cargo.
 - ii) MMTC would provide three days advance notice to the inspection agency before the date of arrival of the vessel which may be in the form of fax/E mail to enable the inspection agency to take all the steps for carrying out services in respect of the Draft survey, Coal Sampling analysis. In exceptional cases, a shorter notice can be given by MMTC but not less than 24 Hrs.

8. CONTRACT PRICE:

The charges payable for the Scope of Work mentioned above, shall be kept valid for the entire period of Contract / Work Order. The prices shall be firm and binding during the contractual period of one year from the effective date of contract. There shall be no escalation during contractual period and till completion of entire Scope of Work., for reasons whatsoever.

Performance Bank Guarantee:

1. Security amount of Rs. 40,000/- (EMD to be adjusted for L-1 Party for works at B1) shall be required for successful bidders.
2. Security amount of Rs.20,000/- (EMD to be adjusted for L-1 party for works at B-2) shall be required for successful bidders.

The Performance Guarantee/Security deposit (without Interest) shall be refunded to bidders after successful completion of the Contract.

9. DELIVERY SCHEDULE/CONTRACT DURATION.

The Contract Duration / validity of work order shall be for one year from the effective date of Contract for Draft Survey, Sampling & Analysis services for coking coal, imported through Paradip Port by MMTC Limited, Bhubaneswar, which shall be extended for one more year on sole discretion of MMTC Limited at the same terms and conditions

10. TAXES, DUTIES & LEVIES

All Taxes, Duties & Levies legally applicable and stipulated in the contract, shall be reimbursed by Purchaser/MMTC. All statutory duties & levies shall be deposited at appropriate Statutory Authorities by AGENCY. MMTC shall bear no liability in respect of any non-compliance of above, by the AGENCY. Any Tax which Purchaser may be required to deduct by Law / Statute, shall be deducted at source, and shall be paid to the concerned Authorities on account of the AGENCY, and Certificate for such deduction and deposit thereof, shall be provided to AGENCY by Purchaser. Any Statutory increase resulting from AGENCY's turn-over shall be to the AGENCY's account. The AGENCY should provide GSTN Invoice(s) to MMTC.

11. TERMS OF PAYMENT:

1. Subject to deductions, if any, applicable as per the Contract, the AGENCY shall be entitled to receive payment in the following manner. All payments shall be released directly by the Purchaser/MMTC to the AGENCY except as otherwise stated in the Contract. 100% payment shall be made within 30(Thirty) days after submission of initial draft, final draft, coal sampling & analysis report as per the scope of work. The Inspection Agency shall forward, complete and correct Invoice, supported by proper discharge documents, as stated elsewhere. Payment shall be made after verification and TDS shall be deducted at applicable rates.
2. All payments to the AGENCY shall be made through RTGS / ECS. Bank Charges, if any, shall be borne by the AGENCY.

12. EXECUTION OF WORK IN INCLEMENT WEATHER:

The AGENCY shall, during inclement weathers, carry out the work in accordance with the contract, and the AGENCY shall not be entitled to any additional payment over and above the contract price by reasons of inclement weather.

13. CONSIGNEE:

All reports shall be sent to :
GENERAL MANAGER (MINERALS),
MMTC LTD.,
ALOK BHARTI COMPLEX, 7TH FLOOR,
SAHID NAGAR, BHUBANESHWAR - 751-007, ODISHA, (ODISHA),
Tel. No: 0674-2544206

14. INTIMATION REGARDING ARRIVAL OF VESSEL(S)

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The AGENCY shall submit in writing their contact person and contact details including e-mail address, mobile No. and postal address with landmark(s), to enable MMTC to inform the respective agency(s) regarding arrival details of the vessel(s).

THE TENDER COMPRISES OF TWO PARTS:

<u>Part-I: Technical Bid</u>	<u>Part-II: Price Bid (Annexure-B1 & B2)</u>
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a) Part-I: Technical Bid should contain technical details (signed and attested ANNEXURE-I & II) and signed/attested documents supporting the eligibility criteria like

1. Details of the company : Address of the company and laboratory facilities, skilled man-power, PAN
2. GSTN Certificate for Odisha operations & 2 copies of latest 3 GST returns being filed on monthly basis.
3. Three years experience : Work order from other companies/Experience Certificates
4. Valid EIC Certificate and any other Govt accreditations.
5. EMD : DD of Rs. 10000/- or proof of RTGS to MMTC of the amount.
6. A self attested/signed copy (on all pages) of this NIT accepting NIT's Terms and Conditions.

b) Part-II: Price Bid should contain the rates as required in Annexure-B1 & B2. The Tender Committee will not open the 'Price Bid', if the Bidder is not found to be eligible for award of tender of technical evaluation. The bidders shall quote their best rates strictly as per the prescribed format

- L1 bidder will be determined for Annexure-B1
- L1 Bidder will be determined for Annexure-B2

Bidders will have to compulsorily give offers for both Annexure B1 & B2 or else the offer will be rejected. Rates to be quoted only in the format enclosed with the Annexure-B1 & B2. Along with Technical Bid, the bidders are required to submit a Demand Draft/RTGS amounting to Rs. 10000/- (Rs. Ten Thousand only) towards Earnest Money Deposit (EMD) in favour of MMTC Limited, Bhubaneswar, payable at Bhubaneswar along with Technical Bid.

This EMD shall not carry any interest and shall be refunded to unsuccessful bidders after the finalization of tender. This tender document along with Annexures can be obtained from Regional Office, Bhubaneswar or Mr. Dhaneshwar Mohanta , Ch. Manager(Mineral), MMTC Limited, 7th Floor ,Alok Bharati Complex ,Sahid Nagar,Bhubaneswar-751007.

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 reserves the right to terminate/suspend the works/work order with 7 days notice to the contractor and without assigning any reason thereof. MMTC reserves the right to award works to more than one bidders/IIA's also. These documents can also be downloaded from MMTC's website i.e. www.mmtclimited.com, or www.eprocure.gov.in.

The last date & time for submission of tender along with above documents & EMD of Rs. 10,000.00 is 14.00 Hrs on 16.04.2019 and opening of the same at 16.00 Hrs on the same day.

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Place of opening of Technical Bids and price bids at MMTC Limited, 7th Floor, Alok Bharati Complex, Sahid Nagar, Bhubaneswar-751007.

➤ **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.

➤ **ARBITRATION**

1. 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 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.
2. 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.
3. 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.

- **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:**
 1. **Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s):** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available on MMTC's website at <http://mmtclimited.com> during their participation in the tender process, during the execution of Contract and in any other transaction with MMTC.
 - a. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTCs 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.

2. **Disqualification from tender process and exclusion from future contracts** : If the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation of Fraud Prevention Policy of MMTC in any other form such as to put their reliability or credibility, in question, MMTC, other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) ineligible to be awarded a Contract either indefinitely or for a stated period of time.
3. **Damages** : If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value 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.

Chief Manager (Min)
MMTC Limited,
Bhubaneswar.

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 :

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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-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 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)/Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage caused 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.

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:

NIT NO:MMTC/BBSR/CC/ASSAYERS/2018-19

DATED: 27/03/2019

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:

NIT NO:MMTC/BBSR/CC/ASSAYERS/2018-19

DATED: 27/03/2019

ANNEXURE-I

NOTICE INVITING TENDER FROM INSPECTION AGENCIES FOR DISCHARGE SUPERVISION, DRAFT SURVEY, SAMPLING & ANALYSIS SERVICES (INCLUDING MOISTURE) OF IMPORTED COKING COAL AT PARADIP PORT VESSEL-WISE

Technical Bid

<u>Sl. No.</u>	<u>Particulars required</u>	<u>Supplier's Information</u>
1.	Name of the Bidder, complete address, phone/fax Nos. and e-mail ID	
2.	PAN NO.	
3.	GSTN.:	
4.	Experience in year for Analysis of Stock of Coking Coal	
6.	Whether office at Paradip if yes ,furnish details address, Contract Person, mobile No. mail ID etc	
7.	No of Technical persons at Paradip to carry out stock verification work.	
8.	Details of EMD	
9	Have you offered both Annexures B1 & B2	Yes / No

NIT NO:MMTC/BBSR/CC/ASSAYERS/2018-19

DATED: 27/03/2019

The photo copies of documents submitted should be duly certified as true copies signed by authorized person with company seal.

Place:

Signature of bidder

Date:

Name & Designation of the signatory

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/swhich 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.

No & 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	Period for which business dealing has been banned	Present Status

NIT NO:MMTC/BBSR/CC/ASSAYERS/2018-19

DATED: 27/03/2019

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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.

No & 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	Period for which business dealing has been banned	Present Status

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".

NIT NO:MMTC/BBSR/CC/ASSAYERS/2018-19

DATED: 27/03/2019

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

No & 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	Period for which business dealing has been banned	Present Status

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 :

Signature of Bidder / Supplier

Date :

Name & Designation of the Signatory.

ANNEXURE-B1

NOTICE INVITING TENDER FROM INSPECTION AGENCIES FOR DISCHARGE SUPERVISION, DRAFT SURVEY, SAMPLING & ANALYSIS SERVICES (INCLUDING MOISTURE) OF IMPORTED COKING COAL AT PARADIP PORT VESSEL-WISE

PRICE BID-I

NIT NO:MMTC/BBSR/CC/ASSAYERS/2018-19

DATED: 27/03/2019

	ITEM	RATES IN INR/MT
1	Rate in INR per MT (all inclusive) w.r.t vessel-wise cargo	Rs
2	GST (CGST@..... & SGST@.....)	Rs
3	TOTAL in INR per MT	Rs

NB: Validity of the offer for acceptance by MMTC : 30 days from the date of opening of price bid.

Place:

Signature of bidder

Date:

Name & Designation of the signatory

ANNEXURE-B2

NOTICE INVITING TENDER FROM INSPECTION AGENCIES FOR DISCHARGE SUPERVISION, DRAFT SURVEY, SAMPLING & ANALYSIS SERVICES (INCLUDING MOISTURE) OF IMPORTED COKING COAL AT PARADIP PORT

NIT NO:MMTC/BBSR/CC/ASSAYERS/2018-19

DATED: 27/03/2019

PRICE BID-II

STOCK VERIFICATION(EXPECTED ONCE OR TWICE IN A YEAR)

	ITEM	RATES IN INR/MT
1	Rate in INR per MT (all inclusive) at Paradip Port Plot	Rs
2	GST (CGST@..... & SGST@.....)	Rs
3	TOTAL in INR per MT	Rs

NB: Validity of the offer for acceptance by MMTC : 30 days from the date of opening of price bid.

Place:

Signature of bidder

Date:

Name & Designation of the signatory

NIT NO:MMTC/BBSR/CC/ASSAYERS/2018-19

DATED: 27/03/2019